

23718 W US HWY 27
High Springs, Florida 32643



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**CITY COMMISSION MEETING
AGENDA**

OCTOBER 26, 2023

6:30 PM

**MAYOR GLORIA JAMES
VICE MAYOR ROSS AMBROSE
COMMISSIONER TRISTAN GRUNDER
COMMISSIONER KATHERINE WEITZ
COMMISSIONER BYRAN WILLIAMS**

- (A) CALL TO ORDER AND ROLL CALL**
- (B) INVOCATION AND PLEDGE OF ALLEGIANCE**
- (C) APPROVAL OF AGENDA:**
- (D) APPROVAL OF CONSENT AGENDA:**
 - 1. MINUTES OF THE OCTOBER 12 2023, COMMISSION MEETING**
 - 2. OCTOBER 1, 2023 -SEPTEMBER 30, 2026 PBA CONTRACT**
- (E) SPECIAL PRESENTATIONS**
 - 1. NEW POLICE OFFICER SWEARING IN CEREMONY**
- (F) UNFINISHED BUSINESS**
 - 1. DISCUSS, CONSIDER, AND ACT ON ORDINANCE 2023-12, AN ORDINANCE IMPLEMENTING THE STATE'S STATUTORY MANDATE TO PREPARE BUSINESS IMPACT ESTIMATES PRIOR TO THE ADOPTION OF PROPOSED ORDINANCES PURSUANT TO SECTION 166.041(4), FLORIDA STATUTES.**
 - 2. DISCUSS, CONSIDER, AND ACT ON ORDINANCE 2023-13, AN ORDINANCE VACATING AND ABANDONING A CERTAIN PLATTED UNDEVELOPED PUBLIC RIGHT-OF-WAY.**
 - 3. DISCUSS, CONSIDER, AND ACT ON RESOLUTION 2023-S, A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO PERMIT A TOBACCO AND**

**VAPE SHOP LOCATED AT 18467 NW US HWY 441, APPLICATION CUP 23-02,
APPLICANT AASHI, INC.**

- (G) CITIZEN REQUESTS AND COMMENTS – FOR ISSUES NOT ON AGENDA (PLEASE STATE
NAME FOR THE RECORD – LIMIT COMMENTS TO 5 MINUTES)**

COMMISSIONER RESPONSE

- (H) NEW BUSINESS**

- 1. DISCUSS, CONSIDER, AND ACT ON THE AGREEMENT BETWEEN THE SCHOOL
BOARD OF ALACHUA COUNTY AND THE CITY OF HIGH SPRINGS FOR A
SCHOOL RESOURCE OFFICER PROGRAM.**
- 2. DISCUSS, CONSIDER AND ACT ON THE RENEWAL OF THE MUTUAL AID
AGREEMENT BETWEEN THE ALACHUA COUNTY SHERIFF AND THE CITY OF
HIGH SPRINGS FOR COMBINED OPERATIONAL ASSISTANCE.**
- 3. DISCUSS, CONSIDER AND ACT ON DECLARING VEHICLES SURPLUS.**

- (I) CITY ATTORNEY REPORT/UPDATE**

- (J) CITY MANAGER REPORT/UPDATE**

- (K) COMMISSION COMMENTS AND CONCERNS**

- (L) MOTION TO ADJOURN.**

PLEASE NOTE: PURSUANT TO SECTION 286.015, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, A PERSON TH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THE CITY COMMISSION MEETINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 23718 W US HWY 27, HIGH SPRINGS, FLORIDA 32643, TELEPHONE (386) 454-1416.

Consent Agenda

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**HIGH SPRINGS
CITY COMMISSION MEETING
OCTOBER 12, 2023**

CALL TO ORDER AND ROLL CALL

Mayor James called the meeting to order at 6:31 p.m.

ROLL CALL CITY COMMISSION:

Mayor Gloria James – Present
Vice Mayor Ross Ambrose – Present
Commissioner Tristan Grunder- Present
Commissioner Katherine Weitz- Present
Commissioner Byran Williams- Present

STAFF PRESENT:

Ashley Stathatos, City Manager
Bruce Gillingham, Asst. City Manager
Angela Stone, City Clerk
Scott Walker, City Attorney
Kevin Mangan, PIO
Antoine Sheppard, Chief of Police
Alan Alligood, Building Official
Ashley Mauldin, Executive Assistant

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation Deacon Henry Zmuda

Pledge of Allegiance

APPROVAL OF AGENDA: Mayor James requested an amendment to the agenda regarding adding a 3rd item under special presentations from the Women's Club.

Vice Mayor Ambrose Motion to approve the agenda as amended to include the presentation from the Women's Club.
Commissioner Grunder Second.
Motion carried 5-0.

APPROVAL OF CONSENT AGENDA:
Commissioner Williams motioned to approve the Consent Agenda.
Commissioner Weitz Second.
Motion carried 5-0.

SPECIAL PRESENTATIONS

Presentation of sinkhole activity at Gilchrist Blue Springs.
Bill Hammond gave a visual presentation regarding sinkhole activity at the Blue Springs State Park and its effect on the environment and the water.

Greg Owen with Alachua County Environmental Protection gave a visual presentation regarding a spring restoration project including replacing plant life and preventing erosion.

Proclamation for Children's Trust of Alachua County
City Attorney Walker read a proclamation for the Children's Trust of Alachua County in its entirety.
A representative for the Childrens' Trust invited the commission and public to an event on October 26th at Camp Kulaqua

Vice Mayor Ambrose made a motion to adopt the proclamation as read.
Commissioner Williams second.
Motion carried 5-0

Proclamation \$550 towards the donation of a new police K9 presented to Police Chief Antoine Sheppard. Sandy Milner with the High Springs Women's Club thanked the City and community for their participation and support. She presented Police Chief Sheppard with a donation to in the acquisition of a new Police K9.

UNFINISHED BUSINESS

DISCUSS, CONSIDER, AND ACT ON ORDINANCE 2023-12, AN ORDINANCE IMPLEMENTING THE STATE'S STATUTORY MANDATE TO PREPARE BUSINESS IMPACT ESTIMATES PRIOR TO THE ADOPTION OF PROPOSED ORDINANCES.

Attorney Walker gave a review and explanation of Ordinance 2023-12. He stated we would need to add a

Attorney Walker read Ordinance 2023-12 by its title only.

**Commissioner Williams to approve Ordinance 2023-12 as read by title only.
Second Commissioner Grunder**

Roll Call:

Mayor James-yes

Vice Mayor Ambrose-yes

Commissioner Grunder-yes

Commissioner Weitz-yes

Commissioner Williams-yes

Ordinance Passes 5-0.

**CITIZEN REQUESTS AND COMMENTS – FOR ISSUES NOT ON AGENDA (PLEASE
STATE NAME FOR THE RECORD – LIMIT COMMENTS TO 5 MINUTES)**

Michael Casey gave the commission a document requesting help with Highway 27 North and managing high speeds and how traffic has become troublesome.

Bob Watson discussed his displeasure with not being permitted to hold a special Christmas event and how his special event permit was handled.

David Linch handed the commission a clipping of a news article regarding open containers being banned in another city. He also disagrees with the High Springs Brewing Company using the High Springs name and does not want any more large developments.

Bruce Borders commended City staff on their hard work. He disagrees with the Chamber utilizing City staff and services. He is unhappy the chamber did not want him in the parade. (Commissioner Grunder left the chambers at 7:40pm he returned at 7:41pm)

COMMISSIONER RESPONSE

(To. Mr. Bob Watson) City Manager Stathatos advised Mr. Watson she would meet to discuss things with him.

Commissioner Grunder believes this would be something we could work with Mr. Watson to achieve a plan.

NEW BUSINESS

**DISCUSS, CONSIDER, AND ACT ON ORDINANCE 2023-13, AN ORDINANCE VACATING
AND ABANDONING UNDEVELOPED PUBLIC RIGHT-OF-WAY.**

Attorney Walker read Ordinance 2023-13 by title only.

City Manager Stathatos gave an explanation of the proposed undeveloped right-of-way to be vacated.

Colt Sawyer a relative of the applicant

Vice Mayor Ambrose Motion to approve Ordinance 2023-13 vacating and abandoning the right of way on this parcel of land.

Second Commissioner Grunder

Roll Call:

Vice Mayor Ambrose-yes

Commissioner Grunder-yes

Commissioner Weitz-yes

Commissioner Williams-yes

Mayor James-yes

Ordinance Passed 5-0

DISCUSS, CONSIDER AND ACT ON AN AGREEMENT WITH DUKE ENERGY TO PLACE TWO ELECTRIC VEHICLE CHARGING STATIONS IN THE CITY.

City Manager Stathatos gave a description and explanation of the proposed project.

Asst. City Manager Gillingham gave further explanation of the logistics and placement of the charging stations.

Commissioner Weitz questioned why not place it on a more trafficked corridor. ASM

Gillingham advised they would have to place them on a property they have permission to use and they have a franchise agreement in place with the City.

Commissioner Grunder made a motion to put the spots in and sign the contract.

Vice Mayor Ambrose Second.

All in favor 5-0

DISCUSS, CONSIDER, AND ACT ON AN AGREEMENT WITH REDSPEED FOR SPEED PHOTO ENFORCEMENT IN SCHOOL ZONES.

Chief Sheppard explained the need and use of the RedZone speed enforcement equipment proposed to be placed in the local school zones.

Randall Rimes with RedSpeed gave a video presentation on the proposed equipment.

Mr. Rimes explained the results of a study in our local school zone and stated we have a speeding problem in front of the High Springs Community School.

Mr. Rimes also stated that being the camera is recording 24/7 it can be used to provide evidence and assistance for other infractions and crimes committed in the area the equipment will be placed.

Commissioner Weitz questioned would this provide extra administrative work for the Police Department.

Mr. Rimes explained no that it is all handled through the Redspeed company.

Commissioner Grunder asked does the system assess points on the license.

Chief Sheppard advised no that it is a civil ticket, and the fees assist in offsetting the salary of the new crossing guard.

Attorney Walker asked if we would like to bring back an ordinance.

Chief Sheppard advised that they have a form ordinance that would be provided.

DISCUSS, CONSIDER AND PROVIDE DIRECTION ON PROPOSED FEES IN PUBLIC WORKS, PARKS, FIRE, AND POLICE.

City Manager Stathatos presented and explained a new proposed fee schedule for fee updates in Public Works, Parks, Fire, and Police.

CITY ATTORNEY REPORT/UPDATE

Nothing at this time.

CITY MANAGER REPORT/UPDATE

Downtown art walk November 13th. October 19th Habitat for Humanity home dedication. Fall festival hosted by the chamber, October 21st along with Kiwanis pumpkin contest October 28th, and an election candidate forum October 24th.

ASSISTANT CITY MANAGER REPORT/UPDATE

7:00PM 10/12/23 the PBA contract was ratified. No substantial changes, reimbursement from Hurricane Ian should be arriving soon, and paperwork for Idalia has been submitted.

The assistant city manager submitted his resignation to the commission.

COMMISSION COMMENTS AND CONCERNS

Commissioner Grunder commended Assistant City Manager on his new position and how much he is appreciated and will be missed.

Commissioner Weitz also advised Mr. Gillingham

Commissioner Williams also will not be here the 26th

Vice Mayor Ambrose will not be here the 26th commission meeting.

MOTION TO ADJOURN.

Vice Mayor Ambrose motioned to adjourn.

Mayor James adjourned the meeting at 8:56pm.



Between

North Central Florida Police Benevolent Association
A Chapter of the
Florida Police Benevolent Association

and the

City of High Springs
A Municipality of the State of Florida

October 1, 2023 - September 30, 2026

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PREAMBLE

This Agreement is entered into by the City of High Springs, Florida (hereinafter referred to as the "City"), and the North Central Florida Police Benevolent Association, Inc. (hereinafter referred to as the "P.B.A." or the "Association").

ARTICLE 1 RECOGNITION

The City hereby recognizes the Florida Police Benevolent Association, Inc. P.B.A. as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions for those employees in the bargaining unit certified by the Public Employees Relations Commission.

For purposes of this Agreement, this Agreement covers only full-time, sworn law enforcement officers who hold a rank below Lieutenant, and all full-time sworn and unsworn dispatchers employed by the City. Specifically excluded are: sworn law enforcement officers holding the rank of Police Lieutenant or higher, including the Chief of Police, and all other City and Police Department employees.

ARTICLE 2 NON-DISCRIMINATION

The City agrees not to interfere with the right of any eligible employee to become a member of the Association. There shall be no discrimination against an employee by reason of race, creed, color, handicap, national origin, sex, marital status, Association members or activity or lack of Association membership or activity.

ARTICLE 3 GRIEVANCE AND ARBITRATION PROCEDURE

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, agreed and understood that there will be a procedure for the resolution of grievances between the parties and that the procedure set forth in this Article shall cover grievances involving the application or interpretations of this Agreement, and grievances involving discharge, suspension, demotion, or any other discipline of a nature more severe than and including a written reprimand. Other less severe discipline is merely supervisory in nature and will not be subject to the grievance process.

Every effort will be made by all parties to settle any grievance as expeditiously as possible. Any grievance not answered by management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article for submitting or appealing a grievance or a decision based on a submitted grievance, the grievance shall be considered conclusively abandoned.

Any written grievance must state the particular article which was violated and state how that particular article was violated. Failure to state these particular matters will result in a denial of the grievance by the City. Any written decision which denies a grievance in Steps 1, 2 and 3 must include a reason for the denial.

Grievances shall be presented in the following manner:

Step 1: Chief of Police

The employee shall first present the grievance to the Chief of Police within five (5) working days of the occurrence of the event(s) which gave rise to the grievance or from the date which the employee became aware or should have become aware of the event(s). If the event which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the five (5) working day period shall commence running immediately upon the employee's return from such compensated leave. The first step shall be informal and may be presented verbally by the employee. The P.B.A. representative may be present to represent the employee. The Chief of Police shall render his decision in writing within five (5) working days, and must document the date on which he received the grievance, the substance of the grievance, the date(s) on which the supervisor met with the employee, the persons present at the meeting(s) between the supervisor and the employee, and the his ultimate determination regarding the grievance.

Step 2: City Manager

If the grievance is not resolved at Step 1, the employee or the employee's P.B.A. representative acting with the employee's consent may proceed to Step 2 by submitting a written grievance as set forth in this Article, to the City Manager within five (5) working days after receipt of the decision at Step 1. The written grievance shall be discussed by and between the employee and/or the employee's P.B.A. representative and the City Manager within five (5) working days after the submission of the written grievance at Step 2. The City Manager shall within five (5) working days after the discussion render his decision in writing, and provide a copy of the decision to the employee. Where a grievance is general in nature, in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Association and the City, such grievance shall be presented by the Association's Representative, in writing as set forth in this Article, directly to the City Manager, at Step 2 within ten (10) working days of the occurrence of the event(s) or when the Association first became aware or should have become aware of the event(s). This is the final step in a dismissal hearing for an employee serving a probationary period, and is the final step in a grievance based on a written reprimand.

Step 3: Arbitration

If the grievance is not resolved at Step 2, the Association, consistent with the provisions of this Article, may submit the grievance to Arbitration by delivering written notice of intent to appeal to the other party no later than fifteen (15) working days after receipt of the decision at Step 2. The notice of intent to appeal must state the particular article which was violated and state how

that particular article was violated or the notice will be null and void. If the grievance is not appealed to arbitration within said fifteen (15) working days, the City Manager's Step 2 decision shall be final and binding upon the aggrieved employee or the Association as the case may be.

Within fifteen (15) working days after the grievance is submitted to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service, the sole function of that body being to assist in the selection of the arbitrator, to furnish a panel of seven (7) impartial arbitrators particularly skilled in matters involving local government employee relations. Both the Association and the City shall have the right to strike three (3) names in alternating fashion from the panel, leaving the seventh (7) name as the Arbitrator who will hear the case. A coin toss shall determine who shall strike a name first.

Where there is a threshold issue regarding arbitrability, it is understood that in such cases the Arbitrator will be resolved separate and apart from the merits of the grievance at the same arbitration hearing.

On the substantive issues, the arbitrator shall issue his written not later than thirty (30) calendar days from the date of the closing of the hearings or the submission of briefs, whichever is later. The decision shall set forth the arbitrator shall confine his decision to the particular provision of this Agreement as set forth in the written grievance at Step 2. The arbitrator shall fashion an appropriate remedy for violation of the particular provisions contained in this Agreement, but shall have no authority to change, amend, add to, subtract from, ignore, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitration hearing shall be conducted in accordance with the Rules of Procedure promulgated by the Federal Mediation and Conciliation Service.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding upon the City, the Association, and the members of the bargaining unit.

Each party shall bear the expense of its own witness and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fee and related expense of obtaining a hearing room, if any, shall be paid equally by the City and the P.B.A. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties for awards where there is no unbudgeted monetary cost to the City. For those awards where there is an unbudgeted monetary cost to the City, the decision of the arbitrator shall be advisory in nature to the City Commission, who shall make the final determination as to the grievance.

Where any provision of this Agreement involves responsibility on the part of the Association which, in the view of the City, it is not properly carried out, the City may present the issue to the Association as a grievance. If such grievance cannot be resolved by discussion between the City and the Association on an informal basis, the grievance shall be initiated at Step 2 of this

procedure by the Chief of Police City Manager and submitted in writing to the President of the Association. If not resolved within twenty (20) working days following receipt by the Association of the written grievance, the City may submit the grievance to Arbitration under the provision of this Article.

All above mentioned time frames may be extended in writing by mutual agreement.

ARTICLE 4 DUES DEDUCTION

Any member of the Bargaining Unit may have his membership dues deducted from his wages. Dues shall be deducted twice a month and shall thereafter be transmitted to the P.B.A. accompanied by a list of those employees' names whose dues are included.

ARTICLE 5 EMPLOYEE-MANAGEMENT COMMITTEE

There shall be an Employee-Management Committee consisting of the following Association and management representatives:

- A: Two (2) representatives of the Association and
- B: The Chief of Police and the City Manager.

The Employee-Management Committee shall meet quarterly on dates mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations. Additional meetings may be held by mutual agreement of the parties.

The Committee shall not engage in collective bargaining or resolution of grievances.

ARTICLE 6 PERSONNEL RECORDS

Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to make duplicate copies of any items contained in his official personnel file.

Employees shall have the right to file a written response to any corrective action report documenting either a verbal reprimand or written reprimand or other document which is in the employee's official personnel file or internal investigations file as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file or internal investigations file together with the corrective action report or other document against which it is directed.

To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or public with any employee's home address, telephone number, photograph, and/or personnel records except that which is required per applicable current Florida State Statutes. However, an employee may consent in writing to having his photograph used as a trading card or on the Department web site.

ARTICLE 7 SENIORITY AND PERSONNEL REDUCTION

Seniority

Seniority shall mean an employee's continuous accumulated paid services with the City Police Department, which shall be computed from the employee's date of employment or re-employment. Seniority shall accumulate during all City authorized and approved leaves of absence, such as due to injury, illness, vacation, or any leave. However, seniority shall not accumulate during either leaves or absence without pay or suspensions without pay if the leave or suspension is in excess of four (4) continuous months.

Vacations

Vacation periods for each calendar year shall be drawn by employees on the basis of seniority.

Layoff and Recall

In the event the City determines that a reduction in the workforce (layoff) is necessary, the City will ameliorate the impact of such action in the following manner:

A. Sworn Employees

In the event of a layoff for any reason, probationary employees do not have recall rights and will be laid off first. Following probationary employees, employees will be laid off in the inverse order of their seniority. Should there be a tie in seniority, the employee with the lowest average score of the past two (2) performance evaluations shall be laid off first.

Any employee to be laid off, who has advanced to his present classification from a lower classification, in which he held a permanent appointment, shall be given a position in a lower classification and his seniority in the lower classification shall be established according to the date of his permanent appointment to that classification. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. A laid off employee shall have recall rights to the law enforcement classification he held before the onset of the layoff procedure for a period of twelve (12) months following layoff. Employees shall be called back from layoff with seniority being the determining factor.

An employee shall be notified of his recall to work by certified mail return receipt requested, mailed to his address maintained in the records of the official personnel file. The recall notice must be answered by the employee in writing within ten (10) calendar days of the employee's receipt of the recall letter. Recall will be at the employee's last rate of pay and rank classification prior to the layoff. Upon recall, all credit for seniority shall be restored. Failure to respond to recall within the time stipulated shall result in the employee's loss of recall rights with the City.

B. Non-sworn Employees

If the City determines to cease the dispatch function of the Police Department, the City will provide all effected employee(s) with: (1) ninety (90) days written notice prior to the cessation of the dispatch function, (2) severance pay which shall be equal to the lesser of: (a) one (1) week of pay for each full year of employment with the City or (b) twelve (12) weeks of pay, and (3) a recommendation to the private or public entity that will assume dispatch operations and functions to interview the affected employee(s).

If the City determines to reduce the workforce of the dispatch function of the Police Department, probationary employees do not have recall rights and will be laid off first. Layoff and Recalls shall follow the same applicability as in Section A above.

C. Bargaining Unit Employees

An employee who is laid off pursuant to this Article, provided the insurance carrier concurs, shall be given the opportunity to continue insurance coverage in existing programs to the extent allowed and subject to the conditions of state and federal laws, including, but not limited to, the Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee who is laid off shall be considered to be terminated and shall be paid for all earned but unused vacation time.

ARTICLE 8 LEAVES OF ABSENCE

1. Leave of Absence Without Pay

A. The City Manager may grant any employee a leave of absence without pay upon the recommendation of the Chief of Police. Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holiday pay, PTO, and any other benefits on time spent in the employee of the City shall not accrue during a leave of absence without pay, provided, however that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Pay or other increases for which an employee may become eligible based on whole, or in part, on length of service with the City shall not be credited during any period of leave of absence without pay in excess of twenty-one (21) calendar days.

An employee shall return from a leave of absence at the employee's rank and rate of pay at the time of the commencement of the leave.

B. A leave of absence without pay taken during the probationary period shall extend such probationary period the length of time necessary to equal the leave. The employee shall return to the position upon expiration of the leave of absence and may return at a date prior to the expiration of leave of absence with the approval of the Chief of Police.

2. Bereavement Leave

A. The Chief of Police shall grant an employee up to three (3) consecutive work days without charge to sick leave, annual leave, holiday time or other accumulated time, due to a death in his/her immediate family. The term "immediate family" shall mean father, mother, spouse, child, step-child, step-father, step-mother, brother, sister, aunt, uncle, grandparent or grandchild of an employee or an employee's spouse. In the event that a funeral takes place outside the State of Florida, the Chief of Police may grant an additional two (2) work days of bereavement leave.

B. The Chief of Police may grant an employee reasonable time off to attend the funeral of a person who is not a member of the employee's immediate family but with whom the employee had a special relationship. Time off under this paragraph will be charged against the employee's accumulated PTO time, or if there is not adequate PTO time, will be charged as leave without pay.

C. All bereavement leave must be pre-approved by the Chief of Police or his designee prior to being taken. Within thirty (30) calendar days from the date the employee returns to work from a death in the family or as otherwise provided herein, the Chief of Police or his designee may request the employee to provide a copy of the death certificate, obituary notice or other documented proof of the deceased person. Failure to produce upon request a death certificate, obituary notice or other documented proof of the deceased person will result in the employee reimbursing the City for any paid leave taken under this article. Any employee found to have falsified his/her application for the use of bereavement leave will be disciplined up to and including termination.

3. Paid Time Off

A. Paid time off (PTO) provides all full-time staff employees with paid time away from work that can be used for vacation, personal time, personal illness or time off to care for dependents. PTO must be scheduled in advance and have approval from the Chief of Police, except in the case of illness or emergency. The PTO policy takes the place of sick leave, personal time, floating holiday and vacation.

B. All accrued sick time that current employees have earned at the time of transition to PTO will be placed in individual sick banks for each employee. Employees can use their individual sick leave bank for extended sick leave absences (more than three days) only, and they can use it for their own illness or for a FMLA leave for a dependent's illness. Upon cessation of employment by resignation, retirement, or death, the employee or employee's estate shall be

compensated for unused accumulated sick leave in accordance with the following schedule at the rate of pay in effect at the time of cessation:

1. Resignation after 15 years of continuous service up to 360 hours.
2. Retirement and/or death after five years of continuance service up to 720 hours.

C. Employees who are terminated voluntarily without a two-week notice and employees who are terminated involuntarily for any reason are not entitled to payment for accrued, unused PTO unless approved by the City Manager. Employees who resign or retire will be paid for all unused, accrued PTO up to 800 hours. Pay will be automatically reduced for any unearned PTO that has been taken. PTO cannot be paid out while employed unless specified in subsection D below. It is expected that a terminating employee will work the entire time designated by his or her notice, at the convenience of the City, without using PTO.

D. If a member has 300 hours of PTO or more on December 1 of each calendar year, the member may sell back up to 50 hours of PTO, at a rate of 80%, to be paid on the first non-payroll Thursday in December, subject to the availability of funding from the City. The member must notify the City in writing of their request to sell their PTO no later than December 1 of each calendar year.

E. A maximum of 800 hours PTO can be carried over to the next calendar year. The total number of hours carried over from one year to the next can never exceed 800. Any PTO in excess of 800 hours will be lost if it is unused in the calendar year, unless extenuating business circumstances have prevented the employee from taking scheduled PTO. In such cases, PTO may be carried over and taken in the first half of the next year with the approval of the Chief of Police and the City Manager.

F. The Chief of Police, or their designee, shall determine when paid time off shall be granted for the Department. The City Manager shall have authority to approve or disapprove leave for the Chief of Police.

G. Employees will earn ten (10) hours of PTO incentive for not calling out eight hours or less before their shift starts in a six-month period of time, based on January 1st to June 30th and July 1st to December 31st. An employee can earn up to a maximum of 20 hours per year.

H. All regular full-time employees covered by this article shall earn PTO in accordance with the following schedule:

Years of Service	Bi-Weekly Accrual	PTO Hours Per Year
Less than One Year	5.70 hours	148 hours
One to Five Years	7.85 hours	204 hours
Five to Eleven Years	8.77 hours	228 hours
Eleven to Twenty Years	10.31 hours	268 hours
Over Twenty Years	11.85 hours	308 hours

4. Military Leave

An employee within the bargaining unit who is commissioned reserve officer or reserve enlisted personnel in the United States Military, Naval Service, Coast Guard or member of the Florida State National Guard shall be granted a leave of absence from his/her respective duties in accordance with the terms of Chapter 115 and 250, Florida Statutes, during such instances when they are ordered to military service or field training. Accordingly, an employee who is called to perform active military service shall be granted a leave of absence for said service as specified in the state statute, and the first thirty (30) calendar days of any such leave will be without loss of pay. An employee who is ordered to field training in an active or inactive duty training status shall be granted a leave of absence as specified in the state statute for such service, and shall suffer no loss of pay for a period not to exceed two-hundred forty (240) working hours in any one (1) fiscal year.

An employee who obtains leave under this section of this Article shall be required to submit an appropriate form to the Chief of Police as well as submit an order or statement from the appropriate military commander as evidence of any such duty.

An employee serving on a military leave of absence will retain seniority and continuous service rights.

5. Family and Medical Leave

A member of the bargaining unit shall be entitled to family and medical leave to the same extent and in the same manner as all city employees.

ARTICLE 9 PROBATIONARY PERSONNEL

A. Initial Probation

Each newly hired or rehired employee in the bargaining unit shall serve a probationary period not to exceed 365 days during which time the employee shall not be entitled to any seniority rights but shall be subject to all of the terms and conditions of this Agreement. Upon completion of said 365 days, the employee shall be known as a regular, full-time member and seniority rights shall accrue from the commencement of the probationary period.

An employee, while on initial probation, shall be entitled to any merit increase, across-the-board increase, percentage increase or bonus provided for during the term of this Agreement which occurred during the employee's probationary period.

An employee who does not satisfactorily complete his/her initial probation shall be terminated and shall have the right to grieve whether or not the termination was justified. Such grievance may only be processed up to Step 2 of the grievance procedure, as set forth in this Agreement, and the decision at that step shall be final.

B. Promotional Probation

An employee who is promoted shall serve a probationary period of six (6) months, during which time the employee shall accrue seniority rights with the Department but not at the promoted classification. Upon completion of said six (6) months, the employee shall be entitled to accrue seniority rights at the promoted classification retroactive to the commencement of the promotion.

An employee returned to the rank held prior to probation within the first ninety (90) days of probation shall have the right to grieve the decision, and the grievance will be limited to and may only be processed up to Step 2 of the Grievance procedure, as set forth in this Agreement, and the decision at that step shall be final. An employee returned to the rank held prior to probation after the ninetieth (90th) day of probation shall have the right to grieve the decision, and the grievance will not be limited to Step 2 of the grievance procedure set forth in this Agreement.

ARTICLE 10 BULLETIN BOARDS

Where a bulletin board is available, the City agrees to provide space on such bulletin board for Association use. Where a bulletin board is not available, the City agrees to provide such a board.

The City shall permit the Association to post notices of the Association's business and matters relating to the administration of this Agreement.

ARTICLE 11 VOTING/POLITICAL ACTIVITY

During a primary, general or special election, an employee who is a registered voter and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two hours before or after hours after the employee's regular scheduled work period, it shall be considered sufficient time for voting.

Employees will be allowed to engage in the full range of political activities guaranteed to all citizens while off duty and not in uniform.

ARTICLE 12 INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves these employees in all manner of contacts and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, Departmental supervisory officials whose primary concern must be the security of the City and preservation of the public interest.

In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the right to conduct investigations of citizen complaints and matters of internal security. In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or the City, whichever is appropriate, shall notify the employee of the complaint. Upon the conclusion of the formal investigation the employee will be notified of the disposition of the complaint.

Any investigative interrogation of a sworn employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted pursuant to and in strict conformity with the provisions of Chapter 112, Part VI, Florida State Statutes, including, but not limited to:

A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

B. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation and shall be informed of the name(s) of the complainant(s). All identifiable witnesses shall be interviewed whenever possible, and the specific alleged violation(s) of City and/or Department policies prior to the beginning of the investigative interview of the accused officer.

C. The charge "conduct unbecoming an officer" can be used provided it is qualified by "in that he/she and state the violation of the Rules and Regulations."

D. The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through one (1) interrogator during any one (1) investigative interrogation, unless specifically waived by the officer under investigation.

E. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such rest periods as are reasonably necessary. All interrogations must be held at the headquarters of the High Springs Police Department unless the employee is unable to come to the headquarters or both parties agree to some other location.

F. At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation.

G. The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.

H. If the employee under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

I. No employee shall be ordered to submit to any device designed to measure the truth of his responses during questioning; provided, however, that there shall be no restriction on the right of any employee to submit to such device on a voluntary basis. There shall be no reference for refusing to take a polygraph entered into any City record or notes unless the employee volunteered or agreed to take a polygraph and then refused.

J. During interrogations the employee shall not be subjected to offensive language or threats of transfer, dismissal, or other disciplinary action. The interrogator does not have the right to make a promise of reward as incentive to answering questions.

K. During interrogations, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigations.

L. In the interest of internal security and fairness to the employee under investigation, the City insofar as is legally permissible, agrees to make no public statements concerning the alleged violation or the validity of the allegations under investigation until such time as the investigation has been completed and the findings of the investigation published. In the event the employee under investigation, or any organization or person representing said employee makes public statements concerning the allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.

M. An employee under investigation may obtain a copy of any written statement he has executed.

N. The findings of the investigations shall be labeled "Unfounded" (did not occur), "No Conclusion" (unable to determine guilty or not guilty), "Sustained" (guilty as charged) or "Not Sustained" (not guilty). No other terminology may be used.

In investigations involving sworn or non-sworn personnel, where an employee is to be interrogated concerning an alleged violation of the Rules and Regulations of the City or the Department which, if proven, may result in discipline to the employee which is greater than a written reprimand, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choosing or a representative may be present during the interrogation. Where the attorney or P.B.A. representative is not immediately available and condition permit, the interrogation will be postponed for one twenty-four (24) hour period.

No employee will be compelled to speak or testify, or be questioned by any non-governmental agency.

In case where the City chooses to relieve any member of the bargaining unit from duty pending an investigation or other administrative determination, the following conditions will prevail:

1. The employee will remain on full salary and allowances and shall not lose any benefits during this period of time. Matters should be settled within a two (2) week time frame. Neither the employer nor the employee may unduly delay the hearing.

2. In the event the employee has been charged criminally with the filing of any criminal traffic violation, any misdemeanor or any felony, the employee will be put on administrative leave without pay pending the conclusion of the investigation or by approval of the City Manager. The City reserves the right and may, under circumstances, place the employee on administrative duties pending the conclusion or dismissal of the charge filed. If the employee is found not guilty or if the charges are dropped, the employee will be paid their base salary without interest for the time they were on leave without pay and there will be no loss of seniority or benefits for that period of time.

Only "sustained" findings following an investigation will be inserted in an employee's personnel record; however, a separate Internal Affairs file may be kept on employees containing all complaints lodged and all findings made. Unless there is a recurrence of the same infraction within one (1) calendar year, the prior infraction will not be used for progressive disciplinary purposes.

The City shall not discharge or discipline any employee without just cause and due process. The City agrees that no that adverse action will be taken against any employee who exercises the rights provided for in this Article.

ARTICLE 13 LEGAL BENEFITS

The City will defend employees against any legal actions taken against them as a result of their actions while acting in the scope of their employment, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property (i.e. in the line of duty) and will initiate any proper and appropriate counter suits.

The City agrees to indemnify all employees against judgments levied against them as a result of their actions while acting in the scope of their employment, unless the employee acted in bad faith or with malicious purpose of in a manner exhibiting wanton and willful disregard of human rights, safety or property.

ARTICLE 14 RULES AND REGULATIONS

The City's Personnel Rules and Regulations and the Police Department's Rules, Regulations, Directives, Orders and Standard Operating Procedures shall be applicable to all members to the extent they do not conflict with this Agreement.

Prior to the City implementing any change to its Personnel Rules and Regulations, the P.B.A. shall be provided five (5) days' notice and an opportunity to discuss such change(s).

However, under emergencies classified as such by the City Manager, changes may be made without notice until the situation is resolved, wherein the change would be made without notice until the situation is resolved, wherein the change would be noticed with an opportunity to discuss as provided for in this Paragraph.

The City agrees to meet with the Association within sixty (60) days after the implementation of this Agreement for the purpose of discussing new rules and regulations.

The City will provide each newly-hired or rehired employee with a copy of all of the City's Personnel Rules and Regulations and the Police Department's Rules, Regulations, Directives, Orders and Standard Operating Procedures.

It shall be understood that the Chief of Police may modify, change, remove or add to any Department Rule, Regulation, Directive, Order, or Standard Operating Procedure as long as it does not conflict with any of the provisions of this Agreement.

Any changes to a member's compensation, terms and conditions of employment or benefits, which are not resolved after meeting and conferring shall be subject to impact bargaining.

ARTICLE 15 TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

Employees temporary filling, or interacting capacity a position in higher rank shall receive a rate of the base salary of the higher classification or five percent (5%) higher than the employee's base rate of pay, whichever is greater, after serving in that capacity for at least forty (40) hours.

ARTICLE 16 TRAINING

A. Where the City requires an employee to attend supervisory training and/or training in specialized techniques, the City will make every reasonable effort to facilitate the employee attending such training during his normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during his off-duty hours; provided, however, that the time spent by the employee in such training during his off-duty hours shall be compensated in accordance with hours of work and overtime.

B. All sworn officers will be required to train and qualify with their duty weapon, and any other authorized weapon, on an annual basis. The training will be conducted by a certified firearms instructor. All ammunition and safety equipment required for authorized training and qualification will be furnished by the City. Any employee required to attend such training during their off-duty hours will be compensated in accordance with hours of work and overtime. An employee will be required to post a score of at least eighty percent (80%) of the HSPD 50 handgun qualification course, attached to this Agreement as Appendix "A," to qualify. An employee who fails on a third attempt to qualify with his/her duty weapon shall be reassigned to a non-sworn capacity until the employee posts a qualifying score with no reduction in pay.

The City shall provide to each sworn officer upon written request fifty (50) rounds of .40 caliber handgun ammunition per quarter to be utilized to assist with necessary skill handling and shooting proficiency. The employee shall be required to shoot the ammunition within the quarter that the ammunition is received. An employee may shoot the ammunition while on-duty provided the employee receives approval in advance from their immediate supervisor.

Transportation to the pistol range or transportation to any required and scheduled training shall be provided by the Police Department. In the event such transportation is not available, the employee shall be entitled to applicable travel time and mileage allowance, at the current rate established by the State of Florida.

The Employee Management Committee shall discuss and make recommendations concerning which manuals will be used, what weapons or equipment shall be carried and qualified, and what other equipment or weapons may be carried after qualification. These recommendations shall be forwarded to the Chief for consideration and approval where appropriate.

ARTICLE 17 ASSOCIATION REPRESENTATIVE

The Association shall be represented by its President or his designee.

An employee representative of the Association shall be permitted reasonable access to all Police Department work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement. The Association shall inform the City of the identity of its representative at least forty-eight (48) hours prior to obtaining access provided in this Paragraph, unless the parties agree otherwise.

The City shall on or about October 1st annually provide the Association with a complete roster of the name, rank, position and date of hire for each police officer and communications employee. The Association will, upon receipt of the roster, furnish the City with a list of current members of the bargaining unit, or submit a statement verifying that the membership of the unit contains no persons not included in the City's roster.

One (1) employee representative of the Association who is engaged in the negotiation of the successor contract shall be allowed to attend the negotiation sessions that occur within his/her normal duty hours without loss of pay or benefits.

ARTICLE 18 EDUCATIONAL ASSISTANCE

Section 1. "Educational Assistance Plan"

The City of High Springs' educational assistance plan is designed to assist the City employees in obtaining additional training and educational in law enforcement related subjects to prepare them for advancement.

Section 2. "Reimbursement"

As money is available and budgeted, each employee shall be reimbursed, up to \$1,500 each fiscal year, upon successful completion of each course, if the following criteria are met:

- A. The employee has successfully completed the probationary period.
- B. The employee has submitted an application for tuition assistance to the Chief of Police prior to registering for the course. Application forms may be obtained from the Personnel Department.
- C. The employee has received an approved application form from the Chief of Police or his designee prior to registering for the course.
- D. The employee satisfactorily completed the course with a grade of "C" or better.
- E. The employee is still employed by the City of High Springs Police Department at the time application for reimbursement is submitted.
- F. The employee submits the approved application form, accompanied by the tuition receipt and evidence of satisfactory completion of the course with a letter grade of "C" or better or a grade of "Satisfactory" where a letter grade is unavailable to the Chief of Police or his designee for reimbursement. At the time of submission, the employee must certify that he/she did not and will not receive any funds for reimbursement for any course from any source other than the City of High Springs, i.e. G.I. Bill, federal grant, etc.

An employee whose employment is terminated voluntarily or involuntarily within one (1) year of being reimbursed for a course will be required to reimburse the City for the prorated amount of reimbursement based on a twelve (12) month schedule, and such reimbursement may be deducted by the City from the employee's pay or accrued leave.

An employee found to have falsified an application for reimbursement will be disciplined up to and including termination.

Subject to the above criteria being met, an employee shall be reimbursed for tuition and books based on the following schedule:

Letter Grade "A" or "B"	100%
Letter Grade "C" or "Satisfactory"	50%

Any grade below a letter grade of "C" or a course graded "unsatisfactory" will not entitle to any reimbursement.

ARTICLE 19
WORKERS' COMPENSATION BENEFITS

An employee who is covered by Chapter 440, Florida Statutes, Workers' Compensation, and in accordance with the provisions set forth there under, incurs an injury or illness while on duty, and directly related to work performed for the Police Department, shall be authorized to receive all of the benefits under said statutory scheme to the full extent allowed by the law to the same extent provided for all City employees whichever is greater.

ARTICLE 20
INSURANCE/RETIREMENT

The City agrees to furnish all full-time bargaining unit members with a major medical, surgical, hospitalization and group insurance plan.

The City agrees to pay the entire premium for the employee's coverage. The employee shall be responsible for payment of the premium for the employee's spouse and/or dependents, if desired.

The City agrees to enroll all members of the bargaining unit in the Florida Retirement System (FRS), upon application to and acceptance by FRS. If determined eligible by FRS, employees who were enrolled in the City of High Springs/Florida League of Cities Police and Firefighters' Pension Trust, may purchase coverage in FRS, retroactive to the date of their employment.

ARTICLE 21
HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

A. A normal work period for members covered by this Agreement shall depend on their schedule. There shall be two (2) normal shifts, eight (8) and twelve (12) hour shifts.

B. Those employees assigned to work an eight (8) hour shift shall be scheduled to work ten (10) eight (8) hour shifts per two (2) week pay period. Any hours worked in excess of those hours shall be compensated at the rate of time and a half (1 1/2) their regular straight time.

C. Those employees assigned to work twelve (12) hour shifts shall be scheduled to work six (6) twelve (12) hour shifts and one (1) eight (8) hour shift per two (2) week period. Any hours worked in excess of those hours shall be compensated at time and a half (1 1/2).

D. Dispatchers shall bid on their shifts once annually at the beginning of each calendar year, which shall be done on the basis of seniority. Four (4) of the shifts will be 12-hour shifts and will be the same as the police officers. There will be an additional "cover" shift that will run either 1600-2400 (4 pm-12 am) or 1700-0100 (5 pm-1 am) for Tuesday through Sunday. In order to compensate for the four (4) hours of automatic overtime that this 12-hour shift creates, the communications supervisor will work one late date (Wednesday) from 1100-1900 (11 am-7 pm),

allowing the dayshift dispatcher to go home at 1500 (3 pm) and work an eight (8) hour day. Additionally, the nightshift dispatcher's work schedule will require one eight (8) hour work day per pay period (Tuesday through Sunday) beginning at 2300 (11 pm) with the "cover" shift dispatcher working those hours. Days off shall be rotated quarterly (e.g., From January through March, a day shift dispatcher will have Saturday and Sunday off; from April through June, the days off shall rotate to Monday and Tuesday; etc. This shall apply to the other two (2) shifts in the same manner). Notwithstanding the foregoing, at any time that the City has less than four (4) full time dispatchers employed and working a full-time schedule, the Chief of Police or his designee may schedule dispatchers in a manner that, in his discretion, provides the maximum coverage and benefit to the City.

E. Each year, starting on the pay period which starts after January 1st, bargaining unit members assigned to twelve (12) hour shifts will re-bid for one of the two (2) twelve (12) hour shifts. Placement on the shifts will be determined by seniority and will last for the calendar year. The City may create a twelve (12) hour relief shift with hours based on the needs of the Department. The bidding and placement described in this paragraph is only for one (1) of the two (2) twelve (12) hour shifts. The Chief of Police or his designee reserves the right, in his discretion, to make team and squad assignments.

F. Those members with a rank of Sergeant or above or a supervisor will be exempt from the bid process and may be placed on a shift and rotated as the need arises.

G. If an employee covered by this Agreement is called out to work at a time outside their normal working hours, they shall receive a minimum of two (2) hours pay or actual time worked, whichever is greater.

H. The above mentioned minimum call-out compensation shall apply to required off-duty appearances as a subpoenaed witness to attend any court, deposition, or other legal matters on pending criminal, civil or traffic cases where the employee is involved in their official police capacity. Any fees in connection with the appearance before any court or for the purpose of taking depositions shall be retained by the employee. Any mileage fees shall be paid to the City if a City vehicle was used for travel.

I. In the event an employee is off duty and placed on "stand-by" in anticipation of a disaster or similar circumstances, that employee will be paid one half of their base pay rate for those hours on stand-by. Only the Chief of Police or his designee can place an employee on stand-by.

J. A seventy-two (72) hour notice shall be given to the employee prior to any change in a scheduled work shift in excess of three (3) working days unless there is an emergency as classified by the City Manager.

K. For purposes of determining overtime, hours worked shall not include time off taken for vacation, sick leave, bereavement leave, or time taken off for holiday leave but shall include time spent in training, travel to and from court, and time actually working a shift.

L. Extra duty assignments of a nature other than working over at the end of a shift or coming in early for a shift will be assigned by rotation on the basis of seniority, starting with the

employee having the greatest seniority. Should an employee be offered an overtime or extra duty assignment and decline that assignment, their name will be placed on the bottom of the list. In certain cases, an employee may wish to not work extra duty or overtime assignments. In that situation, an employee may request, in writing, to have their name removed from the list.

M. No employee shall work more than sixteen (16) hours per day, sixty (60) hours per week or one hundred-twenty (120) hours per pay period without permission from the Chief of Police or his designee.

N. Shift Coverage – When a bargaining unit member works a shift outside of their normal shift schedule, the bargaining unit member shall be paid at the rate of time and one-half (1.5x) their base hourly rate regardless of whether the member met the rules for overtime compensation or not as outlined in Section B and C of this article. This section is intended for bargaining unit members who have, or will use, vacation time during the pay period.

ARTICLE 22 VACCINATIONS

The City shall furnish all members of the bargaining unit with the full extent of vaccinations and blood-borne pathogen protection required by Florida law or provided to all general employees, whichever is greater.

ARTICLE 23 CORRECTIVE ACTION

It shall be the duty of each member to maintain high standards of cooperation, efficiency and integrity in his or her conduct and work performance with the City in keeping with the Oath of Office; the laws of the United States, the State of Florida and the City of High Springs; provision(s) of Departmental or City Rule(s) or Regulation(s) and Standard Operating Procedure(s) and other directive(s).

The City has the right to take corrective action against an employee for unsatisfactory work, misconduct or for other just cause. "Corrective action" shall mean disciplinary action including, but not limited to, written reprimand, suspension or discharge.

The City follows a system of progressive discipline in that the City imposes a level of discipline necessary to correct undesirable behavior. Actions taken may increase in severity if the original offense is not corrected or if a subsequent offense arises. Progressive discipline assures that discipline is administered consistently and in a non-discriminatory manner.

Based on the severity of the offense, disciplinary action imposed by the City for the first or subsequent offenses may include a suspension without pay, a reduction in salary, demotion or discharge.

Actions that may result in the immediate removal of an employee from the work site include, but are not limited to: criminal misconduct, arrest for domestic violence, assault, battery, theft, insubordination, sabotage, any threat to the safety of employees or the public and/or suspected drug or alcohol use on the job.

Disciplinary actions are as follows:

1. Written Reprimand: Issued by management when counseling has not resulted in a satisfactory change in the employee's conduct or work performance or when counseling is not deemed by management to be sufficiently severe for the offense.
2. Suspension: Issued by management for the good of the City or for other just cause or when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is an involuntary removal from the work site which includes loss of pay for the time specified.
3. Discharge: Issued by management for just cause or when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for discharge is not required for an initial probationary employee who fails to meet probationary standards. A discharge is a permanent separation from and termination of employment with the City.
4. Other types of disciplinary action may be appropriate including, but not limited to, reduction in pay or reduction in classification (i.e. demotion).

An employee being considered for discipline that constitutes anything greater than a written reprimand shall receive notice of being considered for such discipline at least twenty-four (24) hours in advance of such action being taken in writing unless conditions as deemed by the Police Chief exist which would require immediate action or circumstances by the affected employee exist which would require immediate action or circumstances by the affected employee exist which make such advance notice impossible.

Administrative leave or a suspension with pay may be utilized for the purpose of an investigatory procedure or pending investigation. The determination of whether an employee shall be placed on administrative leave or suspended with pay shall be made by the Police Chief or his designee, in his sole discretion.

Appeal and grievance rights or employees are provided in other articles within this Agreement.

ARTICLE 24 HOLIDAYS

The City recognizes the following as paid holidays for bargaining unit employees:

New Year's Day---January 1
Martin Luther King, Jr. Birthday---Third Monday in January
President's Day – Third Monday in February
Memorial Day---Last Monday in May
Independence Day---July 4
Labor Day---First Monday in September
Veterans' Day---November 11
Thanksgiving Day---Fourth Thursday in November
Day after Thanksgiving---Fourth Friday in November
Christmas Eve---December 24
Christmas Day---December 25
New Year's Eve---December 31

1. Each member of the bargaining unit will receive ten (10) hours holiday pay for each holiday listed above at his/her regular rate of pay.
2. An employee who works on a holiday will be paid at a rate equal to one and one-half (1 1/2) times his/her regular hourly rate. For calculation of hours worked at the overtime rate, the holiday shall start and end at midnight and hours worked between those time periods will be counted at time and a half (1 1/2) regardless of the employee's shift starting and ending times.
3. An employee who is scheduled to work and who wishes to take the holiday off, must obtain the approval of the Chief of Police or his designee.
4. If a holiday falls while an employee is on vacation, it will be paid as a holiday and not charged to vacation time for that day. Holidays that fall during scheduled vacation may be filled by the City.
5. Bargaining unit employees who are working and/or on standby will receive one (1) day off for each nonscheduled "emergency day off" granted by the City Manager or the Mayor to non-bargaining unit employees who are paid. Said day off must be scheduled with the approval of the Chief of Police.
6. Each bargaining unit employee will receive one ten (10) hour Personal Holiday each calendar year. The Personal Holiday will be available to the member each January 1 and must be used by each December 31 of each year or the Personal Holiday will be forfeited.

ARTICLE 25 MANAGEMENT RIGHTS

The Association agrees that the City has and will continue to retain, whether exercised or not, the sole and unquestioned right to operate and manage its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, including, but not limited to its Police Chief and City Manager, shall include, but shall not be limited to: the right to determine the organization of City government; to determine the purpose of each of its constituent agencies; to exercise control and discretion over the organization and efficiency of the City; to set standards for services to be offered to the public; to direct the employees of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees of duties because of lack of work, funds or other reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine if goods or services are to be made or purchased; to establish, modify, combine or abolish job classifications; to change or eliminate existing methods, equipment or facilities; and to establish, implement and maintain an effective internal security program.

The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Commission and to expend monies appropriated by the Commission as it shall deem advisable.

Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

If it is determined by the City that emergency conditions exist, including, but not limited to: riots, civil disorders, hurricane or severe weather condition, catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage rates, overtime, and other monetary benefits shall not be suspended.

Any changes to a member's wages, terms and conditions of employment or benefits shall be subject to impact bargaining.

ARTICLE 26 WAGES

Section 1 – Establishment of a Step Plan

Effective October 1, 2022, a step plan is established for all bargaining unit members, as reflected in Appendix A, attached to this article. Effective October 1, 2022, all members will have

their salaries adjusted based on their years of service in their grade, as reflected in the Appendix B, attached to this article.

Effective October 1, 2022, if the City hires a bargaining unit member with previous law enforcement experience, the bargaining unit member may be given, at the discretion of the City, one (1) year of credit for each two (2) years of law enforcement service.

If a bargaining unit member serves in an acting position immediately prior to their promotion into that position, the acting time shall count towards their total years of service.

Section 2 – Wage Increases

1. For Fiscal Year 2023-2024, the parties agree that bargaining unit members will NOT advance one step in the established Step Plan; however, the Step Plan will receive a three percent (3%) Cost of Living Adjustment (COLA). This will result in each employee receiving three percent (3%) pay increase across the board.
2. For Fiscal Year 2024-205 and 2025-2026, the parties agree that all bargaining unit members shall advance one step in the Step Plan as outlined in Section 1 of this Agreement and Appendix A, attached to this Agreement.

Section 3 – Training Pay (DOR)

Bargaining unit members assigned to complete a Daily Observation Report on a Police Officer/Police Sergeant Trainee will be compensated at the rate of fifteen dollars (\$15) per report.

ARTICLE 27 SAVINGS CLAUSE

All job benefits hereto enjoyed by the employees who are not specifically provided for or abridged by the Collective Bargaining Agreement shall continue under conditions that they had previously been granted. The Agreement will not deprive any employee of any benefits or protection granted by the laws of the State of Florida, the ordinances of the City of High Springs, or the personnel rules and regulations of High Springs not in conflict with this Agreement.

ARTICLE 28 SEVERABILITY CLAUSE

Should any provision of this Collective Bargaining Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of accord of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Should any article be rendered invalid, it shall be re-negotiated within sixty (60) days.

ARTICLE 29 STRIKES AND LOCKOUTS

There will be no strikes, work stoppages, picket lines, slow downs, boycotts, or conceited failure or refusal to perform assigned work by the employees or the Association and there will be no lockouts by the City for the duration of this Agreement. The Association supports the City fully in maintaining normal operations.

Any employee who participates in or promotes a strike, work stoppage, picket line, slow down, boycott, or conceited failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to grievance and arbitration procedure.

It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

"Picketing" as used herein shall mean any action which has the effect of preventing employees from reporting to or continuing work or preventing the public from entering public facilities.

ARTICLE 30 AGENCY ASSIGNED VEHICLES

A. The Chief of Police reserves the right to establish the availability of vehicles, positional assignments, the process by which vehicle assignment will be made, to monitor the program to ensure compliance with the policies governing the use of the Department vehicles, and to suspend or terminate an assignment or the program. In this regard, the Chief of Police may require that a vehicle assigned to an employee pursuant to Paragraph B be called in as a pool vehicle.

B. Subject to the language in Paragraph A, an employee is authorized to drive his/her agency-assigned vehicle to and from the employee's home so long as the employee either holds the rank of Sergeant or the employee's homestead is within thirty miles of the City limits. The employee may also use the vehicle for training, court appearances, special details and other needs as designated or approved by the Chief of Police.

C. Notwithstanding the language in Paragraph A, an employee assigned as the K-9 Handler shall be issued a vehicle and is authorized to drive the vehicle to and from the employee's home as well as to training, court appearances, special details and other needs as designated or approved by the Chief of Police.

D. An employee shall be allowed to use an agency vehicle for all off-duty work that is law enforcement related, provided that the off-duty work has been approved in advance by the Chief of Police.

ARTICLE 31
CLOTHING AND UNIFORM ALLOWANCE

A. For the fiscal year beginning October 1, 2020, and through the term of this Agreement, the member of the bargaining unit assigned as a detective on October 1, 2020 shall be paid the lump sum of \$500 for a clothing allowance.

B. All sworn officers shall be given a shoe allowance of \$150 per year payable on October 1st.

C. Uniformed employees will be issued two (2) new shirts and two (2) new trousers per year, if requested.

ARTICLE 32
TERM OF AGREEMENT

Section 1

This Agreement is effective October 1, 2023, and will remain in effect through September 30, 2026. The City and the Association agree that for the Fiscal Years 2024 - 2025, and 2025 – 2026, each party has the right to reopen up to two (2) articles in addition to Article 26.

Section 2 - Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

IN WITNESS HEREOF, the parties have signed this AGREEMENT to be effective as of October 1, 2023.

APPROVED BY THE CITY OF HIGH SPRINGS



Bruce Gillingham, Assistant City Manager

10/22/2022

Date


APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.



George J. Corwine
Chief Negotiator
Florida Police Benevolent Association, Inc.

Oct 12, 2023

Date



Kendrick Hampton
High Springs Police Department
NCFL PBA Representative

10/12/2023

Date

Appendix A

Officer & Sergeant

Completed Years in Rank as of October 1, 2023

Rank	Base	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year
Officer	\$ 41,862	\$ 43,014	\$ 44,196	\$ 45,412	\$ 46,661	\$ 47,944	\$ 49,262	\$ 50,617	\$ 52,009	\$ 53,439
Sergeant	\$ 53,667	\$ 55,210	\$ 56,797	\$ 58,430	\$ 60,110	\$ 61,838	\$ 63,616	\$ 65,445	\$ 67,327	\$ 69,262

Rank	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Officer	\$ 54,909	\$ 56,419	\$ 57,970	\$ 59,564	\$ 61,202	\$ 62,885	\$ 64,615	\$ 66,392	\$ 68,218	\$ 70,094	\$ 72,021
Sergeant	\$ 71,254	\$ 73,302	\$ 75,410	\$ 77,578	\$ 79,808	\$ 82,102	\$ 84,463	\$ 86,891	\$ 89,389	\$ 91,959	\$ 94,603

**Florida Police Benevolent Association, Inc.
High Springs PD Agreement
(Officer & Sergeant)**

Date: Oct 12th, 2023 - **TOTAL**

Contract Ratification Vote

Official Vote Ratification Tally Sheet

Number of Eligible Voters: 18

Number of Ballots Cast: 8



Ballots Cast For Agreement: 8

Ballots Cast Against Agreement: 0

Challenged Ballots: 0

Comments:

Representatives for the PBA:

 FLPBA
 HSPD Rep

Special Presentation



Commission Agenda Item Request Form

MEETING DATE: October 26th, 2023, @ 6:30 pm

SUBJECT: New Officer Swearing-In Ceremony

AGENDA SECTION: New Business

DEPARTMENT: Police Department

PREPARED BY: Chief Antoine Sheppard

RECOMMENDED ACTION: Informational

Summary

The High Springs Police Department is administering the oath of office to four recently hired police officers:



- Officer Miner started working for the High Springs Police Department in the month of July 2023. He was originally born and raised in Gainesville, FL. He has dedicated his whole life to becoming a police officer and is tremendously grateful for his career with the High Springs Police Department. Montavis has had the continuous support of his family and friends throughout his journey of becoming a police officer.



- Officer Sayers started her law enforcement career in 2006 as a United States Coast Guard member. She returned home to be with her family and continued in local law enforcement. She enjoys anything outdoors and is excited to return to our schools protecting today's youth. SRO Sayers is currently assigned to High Springs Community School.



- Reserve Officer Brockdorf has been a police officer for 16 years. He began his career at the Jacksonville Sheriff's Office and has gained experience working at the Clay County Sheriff's Office, the University of Florida Police Department, and the Alachua County Sheriff's Office. While most of his experience pertains to dealing with gangs, he has responded to every type of call except for a boat accident. He graduated from the University of Florida and is currently pursuing his PhD in Criminal Justice, focusing on Disproportionate Arrest Rates.



- Officer Allen was born and raised in West Palm Beach, Florida. In 2009, she moved to Alachua County for college. Sara began her law enforcement career at the ACSO in 2010. While working there she became a sworn officer and met her husband, Tyler. In 2019 Sara and Tyler made the City of High Springs their home. Three short years later, they welcomed their daughter Lainey into the world. July of this year, Sara decided to serve her local community and join the HSPD. Sara enjoys spending her free time with her daughter and husband and whenever she is near the water, her favorite hobby is offshore fishing. Sara is also an avid Florida Gator fan, so every Saturday, now through November, you'll find her planted in front of the TV cheering on the Florida Gators.

Oath of Office

"I _____ do solemnly swear that I am a citizen of the United States of America and a resident of the State of Florida; that I am duly qualified to hold office under the Constitution of the State and the Charter of the City; and that I will well and faithfully perform the duties of Police Officer on which I am now about to enter; and as a recipient of public funds as such officer, that I will support the Constitution of the United States of America and the Constitution of the State of Florida; and that I will, in all respects, observe the provisions of the Charter and Ordinance of the City of High Springs

ATTACHMENTS: None

REVIEWED BY CITY MANAGER: Yes

Unfinished Business Item # 1



Commission Agenda Item Request Form

MEETING DATE: OCTOBER 26, 2023

SUBJECT: BUSINESS IMPACT ESTIMATE ORDINANCE

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: CITY MANAGER

PREPARED BY: ASHLEY STATHATOS, CITY MANAGER

RECOMMENDED ACTION: APPROVE

Summary

The State has recently come out with a new mandate that cities must prepare business impact estimates to go along with the adoption of certain ordinances. If cities adopt an ordinance which requires a business impact estimate and one is not provided, unreasonable or arbitrary, then, the ordinance may be subject to local challenge and invalidated. Legal action may also be taken.

The business impact estimate must include a summary of the proposed ordinance and its public purpose, the impact of the ordinance on businesses, any new charges or fees for which a business will be responsible, an estimate of the city's municipal regulatory costs as well as the number of businesses that will be impacted by the ordinance. Ordinances which are exempt include: Ordinances written to comply with federal or state laws, ordinances to refinance debt, ordinances related to the adoption of the budget and/or amendments to it, ordinances required to implement a contract or agreement, emergency ordinances, procurement ordinances, ordinances relating to planning and growth policies and regulations, Florida Building Code and Fire Prevention Code.

Since this ordinance is being written to comply with a state mandate, it needs to be approved.

REVIEWED BY CITY MANAGER: Yes

ORDINANCE NO. 2023-12

AN ORDINANCE OF THE CITY OF HIGH SPRINGS, FLORIDA; IMPLEMENTING THE STATE'S STATUTORY MANDATE TO PREPARE BUSINESS IMPACT ESTIMATES PRIOR TO THE ADOPTION OF PROPOSED ORDINANCES PURSUANT TO SECTION 166.041(4), FLORIDA STATUTES; PROVIDING FINDINGS; ADOPTING BUSINESS IMPACT ESTIMATE PROCEDURES, REQUIREMENTS, & EXEMPTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS, FLORIDA, AS FOLLOWS:

SECTION 1. FINDINGS. In adopting this Ordinance, the City Commission of the City of High Springs, Florida (the "City") hereby makes and expresses the following findings, purposes, and intent:

(1) The City has been conferred broad legislative powers to enact ordinances to perform governmental functions and exercise power to promote the health, welfare, safety, and quality of life of a local government's residents by both the Florida Constitution and the Florida Legislature.

(2) The procedures for adopting municipal ordinances are set forth in Section 166.041, Florida Statutes.

(3) The Florida Constitution grants cities broad authority to take actions furthering citizens' health, welfare, safety, and quality of life called "home rule," and this authority includes legislative powers to enact local laws.

(4) Florida cities have those governmental, corporate, and proprietary powers that enable them to conduct municipal government, perform their functions and provide municipal services, and exercise any power for municipal purposes, except as otherwise provided by law.

(5) These home rule powers have been liberally construed when reviewed by courts.

(6) This broad home rule authority is limited by two guideposts: preemption, where a higher level of government such as the State has already legislated on a topic, and standards of reasonableness.

(7) A municipal ordinance can be declared invalid on the grounds that it is inconsistent with the Florida Constitution or Florida Statutes, and inconsistency may be found where a city ordinance is either preempted by or in conflict with the Florida Constitution or Florida Statutes.

(8) A municipal ordinance can also be declared invalid on the grounds that it is arbitrary or unreasonable, meaning that it has no legitimate governmental interest, and city ordinances are presumed valid by courts reviewing them, and the burden falls on the challenger to establish the ordinance's arbitrary or unreasonable nature.

(9) Beginning October 1, 2023, municipal ordinances adopted in Florida may be subject to local challenge based upon failure to produce a "business impact estimate."

(10) If a court invalidates an ordinance, this ruling may result in imposition of attorneys' fees against a city if an ordinance is later determined to be arbitrary or unreasonable.

(11) The Florida Legislature also adopted a statutory mandate that cities produce a "business impact estimate" prior to passing an ordinance, subject to certain exemptions and exceptions.

(12) The statute (Chapter 2023-309, Laws of Florida, codified as Section 166.041(4), Florida Statutes) mandates that the estimate must be published on the city's website and include certain information, such as the proposed ordinance's purpose, estimated economic impact on businesses, and compliance costs.

(13) This unfunded state mandate also imposes certain conditions on lawsuits brought by any party to challenge the legal validity of local ordinances as preempted by state law, arbitrary, or unreasonable.

(14) The state has created a number of exemptions for certain specified ordinances, including

- Ordinances required to comply with federal or state laws or regulations
- Ordinances relating to the issuance or refinancing of debt
- Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- Ordinances required to implement a contract or agreement, including grants or financial assistance
- Emergency ordinances
- Ordinances relating to procurement
- Ordinances enacted to Implement: Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits; Sections 190.005 and 190.046 (CDDs); the Florida Building Code; the Florida Fire Prevention Code.

(15) The City Commission has provided all necessary public notice and held the requisite public hearings and accepted testimony and other competent, substantial evidence from the public for purposes of making these findings and determining to adopt this ordinance.

SECTION 2. CREATION OF SECTION 2-1 CODE OF ORDINANCES; IMPLEMENTATION OF STATUTORY MANDATE TO PERFORM BUSINESS IMPACT ESTIMATES. Section 2-1 of the Code of Ordinances of the City of High Springs, Florida (hereafter “the Code”) is hereby created to read as follows:

“Sec. 2-1. Implementation of Statutory Mandate to Perform Business Impact Estimates. The City Commission hereby adopts an ordinance to implement the Florida statutory mandate contained in § 166.041(4), Florida Statutes, to perform business impact estimates prior to the adoption of certain ordinances as specified in the statute. The City Commission shall perform a business impact statement in accordance with the requirements of the statute for all ordinances not exempted by §§ 166.041(4)(c) or 166.0411, Florida Statutes, and may in its sole discretion determine to perform a business impact statement for any ordinance that is exempt under the statute. Nothing contained herein is intended to create additional mandates for performing the business impact estimates of exempt ordinances or to waive any exemption. The City hereby authorizes and adopts a pass through charge applicable to any person, firm, entity, or business which requests or sponsors the adoption of an ordinance solely to assess, cover, and collect the fees, deposits, costs, and expenses relating to pertaining to the preparation of the business impact estimate. The City may in its sole discretion waive this pass through charge.”

SECTION 3. 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 effect.

SECTION 4. CONFLICTS. Should any provision contained in this Ordinance conflict with any prior provision of the Code or any City ordinance, then the provisions of this ordinance shall control.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect upon passage and adoption at second reading.

PASSED upon first reading this 12th day of October, 2023.

NOTICE PUBLISHED on the 12th day of October, 2023.

PASSED AND ADOPTED on the 26th day of October, 2023

CITY OF HIGH SPRINGS, FLORIDA

By: _____
Gloria James, Mayor

ATTEST:

By: _____
Angela Stone, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

By: _____
S. Scott Walker, City Attorney

2023 Florida Statutes

166.041 Procedures for Adoption of Ordinances and Resolutions

Section (4)(a) Regarding Preparation of Business Impact Estimates

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a business impact estimate in accordance with this subsection. The business impact estimate must be posted on the municipality's website no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a) and must include all of the following:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

- c. An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the governing body determines may be useful.

(b) This subsection may not be construed to require a municipality to procure an accountant or other financial consultant to prepare the business impact estimate required by this subsection.

(c) This subsection does not apply to:

1. Ordinances required for compliance with federal or state law or regulation;

2. Ordinances relating to the issuance or refinancing of debt;

3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

5. Emergency ordinances;

6. Ordinances relating to procurement; or

7. Ordinances enacted to implement the following:

a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

b. Sections 190.005 and 190.046;

c. Section 553.73, relating to the Florida Building Code; or

d. Section 633.202, relating to the Florida Fire Prevention Code.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the [City's/Town's/Village's] website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the [City/Town/Village] is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the [City/Town/Village] is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the [City/Town/Village], if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on [City/Town/Village] website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].

Unfinished Business Item # 2



Commission Agenda Item Request Form

MEETING DATE: October 26, 2023

SUBJECT: Ordinance 2023-13: Vacating ROW/Alleys in Columbia Heights

AGENDA SECTION: New Business

DEPARTMENT: Planning

PREPARED BY: Ashley Stathatos, City Manager
Kristyn Adkins, Planning Technician

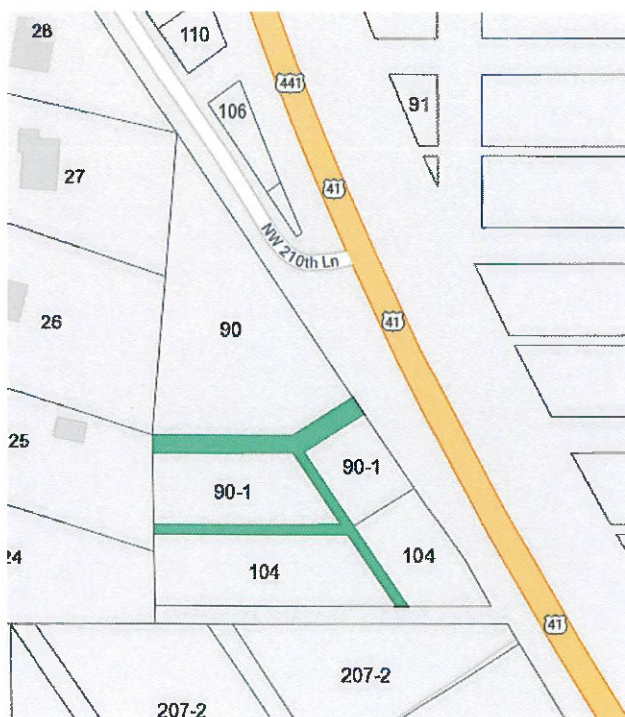
RECOMMENDED ACTION: Approval

The applicant, Judy Swoyer, has requested the vacation of internal alleyways, and the remaining ½ of Whitlock street within the Columbia Heights subdivision. The southernmost ROW near the site is not being vacated. The two applicant owned parcels are 00104-000-000, and 0090-001-000. They are located just north of Tractor Supply, and south of 210th Lane AKA 'Boat Ramp Road'. The parcels are zoned C1, with a future land use of Mixed Use.

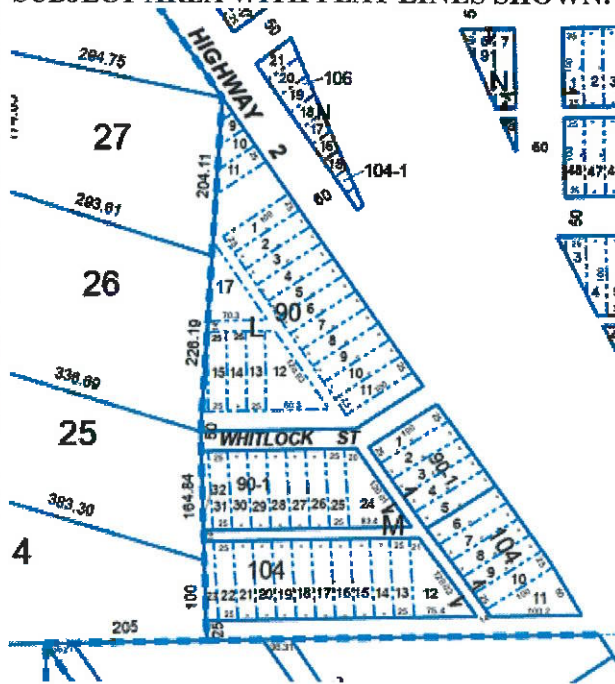
Columbia Heights is an undeveloped subdivision that was platted in 1925, which has lots that are 25' x 100'. Once the ROW/Alleys are vacated and deeded to the applicant, they will submit a replat for their property, which will remove the old lot lines to create one usable commercial parcel. Once the replat process is complete, the applicant can move forward with submitting a site plan. Both replats and site plans are reviewed by plan board and commission.

Staff recommends approval, as the alleys and the half of a street do not serve any purpose, and instead hinder the usability of this site.

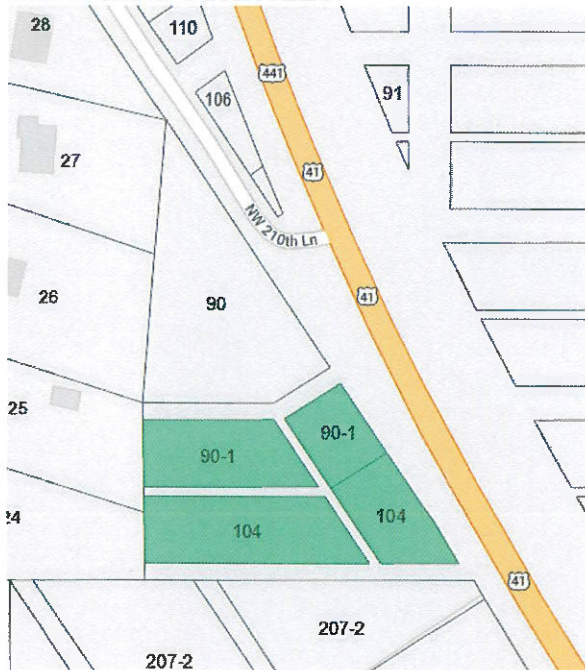
ROW/ALLEYS REQUESTED TO BE VACATED:



SUBJECT AREA WITH PLAT LINES SHOWN:



APPLICANT'S PARCELS:



REVIEWED BY CITY MANAGER: Yes

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NUMBER 2023-13

AN ORDINANCE OF THE CITY OF HIGH SPRINGS, FLORIDA, PROVIDING FOR THE VACATING AND ABANDONING OF A CERTAIN PLATTED UNDEVELOPED PUBLIC RIGHT-OF-WAY, THE SOUTH ½ OF WHITLOCK STREET, AND ALLEYS LYING WITHIN BLOCK "M", IN COLUMBIA HEIGHTS SUBDIVISION WITHIN THE CITY LIMITS OF HIGH SPRINGS, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 2023-13 is to close a 25-foot right-of-way known as the southern half of a certain right-of-way designated as Whitlock Street of Columbia Heights Subdivision and alleys lying within Block "M" of Columbia Heights Subdivision recorded in Plat Book A Page 162 of the Public Records of Alachua County, Florida. The closing of the right-of-way and alleys is to enhance the use of the adjoining property owners. There is not present or future public need to use the right-of-way or alleys in question. It is proper and in the best interest and welfare of the City and its Citizens to close the aforementioned property.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There is no direct compliance costs that businesses may reasonably incur.

There is no new charge or fee imposed by the proposed ordinance.

There is no anticipated regulatory costs associated with this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Zero.

4. Additional information the governing body deems useful (if any):

The ordinance has no fiscal impact beyond that to the adjacent landowner who is petitioning to have the right-of-way and alleys closed.

ORDINANCE NUMBER 2023-13

AN ORDINANCE OF THE CITY OF HIGH SPRINGS, FLORIDA, PROVIDING FOR THE VACATING AND ABANDONING OF A CERTAIN PLATTED UNDEVELOPED PUBLIC RIGHT-OF-WAY, THE SOUTH ½ OF WHITLOCK STREET, AND ALLEYS LYING WITHIN BLOCK “M”, IN COLUMBIA HEIGHTS SUBDIVISION WITHIN THE CITY LIMITS OF HIGH SPRINGS, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Judy Swoyer has requested the City of High Springs (August 16, 2023 Petition to Close and Vacate Street/Alleyway attached hereto as **Exhibit A**) close the undeveloped public 25-foot right-of-way known as the southern half of a certain right-of-way designated as Whitlock Street of Columbia Heights Subdivision and alleys lying within Block “M” of Columbia Heights Subdivision recorded in Plat Book A Page 162 of the Public Records of Alachua County, Florida, a survey of same is attached hereto as **Exhibit B**; and,

WHEREAS, Judy Swoyer owns real property identified as parcels 00104-000-000 and 00090-001-000, these properties are adjacent to the right-of-way and alleys described herein; and

WHEREAS, there are no street improvements within that portion of said right-of-way; and

WHEREAS, the City finds that the vacated unimproved road and alleys are not vital to the City and no private property rights will be injured or endangered by vacating the unimproved road and alleys; and

WHEREAS, the City finds that it is proper and, in the interest, and welfare of the City and its citizens to close the Vacated Property; and

WHEREAS, there appears to be no present or future public need to use the subject portion of this undeveloped right-of-way and alleys as roadways;

WHEREAS, the closing of this public right-of-way and alleys is requested to enhance the use of the adjoining properties; and

WHEREAS, Section 66-2 of the High Springs Code of Ordinances allows for the closing of streets;

NOW THEREFORE, BE IT ORDAINED BY THE PEOPLE OF HIGH SPRINGS, FLORIDA, as follows:

1. The above recitals are true and accurate and are hereby incorporated herein and made a part of this ordinance.
2. Description. A PARCEL OF LAND LYING WITHIN COLUMBIA HEIGHTS, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK “A”, PAGE 162 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS

FOLLOWS:

THE SOUTHERN ONE-HALF OF THE FIFTY (50') FOOT RIGHT-OF-WAY OF WHITLOCK STREET ADJACENT TO AND LYING NORTHERLY OF BLOCK "M" OF SAID COLUMBIA HEIGHTS AND ALL ALLEYS LYING WITHIN BLOCK "M" OF SAID COLUMBIA HEIGHTS.

3. Deeds. That the Mayor, Clerk, and City Manager are hereby authorized and hereby directed to execute the necessary deeds of transfer to the abutting owner to all property lying in said right-of-way and alleys as described in the application with the City of High Springs.

4. Severability. If any section, sentence, clause or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall not in any way affect the validity of the remaining portions of this ordinance.

5. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

6. Effective Date: This ordinance shall become effective upon adoption.

DONE THE FIRST READING, by the City Commission of the City of High Springs, Florida, at a regular meeting, this 12 day of October, 2023.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of High Springs, Florida, by the City Clerk of the City of High Springs, Florida on the 12 day of October, 2023.

DONE THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Commission of the City of High Springs, Florida, at a regular meeting, this 26 day of October, 2023.

BY THE MAYOR OF THE CITY OF HIGH SPRINGS, FLORIDA

Gloria James, Mayor

**ATTEST, BY THE CLERK OF THE
CITY COMMISSION OF THE CITY OF
HIGH SPRINGS, FLORIDA:**

Angela Stone, City Clerk

**APPROVED AS TO FORM AND
LEGALITY:**

S. Scott Walker, City Attorney

Unfinished Business Item # 3



Commission Agenda Item Request Form

MEETING DATE: October 26, 2023

SUBJECT: Resolution 2023-S: Conditional Use for a Tobacco/Vape Shop
AASHI Inc. (CUP 23-02)

AGENDA SECTION: New Business

DEPARTMENT: Planning

PREPARED BY: Ashley Stathatos, City Manager
Kristyn Adkins, Planning Technician

RECOMMENDED ACTION: Discuss, consider, and act on Resolution 2023-S

PROJECT LOCATION:

Tax Parcel: 00452-001-000

Address: 18467 NW US HWY 441

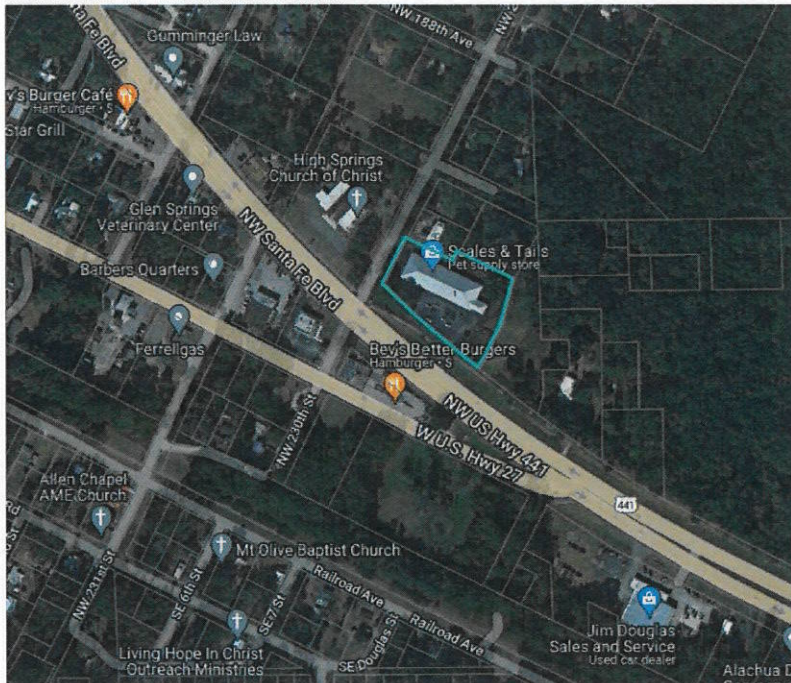
Property Owner: AASHI INC

Acreage: 1.8

Current Zoning: C3

Current Future Land Use: Mixed Use

FIGURE 1: VICINITY MAP



[illegible]

North: C3
South: C3, C2
East: C3
West: C3

West: C3

The applicant proposes the use of a ‘Tobacco/Vape’ shop to be located in an existing multi-occupany building called “Gator Plazz”.

Sec. 11.09.02. - General standards for approval.

The city commission may grant approval of a conditional use application if the evidence presented at the public hearings establishes compliance with the following standards:

- (1) The proposed conditional use will not adversely affect or contribute to the deterioration of quality of life, or property values in the immediate neighborhood;
- (2) The proposed conditional use is consistent with the character of and existing land use patterns in the surrounding area;
- (3) The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety;
- (4) The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress, and egress, off-street parking and loading areas;
- (5) The site upon which the conditional use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas;
- (6) The proposed site meets the applicable requirements of the zoning district in which it is located;
- (7) Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic;
- (8) The proposed conditional use will not interfere with or adversely affect the health, safety, or welfare of the surrounding community area.

ANALYSIS:

City staff reviewed the project based on the criteria in Section 11.09.02 as outlined above. Staff finds that the proposed project meets items 3, 4, 5, 6, and 7 due to being an existing developed site (existing access/drainage/buffering/signs/lighting).

In regards to item #1: Staff was unable to find conclusive data stating whether a vape/tobacco store directly and negatively influenced property values. However, studies have shown that such businesses tend to locate within lower-income areas.

In regards to item #2 and #8: There are similarly intense uses along the 441 corridor such as gas stations, liquor stores, etc. However, the location of this proposed project is in close proximity to an existing daycare facility within the same building (Building Dreams Early Learning Center).

On October 16th, the Plan Board voted to recommend denial based on criteria #1 and #8 of Section 11.09.02 above.

REVIEWED BY CITY MANAGER: Yes

RESOLUTION NO. 2023-S

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS, FLORIDA, GRANTING WITH APPROPRIATE CONDITIONS AND SAFEGUARDS A CONDITIONAL USE PERMIT AS AUTHORIZED BY THE CITY OF HIGH SPRINGS LAND DEVELOPMENT CODE; PURSUANT TO AN APPLICATION, CUP 23-02, BY THE PROPERTY OWNER; PROVIDING FOR A CONDITIONAL USE TO PERMIT A TOBACCO AND VAPE SHOP WITHIN AN EXISTING FACILITY WITHIN A COMMERCIAL (C-3) ZONING DISTRICT, AS PROVIDED FOR IN TABLE 2.02.01 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR REVOCATION OF THE CONDITIONAL USE PERMIT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of High Springs Land Development Code, as amended, hereinafter referred to as the Land Development Code, empowers the City Commission of the City of High Springs, Florida, hereinafter referred to as the City Commission, to grant, to grant with appropriate conditions and safeguards or to deny conditional use permits as authorized under Section 11.09.02 of the Land Development Code;

WHEREAS, an application for a conditional use permit, as described below, has been filed with the City;

WHEREAS, pursuant to the Land Development Code, as amended, the Plan Board held the required public hearing, with public notice having been provided, on said application for a conditional use permit, as described below, and at said public hearing, the Plan Board reviewed and considered all comments received during said public hearing for a conditional use permit, as described below, and recommended to the City Commission denial of said application for a conditional use permit, as described below;

WHEREAS, pursuant to the Land Development Code, the City Commission held the required public hearing, with public notice having been provided, on said application for a conditional use permit, as described below, and considered all comments received during said public hearing, including the recommendation of the Plan Board, for a conditional use permit, as described below;

WHEREAS, the City Commission has found that they are empowered under Section 11.09.02 of the Land Development Code to grant, to grant with appropriate conditions and safeguards or to deny a Conditional Use Permit, as described below;

WHEREAS, the City Commission has determined and found that the granting with appropriate conditions and safeguards a petition for conditional use permit, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare;

WHEREAS, the City Commission has determined and found that the applicant has proposed ingress and egress to the property and proposed structures thereon for automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse impact on traffic flow and control, and access in case of fire or catastrophe;

WHEREAS, the City Commission has determined and found that the conditional use permit is generally compatible with adjacent properties, other property in the district and natural resources; and

WHEREAS, the City Commission has determined and found that:

- a. The proposed conditional use will not adversely affect or contribute to the deterioration of quality of life, or property values in the immediate neighborhood;
- b. The proposed conditional use is consistent with the character of and existing land use patterns in the surrounding area;

- c. The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety;
- d. The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress, and egress, off-street parking and loading areas;
- e. The site upon which the conditional use is to be located has screening or buffering to prevent interference with the enjoyment of surrounding areas;
- f. The proposed site meets the applicable requirements of the zoning district in which it is located;
- g. Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic; and
- h. The proposed conditional use will not interfere with or adversely affect the health, safety, or welfare of the surrounding community area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS, FLORIDA, THAT:

Section 1. Pursuant to application, CUP 23-02, by AASHI, Inc., to request a conditional use permit be granted as provided for in Table 2.02.01 of the Land Development Code, to permit a tobacco and vape shop within an existing facility within a COMMERCIAL-3 (C-3) district, in accordance with an application dated July 24, 2023, the City Commission hereby grants a conditional use permit, as described above, to be located on property described, as follows:

A parcel of land lying in Section 2, Township 8 South, Range 17 East, Alachua County, Florida. Being more particularly described as follows: Commence at the Northwestern corner of Lot 6, Block 6, D.E. Whetstone's Addition to High Springs as recorded in the Public Records of Alachua County, Florida, said point being located at the intersection of the Southerly right-of-way line of Northwest 187th Road and the Easterly right-of-way line of Northwest 230th Street; thence South 25°48'27" West 200.00 feet, along said Easterly right-of-way line of Northwest 230th Street and along the Westerly line of said Block 6 to the Point of Beginning; thence South 64°07'43" East 150.00 feet; thence North 25°48'27" East 30.00 feet; thence South 64°07'43" East 180.00 feet; thence South 06°49'33" East 67.88 feet; thence South 30°59'12" West 73.17 feet; thence South 25°48'27" West 33.00 feet; thence South 19°55'13" East 28.00 feet; thence South 25°48'27" West 55.81 feet; thence South 55°53'18" West 40.00 feet to the Northerly right-of-way line of U.S. Highway 441 (State Road 25); thence Northwesternly, along said Northerly right-of-way line of U.S. Highway 441 (State Road 25) and along the arc of a curve to the right, said curve having a radius of 5,597.58 feet, a central angle of 03°47'35" and a chord of 370.51 feet that bears North 50°30'47" West, for 370.58 feet to said Easterly right-of-way line of Northwest 230th Street; thence North 25°48'27" East 155.75 feet, along said Easterly right-of-way line of Northwest 230th Street and along the Westerly line of said Block 6 to the Point of Beginning.

Containing 1.76 acres, more or less.

Section 2. The application, as described above and herewith made a part of this resolution by reference, shall govern the development and use of the above described property. Any deviation in the development and use of the above referenced property as described in the application shall be deemed a violation of the Land Development Code.

Section 3. The use of land approved by this conditional use permit shall be in place or a valid permit shall be in force for the location of such land use within twelve (12) months of the effective date of this resolution. If such land use is not in place, within twelve (12) months of the effective date of this resolution, this resolution granting with appropriate conditions and safeguards such conditional use permit is thereby revoked and of no force and effect.

Section 4. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the City Commission, this 26th day of October 2023.

Attest:

CITY COMMISSION OF THE
CITY OF HIGH SPRINGS, FLORIDA

Angela Stone, City Clerk

Gloria James, Mayor



Serving Alachua
Bradford • Columbia
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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

October 18, 2023

Ms. Ashley Stathatos
City Manager
City of High Springs
23718 West U.S. Highway 27
High Springs, FL 32643-2107

TRANSMITTED VIA ELECTRONIC MAIL ONLY

RE: Application No. CUP 23-02 (AASHI, Inc.)

Second Revised Resolution of the City Commission
Concerning a Conditional Use Permit

Dear Ashley:

Please find enclosed the above referenced second revised resolution stating the Plan Board recommended denial of the conditional use permit.

The City Attorney should review the resolution as to legal form and sufficiency.

Subsequent to adoption of the resolution, please send a copy of the signed resolution to me.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

SRK/cf

xc: Kristyn Adkins, Planning Technician
Kiersten Ballou, Esq., Attorney
Ashley Mauldin, Secretary to the City Manager
Angela Stone, City Clerk
S. Scott Walker, Esq., City Attorney

I:\2023\highsprings\cup_23-02_aashi\cup_23-01_cc_2nd_rev-res.docx

**Dedicated to improving the quality of life of the Region's citizens,
by enhancing public safety, protecting regional resources,
promoting economic development and providing technical services to local governments.**

City of High Springs
23718 W US HWY 27
High Springs, Florida 32643



Telephone (386) 454-7322
Facsimile: (386) 454-2126
Web: www.highsprings.us

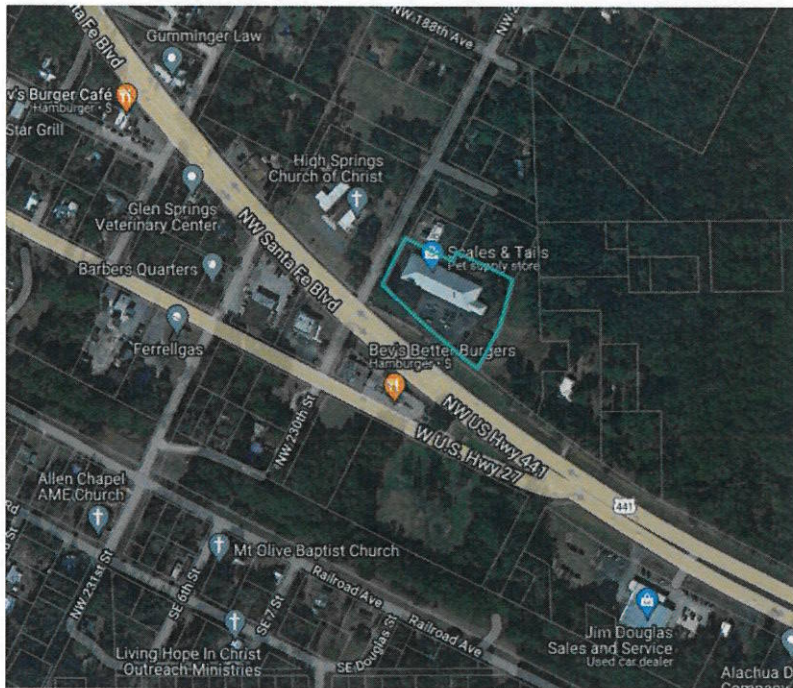
PLANNING DEPARTMENT

SUBJECT: Conditional Use – Tobacco/Vape Store (AASHI INC.)
APPLICANT: AASHI INC.

PROJECT LOCATION:

Tax Parcel: 00452-001-000
Address: 18467 NW US HWY 441
Property Owner: AASHI INC
Acreage: 1.8
Current Zoning: C3
Current Future Land Use: Mixed Use

FIGURE 1: VICINITY MAP



[illegible]

Google Street View (April 2023)



The applicant proposes the use of a ‘Tobacco/Vape’ shop to be located in an existing multi-occupany building called “Gator Plazz”.

Per our Land Development Code, the following are the standards used when reviewing a conditional use.

Sec. 11.09.02. - General standards for approval.

The city commission may grant approval of a conditional use application if the evidence presented at the public hearings establishes compliance with the following standards:

- (1) The proposed conditional use will not adversely affect or contribute to the deterioration of quality of life, or property values in the immediate neighborhood;
- (2) The proposed conditional use is consistent with the character of and existing land use patterns in the surrounding area;
- (3) The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety;
- (4) The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress, and egress, off-street parking and loading areas;
- (5) The site upon which the conditional use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas;
- (6) The proposed site meets the applicable requirements of the zoning district in which it is located;
- (7) Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic;
- (8) The proposed conditional use will not interfere with or adversely affect the health, safety, or welfare of the surrounding community area.

ANALYSIS:

City staff reviewed the project based on the criteria in Section 11.09.02 as outlined above. Staff finds that the proposed project meets items 3, 4, 5, 6, and 7 due to being an existing developed site (existing access/drainage/buffering/signs/lighting).

In regards to item #1: Staff was unable to find conclusive data stating whether a vape/tobacco store directly and negatively influenced property values. However, studies have shown that such businesses tend to locate within lower-income areas.

In regards to item #2 and #8: There are similarly intense uses along the 441 corridor such as gas stations, liquor stores, etc. However staff did have concerns regarding the location of this proposed project due to its proximity to an existing daycare facility within the same building (Building Dreams Early Learning Center).

23718 W US HWY 27
High Springs, Florida 32643



Telephone: (386) 454-7322
Facsimile: (386) 454-2126
Web: www.highsprings.us

APPLICATION FOR CONDITIONAL USE ("C") – PLAN BOARD & COMMISSION

DATE: 07-24-23

APPLICATION # _____

NOTE: This form provides information to support an application of Conditional Use Permit pursuant to Articles 2, 7 and 11 of the High Springs Land Development Code. **THIS IS NOT A PERMIT. DO NOT COMMENCE CONSTRUCTION.**

NUMBER OF ACRES: 1.76
FILING FEE: _____

PatelKunjia12@gmail.com

911 ADDRESS OF SUBJECT PROPERTY: 78467 NW HWY 441, High Springs, FL 32643

TAX PARCEL # 00452-001-000; FLATBOOK _____, PG _____;

OWNER OF RECORD: AASHI INC;

LEGAL DESCRIPTION: (Attach copy of complete legal description, deed, existing survey or measured plot plan depicting location of existing and proposed improvements with reasonable accuracy.)

CURRENT ZONING (Circle One) R-1; R-1A; R-2; R-3; C-1; C-2; C-3 C/SP; BC; IND

LAND USE CLASSIFICATION: Current ✓; Requested _____ (LDC Section 16.06(5)).

DETAILED DESCRIPTION OF PROPOSED USE(S): 1601

TOBACCO AND VAPE SHOP

APPLICANT'S ACKNOWLEDGEMENT: I HAVE READ THE FOREGOING AND UNDERSTAND THAT I WILL BE NOTIFIED TO APPEAR AND PRESENT MY APPLICATION TO THE CITY OF HIGH SPRINGS PLAN BOARD/CITY COMMISSION. I FURTHER ACKNOWLEDGE THAT IF MY REQUEST IS GRANTED, I MAY BE REQUIRED TO SUBMIT A DETAILED SITE AND DEVELOPMENT PLAN, CONSTRUCTION PLANS, AND OBTAIN ALL NECESSARY BUILDING PERMITS FOR ANY PROPOSED IMPROVEMENTS TO THE PROPERTY.*

(Applicant's Signature) _____

DEVANG CHAUDHARI
(Applicant's Printed Name)

7820 SW 50TH RD, GAINESVILLE
(Applicant's Street Address) FL 32608

7820 SW 50TH RD, GAINESVILLE, FL
(Mailing Address, if different) 32608

Phone Numbers: Home _____; Work _____; Cell 352-219-0448

IF APPLICATION IS MADE BY OWNER'S AGENT, ATTACH OWNER'S WRITTEN CONSENT, ADDRESS AND PHONE NUMBER.

FOR ZONING OFFICIAL'S USE

COMPLIES WITH COMPREHENSIVE PLAN? YES / NO PLAN BOARD APPROVED? YES / NO
COMPLIES WITH CURRENT ZONING? YES / NO CITY COMM. APPROVED? YES / NO
SITE AND DEVELOPMENT PLAN REQUIRED? YES / NO

SRWMD PERMIT DATE _____; CERTIFICATE # _____;
HEALTH DEPT PERMIT DATE _____; CERTIFICATE # _____;
BUILDING PERMIT DATE _____; # _____;

CONDITIONAL USE PERMIT – City Use Only

PERMITTING THE USE OF THE ABOVE DESCRIBED PROPERTY AS (A) _____, PURSUANT TO SECTION 16.06(5), "TABLE OF PERMITTED USES," OF THE HIGH SPRINGS LAND DEVELOPMENT CODE. SAID USE SHALL NOT BE COMMENCED UNTIL ALL NECESSARY BUILDING PERMITS, CERTIFICATES OF OCCUPANCY, OCCUPATIONAL LICENSES, AND INSPECTIONS ARE ISSUED AND/OR CONDUCTED. THIS PERMIT SHALL EXPIRE 12 MONTHS AFTER DATE, IF THE APPROVED USE IS NOT PROPERLY COMMENCED WITHIN SAID PERIOD.

ISSUED THIS _____ DAY OF _____,

(MUNICIPAL SEAL)

ZONING ADMINISTRATOR

EXHIBIT "A"

SUBJECT PARCEL "A". 00452-001-000
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF LOT 6, BLOCK 2, AND LOTS 2, 3 AND 6, BLOCK 5, AND LOTS 1, 4 AND 5, BLOCK 6, AND ADDITIONAL BLOCK NOT NUMBERED, D.E. WHETSTONE'S ADDITION TO HIGH SPRINGS AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 46 1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE VACATED RIGHTS-OF-WAY OF NORTHEAST 2ND AVENUE AND NORTHEAST 7TH STREET ADJACENT TO SAID BLOCKS 5 AND 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 6, D.E. WHETSTONE'S ADDITION TO HIGH SPRINGS AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 46 1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 187TH ROAD (60 FOOT WIDE RIGHT-OF-WAY) WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 6TH STREET (60 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 25°48'27" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID BLOCK 6 200.00 FEET TO THE NORTHWESTERLY CORNER OF THE "A.T.O.M. INVESTMENTS" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1987, PAGE 206 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE SOUTH 64°07'43" EAST ALONG THE NORTHERLY LINE OF SAID "A.T.O.M. INVESTMENTS" PARCEL FOR 150.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTH 25°48'27" EAST ALONG SAID NORTHERLY LINE FOR 30.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 64°07'43" EAST ALONG SAID NORTHERLY LINE FOR 180.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF NORTHEAST 7TH STREET (60 FEET WIDE RIGHT-OF-WAY VACATED BY ORDINANCE NO. 85-10); THENCE SOUTH 06°49'33" EAST FOR 67.88 FEET; THENCE SOUTH 30°59'12" WEST FOR 73.17 FEET TO THE SOUTHWESTERLY CORNER OF THE FRACTIONAL BLOCK NOT NUMBERED IN SAID D.E. WHETSTONE'S ADDITION TO HIGH SPRINGS THAT IS EASTERLY OF SAID BLOCK 6 AND NORTHERLY OF BLOCK 2, SAID D.E. WHETSTONE'S ADDITION TO HIGH SPRINGS, SAID POINT BEING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET WITH THE NORTHERLY RIGHT OF WAY LINE OF NORTHEAST 2ND AVENUE (60 FOOT WIDE RIGHT-OF-WAY VACATED BY ORDINANCE NO. 2010-07 RECORDED IN OFFICIAL RECORD BOOK 3962, PAGE 2055 OF SAID PUBLIC RECORDS; THENCE SOUTH 25°48'27" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET FOR 33.00 FEET; THENCE SOUTH 19°55'13" EAST FOR 28.00 FEET; THENCE SOUTH 25°48'27" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET FOR 55.81 FEET; THENCE SOUTH 55°53'18" WEST FOR 40.00 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET WITH THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 / STATE ROAD NO. 25 (VARIABLE WIDTH RIGHT-OF-WAY); THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5,597.58 FEET, A CENTRAL ANGLE OF 03°47'35" AND A CHORD OF 370.51 FEET THAT BEARS NORTH 50°30'47" WEST, FOR 370.58 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 6TH STREET; THENCE NORTH 25°48'27" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID BLOCK 6 FOR 155.75 FEET TO SAID POINT OF BEGINNING.

CONTAINING 80,060 SQUARE FEET (1.838 ACRES), MORE OR LESS.

Prepared by and return to:

Scruggs, Carmichael & Wershow, P.A.

Raymond M. Ivey, Esq.

2234 NW 40th Terrace, Suite B

Gainesville, Florida 32605

352-416-3481

(Statutory Form §689.02 F.S.)

RMI 20-2147 AASHI

[Space Above This Line For Recording Data]

THIS WARRANTY DEED, made and entered into on this 18th day of **May, 2020** between

LAURENCE W. MINK, a married man conveying non-homestead property,
and A.T.O.M. INVESTMENTS, INC., a Florida corporation

whose address is **18467 Santa Fe Blvd., High Springs, FL 32643**, grantor(s)*, and

AASHI, INC., a Florida corporation

whose address is **7820 SW 50th Road, Gainesville, FL 32608**, grantee(s)*,

WITNESSETH, that said grantor(s), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor(s) in hand paid by said grantee(s), the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee(s), and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida**, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY REFERENCE MADE A PART HEREOF.

SUBJECT TO covenants, conditions, and restrictions of record, if any;

SUBJECT TO taxes subsequent to December 31, 2019;

TAX PARCEL #00452-001-000, 00451-000-000, 00452-000-000 & 00443-000-000.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

AND said grantor(s) does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

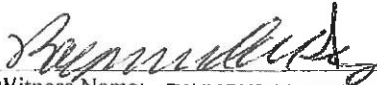
* "Grantor(s)" and "Grantee(s)" are used for singular or plural, as context requires.

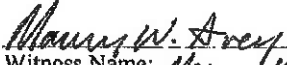
WARRANTY DEED - PAGE 2

TP#00452-001-000, 00451-000-000, 00452-000-000 & 00443-000-000

IN WITNESS WHEREOF, grantor(s) has /have hereunto set grantor(s)'s hand and seal the day and year first above written.


Signed, sealed and delivered in our presence:


Witness Name: RAYMOND M. IVEY

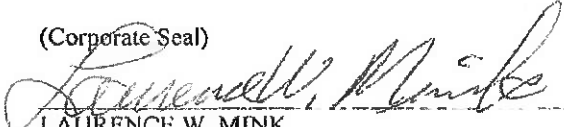

Witness Name: Henry W. Ivey

A.T.O.M. INVESTMENTS, INC., a Florida corporation

By: 
LAURENCE W. MINK, President

By: 
CAROL J. MINK, Executive Vice President

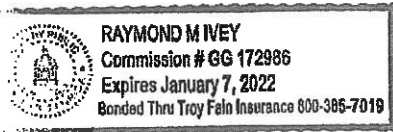
(Corporate Seal)

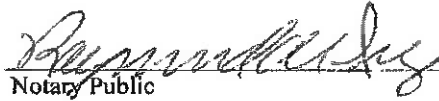
 (Seal)
LAURENCE W. MINK

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of May, 2020 by LAURENCE W. MINK, President and CAROL J. MINK, Executive Vice President of A.T.O.M. INVESTMENTS, INC., on behalf of the corporation. They ☐ are personally known to me or ☒ have produced a driver's license as identification.

[Notary Seal]




Notary Public

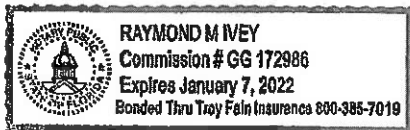
Printed Name: RAYMOND M. IVEY

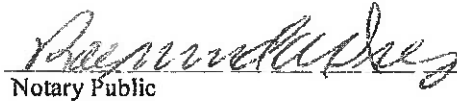
My Commission Expires: _____

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of May, 2020 by LAURENCE W. MINK, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name: RAYMOND M. IVEY

My Commission Expires: _____

EXHIBIT "A"

SUBJECT PARCEL "A"
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF LOT 6, BLOCK 2, AND LOTS 2, 3 AND 6, BLOCK 5, AND LOTS 1, 4 AND 5, BLOCK 6, AND FRACTIONAL BLOCK NOT NUMBERED, G.M. WHETSTONE'S ESTATE ADDITION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 46 1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE VACATED RIGHTS-OF-WAY OF NORTHEAST 2ND AVENUE AND NORTHEAST 7TH STREET ADJACENT TO SAID BLOCKS 5 AND 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 6, G.M. WHETSTONE'S ESTATE ADDITION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 46 1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 187TH ROAD (60 FOOT WIDE RIGHT-OF-WAY) WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 6TH STREET (60 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 25°48'27" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID BLOCK 6 200.00 FEET TO THE NORTHWESTERLY CORNER OF THE "A.T.O.M. INVESTMENTS" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1987, PAGE 206 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE SOUTH 64°07'43" EAST ALONG THE NORTHERLY LINE OF SAID "A.T.O.M. INVESTMENTS" PARCEL FOR 150.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTH 25°48'27" EAST ALONG SAID NORTHERLY LINE FOR 30.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 64°07'43" EAST ALONG SAID NORTHERLY LINE FOR 180.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF NORTHEAST 7TH STREET (60 FEET WIDE RIGHT-OF-WAY VACATED BY ORDINANCE NO. 85-10); THENCE SOUTH 06°49'33" EAST FOR 67.88 FEET; THENCE SOUTH 30°59'12" WEST FOR 73.17 FEET TO THE SOUTHWESTERLY CORNER OF THE FRACTIONAL BLOCK NOT NUMBERED IN SAID G.M. WHETSTONE'S ESTATE ADDITION THAT IS EASTERLY OF SAID BLOCK 6 AND NORTHERLY OF BLOCK 2, SAID G.M. WHETSTONE'S ESTATE ADDITION, SAID POINT BEING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET WITH THE NORTHERLY RIGHT OF WAY LINE OF NORTHEAST 2ND AVENUE (60 FOOT WIDE RIGHT-OF-WAY VACATED BY ORDINANCE NO. 2010-07 RECORDED IN OFFICIAL RECORD BOOK 3962, PAGE 2055 OF SAID PUBLIC RECORDS; THENCE SOUTH 25°48'27" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET FOR 33.00 FEET; THENCE SOUTH 19°55'13" EAST FOR 28.00 FEET; THENCE SOUTH 25°48'27" WEST ALONG A LINE PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET FOR 55.81 FEET; THENCE SOUTH 55°53'18" WEST FOR 40.00 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET WITH THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 / STATE ROAD NO. 25 (VARIABLE WIDTH RIGHT-OF-WAY); THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5,597.58 FEET, A CENTRAL ANGLE OF 03°47'35" AND A CHORD OF 370.51 FEET THAT BEARS NORTH 50°30'47" WEST, FOR 370.58 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 6TH STREET; THENCE NORTH 25°48'27" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID BLOCK 6 FOR 155.75 FEET TO SAID POINT OF BEGINNING.

CONTAINING 80,060 SQUARE FEET (1.838 ACRES), MORE OR LESS.

SUBJECT PARCEL "B"
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF LOTS 2, 3 AND 6, BLOCK 2, AND THE FRACTIONAL BLOCK NOT NUMBERED LYING NORTHERLY OF SAID BLOCK 2, G.M. WHETSTONE'S ESTATE ADDITION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 46 1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE VACATED RIGHTS-OF-WAY OF NORTHEAST 2ND AVENUE AND

NORTHEAST 7TH STREET ADJACENT TO SAID BLOCK 2 AND SAID FRACTIONAL BLOCK NOT NUMBERED, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 6, G.M. WHETSTONE'S ESTATE ADDITION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 46 1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 187TH ROAD (60 FOOT WIDE RIGHT-OF-WAY) WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 6TH STREET (60 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 25°48'27" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID BLOCK 6 200.00 FEET TO THE NORTHWESTERLY CORNER OF THE "A.T.O.M. INVESTMENTS" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1987, PAGE 206 OF SAID PUBLIC RECORDS; THENCE SOUTH 64°07'43" EAST ALONG THE NORTHERLY LINE OF SAID "A.T.O.M. INVESTMENTS" PARCEL FOR 150.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTH 25°48'27" EAST ALONG SAID NORTHERLY LINE FOR 30.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 64°07'43" EAST ALONG SAID NORTHERLY LINE FOR 180.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF NORTHEAST 7TH STREET (60 FEET WIDE RIGHT-OF-WAY VACATED BY ORDINANCE NO. 85-10) AND THE POINT OF BEGINNING; THENCE NORTH 25°48'27" EAST ALONG SAID CENTERLINE FOR 170.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 187TH ROAD 60 FEET WIDE RIGHT-OF-WAY); THENCE SOUTH 64°07'43" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 3.93 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 17 EAST, SAID ALACHUA COUNTY; THENCE SOUTH 02°46'20" EAST ALONG SAID EAST LINE FOR 495.66 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE NORTHERLY 75 FEET OF BLOCK 2, SAID G.M. WHETSTONE'S ESTATE ADDITION; THENCE NORTH 64°07'43" WEST ALONG SAID SOUTHERLY LINE FOR 11.14 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF LOT 3, SAID BLOCK 2; THENCE SOUTH 25°48'27" WEST ALONG SAID EASTERLY LINE OF SAID LOT 3 FOR 45.66 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441 / STATE ROAD NO. 25 (VARIABLE WIDTH RIGHT-OF-WAY); THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5,597.58 FEET, A CENTRAL ANGLE OF 02°04'58", AND A CHORD OF 203.47 FEET THAT BEARS NORTH 53°27'04" WEST, FOR 203.48 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET; THENCE NORTH 55°53'18" EAST FOR 40.00 FEET; THENCE NORTH 25°48'27" EAST ALONG A LINE PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET FOR 55.81 FEET; THENCE NORTH 19°55'13" WEST FOR 28.00 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET; THENCE NORTH 25°48'27" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET FOR 33.00 FEET TO THE SOUTHWESTERLY CORNER OF THE FRACTIONAL BLOCK NOT NUMBERED IN SAID G.M. WHETSTONE'S ESTATE ADDITION THAT IS EASTERLY OF SAID BLOCK 6 AND NORTHERLY OF SAID BLOCK 2, SAID POINT BEING AT THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF SAID NORTHEAST 7TH STREET WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHEAST 2ND AVENUE (60 FOOT WIDE RIGHT-OF-WAY VACATED BY ORDINANCE NO. 2010-07 RECORDED IN OFFICIAL RECORD BOOK 3962, PAGE 2055 OF SAID PUBLIC RECORDS; THENCE NORTH 30°59'12" EAST FOR 73.17 FEET; THENCE NORTH 06°49'33" WEST FOR 67.88 FEET TO SAID POINT OF BEGINNING.

CONTAINING 49,582 SQUARE FEET (1.138 ACRES), MORE OR LESS.

SUBJECT PARCEL "C"
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF LOTS 3, 4 5 AND 6, BLOCK 6, G.M. WHETSTONE'S ESTATE ADDITION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 46 1/2 OF THE PUBLIC RECORDS OF

ALACHUA COUNTY, FLORIDA, AND THE VACATED RIGHTS-OF-WAY OF NORTHEAST 2ND AVENUE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 6, G.M. WHETSTONE'S ESTATE ADDITION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 46 1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 187TH ROAD (60 FOOT WIDE RIGHT-OF-WAY) WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 6TH STREET (60 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 25°48'27" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID BLOCK 6 FOR 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°07'43" EAST FOR 150.00 FEET; THENCE SOUTH 25°48'27" WEST FOR 100.00 FEET TO AN INTERSECTION WITH A POINT ON THE NORTHERLY LINE OF THE "A.T.O.M. INVESTMENTS" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1987, PAGE 206 OF SAID PUBLIC RECORDS; THENCE NORTH 64°07'43" WEST ALONG SAID NORTHERLY LINE FOR 150.00 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY; THENCE NORTH 25°48'27" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 100.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 15,000 SQUARE FEET (0.34 ACRES), MORE OR LESS.

SUBJECT PARCEL "D"
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF LOTS 1, 2, 3 AND 4, BLOCK 6, G.M. WHETSTONE'S ESTATE ADDITION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 46 1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE VACATED RIGHTS-OF-WAY OF NORTHEAST 2ND AVENUE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 6, G.M. WHETSTONE'S ESTATE ADDITION AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 46 1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 187TH ROAD (60 FOOT WIDE RIGHT-OF-WAY) WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 6TH STREET (60 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 64°07'43" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST 6TH STREET (60 FOOT WIDE RIGHT-OF-WAY) FOR 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 64°07'43" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 180.00 FEET TO THE MOST NORTHERLY CORNER OF THE "A.T.O.M. INVESTMENTS" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 2280, PAGE 1601 OF SAID PUBLIC RECORDS; THENCE SOUTH 25°48'27" WEST ALONG THE NORTHERLY LINE OF SAID "A.T.O.M. INVESTMENTS" PARCEL FOR 170.00 FEET TO AN INTERSECTION WITH THE AN ANGLE POINT ON SAID "A.T.O.M. INVESTMENTS" PARCEL AND THE NORTHEASTERLY CORNER OF THE "A.T.O.M. INVESTMENTS" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1987, PAGE 206 OF SAID PUBLIC RECORDS; THENCE NORTH 64°07'43" WEST ALONG NORTHERLY LINE OF SAID "A.T.O.M. INVESTMENTS" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1987, PAGE 206 FOR 180.00 FEET TO AN INTERSECTION WITH AN ANGLE POINT OF THE NORTHERLY LINE OF SAID "A.T.O.M. INVESTMENTS" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1987, PAGE 206; THENCE NORTH 25°48'27" EAST FOR 170.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 30,600 SQUARE FEET (0.70 ACRES), MORE OR LESS.

Sec. 11.09.02 – General standards for approval.

- 1) The proposed conditional use will not adversely affect or contribute to the deterioration of quality of life, or property values in the immediate neighborhood;
 - **Our plaza is located off hwy 441 and is C3 zoning, That permits businesses including retails. Plaza is well maintained and no changes needed on the building. Majorly Vap stores are located in the plaza and there is no data stating vape store negatively affect the value of immediate neighborhood.**
- 2) The proposed conditional use is consistent with the character of and existing land use patterns in the surrounding area;
 - **Our building is under C3 zoning and it's off hwy 441 before entering to the town. There are plenty of similar businesses like Gas stations, C stores, Liquor store along the hwy 441.**
- 3) The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety;
 - **Our site is an existing developed site in about 1.76 acre land and located on major hwy 441 with plenty of parking. The proposed conditional use limit the customer base on daily basis, It will not create any excessive traffic or parking congestion.**
- 4) The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress, and egress, off-street parking and loading areas;
 - **Site is an existing developed site, No modification required on any matter.**
- 5) The site upon which the conditional use is to be located has or many have screening or buffering to prevent interference with the enjoyment of surrounding areas;
 - **Our site is an existing developed site and no issue on any interference.**
- 6) The proposed site meets the applicable requirements of the zoning district in which it is located;
 - **The proposed site is under C3 zoning and meets the applicable requirements.**

- 7) Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic;
- **Proposed business will be located in the existing developed plaza on highway 441 and will be sharing the existing signage place, It will not affect surrounding areas or traffic off hwy 441.**
- 8) The proposed conditional use will not interfere with or adversely affect the health, safety, or welfare of the surrounding community area.
- **The proposed conditional use business will be located in suite #60 in the Gator Plazz.**
 - **Business will have surveillance system to protect employees and customers.**
 - **Business will sell Vaps to 21 year and older to help smokers to slow down or quit smoking. They will only allow 21 year and older customers to their business.**
 - **The proposed business locate across the street from the Gas station on highway 441 and there is no near by public parks or schools. Proposed business will share the same building where we have small level day care for the toddlers. Parents drop them off and pick them off after care and day care watch them with door locked and camera placed.**
- I don't see any adversely affect to the customers who visit our plaza because of the proposed conditional use business.**

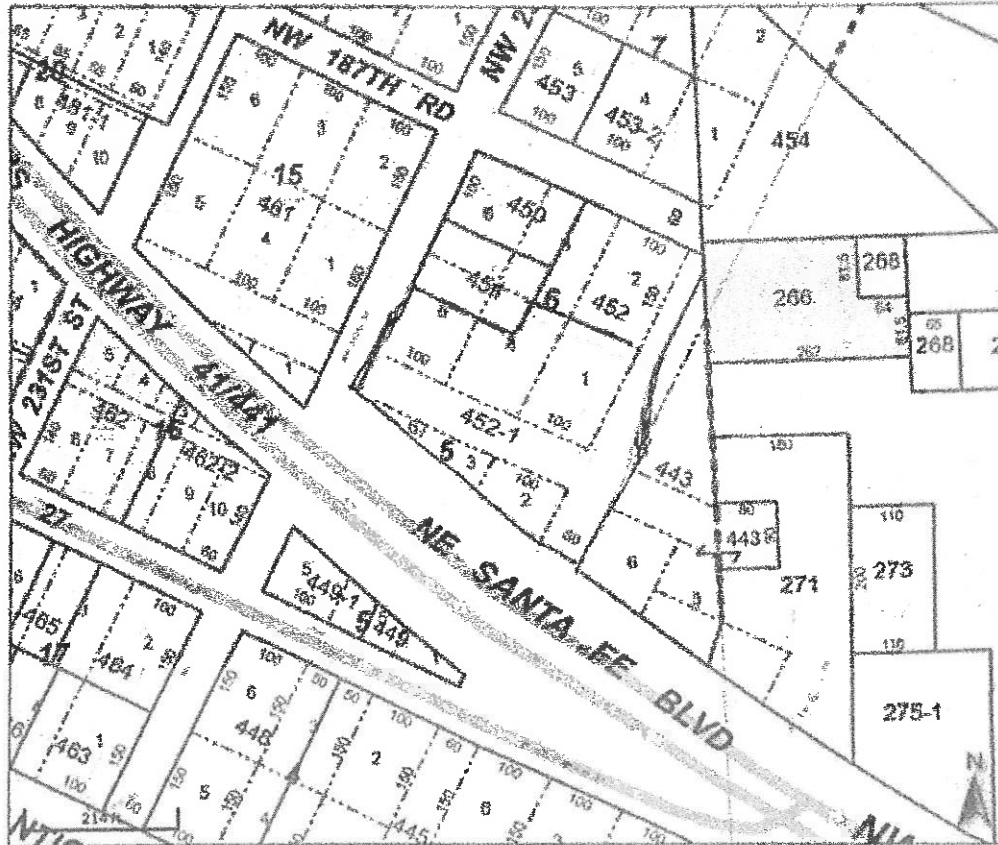
Thank you for considering the application and supporting local small business.



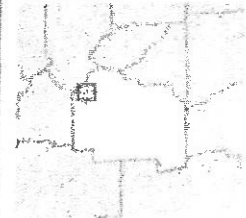
Devang Chaudhari
Aashi Inc



AYESHA SOLOMON
PROPERTY APPRAISER
PROFESSIONAL - FLORIDA



Overview



Legend

- Parcels
- Lakes

Parcel ID 00452-001-000
Sec/Twp/Rng 02-08-17
Property Address 18467 NW US HWY 441 STE 100
HIGH SPRINGS

Prop ID 2860
Class SH CTR CMMTY
Acreage 1.76

Owner Address AASHI INC
7820 SW 50TH RD
GAINESVILLE, FL 32608

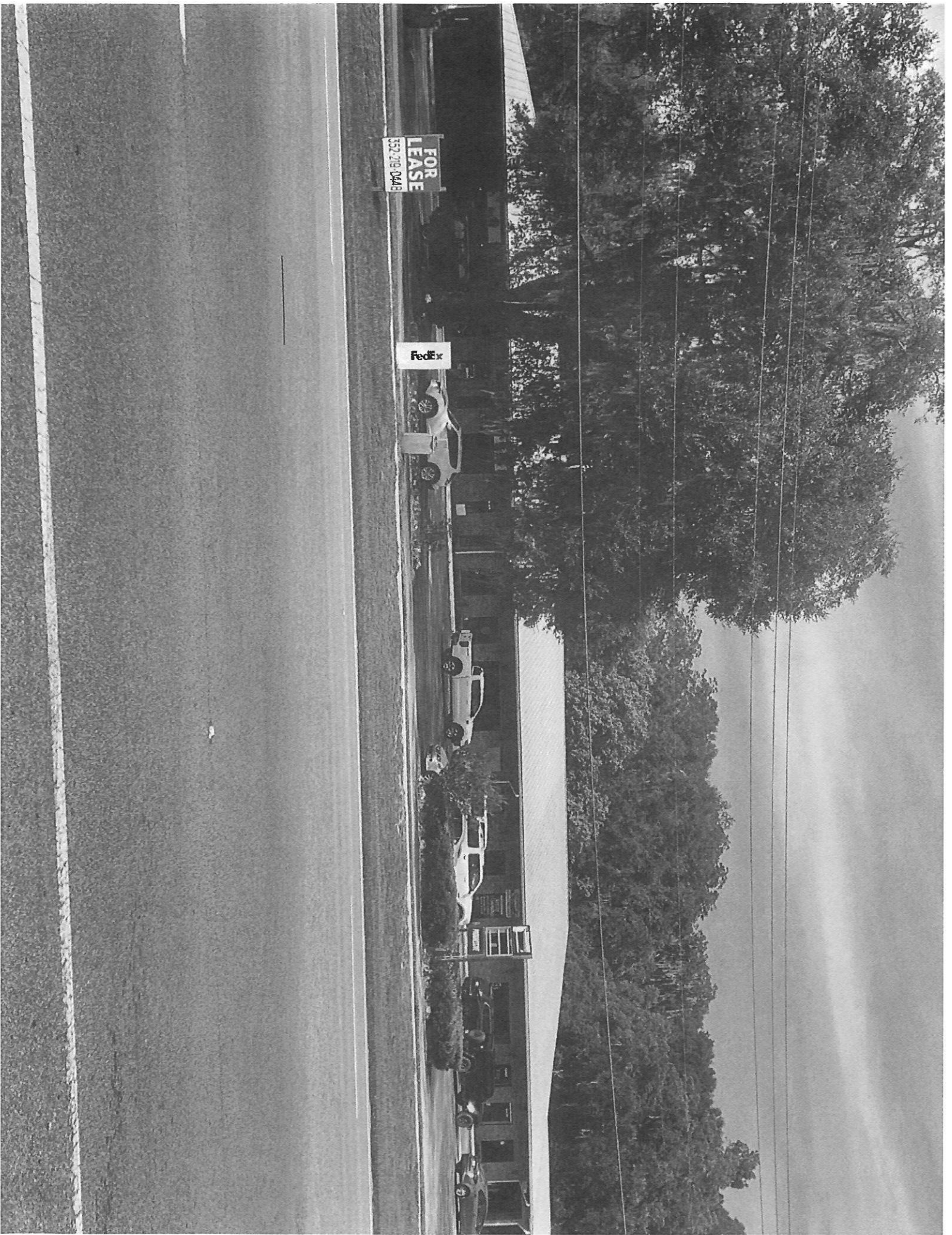
District 5700 - HIGH SPRINGS

Brief Tax Description D E WHESTONE EST ADDN PB A-46 1/2 COM NWLY COR LOT 6 BLK 6 S 25 DEG 48 MIN 27 SEC W 200 FT POB S 64 DEG 07 MIN 43 SEC E 150 FT N 25 DEG 48 MIN 27 SEC E 30 FT S 64 DEG 07 MIN 43 SEC E 150 FT S 64 DEG 07 MIN 43 SEC E 30 FT S 12 DEG 49 MIN 58 SEC W 133.54 F
(Note: Not to be used on legal documents)

Date created 7/26/2023

Last Data Uploaded: 7/26/2023 3:44:14 AM

Developed by Schneider
GEOSPATIAL



RESOLUTION NO. PB/CUP 23-02

A RESOLUTION OF THE PLAN BOARD OF THE CITY OF HIGH SPRINGS, FLORIDA, RECOMMENDING TO THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS, FLORIDA, DENIAL OF A CONDITIONAL USE AS PROVIDED FOR IN SECTION 10.02.03 OF THE LAND DEVELOPMENT CODE OF THE CITY OF HIGH SPRINGS, FLORIDA, PURSUANT TO AN APPLICATION, CUP 23-02, BY THE PROPERTY OWNER; PROVIDING FOR A CONDITIONAL USE TO PERMIT A TOBACCO AND VAPE SHOP WITHIN AN EXISTING FACILITY WITHIN A COMMERCIAL (C-3) ZONING DISTRICT, AS PROVIDED FOR IN TABLE 2.02.01 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR REVOCATION OF THE CONDITIONAL USE; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of High Springs Land Development Code, as amended, hereinafter referred to as the Land Development Code, empowers the Plan Board of the City of High Springs, Florida, hereinafter referred to as the Plan Board, to recommend to the City Commission of the City of High Springs, Florida, hereinafter referred to as the City Commission, approval or denial of a conditional use to the City of High Springs Land Development Code, hereinafter referred to as the Land Development Code, in accordance with said Code;

WHEREAS, an application for a conditional use, as described below, has been filed with the City;

WHEREAS, pursuant to the Land Development Code, the Plan Board, held the required public hearing, with public notice, on said application for a conditional use, as described below, and considered all comments received during said public hearing and the Concurrence Management Assessment concerning said application for a conditional use, as described below;

WHEREAS, the Plan Board, has determined and found that approval of said application for an amendment, as described below, would not promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Plan Board, has studied and considered the items enumerated in Section 11.09.02 of the Land Development Code and based upon said study and consideration has determined and found that the proposed conditional use would adversely affect or contribute to the deterioration of quality of life, or property values in the immediate neighborhood and would interfere with or adversely affect the health, safety, or welfare of the surrounding community area.

NOW, THEREFORE, BE IT RESOLVED BY THE PLAN BOARD OF CITY OF HIGH SPRINGS, FLORIDA, THAT:

Section 1. Pursuant to an application, CUP 23-02, by AASHI, Inc., to request a conditional use be granted as provided for in Table 2.02.01 of the Land Development Code, the Plan Board recommends to the City Commission denial of the conditional use to permit a tobacco and vape shop within an existing facility within a COMMERCIAL-3 (C-3) zoning district, in accordance with an application dated July 24, 2023, to be located on property described, as follows:

A parcel of land lying in Section 2, Township 8 South, Range 17 East, Alachua County, Florida. Being more particularly described as follows: Commence at the Northwesterly corner of Lot 6, Block 6, D.E. Whetstone's Addition to High Springs as recorded in the Public Records of Alachua County, Florida, said point being located at the intersection of the Southerly right-of-way line of Northwest 187th Road and the Easterly right-of-way line of Northwest 230th Street; thence South 25°48'27" West 200.00 feet, along said Easterly right-of-way line of Northwest 230th Street and along the Westerly line of said Block 6 to the Point of Beginning; thence South 64°07'43" East 150.00 feet; thence North 25°48'27" East 30.00 feet; thence South 64°07'43" East 180.00 feet; thence South 06°49'33" East 67.88 feet; thence South 30°59'12" West 73.17 feet; thence South 25°48'27" West 33.00 feet; thence South

19°55'13" East 28.00 feet; thence South 25°48'27" West 55.81 feet; thence South 55°53'18" West 40.00 feet to the Northerly right-of-way line of U.S. Highway 441 (State Road 25); thence Northwesterly, along said Northerly right-of-way line of U.S. Highway 441 (State Road 25) and along the arc of a curve to the right, said curve having a radius of 5,597.58 feet, a central angle of 03°47'35" and a chord of 370.51 feet that bears North 50°30'47" West, for 370.58 feet to said Easterly right-of-way line of Northwest 230th Street; thence North 25°48'27" East 155.75 feet, along said Easterly right-of-way line of Northwest 230th Street and along the Westerly line of said Block 6 to the Point of Beginning.

Containing 1.76 acres, more or less.

Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.


Section 3. This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED, in regular session, with a quorum present and voting, by the Plan Board, serving also as the Local Planning Agency this 16th day of October 2023.



Kristyn Adkins,
Secretary to the Plan Board

PLAN BOARD
OF THE CITY OF HIGH SPRINGS, FLORIDA



Donald Alderman, Chair

New Business Item # 1



Commission Agenda Item Request Form

MEETING DATE: October 26, 2023 @ 6:30pm

SUBJECT:

Agreement – Contract between School Board of Alachua County and the City of High Springs for a School Resource Officer Program.

AGENDA SECTION:

New Business

DEPARTMENT:

Police Department

PREPARED BY:

Chief Antoine Sheppard

RECOMMENDED ACTION: Approval for signature and execution of MOU.

Summary

The City, by and through its police department, High Springs Police Department ("HSPD"), shall assign on each day that school is in session, two regularly employed police officers as a SROs to the following school: High Springs Community School 2. The School Board agrees to pay up to \$132,005.00 as its share of funding for this SRO for the 2023-2024 school year. This amount represents the School Board's portion of the twelve-month cost of the salaries, benefits and operating expenses for the SRO and any other costs of the program that the Chief of Police deems necessary to its operation, to include training and other administrative costs associated with equipping and staffing the program at the levels indicated above.

ATTACHMENTS:

MOU

REVIEWED BY CITY MANAGER: Yes

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA,
And
THE CITY OF HIGH SPRINGS, FLORIDA
FOR
A SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this 1st day of August, 2023, by and between THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA, (hereinafter referred to as the "School Board"), and THE CITY OF HIGH SPRINGS, (hereinafter referred to as the "City");

WHEREAS, the School Board and City desire to provide a crime and delinquency prevention program to the public schools within the City of High Springs; and

WHEREAS, the School Board and the City desire to provide a safer school environment through a School Resource Officer (hereinafter referred to as "SRO") Program;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the City hereby agree as follows:

1. The City, by and through its police department, High Springs Police Department ("HSPD"), shall assign on each day that school is in session, two regularly employed police officers as a SROs to the following school: **High Springs Community School**

2. The School Board agrees to pay up to \$132,005.00 as its share of funding for this SRO for the period from September 1, 2023 to June 30, 2024. This amount represents the School Board's portion of the twelve-month cost of the salaries, benefits and operating expenses for the SRO and any other costs of the program that the Chief of Police deems necessary to its operation, to include training and other administrative costs associated with equipping and staffing the program at the levels indicated above. In the event that any of the regularly assigned SROs are not available to staff the school, the Chief of Police shall assign a replacement SRO to cover during all portions of the school day when school is in session, consistent with the staffing levels outlined in Paragraph 1 above.

Funds provided by the School Board during the term of this agreement for the cost of SRO shall be paid to the City in ten monthly payments beginning September 30, 2023. Monthly payments shall be 1/10 of the agreed-upon total share. Invoice shall include documentation to substantiate the costs being reimbursed. Invoices will be paid within the time frame designated by Florida Statutes.

3. The parties may renegotiate the compensation provided herein and scope of services to be provided hereunder should any of the following occur:

- a. The State of Florida withholds or reserves any part of the funds of the District's Safe Schools allocation or other allocations designated for school safety/security;
- b. The City of High Springs reduces the High Springs Police Department budget for the SROP;

- c. The School Board opens or adds any additional schools that High Springs must staff with an SRO; or
 - d. The School Board closes any school.
4. Each school listed in paragraph 1 shall, with the participation of the assigned SRO, develop a safety plan that addresses internal and external threats.
5. The School Board will ensure that each school listed in paragraph 1 shall report child abuse in conformance with Chapter 39, Florida Statutes.
6. The City shall also continue to provide supervision of the SRO program.
7. The SRO program will operate in accordance with the guidelines attached hereto as "Exhibit A."
8. The School Board and the City agree, pursuant to F.S. 1002.221(2)(c), to share certain student education records and information in order to further the crime and delinquency prevention programs contemplated by this Agreement. The School Board agrees to provide student demographic information, enrollment data, current schedule, attendance and summary discipline information through its Student Information System program to the SRO, for students at the school where the Officer is assigned.
9. The SROs shall remain employees of the City and shall not be employees or agents of the School Board. The School Board and the City acknowledge that each SRO is a police officer who shall uphold the law under the direct supervision and control of the City and HSPD. The SRO shall remain responsive to the chain of command of the City and HSPD. However, SROs will cooperate with any state or federal investigations into School Board conduct, if the deputy/officer witnessed or was involved in the incident under investigation.
10. SROs and their supervisors shall maintain an open line of communication with the School Board's Chief of Safety and School Security, particularly as it pertains to any matters involving school safety, security, and/or activity that involve- students or staff in the law enforcement process. This shall include, but is not limited to, a weekly written report/briefing by SRO supervisors describing any arrests, security breaches, or other significant events that involve law enforcement intervention.
11. Public Records. The parties, as public institutions, are subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) and Public Records Law (Chapter 119, F.S.). Both parties understand that the public shall have access to public records, including those related to this Agreement, unless the records are exempt and/or confidential under the law. The parties agree to comply with all applicable Florida and federal confidentiality and public records laws and agree to instruct employees, representatives, and third-party providers of the responsibility to comply with same. The parties shall have the right to terminate this Agreement at any time for refusal to allow access to public records. Should the parties disagree about whether information is protected from disclosure under Florida law, the party advocating that the information is protected must promptly provide evidence of a statutory exemption under Florida law that is satisfactory to the recipient or obtain a protective order from a court of law.

12. Protected Health Information. The parties acknowledge they will have access to and or obtain confidential protected health information (PHI) of students in written and/or electronic format, including but not limited to student medical records, student data and/or associated student identifiers, established, generated, and/or transmitted by or to each party. The parties agree to comply with all applicable federal and state laws, rules, regulations and policies covering security and confidentiality of PHI. During the term of this Agreement, except as otherwise required or permitted by state and federal law, each party shall ensure that its directors, officers, employees, officers, and agents maintain all PHI in a secure and confidential fashion and that no PHI is disclosed or released to any third party except as required or permitted by state and federal law. Further, the SRO will safeguard all student information and will only access student information for legitimate purposes within the scope of the SRO's duties.

13. Confidentiality. Each party shall ensure that its directors, officers, employees, officers, agents and assigns comply with all state and federal laws regarding student information privacy.

14. No Partnership of Joint Venture. Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or make any party the agent of the others. No party or its agents or assigns shall make representations contrary to the terms of this Agreement and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof.

15. This agreement may be terminated by either party upon thirty (30) days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon ninety (90) days written notice. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, pro-rated compensation will be made to the City for services performed to the date of termination. The School Board shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of the termination of this Agreement.

16. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows:

Shane Andrew, Superintendent
School Board of Alachua County
620 East University Avenue
Gainesville, FL 32601

Ashley Stathatos, City Manager
City of High Springs
23718 W US Hwy 27
High Springs, FL 32643

17. The School Board, the City, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City or their designees.

18. Alachua County, Florida shall be the jurisdiction for all claims or disputes arising from services rendered, or the alleged failure to provide services, associated with this Agreement.

19. This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties.

20. The City shall have the option of providing a passive detection canine at the school, as long as the unit conforms to current School Board policies.

21. In entering into this Agreement, neither the School Board nor the City is waiving any privileges or immunities they are entitled to under the law, including, but not limited to, Chapter 768 of the Florida Statutes.

22. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

This Agreement and included "Exhibit A" constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

SCHOOL BOARD OF
ALACHUA COUNTY, FLORIDA

CITY OF HIGH SPRINGS

By:  10/3/2023
Tina Certain, Chair Date

By: _____
Ashley Stathatos, City Manager Date

Attest:  10/3/23
Shane Andrew, Superintendent Date

Attest: _____
Angela Stone, City Clerk Date

Approved as to Form:


Attorney

Approved as to Form:

Attorney

EXHIBIT A
CITY OF HIGH SPRINGS SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a crime and delinquency prevention program focused on educating and counseling students. The program is a joint venture of the City of High Springs and the School Board of Alachua County. The primary objectives of this program are:

1. Educating students in the areas of crime prevention, personal safety, substance abuse, anti-bullying, internet crimes against children and cyber safety, and general law education.
2. Helping students with problems through personal or group counseling/mentoring.
3. Gathering information about criminal activity or potential problems within the school or community.
4. Providing law enforcement assistance to school personnel, parents, and students.
5. Developing a positive image of law enforcement Officers among students and parents.

School Resource Officer Responsibilities:

1. The School Resource Officer (SRO) shall act as an instructor for specialized short-term programs at all schools, when invited to do so by the principal or a member of the faculty. The SRO shall develop expertise in presenting various subjects to students, which shall include, but is not limited to, a basic understanding of law, the role of law enforcement, and the law enforcement mission. The SRO will seek permission from the principal or a member of the faculty prior to enacting any program within the school. Special topics, which the SRO can discuss in a classroom setting upon request, are listed in the enclosed SRO curriculum.
2. The SRO shall be available for student, parent, and faculty member conferences in order to assist with the identification and solving of problems of a law enforcement or crime prevention nature. In such sessions, the SRO has discretion about what action to take if he or she becomes aware of a criminal act.
3. Visibility is critical to the success of the SRO Program. A law enforcement presence during lunch times, bus arrivals/departures, class changes, as well as the time before and after school, are essential in the scope of duties of an SRO. It is important for the officer to work with the administration during these periods.
4. The SRO shall become familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, drug treatment centers, and community-based programs. The SRO shall make referrals to these agencies when appropriate.
5. The SRO shall not act as a school disciplinarian, school administrator, or principal/assistant principal, but will cooperate and participate as necessary in the School Board's expulsion hearing process if requested by the Superintendent of Schools or his legal counsel. The City will provide

case information and/or testimony to the Superintendent, or his/her designee, provided the case is not a pending criminal investigation. In cases of active criminal investigations, the State Attorney, or his/her designee, will approve such action.

6. The SRO shall wear the official HSPD uniform at all times while on duty as an SRO. Appropriate civilian attire may be worn on occasions agreed upon by the City or his/her designee.
7. The SRO will follow and conform to all School Board policies and procedures that do not conflict with the established policies and procedures of the City.
8. The SRO will investigate crimes that take place on school property and may participate in the investigation of crimes known to involve students from his/her school.
9. It is the intent of the parties to minimize misdemeanor arrests on school campus. In accordance with F.S. 1006.13(2)(c) and the Board's Zero-Tolerance for School Related Crimes policy it is not required to report petty acts of misconduct and misdemeanors to a law enforcement agency, including, but not limited to, disorderly conduct, disrupting a school function, simple assault or battery, affray, minor fights, verbal abuse or use of profanity, cheating, petit theft, vandalism, trespassing, and possession or use of tobacco. The parties agree that students need to be held accountable for misbehavior in order to learn from their mistakes, take responsibility for their actions, and reconnect to their school community. The parties agree the most effective means of holding students accountable for their actions include providing them with continuity and support from school officials that interact with them on a daily basis.
10. Should it become necessary to conduct formal law enforcement interviews or investigations with students, the SRO shall adhere to those legal requirements, policies, and procedures established by the State of Florida, the City, and the School Board. The SRO shall inform the student's parent(s) and the principal, or his/her designee, of the investigation/interviews occurring on campus, as soon as practical, if not prohibited by confidentiality provisions of the state law.
11. At the principal's or his/her designee's request, the SRO shall take appropriate law enforcement action against intruders, trespassers, and unwanted unauthorized individuals who may appear at school and/or school-related functions, to the extent that the SRO may do so under the authority of law.
12. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
13. The SRO will be given sufficient time at the beginning of the school year to present information to school administrators, faculty, and staff on School Crisis and Emergency plans. All school crisis and emergency plans and any drills, such as active-shooter exercises, shall be approved by the Superintendent or his/her designee.

14. The SRO shall inform the principal, or his/her designee, prior to making "random truancy sweeps." The individual school shall establish a working policy with the Officer for the referral or transporting of truant students.
15. A regularly scheduled meeting will be held for all SROs to coordinate the exchange of information among SROs in various schools.
16. The SRO Program will not be identical in each school. The character of the program in each school will be greatly influenced by the principal and the needs of that school.
17. The SRO will develop a working knowledge of students that may have behavioral/mental health issues and assist school staff and parents in developing non-criminal justice responses to behavioral/mental health issues.
18. The SRO will assist the school administration with conducting lockdown and/or evacuation drills (not including mandated fire drills) during the school year and as scheduled by the school principal. The number, type, and frequency of such drills shall at least minimally meet the standards of State Statutes.
19. The SRO and school administration will promote strategies, including Community Oriented Policing, to increase law enforcement effectiveness on school campuses.
20. The SRO will engage the school community (i.e. parents, students, teachers, support staff, and administrators) to conduct a thorough assessment of their school crisis plan, school building layout, scheduling practices, use of human resources for monitoring purposes, and the structural design of the school to determine the need for:
 - Surveillance or security technology, such as closed circuit television cameras in hallways, parking lots, entrances, etc.
 - Innovations for maximizing the use of human resources to monitor activity.
 - Identifying improvements and ensuring non-duplication of effort in emergency response procedures.

School Resource Officer Assignments:

The City shall assign two regularly employed police officers as SROs to the school listed in Paragraph 1 of the Agreement.

School Resource Officer Work Hours:

The SRO work hours should be set by the principal and the SRO's supervisor with the following understandings:

1. The SRO works a 29.5-hour week.
2. Special duty, before or after school, may be assigned on a limited basis if the SRO's work day is rearranged to make this possible. (Rearranging the SRO's schedule to provide football, basketball, and other event security should be kept as minimal as possible. Security for ball games and events should be contracted under other terms whenever possible).
3. The SRO may be required to set certain times aside for in-service training, court appearances, etc. In the event that the regularly assigned SRO is not available to staff his/her school, the Chief of Police shall assign a replacement SRO to cover during all parts of the school day when school is in session.
4. Officers may use up to ten (10) days of non-emergency leave during the calendar year. If the SRO is not going to be in school, he/she shall inform the principal, or his/her designee, as soon as possible, at least twenty-four (24) hours prior to taking such leave. The Chief of Police will assign a substitute SRO to the school during any part of the school day when school is in session if the regularly assigned SRO is absent.
5. The school principal will be given the opportunity to provide input on the SRO's performance with the City's designee.

Facilities and Materials:

The SRO should be considered a resource for the principal's administrative staff. The SRO should work closely with the principal or an administrator appointed by the principal. The School Board shall provide, if possible, each SRO the following facilities and materials necessary for the proper performance of the SRO function:

- An air conditioned, properly lighted private and secure office with a telephone and locking file cabinet for business purposes.
- A desk, chair, appropriate office supplies, internet access and secretarial assistance, if needed.
- For the safety of school staff, the officer should be issued a portable 2-way radio or reprogram the HSPD portable radio, if applicable, for communication with other school personnel.

School Resource Officer Curriculum:

Each SRO may deliver, upon request by school administration or faculty member, classroom instruction or information on the following topics:

1. Law Enforcement as a Career
2. Juvenile Crime:

- Shoplifting
 - Vandalism
 - Assault and Battery
 - Trespass
 - Burglary
 - Gang Activity
 - Anti- bullying
3. Internet crimes against children and cyber safety.
 4. Traffic Safety
 5. Impaired Driving
 6. Substance Abuse
 7. Rape Prevention
 8. Crime Prevention
 9. Firearm Safety
 10. Other topics that the SRO may be requested to cover by the school as the need develops.

Selection Criteria:

Supervisors from HSPD shall interview each potential SRO. The following factors will be considered in the selection process:

- The officer's desire to work with youth.
- The officer's prior experience in law enforcement and youth work.
- The officer's interpersonal and communication skills.
- The officer's academic background and/or other pertinent training.

Training:

The SRO shall attend the 40-hour "School Resource Officer Basic Training Course" offered by the Attorney General's Office and the 64-hour "Instructor Techniques Course" offered by the Institute of Public Safety as soon as practical. The SRO will also attend a 40-hour Crisis Intervention Training using a curriculum developed by a national organization with expertise in mental health crisis intervention, and provide proof of completion to the School Board. In addition, the officer may be required to attend additional courses in drug education, crime prevention, or such appropriate topics as part of his or her prerequisite training or specialized training. In addition to the listed training, all City personnel are required by the agency to attend mandatory retraining every year. HSPD will make a good-faith effort to schedule training for times other than regular school hours.

Reports:

On a monthly basis, the City will provide SBAC a copy of the SROs' bi-weekly attendance and leave record and overtime log (timesheet), which documents the SROs' work schedules. This report will indicate hours at school, hours in training, sick hours used, vacation hours used, hours assigned to special details, etc. The report will be sent to the superintendent, or designee, in an electronic format.

New Business Item # 2



Commission Agenda Item Request Form

MEETING DATE: October 26, 2023 @ 6:30pm

SUBJECT:

Renew Mutual Aid Agreement with Alachua County Sheriff's Office

AGENDA SECTION:

New Business

DEPARTMENT:

Police Department

PREPARED BY:

Chief Antoine Sheppard

RECOMMENDED ACTION: Approve

Summary

The agenda item is a renewal of mutual aid agreement with the Alachua County Sheriff's Office. This contract supports police sharing authority in the Alachua County and within the city of High Springs, Florida.

ATTACHMENTS:

See attachment

REVIEWED BY CITY MANAGER: Yes

10/23-1/25

**ALACHUA COUNTY SHERIFF AND CITY OF HIGH SPRINGS
COMBINED OPERATIONAL ASSISTANCE AND
VOLUNTARY COOPERATION**

MUTUAL AID AGREEMENT

THIS AGREEMENT, by and between EMERY GAINES, Sheriff of Alachua County, hereinafter referred to as "Sheriff," and the CITY OF HIGH SPRINGS Police Department, hereinafter referred to as "HSPD;"

WITNESSETH:

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive situations including but not limited to emergencies as defined under section 252.34, F.S. as well as continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Sheriff and the City of High Springs have the authority under section 23.1225, F.S. et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in section 252.34, F.S.,

NOW, THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violation of Florida Statutes to include, but not limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, disturbances, arson, motor vehicle thefts,

other criminal or suspected criminal activity, and backup services during patrol activities.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, escapes from detention facilities, incidents requiring utilization of specialized units, and other major law enforcement problems and emergencies as defined in s. 252.34, F.A.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

3.1 In the event that the Sheriff is in need of HSPD's assistance within any area of Alachua County, an authorized representative of the Sheriff shall notify the HSPD's designee. The HSPD's authorized agency representative shall evaluate the situation and the HSPD's available resources, consult with his/her supervisors if necessary, and will respond/render assistance in a manner he/she deems appropriate. The Sheriff or her designee may determine who is authorized to lend assistance, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3.2 In the event that HSPD is in need of the Sheriff's assistance within HSPD's territorial jurisdiction, an authorized representative of the HSPD shall notify the Sheriff or her designee. The Sheriff or authorized agency representative shall evaluate the situation and the agency's available resources, consult with his/her supervisor if necessary and will respond/render assistance in a manner he/she deems appropriate.

3.3 Should a sworn HSPD officer be in the unincorporated area of Alachua County for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said officer, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said officer shall immediately notify the Sheriff or her designee and upon the latter's arrival, turn the situation over to

the Sheriff's representative and offer any assistance requested, including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

3.4 In the event that it is necessary for HSPD to take any planned law enforcement related action within the unincorporated areas of Alachua County, an authorized representative of HSPD shall notify the Sheriff or her designee prior to taking such action. The Sheriff or her authorized representative shall evaluate the situation and ACSO's available resources, consult with his/her supervisors if necessary and will respond/render assistance in a manner he/she deems appropriate. No HSPD officer shall be empowered under this paragraph to operate in the unincorporated areas of Alachua County without prior request and approval of the Sheriff or her designee as heretofore provided. The Sheriff's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

4.1 The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the department requesting assistance.

4.2 Supervising officers rendering assistance pursuant to 3.4 shall be under the command of the Sheriff or her designee.

4.3 Whenever a deputy sheriff or HSPD police officer is rendering assistance pursuant to this Agreement, the deputy sheriff or HSPD police officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a supervising deputy sheriff/officer of the requesting agency, then such rule, regulation, personnel policy, general order or standard operating procedure shall control and shall supersede the direct order.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering aid pursuant to this agreement to assume full responsibility for same, subject to provisions of section 768.28, F.S., where applicable, and provided such party shall have control of the defense of any suit or claim to which said assumption or responsibility applies.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

6.1. HSPD officers, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of section 23.127(1), F.S. have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the City of High Springs. Any HSPD officer acting within the unincorporated areas of Alachua County, without the request or approval of the Sheriff or her designee, shall not be covered by this Agreement.

6.2. Each party agrees to furnish necessary equipment, resources and facilities and to render services to the other party to the agreement; provided however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.

6.3. The agency that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

6.4. The agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

6.5. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other

benefits that apply to the activity of any employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

6.6. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: INSURANCE

Each party shall carry liability insurance in an amount which is at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify the other party of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VIII: SHERIFF, DESIGNEE OR AUTHORIZED AGENCY REPRESENTATIVE

7.1. The Sheriff and his designee or authorized agency representative as pertains to this Agreement shall be the following persons:

- i. Sheriff
- ii. Major
- iii. Captain
- iv. Shift or Watch Commander

7.2. The HSPD's designee or authorized agency representative as it pertains to this Agreement shall be the following persons:

- i. Chief
- ii. Sergeant/Shift Commander

SECTION IX: EFFECTIVE DATE

This Agreement shall take effect upon approval and execution by the below-named authorities and shall continue in full force and effect through January 7, 2025, unless terminated

prior thereto by any or both parties hereto, or if a Sheriff other than the undersigned takes office.

SECTION X: CANCELLATION

Any party may withdraw from participation in this agreement upon delivery or written notice to the other party.

ALACHUA COUNTY SHERIFF

CITY OF HIGH SPRINGS

Emery Gainey Date

Ashley Stathatos, City Manager Date

Approved as to Form and Legality:

RECOMMENDED:

Cynthia M. Weygant
General Counsel

Antoine Sheppard
Chief of Police
High Springs Police Department

Approved as to Form and Legality:

City Attorney

10/23-1/25

**ALACHUA COUNTY SHERIFF AND CITY OF HIGH SPRINGS
COMBINED OPERATIONAL ASSISTANCE AND
VOLUNTARY COOPERATION**

MUTUAL AID AGREEMENT

THIS AGREEMENT, by and between EMERY GAINNEY, Sheriff of Alachua County, hereinafter referred to as "Sheriff," and the **CITY OF HIGH SPRINGS** Police Department, hereinafter referred to as "HSPD;"

WITNESSETH:

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive situations including but not limited to emergencies as defined under section 252.34, F.S. as well as continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Sheriff and the City of High Springs have the authority under section 23.1225, F.S. et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in section 252.34, F.S.,

NOW, THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violation of Florida Statutes to include, but not limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, disturbances, arson, motor vehicle thefts,

other criminal or suspected criminal activity, and backup services during patrol activities.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, escapes from detention facilities, incidents requiring utilization of specialized units, and other major law enforcement problems and emergencies as defined in s. 252.34, F.A.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

3.1 In the event that the Sheriff is in need of HSPD's assistance within any area of Alachua County, an authorized representative of the Sheriff shall notify the HSPD's designee. The HSPD's authorized agency representative shall evaluate the situation and the HSPD's available resources, consult with his/her supervisors if necessary, and will respond/render assistance in a manner he/she deems appropriate. The Sheriff or her designee may determine who is authorized to lend assistance, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3.2 In the event that HSPD is in need of the Sheriff's assistance within HSPD's territorial jurisdiction, an authorized representative of the HSPD shall notify the Sheriff or her designee. The Sheriff or authorized agency representative shall evaluate the situation and the agency's available resources, consult with his/her supervisor if necessary and will respond/render assistance in a manner he/she deems appropriate.

3.3 Should a sworn HSPD officer be in the unincorporated area of Alachua County for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said officer, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said officer shall immediately notify the Sheriff or her designee and upon the latter's arrival, turn the situation over to

the Sheriff's representative and offer any assistance requested, including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

3.4 In the event that it is necessary for HSPD to take any planned law enforcement related action within the unincorporated areas of Alachua County, an authorized representative of HSPD shall notify the Sheriff or her designee prior to taking such action. The Sheriff or her authorized representative shall evaluate the situation and ACSO's available resources, consult with his/her supervisors if necessary and will respond/render assistance in a manner he/she deems appropriate. No HSPD officer shall be empowered under this paragraph to operate in the unincorporated areas of Alachua County without prior request and approval of the Sheriff or her designee as heretofore provided. The Sheriff's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

4.1 The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the department requesting assistance.

4.2 Supervising officers rendering assistance pursuant to 3.4 shall be under the command of the Sheriff or her designee.

4.3 Whenever a deputy sheriff or HSPD police officer is rendering assistance pursuant to this Agreement, the deputy sheriff or HSPD police officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a supervising deputy sheriff/officer of the requesting agency, then such rule, regulation, personnel policy, general order or standard operating procedure shall control and shall supersede the direct order.

benefits that apply to the activity of any employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

6.6. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: INSURANCE

Each party shall carry liability insurance in an amount which is at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify the other party of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION VIII: SHERIFF, DESIGNEE OR AUTHORIZED AGENCY REPRESENTATIVE

7.1. The Sheriff and his designee or authorized agency representative as pertains to this Agreement shall be the following persons:

- i. Sheriff
- ii. Major
- iii. Captain
- iv. Shift or Watch Commander

7.2. The HSPD's designee or authorized agency representative as it pertains to this Agreement shall be the following persons:

- i. Chief
- ii. Sergeant/Shift Commander

SECTION IX: EFFECTIVE DATE

This Agreement shall take effect upon approval and execution by the below-named authorities and shall continue in full force and effect through January 7, 2025, unless terminated

prior thereto by any or both parties hereto, or if a Sheriff other than the undersigned takes office.

SECTION X: CANCELLATION

Any party may withdraw from participation in this agreement upon delivery or written notice to the other party.

ALACHUA COUNTY SHERIFF

CITY OF HIGH SPRINGS

Emery Gainey Date

Ashley Stathatos, City Manager Date

Approved as to Form and Legality:

RECOMMENDED:

Cynthia M. Weygant
General Counsel

Antoine Sheppard
Chief of Police
High Springs Police Department

Approved as to Form and Legality:

City Attorney

New Business Item # 3



Commission Agenda Item Request Form

MEETING DATE: October 26th, 2023, @ 6:30pm

SUBJECT:

Scheduled Surplus Vehicles

AGENDA SECTION:

New Business

DEPARTMENT:

Police Department

PREPARED BY:

Chief Antoine Sheppard, presented by Sgt. Jason Taylor

RECOMMENDED ACTION: Request for Approval

Summary

The following vehicles have been prepared for surplus:

- 2004 BMW Police Motorcycle VIN# WB10499A24ZE92259
- 2008 Crown Victoria VIN # 2FAFP71V78X122656
- 2006 Crown Victoria VIN # 2FAFP71W46X118845
- 2010 Crown Victoria VIN # 2FABP7BV6AX14

ATTACHMENTS:

None

REVIEWED BY CITY MANAGER: Yes