



CITY OF ARCHER

Mayor: Fletcher Hope

Vice-Mayor: Iris Bailey

Commissioners: Kathy Penny, Joan White, Marilyn Green

Interim City Manager: Deanna Alltop

March 10, 2025

6:00 P.M.

CITY COMMISSION
MEETING

ARCHER CITY HALL

PRAYER

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS OR DELETIONS TO THE AGENDA

ADOPTION OF AGENDA

I. Consent Agenda

Agenda Item 1: Approve minutes from February 10, 2025, City Commission Meeting

Agenda Item 2: Approve minutes from February 24, 2025, City Commission Meeting

Agenda Item 3: Approve bill payments as presented

II. Public Announcements

III. Public Comment

*As part of the Commission's public outreach, we invite Archer residents and the members of the public to share their thoughts, suggestions, and concerns at designated times during Commission meetings. Each person is allotted the maximum time of **three (3) minutes** to ensure everyone has an opportunity to be heard and responded to, we ask that you adhere to the following guidelines:*

- Please state your full name (or first name if you prefer)
- Please state your question, comment, or concern in as few words as possible.
- Please try to make it clear what information you want or what problem you want solved so that the Commission can accurately respond to your request.

16870 SW 134TH AVE., P.O. BOX 39 - ARCHER, FLORIDA 32618-0039

Tel: (352)495-2880

Fax (352)495-2445

- Please be courteous to others and refrain from using language that would be considered insulting, offensive, or insensitive.

Thank you for your cooperation.

The Commission is here to serve you.

IV. Planning Calendar

- A.** Joint BoCC & Special City Commission Meeting on Monday, March 17, 2025, at 6pm, City Hall
- B.** City Commission Meeting on Monday, March 24, 2025, at 6pm, City Hall
- C.** Junior City Commission at 6pm, City Commission Meeting at 6:30pm on Monday, April 14, 2025, City Hall

V. Old Business

Agenda Item 1: Resolution No 2025-09, Agreement to Piggyback Contract for Professional Public Works and Utilities Engineering Service, Woodard & Curran, Inc.

Agenda Item 2: Resolution No 2025-10, Agreement Between the City and Central Auction House for Electronic Bidding

Agenda Item 3: Resolution No 2025-11, Affirming Declaration of Certain Real Property as Surplus Property, Parcel 04923-001-000

Agenda Item 4: Volunteer Bi-Weekly Food Distributions

VI. New Business

Agenda Item 1: Charter Review Committee Presentation*

Agenda Item 2: Fire Department Road Repair

VII. Reports, Correspondence, Communication

No reports

VIII. City Managers Report

IX. Attorney Report

X. Commissioners Report

XI. Public Comment Period

As part of the Commission's public outreach, we invite Archer residents and the members of the public to share their thoughts, suggestions, and concerns at designated times during Commission meetings. Each person is allotted the maximum time of three (3) minutes to ensure everyone has an opportunity to be heard and responded to, we ask that you adhere to the following guidelines:

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Thank you for your cooperation.

The Commission is here to serve you.

XII. Adjournment



CITY OF ARCHER

I. Consent Agenda

Agenda Item 1: Approve minutes from February 10, 2025, City Commission Meeting

Agenda Item 2: Approve minutes from February 24, 2025, City Commission Meeting

Agenda Item 3: Approve bill payments as presented

Staff Recommendation: Approve Agenda Items 1-3.

Approved by City Attorney on:

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

CITY OF ARCHER
16870 SW 134th Ave, Archer, Florida 32618-0039
Phone: 352-495-2880 Fax: 352-495-2445

CITY COMMISSION MEETING MINUTES

Monday, February 10th, 2025, Time: 6:30 PM

MINUTES, WHICH ARE PUBLIC RECORDS, ARE NOTES TAKEN TO PROVIDE A SUMMARY MEMORANDUM OF MEETINGS OR HEARINGS AND CONTAIN ALL OFFICIAL ACTIONS TAKEN. MINUTES ARE NOT INTENDED TO BE A WORD-FOR-WORD OR VERBATIM TRANSCRIPTION OF THE MEETING.

Opening Prayer:	Mayor Fletcher Hope
Call to Order at 6:31 pm:	Mayor Fletcher Hope
Leading the Pledge of Allegiance:	Vice Mayor Iris Bailey
Quorum Present:	
Mayor	Fletcher Hope
Vice Mayor	Iris Bailey
Commissioners	Marilyn Green
	Kathy Penny
	Joan White
Staff:	
Interim City Manager	Deanna Alltop
City Attorney	Kiersten Ballou

ADDITIONS OR DELETIONS TO THE AGENDA

None

ADOPTION OF AGENDA

Commissioner White motioned to adopt the agenda, seconded by Commissioner Green.

No public comment

Motion Carried: 4-0

I. Consent Agenda

Agenda Item 1: Approve minutes from January 13, 2025, City Commission Meeting

Agenda Item 2: Approve minutes from January 27, 2025, City Commission Meeting

Commissioner White motioned to approve the consent agenda, seconded by Commissioner Green.

Mayor Hope requested to pull agenda item #3 for review.

Commissioner White amended the motion to approve agenda items #1 & #2 and pull agenda item #3 for review, seconded by Commissioner Green.

Public comment: Bill Lewandowski, please correct the January 27th minutes for adjournment.

Motion Carried: 4-0

Agenda Item 3: Approve bill payments as presented

Commissioner White motioned to approve bill payments for discussion, seconded by Commissioner Green.

Mayor Hope had several questions and staff answered the majority, additional answers, and documents requested will be on the February 24th agenda.

Public comment: Gene Arnold

Motion Carried: 5-0

Vice Mayor Bailey arrived at 6:45 pm.

II. Guest

Agenda Item 1: ACPO, Fee Waiver Request for May 10th, Maddox Park, Community Arts Festival

No one was present to review the request.

Commissioner White motioned to table the item until March 10th, seconded by Commissioner Green.

Motion Carried: 5-0

Jessie Moses reviewed the request for the fee waiver. They do not need lights and request trash cans. Commissioner White motioned to approve the fee waiver request at Maddox Park to include garbage cans, ACPO is responsible for everything else, and city staff will ensure the bathrooms are cleaned, open, and stocked, seconded by Vice Mayor Bailey.

Commissioner White motioned to un-table the agenda item, seconded by Vice Mayor Bailey.

No public comment

Motion Carried: 5-0

Agenda Item 2: Special Event Permit Application, Florida Track Club, March 8th, Archer Braid Trail, 5K and 10k Run

No one was present to review the request.

Commissioner White motioned to table the item until February 24th, seconded by Vice Mayor Bailey.

No public comment

Motion Carried: 5-0

III. Public Announcements

Commissioner White announced that softball/baseball registration has been extended until February 22nd. We need 11 & 12-year-old boys or girls to complete the team.

IV. Public Comment

Bill Lewandowski, Gene Arnold

V. Planning Calendar

A. Charter Review Committee Meeting on Thursday, February 20, 2025, at 6 pm, City Hall

B. City Commission Meeting on Monday, February 24, 2025, at 6 pm, City Hall

C. City Commission Meeting on Monday, March 10, 2025, at 6 pm, City Hall

Interim City Manager Alltop reviewed the planning calendar.

VI. Old Business

Agenda Item 1: Ordinance No. 05-2024, Declaring a Moratorium on the Acceptance of Applications and Processing of Applications for Conditional Use Permits Within the Industrial, Light, and Warehousing (ILW) and Industrial (I) Zoning Districts for a Period of One Year (first reading)
City Attorney Ballou read Ordinance No. 05-2024 by title only. Ms. Ballou reviewed that the Ordinance is only for conditional use permits under these specific zoning districts. Alachua County is not willing to provide planning services.

The City Attorney's office has only received a verbal that NCFRPC can provide support, waiting on written approval.

Commissioner White stated that without a planner she does not understand the reason we would move forward. Vice Mayor Bailey and Commissioner Green feel this Ordinance blocks growth and revenue. All conditional use permits come before the Commission for approval as the current process dictates. Commissioner White motioned to table the item until the next meeting on February 24th with written confirmation that NCFRPC will be providing the planning services.

Mayor Hope passed the gavel to Vice Mayor Bailey and seconded the motion.

Public comment: Bill Lewandowski, Gene Arnold, Bob Kasicki, Lee Clinefelter, Ann Green, Lou Hildebrand

Motion Failed: 2-3 (Bailey, Penny, Green dissenting)

No further motions were made, Ordinance was not adopted.

Agenda Item 2: Ordinance Number 01-2025, Registration of Foreclosing Mortgages and Vacant Property (second reading)

City Attorney Ballou read Ordinance Number 01-2025 by title only. Ms. Ballou reviewed the Ordinance and its purpose.

Commissioner White motioned to approve Ordinance Number 01-2025, seconded by Commissioner Green.

Public comment: Ann Green, Carolyn Khalfani

Motion Carried: 5-0

Agenda Item 3: Follow-up on January 9, 2025, State of Florida Joint Legislative Appropriations Committee Meeting and Alachua County Board of County Commissioners Meeting on January 14, 2025

Mayor Hope introduced the agenda item, this was added as an exception to the agenda.

Bill Lewandowski read his account of the meeting on January 9, 2025.

Mayor Hope read Representative Hinson's letter into the record.

Agenda Item 4: Archer Community Center Current Standing Rental-Diamond Divas & Gents/Use Events Review & Plan Action

Evelyn Stringer reviewed the background of the dance group, it is not an event, exercise, and dancing only.

By consensus, the Commission would like a log when they use the building with dates for the year.

Agenda Item 5: City of Archer Surplus Property List and Identified Approved Properties to be Sold, Discussion/Action

City Attorney Ballou reviewed the three categories.

1. Five parcels that have been authorized by Resolution 2019-17 can be listed following the surplus real property sale policy.
2. One parcel has been authorized by Resolution 2023-19 for donation, not approved for sale.
3. A parcel has been voted to donate to the church; however, Felicity also has dog-eared for a project. I cannot recommend moving forward with the donation if we need the parcel for a public purpose.

The cost of getting the parcel back will far exceed what we receive for it on the market. We need to know from Felicity whether the project this is for is moving forward, ASAP.
By consensus, the Commission is okay with the City Attorney's office asking Felicity for project information on the parcels and the cost of her service.
Public comment: Bill Lewandowski

Agenda Item 6: 2025 City of Archer Commissioner Annual Assignments

Vice Mayor Bailey has an issue with micromanaging and being assigned things they do not want to do. She spoke with City Attorney Adams and no, the Mayor cannot just assign areas to the Commissioners. The Commission voted down liaisons several months ago. Vice Mayor Bailey will continue reaching out to different partners as needed.
Commissioner White motioned to deny Commissioner assignments, seconded by Vice Mayor Bailey.
Motion Carried: 4-1 (Hope dissenting)

VII. New Business

Agenda Item 1: Resolution No 2025-04, Agreement Between the City of Archer and Online Information Services, Inc.

City Attorney Ballou read Resolution No 2025-04 by title only. Ms. Ballou reviewed the Resolution, there is no cost to the City. If they recover funds, the City will receive 50%.
Vice Mayor Bailey motioned to approve Resolution No 2025-04, seconded by Commissioner White.
Public comment: Bill Lewandowski
Vice Mayor Bailey amended the motion to table for six months which will be July 2025, seconded by Commissioner White.
Motion Carried: 4-1 (Hope dissenting)

MOTION

Commissioner White motioned to extend the meeting to 10:10pm, seconded by Vice Mayor Bailey.
No public comment
Motion Carried: 5-0

Agenda Item 2: Resolution No 2025-05, Agreement Between the City of Archer and Hera Property Registry LLC for Providing Property Registration Services for Archer's Foreclosure and Vacant Property Registration

City Attorney Ballou read Resolution No 2025-05 by title only. Ms. Ballou stated that this Resolution accompanies Ordinance 01-2025.
Commissioner White motioned to approve Resolution No 2025-05, seconded by Vice Mayor Bailey.
No public comment
Motion Carried: 5-0

Agenda Item 3: Resolution No 2025-06, Pursuant to Section 196.1978(3)(o), Florida Statutes Electing to Not Exempt Certain Property, Commonly Known as the "Live Local Act Property Tax Exemption"

City Attorney Ballou read Resolution No 2025-06 by title only. Ms. Ballou explained the purpose of the Resolution.
Vice Mayor Bailey motioned to approve Resolution No 2025-06, seconded by Commissioner White.
No public comment
Motion Carried: 4-1 (Hope dissenting)

Agenda Item 4: Supporting the State of Florida Joining the Southern Rail Commission

Mayor Hope reviewed the Resolution and background.
Commissioner White motioned to approve supporting the State of Florida joining the Southern Rail

Commission, seconded by Vice Mayor Bailey.

No public comment

Motion Carried: 5-0

Agenda Item 5: Right-of-Way Use Permit, Cox Communications

Vice Mayor Bailey motioned to approve the right-of-way use permit, seconded by Commissioner White.

No public comment

Motion Carried: 5-0

Agenda Item 6: Renewal of the Florida League of Mayors Member Dues

Commissioner White motioned not to renew Florida League of Mayors member dues, seconded by Commissioner Green.

No public comment

Motion Carried: 5-0

MOTION

Commissioner White motioned to extend the meeting by 10 minutes, seconded by Commissioner Penny.

Motion Carried: 4-0 (Bailey away from the Dias)

VIII. Reports, Correspondence, Communication

No reports

IX. City Managers Report

Public Works activity from January 2025.

1. Cut back right-a-way on SW 167th Terrace.
2. Cut back right-a-way on SW 168th Ave.
3. Took down Christmas decorations.
4. Supervised community service workers, they picked up trash and debris in Holly Hills.
5. Weeded and sprayed splash pad power station.
6. Trimmed right away by the cemetery at the park.
7. Picked up sticks inside Green Courts.
8. Picked up trash in Holly Hills.
9. Water meter readings.
10. Water cut-offs.
11. Changed flags at Archer Community Center and City Hall.
12. Put a new drain in the kitchen sink at the Archer Community Center.
13. Sprayed weeds in the playground at Wilson Robinson Park.
14. Trimmed trees back from right-a-way on SW 170th Street and SW 143rd Ave.
15. Weeded inside & around the retention pond in Archer Woods.
16. Weeded and mowed retention ponds in Holly Hills.
17. Cleared off the sidewalk on SW 143rd Ave.
18. Fixed toilet in the lady's restroom at the Archer Community Center.
19. Changed cut-off valve at 16673 SW 132nd Lane.
20. Graded SW 174th St.
21. Cleared right away on Pearson Street.
22. Picked up limbs on SW 168th Ave right away.
23. Cut back right away at the speed limit sign on SW 170th Street and SW 143rd Ave.

24. Filled in potholes by City Hall and Depot.
25. Picked up a tree on the fence at the Archer Community Center.
26. Picked up a tree inside Laurel Hill Cemetery.
27. Picked up cold patch from Alachua County, in-kind donation.

SRWMD Grant: I have had conversations with SRWMD on the advance payment request for the Holly Hills stormwater grant. I have another meeting this Wednesday, they are going to present some options, I will bring back an update at the February 24th meeting.

Accounting Position: Justin Southard will remain in the office managing the accounting desk. Dallas will continue to oversee the heavy lifting; we will bring a contract before you once we get to the point. It will be 8-10 hours a month.

Back in September Justin came into the office to cover the front desk full time while Tangie was out. He did an amazing job; he can now do that job start to finish. He took it upon himself to figure out how to get things done, called Edmunds, Sensus, etc. We were here to provide guidance as needed. Justin has also been overseeing YouTube streaming for meetings.

After Cindy left, I asked him if he could start figuring out what was going on with the accounting desk and learning how to manage things. He dug right in, without hesitation. Again, he has done amazing work, figuring things out, with Dallas's assistance and by himself. If you show Justin how to do something once, he picks it up and is a quick study.

Laurel Hill Cemetery: we have not had any cemetery sales since April 2024.

Wastewater Reimbursement: Felicity let us know on January 30th that our reimbursement has been approved and can take up to 40 days to receive.

Please be patient with city staff, we are doing our best to get to the extensive list of items that need to be taken care of completed.

X. Attorney Report

No report

XI. Commissioners Report

Commissioner Green

Checked into the Ministerial Alliance, and currently, there is not one.

Member of the SAC (School Advisory Council) committee at Archer Elementary, they need volunteers and donations. March 14th fundraising event, April 4th-carnival.

Mayor Hope

No report

He has reimbursed the city for the missed FRS deduction of \$31.38.

The Commission and staff discussed a citizen overseeing community service workers.

MOTION

Vice Mayor Bailey motioned not to approve a citizen overseeing community service workers, seconded by Commissioner White.

Motion Carried: 5-0

Joint BoCC and Special City Commission meeting on Monday, March 17th at 6pm, City Hall.

Vice Mayor Bailey

Attended the health fair in Williston, they are willing to assist Commissioner Penny with our health fair.

Commissioner White

No report

XII. Public Comment Period

Gene Arnold, Bill Lewandowski

By consensus, the Commission extended the meeting by 5 minutes.

XIII. Adjournment

Mayor Hope adjourned the meeting at 10:37pm.

Deanna Alltop, Interim City Manager

Fletcher Hope, Mayor

CITY OF ARCHER
16870 SW 134th Ave, Archer, Florida 32618-0039
Phone: 352-495-2880 Fax: 352-495-2445

CITY COMMISSION MEETING MINUTES

Monday, February 24, 2025, Time: 6:00 PM

MINUTES, WHICH ARE PUBLIC RECORD, ARE NOTES TAKEN TO PROVIDE A SUMMARY MEMORANDUM OF MEETINGS OR HEARINGS AND CONTAIN ALL OFFICIAL ACTIONS TAKEN. MINUTES ARE NOT INTENDED TO BE A WORD-FOR-WORD OR VERBATIM TRANSCRIPTION OF THE MEETING.

Opening Prayer:	Mayor Fletcher Hope
Call to Order at 6:02pm:	Mayor Fletcher Hope
Leading the Pledge of Allegiance:	Vice Mayor Iris Bailey
Quorum Present:	
Mayor	Fletcher Hope
Vice Mayor	Iris Bailey
Commissioners	Kathy Penny
	Marilyn Green

Absent: Commissioner Joan White

Staff:	
Interim City Manager	Deanna Alltop
City Attorney	Danielle Adams

ADDITIONS OR DELETIONS TO THE AGENDA

Interim City Manager Alltop requested to add IRS outstanding debt under new business #2, quote for repairs on the 2000 Ford F-250 under new business #3.

Approval to add agenda items, motion carried: 4-0

MOTION

Vice Mayor Bailey motioned to excuse Commissioner White, seconded by Commissioner Green.

Public comment: Bill Lewandowski

Motion Carried: 4-0

ADOPTION OF AGENDA

Vice Mayor Bailey motioned to adopt the agenda with the additions, seconded by Commissioner Penny.

No public comment

Motion Carried: 4-0

I. Guest

Agenda Item 1: Mr. Ted Flemming from Central Bidding

City Attorney Adams introduced Mr. Ted Flemming. The postings will be electronic, it will not cost the city anything and will save the city money. They currently have contracts with our sister

municipalities; Starke and High Springs.

Mr. Flemming reviewed the company's background; they handle small to mid-size businesses.

Vice Mayor Bailey motioned to move forward with Central Bidding and bring back the contract at the next meeting, seconded by Commissioner Green.

Public comment: Laurie Costello, Bill Lewandowski, Gene Arnold

Motion Carried: 4-0

Agenda Item 2: Mrs. Amanda Hagan, Resolution No 2025-07, Accounting and Consulting Services
City Attorney Adams read Resolution No 2025-07 by title only.

Mrs. Hagan introduced herself and reviewed her background.

Vice Mayor Bailey motioned to approve Resolution no 2025-07, seconded by Commissioner Penny.

Public comment: Karen Fiore, Laurie Costello, Gene Arnold

Motion Carried: 4-0

Agenda Item 3: Mr. Leroy Marshall, Director, Resource Management & Projects Division
Suwannee River Water Management District, Holly Hills Stormwater Pond Improvements

Mr. Marshall reviewed that staff have been working with the city since August to figure out the best plan to move the project forward. SRWMD will need the contract signed no later than September 30th. A few different options were discussed.

Vice Mayor Bailey motioned to move forward with exploring options with documentation for fund source as outlined by SRWMD, seconded by Commissioner Penny.

Public comment: Bill Lewandowski

Motion Carried: 4-0

Agenda Item 4: Special Event Permit Application, Florida Track Club, March 8th, Archer Braid Trail, 5K and 10k Run (tabled from February 10th meeting)

Ms. Linda Bloom reviewed the event details. They are asking for permission to use the Archer Community Center overflow parking area as a location for event parking. They can also use City Hall as a location for parking.

Vice Mayor Bailey motioned to approve parking at the ACC and City Hall, seconded by Commissioner Penny.

Public comment: Laurie Costello, Bob Kasicki

Public Works will clear off the trail down to SW 154th Street on Thursday before the event.

Motion Carried: 4-0

II. Public Comment

Rhonda Roberson, Charles Tufano, Bill Lewandowski, Laurie Costello, Karen Fiore, Gene Arnold

III. Old Business

Agenda Item 1: Bill Payment Questions/Answers and 941 Request

Public comment: Karen Fiore, Laurie Costello, Gene Arnold, Charles Tufano

Agenda Item 2: City of Archer Surplus Property List and Identified Approved Properties to be Sold
City Attorney Adams reviewed where we are with the surplus properties. We have five parcels ready to place on GovDeals. One parcel has been approved for donation. One parcel is waiting for information from Felicity. The City Attorney's office has reached out to Felicity on the cost for her to come to a meeting to discuss the lift stations.

There is a .07 parcel on the Northend of Holly Hills the Commission would like to consider as surplus for sale. The City Attorney's office will prepare a Resolution for the next meeting.

IV. New Business

Agenda Item 1: Resolution Number 2025-08, Authorizing Additional Accessors for Banking Services
City Attorney Adams read Resolution Number 2025-08 by title only.

Vice Mayor Bailey motioned to approve Resolution Number 2025-08, seconded by Commissioner Green.

Public comment: Karen Fiore

Motion Carried: 4-0

Agenda Item 2: IRS Outstanding Debt

By consensus, the Commission agrees to use the grant reimbursement to cover our IRS's outstanding debt.

Agenda Item 3: Quote to Repair the 2000 Ford F-250

Commissioner Green motioned to approve the quote, seconded by Vice Mayor Bailey.

Public comment: Bob Kasicki, Laurie Costello

Motion Carried: 4-0

V. Public Comment Period

Charles Tufano, Bill Lewandowski, Gene Arnold, Laurie Costello

VI. Adjournment

Mayor Hope adjourned the meeting at 8:56pm.

Deanna Alltop, Interim City Manager

Fletcher Hope, Mayor

1:33 PM
03/06/25

City of Archer - General Fund
Transaction List by Date
October 1, 2024 through March 6, 2025

Type	Date	Num	Name	Memo	Amount
Oct 1, '24 - Mar 6, 25					
Bill	10/01/2024	Oct 24 ACH	Quadient Finance USA,...	ACCT # 7900044080741154	-805.55
Bill	10/01/2024	Sept 2024	Kennard Ace Hardware	ACCT # 10102	-299.43
Bill	10/01/2024	HM IMP-22551 & 22712	Alachua County BOCC	Hazardous Material registration Cust#1811 & ...	-175.00
Bill	10/01/2024	ACH Sept 2024	Duke Energy was Progr...	Combined Accounts	-5,131.43
Bill	10/01/2024	1st QTR FY 24/25	Florida Municipal Insura...	1st QTR FY 24/25	-27,135.25
Bill	10/01/2024	4588720	Folds & Walker Trust A...	professional services	-10,009.64
Bill	10/02/2024	452200	Waste Pro Gainesville	Trash and debris pick up	-7,727.64
Bill	10/02/2024	854555	Duke Energy	Utilities (Roads, Streets)	-5,583.45
Bill	10/03/2024	Travel 10.3.24 ACH	Johnathan Berger ACH	See Attached	-81.34
Bill	10/03/2024	6988778	Gulf To Lake Sales	Dump Trailers	-24,609.96
Bill	10/03/2024	125588	Professional Lift Solutio...	CC elevator	-500.00
Bill	10/03/2024	988745	Humana	Insurance	-541.70
Bill	10/08/2024	IN681613	Sissines	toner	-17.50
Bill	10/08/2024	347778	Verizon Wireless	city hall phones	-548.56
Bill	10/10/2024	336611	Liberty National	Insurance	-295.92
Bill	10/12/2024	35702396&35041109	Canon Financial Servc...	Copy machine contract NEW FY 2022	-562.49
Bill	10/15/2024	REFUND	Shonvera Robinson	REFUND CC Rental Fee 11/16/24	-300.00
Bill	10/15/2024	2E-0393 ACH	Suncom	Acct # R16-10016,974,6863,3653	-71.16
Bill	10/15/2024	8312-012	Platinum Chemicals Inc.	Wipes	-442.00
Bill	10/15/2024	36662	Colonial Life	Insurance	-115.96
Bill	10/16/2024	1454225	Brian Murphy	Professional Services	-4,500.00
Bill	10/16/2024	212022	Neopost	Postage	-805.55
Bill	10/16/2024	64552	Canon Financial Servc...	Copier and printer	-562.49
Bill	10/16/2024	152266	Clay Electric Cooperative	Utilities	-127.69
Bill	10/17/2024	10.17.24 ACH	Amazon Capital Services	SEE ATTACHED	-278.37
Bill	10/17/2024	OESH 21205	Sew What	2024 Fall ball	-1,888.46
Bill	10/17/2024	Oct 2024	Samuel P. Clark	Retirement	-100.00
Bill	10/17/2024	145103	BAS Mobile Mower Rep...	Service PW Mowers	-420.30
Payment	10/17/2024		FL Dept of Environmenta...		84,853.75
Bill	10/17/2024	65215	AFLAC	Insurance	-949.60
Bill	10/18/2024	95035	Archer Automotive & Tire		-139.10
Bill	10/18/2024	3256545	Ameris Visa	Credit Card	-2,470.01
Bill	10/18/2024	454984	Cox Communications	Senior Center (Utilities)	-215.49
Bill	10/18/2024	325525	Cox Communications	Utilities (City Hall) cable internet	-353.00
Bill	10/18/2024	155252	Cox Communications	Community Center internet	-319.98
Bill	10/18/2024	455565	Cox Communications	Wilson Robinson internet	-216.00
Bill	10/21/2024	154626	Intuit	Tsheets	-110.00
Bill	10/21/2024	455556	Lowe's Home Centers, L...	Keys	-28.86
Bill	10/22/2024	96232	Custom Concrete & Co...	Memorial Brick placement (Carlton Miller)	-250.00
Bill	10/23/2024	23669	GRU	Utilities	-575.00
Bill	10/24/2024	REFUND	Larry Sheena	REFUND CC Rental 9/29/2024	-300.00
Bill	10/24/2024	REFUND	Jill Blackwell	REFUND CC Rental 10/12/24	-300.00
Bill	10/24/2024	REFUND	Raven Monroe	REFUND CC Rental 10/6/24	-300.00

City of Archer - General Fund
Transaction List by Date
October 1, 2024 through March 6, 2025

Type	Date	Num	Name	Memo	Amount
Bill	10/24/2024	REFUND	Gail Simpson & Associ...	REFUND CC Rental 9/17/24 (Duke Energy) ...	-300.00
Bill	10/24/2024	455255	SportsSignUp	REC	-75.00
Bill	10/25/2024	P51621	AG-Pro Companies	Acct # ARCHE006	-521.52
Bill	10/25/2024	IN685740	Sissines	toner	-27.50
Bill	10/25/2024	9821546	Florida Blue	Insurance	-3,634.80
Bill	10/28/2024	478854	Waste Pro Gainesville	Trash and debris pick up	-7,727.64
Bill	10/31/2024	REFUND	Natka Edwards	REFUND CC Rental 9/14/24	-300.00
Bill	10/31/2024	REFUND	Frances Nieves	REFUND CC Rental 10/26/24	-300.00
Bill	10/31/2024	2262742 CC	Crime Prevention Secur...	Customer # 19957	-273.30
Bill	10/31/2024	2263160 CH	Crime Prevention Secur...	Customer #28247	-273.30
Bill	10/31/2024	4962	Folds & Walker Trust A...	General Reperensation	-6,523.95
Bill	10/31/2024	48851	Duke Energy	. Utilities	-5,131.43
Bill	11/01/2024	Nov 2024	Samuel P. Clark	Retirement	-100.00
Bill	11/01/2024	56404	Two Fold Water Inc.	Monthly Water Service - Well # 1,2 & 3	-1,952.50
Bill	11/01/2024	4936	Emerald Data Partners	IT support, Mangage services, consulting, vl...	-2,023.60
Bill	11/04/2024	455875	Humana	Insurance	-177.40
Bill	11/06/2024	62195	Liberty National	Insurance	-443.88
Bill	11/06/2024	116567	Verizon Wireless	City hall phones	-480.63
Bill	11/07/2024	418858	Lewis Oil Co., Inc.	FUEL	-221.86
Bill	11/12/2024	07 410326	Florida Ice Machine Ser...	ice machine clean	-275.00
Bill	11/12/2024	1468659	Canon Financial Servic...	Copier And Printers	-562.49
Bill	11/13/2024	99461	Colonial Life	Insurance	-115.96
Bill	11/18/2024	2351346	AFLAC	Insurance payroll deductions	-901.40
Bill	11/18/2024	78465	AFLAC	Insurance	-854.48
Bill	11/20/2024	355657	Clay Electric Cooperative	Utilities	-127.92
Bill	11/20/2024	542125	Intuit	Tsheets	-110.00
Bill	11/21/2024	43066	Ameris Visa	Credit Card	-5,210.96
Bill	11/21/2024	145246	Waste Pro Gainesville	Trash and debris pick up	-8,094.00
Bill	11/21/2024	659941	Humana	Insurance	-339.42
Bill	11/22/2024	7003074979	Staples Advantage	Office Supplies	-180.03
Bill	11/25/2024	649256	GRU	Utilities	-575.00
Bill	11/26/2024	255596	Kimley-Horn and Assoc...	Professional Service	-7,400.00
Bill	11/27/2024	5368536	Folds & Walker Trust A...	Legal Fees and Comprehensive Planning	-5,000.00
Bill	11/27/2024	419642	Lewis Oil Co., Inc.	Diesel	-311.32
Bill	11/30/2024	3146137	Waste Pro Gainesville	Trash Pickup	-8,094.00
Bill	12/01/2024	887762	Liberty National	Insurance	-295.92
Bill	12/01/2024	5001	Emerald Data Partners	Security Bundle and MSP	-2,023.60
Bill	12/03/2024	E21383	Sew What	Junior City Commison Shirts	-184.02
Bill	12/03/2024	64616	Duke Energy	Utilities	-262.07
Bill	12/06/2024	156494	Clay Electric Cooperative	Utilities	-127.95
Bill	12/06/2024	7894626	Folds & Walker Trust A...	Professional Services	-5,000.00
Bill	12/06/2024	65465156	Verizon Wireless	City Hall Phones	-513.22
Bill	12/09/2024	952586	Liberty National	Insurance	-295.92
Bill	12/11/2024	99733	Levy Jones Inc.	paper towels	-37.75

City of Archer - General Fund
Transaction List by Date
October 1, 2024 through March 6, 2025

Type	Date	Num	Name	Memo	Amount
Bill	12/11/2024	785564	Colonial Life	Insurance	-173.94
Bill	12/11/2024	24058	Abacus Elevator Consu...	Annual Inspection	-215.00
Bill	12/12/2024	453467	Clay Electric Cooperative	Streets Utilities	-127.95
Bill	12/12/2024	168359	Quadient Finance USA,...	Postage Stamps	-213.78
Bill	12/12/2024	215453	Duke Energy	Utilities	-6,517.33
Bill	12/12/2024	1564949	Kimley-Horn and Assoc...	Professional services	-115,055.00
Bill	12/13/2024	788556	Waste Pro Gainesville	Trash and Debris pick up	-8,094.00
Bill	12/16/2024	235346	Orkin Pest Control	Pest Control	-207.10
Bill	12/16/2024	33050000	Renaissance Printing	4x6 post cards	-129.20
Bill	12/16/2024	7855698	Quadient Finance USA,...	Postage	-213.78
Bill	12/18/2024	365584	AFLAC	Insurance	-901.40
Bill	12/19/2024	IN695739	Sissines	BW Images and Color Images	-630.33
Bill	12/19/2024	OCT/NOV 2024	Kennard Ace Hardware	ACCT # 10102	-312.22
Bill	12/20/2024	8466212	Neopost	postage	-1,005.19
Bill	12/20/2024	665488	Canon Financial Servic...	copier / printer	-562.49
Bill	12/20/2024	922348	Intuit	Timesheets	-120.00
Bill	12/20/2024	846516	Orkin Pest Control	Pest Control	-207.10
Bill	12/23/2024	661950	GRU	utilities	-575.00
Bill	12/23/2024	4761661	Ameris Visa	Credit Card	-9,768.28
Bill	12/27/2024	1641148488	Quadient Finance USA,...	Postage	-300.00
Bill	12/31/2024	418157	Lewis Oil Co., Inc.	Fuel Gas and Diesel	-630.36
Bill	12/31/2024	10102	Kennard Ace Hardware	Public Works Hardware	-151.62
Bill	12/31/2024	0000620584	Waste Pro Gainesville	Waste Collections	-8,094.00
Bill	12/31/2024	9582	N. Central FL Regional ...	Comprehensive Planning Costs	-1,750.00
Bill	01/01/2025	57000	Two Fold Water Inc.	Monthly Water Service	-1,953.20
Bill	01/01/2025	5075	Emerald Data Partners	Security Bundle and MSP	-2,023.60
Bill	01/02/2025	23-IN3648	Edmunds GovTech	Software	-28,245.00
Bill	01/03/2025	7003581184	Staples Advantage	Office Supplies	-47.95
Bill	01/03/2025	79567	Intuit	payroll	-2,801.00
Bill	01/03/2025	994233	Humana	insurance	-386.12
Bill	01/05/2025	3236	Alachua Today	Advertising	-239.85
Bill	01/07/2025	10316469	Verizon Wireless	City Hall Phones	-513.10
Bill	01/08/2025	53801	Orkin Pest Control	Sentricon Renewal	-332.75
Bill	01/08/2025	53801	Orkin Pest Control	Pest Control Services	-207.10
Bill	01/08/2025	7003074979	Staples Advantage	office supplies	-93.02
Bill	01/08/2025	7003176104	Staples Advantage	office supplies	-39.06
Bill	01/08/2025	107 & 108	Dallas M. Lee	Professional Services	-2,018.75
Bill	01/08/2025	234315	Salena Robinson	Community Center Rental Refund	-300.00
Bill	01/08/2025	467346	Tameka Pitts	Community Center Rental Refund	-300.00
Bill	01/08/2025	ES21401	Sew What	Public Works and Office Uniforms	-1,078.06
Bill	01/08/2025	B-08-20	Domain Host	website subscription	-225.00
Bill	01/09/2025	9431694	Clay Electric Cooperative	Utilities roads and streets	-127.83
Bill	01/10/2025	1924687	Clay Electric Cooperative	Electric Utilities	-38.37
Bill	01/10/2025	32486	Liberty National	Insurance	-295.92

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City of Archer - General Fund
Transaction List by Date
October 1, 2024 through March 6, 2025

Type	Date	Num	Name	Memo	Amount
Bill	01/12/2025	37815833	Canon Financial Servic...	Copier Contract Charger	-267.85
Bill	01/14/2025	934995	Colonial Life	Life Accidental	-115.96
Bill	01/14/2025	19693	Florida Rural Water As...	Monthly Renewal base and water connections	-315.50
Bill	01/15/2025	50571	Beltz Liquid Waste Man...	Septic Tank Pump Out	-450.00
Bill	01/17/2025	561796	AFLAC	insurance	-901.40
Bill	01/21/2025	45268	GRU	Street And CC Utilities	-575.00
Bill	01/22/2025	26498	Duke Energy	utilities	-5,062.48
Bill	01/22/2025	46016	Cox Communications	internet / cable	-537.00
Bill	01/22/2025	846649	Cox Communications	cable / internet	-479.97
Bill	01/22/2025	326599	Cox Communications	cable / internet	-479.97
Bill	01/22/2025	86629	Cox Communications	internet	-324.00
Bill	01/23/2025	848949	GRU	Fiber Optic for City Hall and Community Center	-575.00
Bill	01/23/2025	753256	Waste Pro Gainesville	trash and debris pick up	-8,094.00
Bill	01/27/2025	5475	Folds & Walker Trust A...	services for month of January 2025	-5,000.00
Bill	01/27/2025	17617837	Quadient Finance USA,...	Postage	-860.30
Bill	01/28/2025	171D-DHY1-6KQG	Amazon Capital Services	American Flags	-100.29
Bill	01/28/2025	5738	Folds & Walker Trust A...	monthly services	-5,000.00
Bill	01/29/2025	5616165	Waste Pro Gainesville	monthly services	-5,000.00
Bill	02/01/2025	35411	Globe Life-Life	Trash and Debris pick up	-8,094.00
Bill	02/01/2025	57281	Two Fold Water Inc.	Globe life Insurance	-295.92
Bill	02/01/2025	0009	Alachua Today	Monthly water services/Bacteriological Test	-1,550.00
Bill	02/03/2025	5595164	Clay Electric Cooperative	Legal Advertising	-761.38
Bill	02/03/2025	1515156	Alachua County Tax Co...	Welcome to Archer sign and street lights fro...	-127.83
Bill	02/03/2025	31944	Staples Advantage	Postage Cost for 2024 tax notices	-73.72
Bill	02/03/2025	DL-1854-1070	Domain Listings	Copy Paper	-119.07
Bill	02/03/2025	9325478	Dallas M. Lee	Annual Membership	-288.00
Bill	02/03/2025	1449	Newberry city of	professional Services	-1,045.00
Bill	02/03/2025	1000519	Lewis Oil Co., Inc.	Bucket truck of holiday lights	-660.00
Bill	02/03/2025	53801	Orkin Pest Control	131.10 gallons diesel	-483.24
Bill	02/03/2025	34638	Dave Symonds	preventive pest control	-23.70
Bill	02/03/2025	4752	USG Water Solutions	Aqua Gold to well #1	-173.85
Bill	02/03/2025	5193	Humana	75,000 elevated park Quarterly	-3,263.50
Bill	02/03/2025	1669795	VC3, Inc.	IT support, managed services, consulting, vC...	-2,023.68
Bill	02/04/2025	98997447	Cox Communications	Invoices from 5/31/23 to 12/20/23	-386.12
Bill	02/04/2025	669595	Liberty National	City Hall Cable Services	-996.88
Bill	02/05/2025	4526585	Verizon Wireless	Optional Insurance	-295.92
Bill	02/06/2025	6622258	Archer Automotive & Tire	city hall phones	-513.38
Bill	02/09/2025	97040	Canon Financial Servic...	F250 Rear Disc Brake Job	-329.42
Bill	02/10/2025	654886	Amazon Capital Services	Copier and Printer	-294.64
Bill	02/12/2025	484922	Colonial Life	Sharpie Markers and Water Spigot Lock	-26.97
Bill	02/19/2025	145128	BAS Mobile Mower Rep...	Optional insurance	-115.96
Bill	02/19/2025	54999	Raina Feagle	Rec Mower Fly wheel and Starter	-315.00
Bill	02/19/2025	54999	Raina Feagle	Rec softball repayment	-79.44

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City of Archer - General Fund
Transaction List by Date
October 1, 2024 through March 6, 2025

Type	Date	Num	Name	Memo	Amount
Bill	02/19/2025	78683	Melody Jackson	Rental Refund	-300.00
Bill	02/19/2025	103045	Cox Communications	Internet Wilson Robinson Park	-108.00
Bill	02/19/2025	222545	AELAC	Optional Insurance	-1,352.10
Bill	02/20/2025	711216	Sissines	Waste Tank Cardridge	-17.50
Bill	02/20/2025	554656	Cox Communications	Internet and cable	-159.99
Bill	02/20/2025	4521155	Cox Communications	Internet	-108.00
Bill	02/20/2025	32486	Canon Financial Servic...	Internet	-294.64
Bill	02/24/2025	21445225	GRU	copier and printer	-575.00
Bill	02/26/2025	8994666	Babe Ruth League	FIBER OPTIC CITY HALL AND COMMUNITY CENTER	-70.00
Bill	02/26/2025	5659354	K&K Insurance Group	BABE RUTH LEAGUE CHARTER	-1,202.00
Bill	02/26/2025	6669423	Duke Energy	ALL CITY STREET LIGHTS EXCEPT-RED LIGHT TO WELCOME SIGN	-2,393.90
Bill	02/27/2025	6206	Samuel P. Clark	Retirement	-100.00
Bill	02/27/2025	334451	Folds & Walker Trust A...	Professional services city attorney	-5,000.00
Bill	02/28/2025	84962645	Kennard Ace Hardware	Archer Ace Hardware	-148.12
Bill	02/28/2025	359656	Amazon Capital Services	COACHES SHIRT	-31.95
Bill	02/28/2025	5211	Liberty National	INSURANCE (HEALTH DENTAL LIFE)	-390.96
Bill	03/01/2025	96992	Emerald Data Partners	Professional IT services	-2,023.60
Bill	03/03/2025	6588542	Archer Automotive & Tire	F250 Diesel Oil Change	-139.10
Bill	03/05/2025	47626	Mary Barroeta	INSURANCE (HEALTH DENTAL LIFE)	-386.12
Bill	03/05/2025	49619	Djornet Roundtree	CC REFUND DEPOSIT AND AUDIO VISUAL...	-800.00
Bill	03/05/2025	84236	Tameka Pitts	CC DEPOSIT REFUND	-300.00
Bill	03/05/2025	96626	False Alarm Reduction ...	ALARM PERMIT FOR BURGLAR AND FIRE AT ACC	-1,294.00
Bill	03/05/2025	20554468	Qualified Plumbing Ser...	City Hall Bathroom Snaked out the toilet and removed clog	-225.00
Bill	03/06/2025	35668884	Verizon Wireless	CITY HALL PHONES AND TABLET SERVICE	-415.78

Oct 1, '24 - Mar 6, 25



CITY OF ARCHER

V. Old Business

Agenda Item 1: Resolution No 2025-09, Agreement to Piggyback Contract for Professional Public Works and Utilities Engineering Service, Woodard & Curran, Inc.

Staff Recommendation: Approve Resolution No 2025-09.

Approved by City Attorney on: March 6, 2025

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO: 2025-09

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA APPROVING THE AGREEMENT TO PIGGYBACK CONTRACT FOR PROFESSIONAL PUBLIC WORKS AND UTILITIES ENGINEERING SERVICE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; AUTHORIZING THE CITY MAYOR TO EXECUTE THE PIGGYBACK AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE THIS RESOLUTION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Archer ("City") has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

WHEREAS, the City is a public agency subject to Chapter 119, Florida Statutes; and

WHEREAS, the City requires the services of a vendor consultant who can provide services regarding public works and utilities engineering on certain of the City's projects as determined by the City; and

WHEREAS, the Woodard & Curran, Inc. (the "Consultant") currently provides such services to the City of Newberry following a competitive procurement process completed by the City of Newberry which resulted in a services agreement agreed to by the City of Newberry and Consultant, (the "Newberry Agreement"); and

WHEREAS, such solicitation, and resulting Newberry Agreement, allows for purchase to be made by other governmental agencies within the State of Florida, provided purchases are governed by the same terms and conditions as the solicitation"; and

WHEREAS, the City desires to "piggyback" onto the above referenced Newberry Agreement between the Consultant and the City of Newberry for utilization of the same or similar services, and the Consultant consents to the aforesaid "piggybacking", and agrees to extend to the City of Archer the same pricing, terms, and conditions of the Newberry Agreement;

WHEREAS, the City and the Consultant have developed an Agreement to Piggyback Contract For Professional Public Works And Utilities Engineering Services ("Piggyback Agreement") which is the first of the documents attached hereto in composite Exhibit "A"; and

WHEREAS, entering into the Piggyback Agreement is in the public interest and in the interests of the City; now therefore

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA:

SECTION ONE. The above clauses are true and correct and are hereby incorporated into this resolution; and

SECTION TWO. Entering into the Piggyback Agreement (attached hereto and incorporated herein as Composite Exhibit A”) is in the public or community interest and for public welfare and in furtherance thereof, the Piggyback Agreement should be and is approved by the City Commission of the City of Archer; and

SECTION THREE. The City Manager of the City of Archer is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Commission of the City of Archer; and

SECTION FOUR. The Mayor, is the officer of the City duly designated by the City’s Charter and/or Code of Ordinances to execute such ordinances, resolutions, contracts, or communications as may be enacted or approved by the City Commission; and

SECTION FIVE. The Mayor of the City of Archer is authorized to execute on behalf the City the Piggyback Agreement; and

SECTION SIX. The Mayor of the City of Archer is directed to execute on behalf the City the Piggyback Agreement; and

SECTION SEVEN. If any word, phrase, clause, paragraph, section or provision of this Resolution or the application hereof to any person or circumstances is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the Resolution which can be given without the invalid or unconstitutional provisions or application, and to this end the provisions of this Resolution are declared severable; and

SECTION EIGHT: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict; and

SECTION NINE: This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a regular meeting, this 10th day of March, 2025.

BY THE MAYOR OF THE CITY OF
ARCHER, FLORIDA

Fletcher Hope, Mayor

ATTEST, BY THE INTERIM CITY MANAGER
OF THE CITY COMMISSION
OF THE CITY OF ARCHER, FLORIDA:

Deanna Alltop, Interim City Manager

APPROVED AS TO FORM AND LEGALITY:

Kiersten N. Ballou, City Attorney

**AGREEMENT TO PIGGYBACK CONTRACT FOR PROFESSIONAL
PUBLIC WORKS AND UTILITIES ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____ 2025, by and between the City of Archer a municipal corporation of the State of Florida, whose address is 16870 SW 134th Avenue, Archer, Florida 32618, (the "City") and Woodard & Curran, Inc., a for profit corporation authorized to do business in the State of Florida, whose address is 210 S. Florida Avenue, Suite 220, Lakeland, FL 33801 (the "Consultant"), collectively referred to herein as "Parties", and each represents as follows:

WHEREAS, the City has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

WHEREAS, the City is a public agency subject to Chapter 119, Florida Statutes; and

WHEREAS, the City requires the services of a vendor consultant who can provide services regarding public works and utilities engineering on certain of the City's projects as determined by the City; and

WHEREAS, the Consultant currently provides such services to the City of Newberry following a competitive procurement process completed by the City of Newberry which resulted in a services agreement agreed to by the City of Newberry and Consultant, a copy of which incorporated herein and attached hereto as **Exhibit A** (the "Newberry Agreement"); and

WHEREAS, such solicitation, and resulting Newberry Agreement, allows for purchase to be made by other governmental agencies within the State of Florida, provided purchases are governed by the same terms and conditions as the solicitation; and

WHEREAS, the City desires to "piggyback" onto the above referenced Newberry Agreement between the Consultant and the City of Newberry for utilization of the same or similar services, and the Consultant consents to the aforesaid "piggybacking", and agrees to extend to the City of Archer the same pricing, terms, and conditions of the Newberry Agreement; and

WHEREAS, the Parties agree to the terms and conditions of the Newberry Agreement, except as modified herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Term.** This Agreement is effective upon execution by both Parties ("effective date") and continues through the term of the Newberry Agreement, as may be renewed. No amendment of this Agreement shall exceed the term of the Newberry Agreement and its renewal periods.

3. **Modifications.** The Parties agree to be bound by the terms and conditions of the Newberry Agreement, with respect to the City's purchase of or request for Services from the Consultant during the term of this Agreement, except for as modified or added below:
- a. **References.** For the purposes of this Agreement, all references in the Newberry Agreement to the "City of Newberry" or "Newberry" or "the City" or "City" any of its divisions, departments, agencies or employees and a "location of the work" will be read to reference the City of Archer, Florida and City of Archer facilities, divisions, departments, offices, or employees. References in the Newberry Agreement to the "Consultant" or "Professional" will, unless stated otherwise, apply to the Consultant. References to "City Manager" will be instead an authorized representative of the City of Archer.
 - b. **Compensation and Method of Payment.** Paragraph 7 of the Newberry Agreement shall be modified such that the blank reflects the language "Exhibit 1".
 - c. **Public Records.** Paragraph 19 of the Newberry Agreement shall be modified to refer to the City of Archer and therefore shall read in full as follows: The Consultant shall comply with Florida's Public Records Law. Specifically, pursuant to Florida Statute Section 119.0701, the Consultant agrees to the following:
 - i. During the term of this Agreement, Consultant shall comply with the Florida Public Records Law, to the extent such law is applicable to Consultant. If Section 119.0701, Florida Statutes is applicable, Consultant shall do the following: (1) Keep and maintain public records required by City to perform this service; (2) Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Consultant does not transfer the records to City; (4) Upon completion of the contract, Consultant will transfer, at no cost, all public records to City, or keep and maintain public records required by City to perform the service. If Consultant transfers to City all public records upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.

- ii. The Consultant shall keep and make available to the City for inspection and copying, upon written request by the City, all records in the Consultant's possession relating to this Agreement. Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Consultant's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
- iii. During the term of this Contract, the Consultant may claim that some or all of the Consultant's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Consultant in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Consultant shall clearly identify and mark Confidential Information as "Confidential Information" and the City shall use its best efforts to maintain the confidentiality of the information properly identified by the Consultant as "Confidential Information."
- iv. The City shall promptly notify the Consultant in writing of any request received by the City for disclosure of the Consultant's Confidential Information and the Consultant may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Consultant shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Consultants shall investigate, handle, respond to, and defend, using counsel chosen by the City, at the Consultant's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Consultant shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Contract, the provisions of this section shall continue to survive. The Consultant releases the City from all claims and damages related to any disclosure of documents by the City.

- v. If the Consultant refuses to perform its duties under this section within 14 calendar days of notification by the City that a demand has been made to disclose the Consultant's Confidential Information, then the Consultant waives its claim that any information is Confidential Information, and releases the City from claims or damages related to the subsequent disclosure by the City.
- vi. A request to inspect or copy public records relating to this Agreement must be made directly to City. If City does not possess the requested records, City shall immediately notify Consultant of the request, and Consultant must provide the records to City or allow the records to be inspected or copied within a reasonable time.
- vii. If Consultant fails to comply with the Public Records Law, Consultant shall be deemed to have breached a material provision of this Agreement and City shall enforce this Agreement and Consultant may be subject to penalties pursuant to Chapter 119.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 495-2880, OR, dalltop@cityofarcher.com OR 16870 SW 134TH AVENUE, ARCHER, FLORIDA 32618.

- d. **Conflict of Interest.** This Agreement shall be subject to Chapter 112, *Fla. Stat.* (2023), and Consultant shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Archer. The Consultant shall also disclose the name of any City of Archer employee who owns, directly or indirectly, more than five percent (5%) interest in the Consultant's, or its affiliates, business entity.
- e. **Effective and Binding.** Paragraph 23 shall be amended to read in full as follows: "The Contract shall not become effective or binding upon the City unless and until the City Commission shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution. Tasks Orders in an amount under the City Manager's threshold for purchasing will not require authorization except from the City Manager or his/her designee."
- f. **Notice.** Paragraph 39 of the Newberry Agreement shall be amended to provide for notice to the City of Archer and shall read in full as follows: Except as otherwise provided in this Contract, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice the City's and Consultant's representatives are:

To Consultant:
To City:

Woodard & Curran, Inc.
210 S. Florida Avenue, Suite 220,
Lakeland, FL 33801

City of Archer
c/o City Manager
16870 SW 134th Avenue
Archer, Florida 32618

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

Date

Fletcher Hope, City Mayor
For: City of Archer, Florida

ATTEST:

Approved as to form and legal sufficiency:

Deanna Alltop, Interim City Manager

City Attorney's Office

Date

By: _____
Title: _____
For: Woodard & Curran, Inc..

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____ as _____ of Woodard & Curran, Inc., a for profit corporation authorized to do business in the State of Florida, and who is ___ personally known to me or produced _____ as identification.

Print name of Notary: _____

My Commission Expires: _____

[Notary Seal]

EXHIBIT E

Professional Public Works and Utilities Engineering Services

THIS CONTRACT made and entered into this 31st day of January, 2021, by and between the CITY OF NEWBERRY, FLORIDA, a municipal corporation located at 25440 W. Newberry Road, mailing address 25440 W. Newberry Rd, Newberry, Florida 32669, (herein referred to as "City"), and Woodard & Curran, Inc., whose mailing address is 210 S. Florida Avenue, Suite 220, Lakeland, FL 33801 (herein referred to as "Consultant").

RECITALS

The City desires to engage a consultant to provide it with professional services on an as-needed basis. The professional services may include, but are not limited to the following:

- a. Civil Engineering Design Services
- b. Surveying
- c. Structural Engineering Design or Evaluation
- d. Regulatory Agency Permitting Assistance
- e. Mechanical/Electrical Design or Evaluation
- f. Hydrogeological Services
- g. Geotechnical Services to include borings/monitoring wells/sinkhole remediation
- h. Environmental Studies/Permits
- i. Architectural Services
- j. GIS Services
- k. Construction Management/Inspection Services/Project Management
- l. Architectural Services
- m. Automated Process Control Services to include AMI/SCADA
- n. Professional Geologist
- o. Financial Documentation/Rate Study Services/Grant Writing
- p. Subdivision plan review
- q. Stormwater design and permitting
- r. Roadway design and permitting
- s. Feasibility Study services

The City has followed the selection and negotiation process required by the Florida Consultants Competitive Act established by Section 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide consulting services, when and as-needed, and when and as requested by the City, for any City projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the Consultant shall perform services with respect to City projects only when, requested and authorized in writing by the City and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the Consultant for each separate project to be negotiated between the City and the Consultant and be defined and embodied in a separate Task Order. Each Task Order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon the parties as to each Task Order.

The Contract is a continuing contract as defined in Section 287.055(2)(g), Florida Statutes, for professional services of the Consultant to provide and perform professional services to the City when and as needed but is subject to being terminated as provided for in this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between the parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:
 - a. "CITY" means the City of Newberry, Florida and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.
 - b. "CONSULTANT" means the firm of Woodard & Curran, Inc., which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Order.
 - c. "PROFESSIONAL SERVICES" means all of the services, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the Consultant and its employees, and any and all sub-Consultants that the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Orders thereto.
 - d. "SUB-CONSULTANT" means any individual or firm offering professional services, which is engaged by the Consultant or sub-Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide and perform under this Contract and any and all Task Orders thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Consultant and any sub-Consultant.
 - e. "PARTIES" means the signatories to this Contract.
3. **Engagement of the Consultant:** The City hereby engages the Consultant to provide the City with such consulting services with respect to any City Project, which from time to time, the City may request the Consultant to perform.
4. **Consulting Services:** The Consultant agrees to and shall render and perform such consulting services that shall include, but is not limited to the following:
 - a. System wide infrastructure planning and evaluation, including hydraulic and water quality computer modeling.

- b. Preparation of construction drawings, specifications and bid documents for water/wastewater/stormwater and roadway projects.
- c. Regulatory permitting and compliance issues, including monitoring, reporting and/or infrastructure needed to meet the current or upcoming requirements of the Federal Safe Drinking Water Act especially as related to:
 - Control/Reduction of disinfection by-products
 - Total Organic Carbon Removal
 - Lead/copper rule (corrosion control)
 - Residuals Management
 - Risk Management
- d. Raw water source protection
- e. Raw water supply infrastructure upgrade and expansion
- f. Treatment plant and plant additions/modifications
- g. Evaluation and recommendation of disinfection alternatives
- h. Upgrade and/or expansion of treated water storage and pumping infrastructure
- i. Upgrade and/or expansion of the residual's management infrastructure
- j. Upgrade and/or expansion of retail water distribution infrastructure
- k. Staffing, chemical usage and energy optimization
- l. Assistance in conducting public hearings, workshops and presentations to community interest groups
- m. General supply services, as requested, for any technical, contractual, administrative and regulatory issues affecting the City's water system
- n. Other issues that may raise related to raw water quality, water treatment, storage, pumping, transmission, and distribution pipelines
- o. System wide infrastructure planning and evaluation
- p. Regulatory permitting and compliance issues, including NPDES permit modification and/or renewal in compliance with the requirements of the Federal Clean Water Act and/or State regulations
- q. Upgrade or modification of existing SCADA system and evaluation of additional automation benefits and cost analysis
- r. Upgrade and/or expansion of the wastewater system infrastructure
- s. Optimization of staffing, chemical usage, process control and energy usage at wastewater treatment facilities
- t. Upgrade of equipment and mechanical systems in the collection system and wastewater treatment facilities
- u. Advising elected officials and City staff on matters as may materially affect the City's infrastructure and public assets.
- v. Attend Public Meetings as directed.
- w. Any and all other necessary, requested, required or appropriate professional services as directed by the City Manager and/or his designee.

5. **Request for Specific Services:** The Consultant shall perform no services to the City until specifically requested to do so by the City. Each request for services to be rendered and performed by the Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the Consultant for such separate project to be negotiated and agreed upon between the City and the Consultant and defined by and embodied in a separate Task Order. Each Task Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the City and the Consultant. All work shall be awarded pursuant to the City's purchasing policy.
6. **Term of Contract:** This Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of the Consultant to provide and perform services to the City when and as needed and requested by the City and shall continue and remain effective until it is terminated as permitted and authorized herein.
7. **Compensation and Method of Payment:** The City agrees to pay the Consultant compensation for its services rendered to the City for each specific services requested by the City in an amount and method negotiated between the City and the Consultant, which amount and method may be based on a lump sum plus reimbursable expenses (pursuant to Section 112.061, Florida Statutes), prevailing standard hourly rates plus reimbursable expenses as set forth in the attached Standard Fee Schedule () or any other method as provided for in each Task Order.
8. **Insurance:** The Consultant agrees to and shall procure and maintain insurance during the term of this Contract as follows:
 - a. Comprehensive general liability insurance covering as insured the Consultant and the City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;
 - b. Worker's compensation insurance for the benefit of the employees of the Consultant, as required by the laws of the State of Florida as outlined in the RFQ;
 - c. Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability.
 - d. Before commencing any work under this Contract, or any Task Order, the Consultant shall furnish to the city a certificate or certificates in a form satisfactory to the City showing that the Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be cancelled until at least thirty (30) days prior written notice shall have been given to the City.
 - e. Coverage Schedule Minimums:

A. Workers' Compensation Florida	
Statutory Coverage and Employer's	\$100,000.00- each accident
Liability (including appropriate Federal Acts)	\$100,000.00- each employee \$500,000.00- policy limit for disease
B. Comprehensive General Liability	\$1,000,000.00- bodily injury each occurrence
	\$1,000,000- bodily injury aggregate
	\$1,000,000.00- property damage each occurrence
	\$1,000,000.00- property damage aggregate
C. Products- Completed Operations	\$1,000,000.00- aggregate
D. Business Auto Liability	Same as Comprehensive General Liability (All autos- owned, hired or used)
E. Professional Liability	\$1,000,000.00 per claim
F. Excess or Umbrella Liability	Optional

Insurance contracts shall be procured by an insurer holding a current certificate of authority to Chapter 624 of the Florida Statutes. All coverage, except for Workers' Compensation and Professional Liability, shall name the City as an additional insured. Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements at the Consultant's cost.

9. **Indemnity:** The Consultant agrees to and shall indemnify, and hold harmless the City and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the Consultant or its agents, employees, or sub-contractors. The Consultant is not required hereunder to indemnify and hold harmless the City, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be

limited by reason of the specifications of any particular insurance coverage in this Contract.

10. **Liability:** The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the negligent errors or omissions or negligence of the Consultant, or by any sub-Consultant engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Orders thereto, and for any and damages, losses, and expenses to the City arising out of the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Orders thereto. The Consultant shall be liable and agrees to be liable for and shall indemnify, defend, and hold the City harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Consultant's negligent errors or omissions, negligence, or those of any and all sub-Consultants engaged by the Consultant during the providing, performing and furnish of services, work or materials pursuant to this Contract and any and all Task Orders thereto. Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent of Consultant may not be held individually liable for negligence for any damages that are solely economic in nature.
11. **License:** The Consultant agrees to and shall obtain and maintain throughout the period of this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to the Contract and any and all Task Orders thereto.
12. **Personnel:** The Consultant agrees that when the services to be provided under this Contract, or any Task Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the Consultant will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and all Task Orders thereto.
13. **Timely Accomplishment of Services:** The Consultant agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task

Orders thereto, in accordance with generally accepted standards of professional

practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by Consultant for the City, and be any sub-Consultant engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.
16. **Termination:** The obligation to provide either party upon ten (10) days notice hereunder may terminate services under this Contract or any Task Orders written notice in the event of substantial failure by the other party. In the event of any termination, the Consultant shall be paid for services performed to the date on which the Consultant receives the notice of termination. Notwithstanding anything herein to the contrary in this Contract or any Task Order hereto to the contrary, the City shall have the absolute right and without cause to terminate this Contract or any Task Order by giving the Consultant thirty (30) days notice of such termination. Upon such termination, the Consultant shall be paid for all services performed to the date of such termination.
17. **Independent Contractor:** It is understood and agreed that the Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in the Contract.
18. **Documents:** Original project documents prepared by the Consultant under this Contract and all Task Orders are, and shall remain, the property of the City, and shall be delivered to the City upon final completion or termination of the project covered by any specific Task Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the Consultant pursuant to this Contract and any specific Task Orders are instruments of service in respect to the project and the City shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the Consultant. Any reuse will be at the City's sole risk and without liability or legal exposure to the Consultant.

19. Public Records: Pursuant to Florida Statute 119.0701 the parties agree to the following:

- (a) During the term of this Contract, the Consultant shall comply with the Florida Public Records Law, to the extent such law is applicable to the Consultant. If Section 119.0701, Florida Statutes is applicable, the Consultant shall do the following: (1) Keep and maintain public records required by the City to perform this service; (2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City; (4) Upon completion of the contract, Consultant will transfer, at no cost, all public records to the City, or keep and maintain public records required by the City to perform the service. If the Consultant transfers to the City all public records upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (b) The Consultant shall keep and make available to the City for inspection and copying, upon written request by the City, all records in the Consultant's possession relating to this Agreement. Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Consultant's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
- (c) During the term of this Contract, the Consultant may claim that some or all of the Consultant's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Consultant in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Consultant shall clearly identify and mark Confidential Information as "Confidential Information" and the City shall use its best efforts to maintain the confidentiality of the information properly identified by the Consultant as "Confidential Information."

- (d) The City shall promptly notify the Consultant in writing of any request received by the City for disclosure of the Consultant's Confidential Information and the Consultant may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Consultant shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Consultants shall investigate, handle, respond to, and defend, using counsel chosen by the City, at the Consultant's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Consultant shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Contract, the provisions of this section shall continue to survive. The Consultant releases the City from all claims and damages related to any disclosure of documents by the City.
- (e) If the Consultant refuses to perform its duties under this section within 14 calendar days of notification by the City that a demand has been made to disclose the Consultant's Confidential Information, then the Consultant waives its claim that any information is Confidential Information, and releases the City from claims or damages related to the subsequent disclosure by the City.
- (f) A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (g) If the Consultant fails to comply with the Public Records Law, the Consultant shall be deemed to have breached a material provision of this Contract and the City shall enforce this Contract and the Consultant may be subject to penalties pursuant to Chapter 119.
- (h) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-472-2161, OR JRice@Newberryfl.gov, OR 25440 WEST NEWBERRY RD, NEWBERRY, FLORIDA 32669.**

20. **Permits:** The Consultant shall obtain and pay for all necessary permits, permit application fees, licenses or other fees required.

21. **Approval of Plans and Documents by the City Not Deeded Release:** Approval of the City of any plans, drawing, documents, specifications, or work prepared or provided by the Consultant under this Contract and any specific Task Order shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of their designs, working drawings, and

specifications or other documents and work; not shall such approval be deemed to be assumption of such responsibility by the City for any error or omission in the designs, working drawings, and specifications or other documents prepared by the Consultant, its employees, agents, sub-Consultants.

22. **Effective and Binding:** The Contract shall not become effective or binding upon the City unless and until the City Commission of the City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution. Task Orders in the amount of \$5,000.00 or less will not require authorization except from the City Manager or his designee.
23. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in the event of any dispute between the City and the Consultant arising out of any interpretation of compliance with any of the terms, conditions, and requirements of the Contract, Alachua County, Florida shall be the proper venue for filing any lawsuits with respect to any such dispute.
24. **Prohibition Against Contingent Fees:** As required by Section 287.055(56), Florida Statutes, the Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she had not paid or agreed to pay any person, company, corporation, individual, firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.
25. **Attorneys' Fees and Costs:** In the event of default by either party pursuant to the terms of this Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
26. **Grant Funds:** It is anticipated that the City may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain City Projects, as well as providing funds for the cost of any specific city Project. The Consultant agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the City.
27. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the City had the right, it in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services, including additional qualified firms.

28. **Successor and Assigns:** Neither the City nor the Consultant shall assign, sublet or transfer any rights or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent the Consultant from employing such independent professional associates and consultants as the Consultant may deem appropriate to assist in the performance of services hereunder. Nothing in this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party. It is understood and agreed that the City shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.
29. **Interpretation:** The parties have participated in the drafting of all parts of this Contract and have each had an opportunity to review this Contract with legal counsel. As a result, it is the intent of the parties that no portion of this Contract shall be interpreted more harshly against either of the parties as the drafter.
30. **Special Provisions:** It is further mutually agreed by the parties hereto that the Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the City to commence services on any City Project identified in any Task Order.

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The Consultant agrees that the City and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to any specific grant program or specific project under any Task Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the City makes final payment and all other pending matters are closed.

The Consultant has a "drug-free workplace" program, which will remain in effect.

31. **Sovereign Immunity:** Notwithstanding any other provision set forth in this Contract, nothing contained in this Contract shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Contract for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Contract.
32. **Collusion:** Signing this Contract, the Consultant declares that this Contract is made without any previous understanding, Contract, or connections with any persons, professionals or corporations and that this Contract is fair, and made in good faith without any outside control, collusion, or fraud.
33. **Entire Agreement:** This Contract constitutes the entire agreement between the City and the Consultant and supersedes all prior written or oral understanding. This Contract may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. The Request for Qualifications is incorporated into this Agreement and made a part hereto.
34. **Contract and Task Order in Conflict:** Whenever the terms of this Contract conflict with any Task Order issues to it, the Contract shall prevail.
35. **Captions and Section Headings:** Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.
36. **Attachments:** All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

37. **Non-Waiver:** The failure of any party to exercise any right in this Contract shall not be considered a waiver of such right.

38. **Notice:** Except as otherwise provided in this Contract, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice the City's and Consultant's representatives are:


Mike New
City Manager
25440 W. Newberry Road
Newberry, Florida 32669

39. **Parties Bound:** This Contract shall be binding upon and shall inure to the benefit of the City and Consultant, their successors and assigns.

40. **Limitation of Liability.** Neither party shall be responsible or liable to the other for special, indirect or consequential damages. The total aggregate liability of the Consultant to the City for any and all claims whatsoever arising out of this Agreement shall not exceed the total applicable insurance proceeds paid to Consultant by its insurers up to the amount of the minimum specified insurance policy limits set forth in this Agreement, or the total compensation received by Consultant for the applicable scope of services, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Consulting Services as of the day and year first written above.

By: 
Mike New, City Manager


Annette R. Miller
Witness

By: 

Approved as to legal form and content:

This 1 day of Feb, A.D., 2022

Scott Walker
S. Scott Walker, Esq., City Attorney

Deanna Alltop

Subject: List of Clients

From: Ryan Watson <Ryan.Watson@woodardcurran.com>

Sent: Wednesday, February 12, 2025 3:57 PM

To: Morgan French <MFrench@woodardcurran.com>; Deanna Alltop <dalltop@cityofarcher.com>

Subject: Re: List of Clients

Hi Deanna,

It was great speaking with you today! Please see the below list of a few client references:

City of Newberry FL

Jamie Jones

Asst City Manager for Utilities & Public Works

352-472-2161 Ext 2

jjones@newberryfl.gov

City of Mascotte FL

Larry Walker

Public Services Director

352-429-4429

Larry.Walker@cityofmascotte.com

City of Labelle FL

Mayor Julie Wilkins

Mayor

863-673-4259

juliewilkins@cityoflabelle.com

Ryan Watson

Sr. Client Manager





CITY OF ARCHER

V. Old Business

Agenda Item 2: Resolution No 2025-10, Agreement Between the City and Central Auction House for Electronic Bidding

Staff Recommendation: Approve Resolution No 2025-10

Approved by City Attorney on: February 26, 2025

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO 2025-10

CITY OF ARCHER, FLORIDA

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND CENTRAL AUCTION HOUSE FOR ELECTRONIC BIDDING; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Archer (“City”) desires to accept electronic bids for public projects; and

WHEREAS, Central Auction House provides unlimited and uninterrupted access to the Central Bidding Standard Electronic Bidding SaaS for the purpose of electronic bidding; and

WHEREAS, Central Auction House and the City desire to enter into that certain contract to permit the City to accept electronic bids via Central Bidding Standard Electronic Bidding SaaS by adopting the terms of the proposed contract with Central Auction House in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, engaging Central Auction House’s services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Commission of the City of Archer, Florida:

1. Engaging Central Auction House to provide the products and services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Commission of the City of Archer; and
3. The Mayor of the City of Archer is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Commission of the City of Archer; and
4. In the absence of the Mayor, the Vice-Mayor of the City of Archer is the officer of the City duly designated by the City’s Charter and/or Code of Ordinances to commit the City to contractual obligations as such contracts are adopted by the City Commission of the City of Archer; and
5. The Mayor of the City of Archer is authorized to execute on behalf of and bind the City to the terms

of the Agreement; and

6. The Mayor of the City of Archer is directed to execute on behalf of and bind the City to the terms of the Agreement; and
7. All prior resolutions of the City Commission of the City of Archer in conflict with this resolution are hereby repealed to the extent of such conflict; and
8. This resolution shall become effective and enforceable upon final passage by the City Commission of the City of Archer.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a regular meeting, this 10th day of March, 2025.

BY THE MAYOR OF THE CITY OF ARCHER,
FLORIDA

Fletcher Hope, Mayor

ATTEST, BY THE CLERK OF THE CITY
COMMISSION OF THE CITY OF ARCHER,
FLORIDA:

Deanna Alltop, Interim City Manager

APPROVED AS TO FORM AND LEGALITY:

Danielle C. Adams, City Attorney *or*
Kiersten N. Ballou, City Attorney



CENTRAL BIDDING

FROM CENTRAL AUCTION HOUSE

Electronic Bid Services Proposal

Services

Central Auction House (CAH), a Louisiana Corporation domiciled at 11103 Park Place Drive, Baton Rouge, LA 70818, will provide unlimited and uninterrupted access to the Central Bidding Standard Electronic Bidding SaaS to City of Archer, Florida (CAFL), a Florida Political Subdivision domiciled at 16870 SW 134th Avenue, Archer, Florida 32618 for the purpose of electronic bidding. CAFL will receive unlimited and uninterrupted access to the Central Bidding Standard Electronic Bidding SaaS for the term of this contract. CAFL agrees to post all of their public bids to the CAH Web Site for the term of this agreement. CAFL agrees to post all bid documents at time of release to the CAH Web Site. This agreement provides for the proprietary utilization of the Central Bidding Standard Electronic Bidding SaaS by CAFL. CAFL also agrees to add the following language to their public bid notifications/advertisements as well as their instructions to bidders and/or bid documents; "Official Bid Documents are available at Central Bidding (www.centralbidding.com). Electronic Bids may be submitted at Central Bidding (www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814."

Acceptable Technology

CAFL agrees that the technology utilized by CAH to assure electronic bidding compliance and site security to be sufficient. CAH utilizes a public-private key pair technology, secured by SHA-3, to secure passwords. CAH utilizes a padded 2048 bit RSA encryption to assure bid security. CAFL agrees that the technology utilized by CAH fulfills the requirements for both Electronic Signatures as well as Digital Signatures.

Training

CAH will provide web based or on-site training for employees and/or agents of CAFL as required to fully assure understanding and procedural compliance with the Central Bidding Standard Electronic Bidding SaaS.

Pricing

CAH agrees to provide the Central Bidding Standard Electronic Bidding SaaS at no charge to CAFL for the full term of this agreement.

Contract Term

This contract will remain in force for one calendar year from the date of signature. This contract will automatically renew for consecutive one calendar year terms unless written notification of either termination or alteration is provided in writing by either party with a minimum of thirty (30) days written notice of intent to cancel or negotiate new terms.

Public Records

CAH shall comply with Florida Public Records Laws; specifically, CAH shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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IF CAH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING CAH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CAH SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-495-2880, OR

DALLTOP@CITYOFARCHER.COM OR 16870 SW 134TH
AVENUE, ARCHER, FLORIDA 32618.

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Governing Law and Venue

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The parties understand and agree that the relationship between them is that of CAFL and CAH, and it is specifically understood and agreed that this Agreement and the relationship between the parties shall be construed in accordance with the laws of the State of Florida. The parties agree that venue is proper in Alachua County, Florida.

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City of Archer, Florida

Date

Central Auction House

Date

Deanna Alltop

From: Danielle Adams <Danielle@foldswalker.com>
Sent: Tuesday, February 25, 2025 1:34 PM
To: Deanna Alltop
Subject: Central Bidding References

Here are two references Ted provided for his business:

Eric Seib
Town Manager
Town of Jay
(850) 675-4556

Robbie Whitfield
Fire Chief / Administrator
Pace Fire Rescue District
850.994.6884 Office

Danielle C. Adams, Esq.
Folds Walker, LLC
527 E University Ave
Gainesville, FL 32601
P: (352) 372-1282
F: (352) 375-9960
E: Danielle@FoldsWalker.com

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CITY OF ARCHER

V. Old Business

Agenda Item 3: Resolution No 2025-11, Affirming Declaration of Certain Real Property as Surplus Property, Parcel 04923-001-000

Staff Recommendation: Approve Resolution No 2025-11

Approved by City Attorney on:

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO: 2025-11

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA, AFFIRMING DECLARATION OF CERTAIN REAL PROPERTY AS SURPLUS PROPERTY; PERMITTING DISPOSAL OF SAME PURSUANT TO SURPLUS REAL PROPERTY POLICY; REPEALING ALL RESOLUTIONS IN CONFLICT AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Archer adopted a Surplus Real Property Disposal Policy via Resolution 2018-39 to dispose of surplus real property; and

WHEREAS, the City of Archer is the owner of real property described in **Exhibit A**; and

WHEREAS, the City Commission previously determined the subject property attached hereto no longer serves a public purpose via Resolution 2023-19; and

WHEREAS, the City Commission previously approved the subject property for donation only; and

WHEREAS, the City Commission desires to provide the Interim City Manager with the authorization to dispose of the property in accordance with the Surplus Real Property Disposal Policy; and

WHEREAS, it is the best interest of the City of Archer to permit the aforementioned property to be disposed of in accordance with the Surplus Real Property Disposal Policy instead of being donated; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF ARCHER, FLORIDA:

SECTION ONE. The City Commission of the City of Archer affirms the decision in Resolution 2023-19 that the real property identified in **Exhibit A**, attached hereto, and incorporated herein, is surplus property, as this property has been found to serve no public purpose and continued ownership of the property would be uneconomical and inefficient for the City.

SECTION TWO. The Interim City Manager is hereby authorized to dispose of the property listed in **Exhibit A** in accordance with the Surplus Real Property Policy adopted by Resolution 2018-39.

SECTION THREE. The City Manager of the City of Archer is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Commission of the City of Archer; and

SECTION FOUR. The Mayor, is the officer of the City duly designated by the City's Charter and/or Code of Ordinances to execute such ordinances, resolutions, contracts, or communications

as may be enacted or approved by the City Commission; and

SECTION FIVE. The Mayor of the City of Archer is authorized to execute on behalf the City any documents or deeds necessary to effectuate the transfer of the property deemed surplus herein; and

SECTION SIX. The Mayor of the City of Archer is directed to execute on behalf the City any documents necessary to effectuate or facilitate the sale pursuant to the City's Surplus Real Property Disposal Policy or deeds to transfer of the property deemed surplus herein; and

SECTION SEVEN. If any word, phrase, clause, paragraph, section or provision of this Resolution or the application hereof to any person or circumstances is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the Resolution which can be given without the invalid or unconstitutional provisions or application, and to this end the provisions of this Resolution are declared severable.

SECTION EIGHT: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION NINE: This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a regular meeting, this 10th day of March, 2025.

BY THE MAYOR OF THE CITY OF ARCHER,
FLORIDA

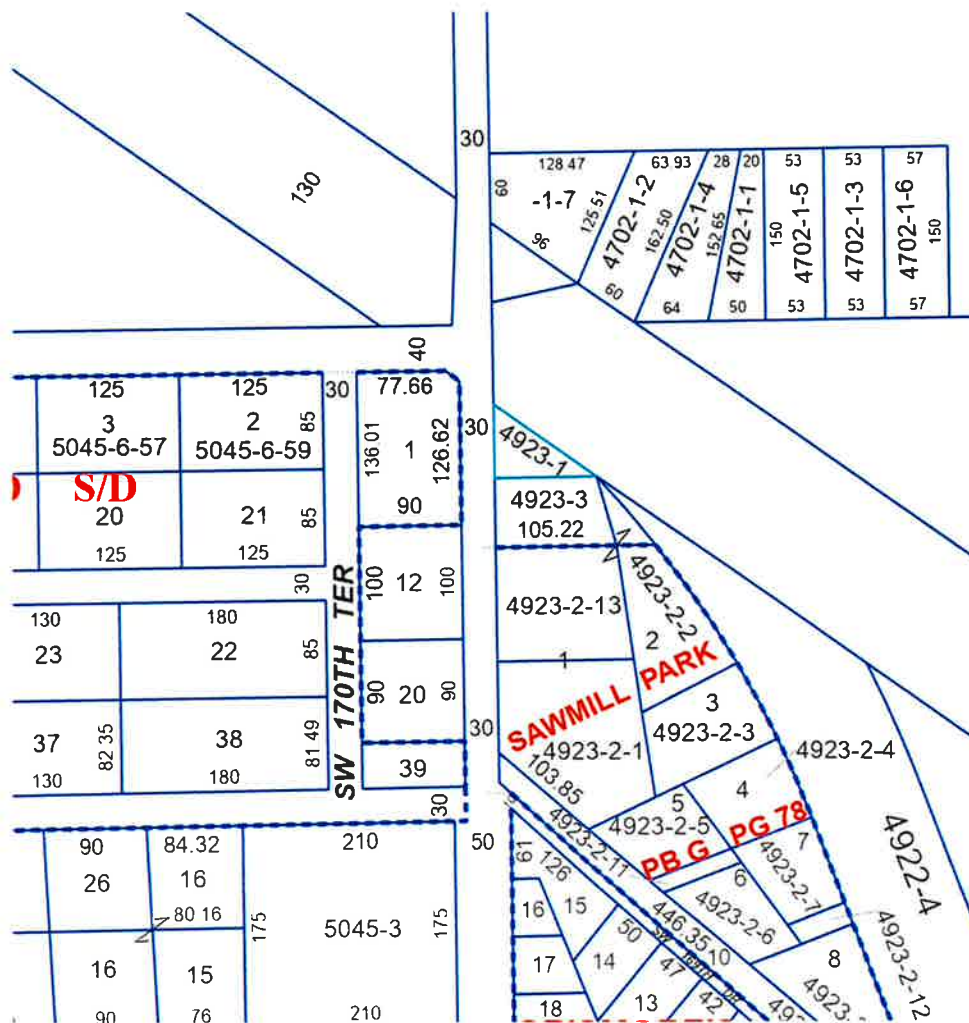
Fletcher Hope, Mayor

ATTEST, BY THE INTERIM CITY MANAGER
OF THE CITY COMMISSION
OF THE CITY OF ARCHER, FLORIDA:

Deanna Alltop, Interim City Manager

APPROVED AS TO FORM AND LEGALITY:

Kiersten N. Ballou, City Attorney





CITY OF ARCHER

V. Old Business

Agenda Item 4: Volunteer Bi-Weekly Food Distributions

Staff Recommendation: Continue the bi-weekly food distributions.

Thank you to all the volunteers!

Approved by City Attorney on: _____

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation



CITY OF ARCHER

VI. New Business

Agenda Item 1: Charter Review Committee Presentation

Staff Recommendation:

Approved by City Attorney on:

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation



CITY OF ARCHER

VI. New Business

Agenda Item 2: Fire Department Road Repair

Staff Recommendation: Fire department reimburse the city for staff's time to fix the road by the park that was washed out from their training.

Approved by City Attorney on:

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation



CITY OF ARCHER

VII. Reports, Correspondence, Communications:

No Reports this month

Commissioner Action: None required