

AGENDA

CITY OF ARCHER
16870 SW 134TH AVENUE
P.O. BOX 39
ARCHER, FL 32618-0039

August 8th, 2016

6:00 P.M.

CITY COMMISSION
MEETING

ARCHER COMMUNITY
CENTER

CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE

I. Consent Agenda

- A. Approve Minutes from the July 11th, 2016 City Commission Meeting
- B. Approve Minutes from the July 19th, 2016 Special Commission Meeting
- C. Approve Minutes from the July 27th, 2016 Special Commission Meeting
- D. Approve Bill Payments as Presented

II. Guest

- A. Ms. Sara Brannon, Community Yard Sale Fee Waiver Request for October 7th, October 8th and October 9th, 2016 at the Archer Community Center.

III. 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 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) and state whether or not you reside within the city limits.
- 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.
- Please be courteous of 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. Old Business

- A. Approval of Revised PER for Submittal to the Funding Agencies
- B. Ordinance No 03-2016, Second Reading, Amending Part II, Chapter 2, Article IV, of the Code of Ordinances of the City of Archer Purchasing Policy.

V. New Business

- A.** Resolution Number 2016-27, Approving Amendments to the Traffic Signal Maintenance Between the City of Archer and the Florida Department of Transportation
- B.** Resolution Number 2016-28, Authorizing the City Manager to Open a New Bank Account at Drummond Bank for the Purpose of Servicing the Repayment of a Loan to the Department of Environmental Protection.
- C.** Resolution Number 2016-29, Authorizing the Mayor to Execute Correspondence on Behalf of the City to the Alachua County Board of County Commissioners.
- D.** Review Previous Resolution No 2010-08, City Commission of the City of Archer Setting a Credit Card Fee Schedule
- E.** Resolution Number 2016-30, Adopting Amendments to the FY 2015-2016 General Fund Budget
- F.** Resolution Number 2016-31, Adopting Amendments to the FY 2015-2016 Water Fund Budget
- G.** Resolution Number 2016-32, In Support of the City of Orlando and Orlando Community; Reaffirming the City's Support for Diversity and Inclusion; and a Call for Non Violence.

VI. Reports, Correspondence, Communication

- A.** Out in Front Technology Solutions health reports
- B.** John Wayne Smith-Lobbyist

City Manager's Report

Attorney Report

Commissioner Reports

VII. Planning Calendar

- A.** Special Commission Meeting, August 11th, 2016 4:00 pm, Archer Community Center
- B.** All Sports Camp, August 11th, 2016 6-8pm, Wilson Robinson Park
- C.** Friday Night Lights, August 12th, 2016 6-8pm, Wilson Robinson Park
- D.** Special Commission Meeting-Wastewater, August 15th, 2016 6:00 pm, Archer Community Center
- E.** Special Commission Meeting, August 25th, 2016 4:00 pm, Archer Community Center
- F.** Planning & Zoning Board Meeting, August 9th, 2016 at 7:00 pm, City Hall (cancelled-no agenda at this time)
- G.** Code Enforcement Board Meeting, August 23rd, 2016 at 7:00 pm, City Hall (cancelled-no agenda at this time)
- H.** Primary Election, August 30th, 2016 7am-7pm, Archer Community Center
- I.** Commission Meeting, September 12th, 2016 at 6:00 pm, Archer Community Center
- J.** City Hall Closed on September 5th, 2016 in observation of Labor Day

VIII. 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 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) and state whether or not you reside within the city limits.
- 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.

- Please be courteous of 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.

IX. Adjournment

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

COMMISSION MEETING MINUTES
Monday, July 11, 2016 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.

CALL TO ORDER:	Mayor Corey Harris
PRAYER:	Commissioner Hope
LEADING THE PLEDGE OF ALLEGIANCE: Mayor Corey Harris	
Quorum Present:	
Mayor	Corey Harris
Vice Mayor	Susan Drawdy
Commissioners	Fletcher Hope
	Joan White
	Michelle Harris
Staff:	
City Manager	Zeriah K. Folston
Assistant City Attorney	Courtney Johnson
Minutes Recorder	Mary T. Flickinger

I. CONSENT AGENDA

- A. Approve Updated Minutes from the April 11, 2016, Commission Meeting.
- B. Approve Minutes from the June 13, 2016, Commission Meeting.
- C. Approve Minutes from the June 14, 2016, Special Commission Meeting.
- D. Approve Minutes from the June 27, 2016, Special Commission Meeting.
- E. Approve Minutes from the June 29, 2016, Special Commission Meeting
- F. Approve Bill Payments as Presented.

MOTION

Commissioner White moved to approve the consent agenda and the minutes, as presented.
Commissioner Hope seconded the motion.

AMENDED MOTION

Commissioner White moved to accept the consent agenda and the minutes, with corrections, as presented.
Commissioner Hope seconded the motion.

PUBLIC COMMENT: Laurie Costello

MOTION CARRIED: 5-0.

II. GUEST

A. Ms. Taryn Brown, Archer Branch Library Manager – Introduction.

Ms. Brown stated that she is excited to be the new Archer Branch Library Manager and shared that the library has many interesting programs for all ages to enjoy as well as a summer reading program. Every Wednesday the library has a free lunch for children eighteen and younger, in partnership with Bread of the Mighty Food Bank.

B. Ms. Dottie Baker, Alachua County Health Promotion and Wellness Coalition.

Ms. Baker stated that she is here by direct invitation from Major Simmons who has asked the Coalition to bring their services to the outlying communities. The Coalition works in conjunction with the Sheriff's Department and utilizes their school resource officers to promote abstinence of substance abuse. Ms. Baker stated that she has been funded to provide a Town Hall meeting for Archer with motivators speaking on substance abuse.

C. Mr. Archie Hampton, Pastor - New Life Church of God by Faith

Pastor Hampton was unable to attend the meeting tonight.

III. PUBLIC COMMENT PERIOD

Laurie Costello

IV. OLD BUSINESS

A. 1-75 Letter Expressing Opposition for the proposed New I-75 Relief Roadway through the City of Archer. City Manager Folston stated that in addition to the letter, he contacted the Florida Department of Transportation directly to express the City's opposition to the project.

B. Resolution Number 2016-18, Expressing Opposition for the Proposed New I-75 Relief Roadway through the City of Archer.

Attorney Johnson read Resolution 2016-18, by title: Resolution Title: A RESOLUTION OF THE CITY OF ARCHER, FLORIDA, FOR THE PURPOSE OF EXPRESSING OPPOSITION FOR THE PROPOSED NEW I-75 RELIEF ROADWAY THROUGH THE CITY OF ARCHER, PROVIDING COPIES OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, ALACHUA COUNTY, AND STATE REPRESENTATIVES; AND REPEALING ALL RESOLUTIONS IN CONFLICT.

MOTION

Commissioner White moved to approve Resolution 2016-18 and to forward it along with the letter.

Vice Mayor Drawdy seconded the motion.

PUBLIC COMMENT: None

MOTION CARRIED: 5-0.

C. City Vehicle for Administration

City Manager Folston presented purchase options for various vehicles under \$15,000.00, noting that travel reimbursement costs will not necessarily decrease with the purchase of a vehicle. Other options presented: Paying the City Manager a stipend, renting a vehicle when Commissioners travel, and reimbursing staff for errands, letting people submit travel reimbursements, or revisiting the lease option. City Manager Folston stated that he will email his travel reimbursement costs to the Commission on Friday.

MOTION

Commissioner Hope moved to table this item until additional information is provided to the Commission and bring this item back at the next Commission meeting.

Commissioner Harris seconded the motion.

PUBLIC COMMENT: Sara Brannon, Laurie Costello, Sue Batey, Larry Hellman

MOTION CARRIED: 5-0.

D. Code Enforcement Conversation.

City Manager Folston stated that the City of Gainesville is willing to perform our Code Enforcement, and noted that smaller communities are not doing Code Enforcement until there is a complaint or they have someone performing this work. City of Archer codes can be found on the internet or inquiries could be made at City Hall.

MOTION

Commissioner Harris moved to direct the City Manager to gather budgetary information to assist the Commission in making a decision to outsource Code Enforcement or work within the City.

Vice Mayor Drawdy seconded the motion.

PUBLIC COMMENT: Larry Hellman, Sara Brannon, Roberta Lopez, Laurie Costello

MOTION CARRIED: 5-0.

V. NEW BUSINESS

A. Discussion on Resolution in Support of Orlando

Vice Mayor Drawdy proposed creating a Resolution to support non-violence and peace.

MOTION

Vice Mayor Drawdy moved to approve crafting a document to show our support for civility.

Commissioner Harris seconded the motion.

PUBLIC COMMENT: Laurie Costello

MOTION CARRIED: 5-0.

B. Ordinance Number 2016-03, First Reading, Amending Part II, Chapter 2, Article IV of the Code of Ordinances of the City of Archer Purchasing Policy.

City Manager Folston stated that this ordinance will change the required quotes from five to three and require written contracts for professional services to be ratified by the commission.

Attorney Johnson read Resolution 2016-03, in its entirety. RESOLUTION TITLE: AN ORDINANCE AMENDING PART II, CHAPTER 2, ARTICLE IV, OF THE CODE OF ORDINANCES OF THE CITY OF ARCHER ENTITLED PURCHASING, PREVIOUSLY AMENDED BY ORDINANCE NO. 16-2008; REQUIRING WRITTEN CONTRACTS FOR PROFESSIONAL SERVICES TO BE RATIFIED BY THE CITY COMMISSION AND REDUCING THE REQUIRED NUMBER OF QUOTATIONS FROM FIVE TO THREE FOR PURCHASES BETWEEN \$2,500.00 AND \$7,500.00. PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR CODIFICATION.

MOTION

Commissioner White moved to approve Resolution 2016-03.

Commissioner Hope seconded the motion

PUBLIC COMMENT: None

MOTION CARRIED: 5-0.

C. Resolution Number 2016-19, Revising the Rental Fee for use of the City of Archer Community Center.

City Manager Folston stated that Community Center rental fees were compared to other municipalities. This information was presented to the Archer Community Center Advisory Board and they voted to raise the fees and also add a new day rate of \$400.00. Current rates: \$180 for the first 3 hours, \$50 per additional hour. Proposed rates: \$300.00 for the first 3 hours, \$50 per additional hour, \$400 per day. Events with admission charge or where compensation is received including political fundraisers: Current rates: \$225 for the first 3 hours, \$65 per additional hour. Proposed rates: \$345 for first 3 hours, \$65 per additional hour, \$600 per day. Events hosted by non-profit, must provide 501(c)3 status. Current rates: \$150 for first 3 hours, \$40 per additional hour. Proposed rates: \$270 for first 3 hours, \$40 per additional hour, \$400 per day.

Attorney Johnson read Resolution 2016-19, by title. Resolution Title: A RESOLUTION OF THE CITY OF ARCHER, FLORIDA, REVISING THE RENTAL FEE FOR USE OF THE CITY OF ARCHER COMMUNITY CENTER; REPEALING ALL RESOLUTIONS IN CONFLICT AND ESTABLISHING AN EFFECTIVE DATE.

MOTION

Commissioner White moved to adopt Resolution 2016-19.

Vice Mayor Drawdy seconded the motion

PUBLIC COMMENT: Sue Batey, Roberta Lopez, Christopher Polk, Roberta Lopez, Christopher Polk, Iris Bailey.

MOTION CARRIED: 4-1. Commissioner Hope opposed the motion.

D. Resolution Number 2016-20, Revised Personnel Policy and Employee Handbook for the City of Archer to Revise Section 3.2 Travel Expenses. City Manager Folston stated that language was changed to set the travel reimbursement at either the Florida Statutes or the IRS rates.

Attorney Johnson read Resolution 2016-20, by title. Resolution Title: A RESOLUTION OF THE CITY OF ARCHER, FLORIDA, ADOPTING A REVISED PERSONNEL POLICY AND EMPLOYEE HANDBOOK FOR THE CITY OF ARCHER TO REVISE SECTION 3.2 TRAVEL EXPENSES TO ALLOW FOR REIMBURSEMENT FOR MILEAGE AT EITHER THE RATE SET BY FLORIDA STATUTES OR THE IRS; REPEALING ALL RESOLUTIONS IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

MOTION

Commissioner Hope moved to pass Resolution 2016-20, as read.

Commissioner White seconded the motion

PUBLIC COMMENT: Roberta Lopez, Sara Brannon

MOTION CARRIED: 5-0.

E. Resolution Number 2016-21, Adopting an Affordable Housing Surplus Property Policy.

City Manager Folston stated that this will allow us to have some definition and procedures for surplus property. Attorney Johnson read Resolution Number 2016-21, by title: RESOLUTION TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ARCHER ADOPTING AN AFFORDABLE HOUSING SURPLUS PROPERTY POLICY WHICH GOVERNS THE DISPOSITION OF REAL PROPERTY BY THE CITY OF ARCHER TO NOT-FOR-PROFIT ORGANIZATIONS TO ENCOURAGE AFFORDABLE HOUSING IN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

MOTION

Commissioner White moved to adopt Resolution 2016-21.

Vice Mayor Drawdy seconded the motion.

PUBLIC COMMENT: None

MOTION CARRIED: 5-0.

F. Utility Easement, GRUCom for the Archer Elementary Project.

City Manager Folston stated that originally we were looking at an easement document, but this was scaled back to a right-of-way use permit.

MOTION

Commissioner White moved to approve the right-of-way use permit for GRUCom

Vice Mayor Drawdy seconded the motion.

PUBLIC COMMENT: None

MOTION CARRIED: 5-0.

G. Resolution Number 2016-22, Adopting Amendments to the Fiscal Year 2015-2016, General Fund Budget. City Manager Folston reviewed the various amendments to the budget with the Commission. City Manager Folston proposed a budget amendment policy, similar to the county's, where budget changes within departments can be made as long as the budget total does not change or money does not need to be moved.

Attorney Johnson read Resolution 2016-22, by title. RESOLUTION TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA, ADOPTING AMENDMENTS TO THE FISCAL YEAR 2015-2016 BUDGET THAT WAS PREVIOUSLY REVISED ON MAY 16, 2016, VIA RESOLUTION 2016-09, AND AGAIN ON JUNE 13, 2016 VIA RESOLUTION 2016-16; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

MOTION

Commissioner Hope moved to adopt Resolution Number 2016-22.

Commissioner White seconded the motion.

PUBLIC COMMENT: Laurie Costello

MOTION CARRIED: 5-0.

H. Resolution Number 2016-23, Adopting the Amendments to the Fiscal Year 2015-2016 Water Fund Budget. City Manager Folston took the Commission through the changes that were made in the budget.

Attorney Johnson read Resolution 2016-23, by title. RESOLUTION TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ARCHER FLORIDA, ADOPTING AMENDMENTS TO THE FISCAL YEAR 2015-2016 WATER FUND BUDGET THAT WAS PREVIOUSLY REVISED ON JUNE 13, 2016, VIA RESOLUTION 2016-17; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

MOTION

Vice Mayor Drawdy moved to adopt Resolution Number 2016-23.

Commissioner White seconded the motion.

PUBLIC COMMENT: None

MOTION CARRIED: 5-0.

VI. REPORTS, CORRESPONDENCE, COMMUNICATION

A. Out in Front Technology Solution health reports.

B. John Wayne Smith, Lobbyist

With no questions on the above reports, City Manager Folston continued.

- Distributed a handout of Outstanding Issues to be addressed at the upcoming meetings on July 19th, July 27th, August 8th, and August 25th. Some of the items to be discussed at the meetings were presented as follows:
 - .The Historical Society Lease cannot be found, possible re-negotiation with LPJ.
 - .Currently negotiating with Sensus regarding the scope of work and other issues.
 - .Requested an extension of John Glanzer's contract to the end of the fiscal year.
 - .Best Restoration estimate is \$5,000-\$7,000.00 for the remediation at City Hall.
 - .Equigen property lease will need an RFP request for proposals.
 - .The scope of work for maintenance at the Laurel Hills Cemetery will be discussed on July 19th.
 - .The resolution for the Brennen property will be presented at the July 27th meeting, also ADA compliant Bubbler fountains, county services cost breakout, recreation coordinator, revised Archer Community Center application, Florida League of Cities, and the proposed millage rate.
 - .August 8, 2016, the IT contract will be discussed, but the discussion regarding the election expense might be postponed until after the new Supervisor of Elections is elected.
 - .Meeting with Florida Rural Water Association to discuss an analysis of our water rates.
 - .Meeting with the County Manager to discuss the Fire Station agreement, and maintaining our roads.
 - .Possible Sewer Committee Meeting will be scheduled in July, date to be announced.
 - .August 25th, discussions on storm water issues at the Church of God by Faith, and investigating hiring a consultant for a capital assets plan.
 - .Conference call scheduled with Lobbyist John Wayne Smith regarding the BDI project.

Commissioner White:

- Requested that the City mow the county right-of-ways because of the height of the grass. Even if the county is charged, the City needs to mow these right-of-ways for public safety.

City Manager Folston thanked Roberta Lopez and Sue Batey, and the Archer Community Center Advisory Board, for the excellent Health Fair program. City Manager Folston also thanked the Commission, and Commissioner Harris for spearheading the Farm Share program, and thanked staff for their participation.

Commissioner Harris:

- Inquired about the situation with our roads and the storm water issues with the Church of God by Faith.

Commissioner Hope:

- Stated that it is critical that the Sewer Committee meet as soon as possible and stressed the importance of the City surveying our account holders on their feelings about the wastewater project.

MOTION

Vice Mayor Drawdy moved to extend the contract with John Glanzer, from 07/01/2016, until the end of the fiscal year.

Commissioner Hope seconded the motion.

PUBLIC COMMENT: Laurie Costello

MOTION CARRIED: 4-1. Commissioner White opposed.

Attorney Johnson

- Gave an update on a question asked about the parking of commercial vehicles: Section 26-155 of our Code of Ordinances: Other than day time deliveries or service calls there are certain commercial vehicles which may not be parked in property that is zoned residential 1, 2, 3, or commercial 1. The codes list the type of vehicles and exceptions.

Vice Mayor Drawdy:

- Inquired about the Duke Energy tree trimming status.
- Waste Pro has been leaving containers in the road and not putting them back where they should be.
- Inquired if there is a list of Chamber of Commerce phone numbers.
- Inquired when the next round table business owners meeting will be held.

Commissioner White:

- Requested that City of Archer employees be given better identification, something that cannot be duplicated by another person.

City Manager Folston stated that grey shirts were ordered with the City of Archer logo. City Manager Folston stated that names will be put on the shirts.

Commissioner Hope:

- Called attention to page 20, of the Employee Handbook, concerning employee comp time.
- Thanked staff for mowing and noted that the city is beginning to look better.
- Thanked the City Manager for securing the Conditional Use Permit with the Mustang Grill, and discussed a safety issue with road-blocking happening on a regular basis.
- Thanked the City Manager for working on the proposed Laurel Hills Cemetery maintenance contract.
- Presented a brief summary of the meeting content from the North Florida Regional Planning Council.

Mayor Harris:

- Stated that he has enjoyed the working relationship with Folds & Walker, but when the Commission agreed to increase the fees, we discussed putting this out to bid. Requested that staff work on the bid process.
- Because of recent events, expressed the hope that everyone be tolerant of one another, and value the insight that we all have, and be respectful and honor one another.

VII. PLANNING CALENDAR

- A. Special Commission Meeting, July 19, 2016, 6:00 pm, Archer Community Center
- B. Business Owners Round Table Discussion, July 13, 2016, 9:30 am, Archer Community Center.
- C. Special Commission Meeting, July 28, 2016, 6:00 pm, Archer Community Center.
- D. Commission Meeting, August 8, 2016, 6:00 pm, Archer Community Center.
- E. Archer Community Center Advisory Board Meeting, July 21, 2016, 5:30 pm Archer Community Center.
- F. Planning & Zoning Board Meeting, July 12, 2016, at 7:00 pm, City Hall (cancelled-no agenda at this time)
- G. Code Enforcement Board Meeting, July 26, 2016, at 7:00 pm, City Hall (cancelled-no agenda at this time)

VIII. PUBLIC COMMENT PERIOD

Roberta Lopez, Laurie Costello, Iris Bailey, Bob Kasicki

City Manager Folston stated that prior to the motion being made tonight to raise the facility fees at the Community Center, Mr. Polk inquired about the rental fees and was given incorrect information. City Manager Folston stated that Mr. Polk should be charged the original fee of \$180.00. Staff will contact Mr. Polk to relay this information.

ADJOURNMENT

MOTION

Commissioner White moved to adjourn the meeting.

Commissioner Hope seconded the motion.

PUBLIC COMMENT: None

MOTION CARRIED: 5-0 Time: 10:24 pm

Mayor, Corey Harris

City Manager, Zeria K. Folston

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

SPECIAL COMMISSION MEETING MINUTES
PRESENTATION OF THE CITY OF ARCHER AUDIT REPORT NO. 2016-197

Tuesday, July 19, 2016 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.

CALL TO ORDER:

Mayor Corey Harris

PRAYER:

Commissioner Hope

LEADING THE PLEDGE OF ALLEGIANCE: Mayor Corey Harris

Quorum Present:

Mayor	Corey Harris
Vice Mayor	Susan Drawdy
Commissioners	Fletcher Hope
	Joan White
	Michelle Harris

Staff:

City Manager	Zeriah K. Folston
Assistant City Attorney	Courtney Johnson
Minutes Recorder	Mary T. Flickinger

I. GUEST

A. AUDITOR GENERAL REPORT PRESENTATION

Auditor General's Office: Derek H. Noonan, Edward A. Waller, Michael J. Gomez, Audit Manager.

Mr. Gomez, Audit Manager, stated that his intent is to give a brief overview of the many documents that were examined and the scope of work performed. Mr. Gomez stated that the audit came about because of a request for a special audit via a petition from the citizens of the City of Archer. An Operational Audit looks at how management performs in establishing the internal controls and confirms that the controls are designed the way they should be and are operating correctly. The scope of the audit included the examination of transactions and records during the period of October 2013 through May 2015. Mr. Gomez stated that when an entity is audited, not every single event or transaction is examined, the audit is a sampling of transactions.

Mr. Gomez stated that the audit looked at the laws, ordinances, and policies and procedures pertaining to the City. The minutes from the Commission meetings were examined to determine the sufficiency of actions taken and City personnel were interviewed to gain an understanding of the City's procedures. The audit examined personnel files for appropriate documentation. The audit looked at the procedures supporting the petty cash fund to examine how funds are used and the documentation required. Supporting documentation was examined for grant agreements and contracts to determine if the information was accurate and supported by City records. Supporting documentation for water bills and collections were examined to determine the process of compliancy and accuracy. The audit examined documentation supporting credit card and fuel purchasing card transactions to determine that a system was in place to control the use of the cards. Travel documentation and supporting travel expenditures were examined to determine whether expenditures were made in accordance with applicable state laws, City ordinances, and reimbursement policies. Mr. Gomez stated that various other auditing procedures were performed, including analytical procedures, as necessary, to accomplish the objectives of the audit. Mr. Gomez stated that this information is presented in its entirety in the written audit report.

Edward A. Waller, Auditor, presented a summary of the 14 Audit Findings and Recommendations, as follows:
Finding 1: City procedures did not provide an appropriate separation of duties for the water bill collections and the record keeping functions or establish other controls to compensate for this weakness.
Recommendations: The City should enhance water service collection procedures to separate the water bill collection and record keeping duties or to implement appropriate controls if this is not possible.

Finding 2: City records did not always evidence that employees met the education and experience requirements for their positions. Records did not always document each employee's position classification, compensation authorization, or approved payroll deductions.
Recommendation: The City should establish procedures to ensure that before employees are transferred to new positions or new hires are made, verifications that the individuals meet the education and experience requirements for the positions are performed and documentation of each employee's position classification, compensation authorization, and approved payroll deductions is maintained.

Finding 3: City procedures did not require employees to document time worked and leave used, the documented supervisory review and approval of such time, the independent verification of overtime payment calculations before payments were made or the independent verification of leave earned and recorded. The City did not always record sick leave earned by employees on the first day of each month as per City policies.
Recommendation: The City should establish written policies and procedures that require all employees to record time worked and leave used, supervisors to review and document approval of such time, and overtime payment calculations be verified before payments are made. The City should also establish policies and procedures to independently verify leave earned and recorded and continue efforts to record sick leave earned by employees on the first day of each month as prescribed by City policies. Additionally, the City should take action to recover the \$187.00 overpayment.

Finding 4: Although the State constitution expressly prohibits municipalities from giving, lending, or using credit to aid any person, it was noted during the review that the City gave seven payroll advances, totaling \$5,500.00 to the Assistant City Manager. We did note that all of these advances were repaid.
Recommendation: In the absence of constitutional or other legal authority, the City should discontinue the practice of making payroll advances and should rescind the policy that authorizes the approval of payroll advances.

Finding 5: As per City policy, when an employee was terminated, their sick leave was forfeited. The City paid \$2,938.00 to the former City Manager when his employment ended, contrary to City policy.
Recommendation: The City should ensure that employees are aware of City policies and that unused sick leave is not paid upon an employee's separation from City employment. In addition, the City should take appropriate actions to recover the \$2,938.00 from the former City Manager.

Finding 6: City records did not always document annual employee performance evaluations.
Recommendation: The City should ensure that performance evaluations are timely completed as required by City policies and the documentation maintained in employee personnel records.

Finding 7: City procedures could be enhanced to ensure that for every purchase that exceeds \$2,500.00 the Commission pre-approves the purchase and follows the applicable competitive selection process set forth in the City's Code of Ordinances.
Recommendation: The City should enhance procedures to ensure that purchases of goods and services are made in accordance with the City Code of Ordinances. Such procedures should require that, for every contract or purchase that exceeds \$2,500.00 quotes and bids are obtained and examined by the City Commission and that the City Commission's preapproval is documented.

Finding 8: The City had not established written policies and procedures governing the assignment and use of credit cards and fuel purchasing cards.

Recommendation: The City Commission should determine whether credit cards and fuel purchase cards should continue to be used, and, if so, ensure that appropriate written policies and procedures governing the assignment and use of the cards are established. This should include: Identifying the employees authorized to have the cards, require employees who are assigned cards to sign written agreements that limit card use to business purposes, address safeguarding the cards, prompt card cancellation upon employment reassignments or separations, process for reporting lost or stolen cards, documentation of the purpose for the cards, employee signed receipts, allowable purchases, acceptable merchants, card limits based on employee purchasing responsibilities, prohibit different employees using the cards, different PINS, document the reasonableness of fuel purchases based on vehicle odometer readings, when available.

Finding 9: City procedures did not ensure employees used travel authorization and travel voucher forms to demonstrate that travel expenditures were for official City business and complied with state law. The City did not always maintain documentation, such as applicable conference programs or agendas and vendor invoices to support these expenditures and there were a few instances where the travel mileage reimbursements were not based on state law.

Recommendation: The City should ensure that employees use travel authorization and travel voucher forms to demonstrate that travel expenditures are for official City business and comply with State law. Additionally, documentation should be maintained to support these expenditures and when there is an applicable conference program or agendas and vendor invoices, the mileage reimbursements are calculated based on the State rate and maintained in the file as well.

Finding 10: The City had not established policies and procedures to ensure that contractual arrangements be evidenced by written contracts documenting essential elements, such as the nature of, and compensation for, the services to be performed or that the contracts be subject to City Commission approval.

Recommendation: The City should establish policies and procedures that require written contracts for professional services. Such requirements should ensure that contractual arrangements be evidenced by written contracts documenting essential elements, such as the nature of, and compensation for, the services to be performed, and that the contracts be subject to City Commission approval.

Finding 11: City adopted budget resolutions for the 2013-14 and 2014-15 fiscal years included projected revenues and projected expenditures, however the resolutions did not include balances brought forward from the respective prior fiscal years as required by state law.

Recommendation: The City should ensure that future budgets include beginning fund balance amounts that include balances brought forward from prior fiscal years.

Finding 12: During the 2013-14 Fiscal Year the City did not make any budget amendments to adjust budgeted transactions nor did City records document why the City reported total budgeted expenditures (\$598,816.00) instead of the city approved 2013-14 fiscal year budget resolution projected expenditures (\$602,904.00). Because of the lack of budget monitoring, at September 30, 2014, the City had over expended 14 budget expenditure categories by a total of \$122,416.00

Recommendation: The City should timely amend budgets, as necessary, and ensure that expenditures are limited to budgeted amounts as required by State law.

Finding 13: City procedures could be enhanced to ensure records are maintained to document the authorized public purpose of petty cash fund replenishment as related disbursements and the independent review of petty cash fund transactions.

Recommendation: The City should enhance procedures to ensure records are maintained to document the authorized public purpose for petty cash replenishments and related disbursements and the independent review and approval of petty cash fund transactions.

Finding 14: The city needs to establish anti-fraud policies and procedures for the mitigation, detection, and reporting of suspected or known fraud.

Recommendation: The City should establish anti-fraud policies and procedures to aid in the mitigation, detection, and prevention of fraud.

Mr. Gomez stated that the City should be commended and expressed that staff were very cooperative and responsive to our questions or when asked for documentation. Mr. Gomez stated that the final report was issued in June but the law states that the Auditor General's Office must return in 18 months to issue a Status Report on where the City is at with each of the 14 Findings. The Status Report will outline the original Findings and Recommendations and a statement showing that the City 1) corrected the finding, 2) partially corrected the finding, 3) took no action to correct the finding, or 4) the City had no opportunity to correct the finding. Mr. Gomez stated that the Auditor General's Report can be found on the website at www.myflorida.com/audgen. The website also shows the audits performed in other cities throughout the state.

PUBLIC COMMENT: December McSherry, Jocelyn Garcia, Frank Lopez, December McSherry, Jocelyn Garcia, Gabe Green, Roberta Lopez,

II. PUBLIC COMMENT PERIOD

Anne Green, Frank Lopez, Kipolin Poyry

III. ADJOURNMENT

MOTION

Commissioner White moved to adjourn the meeting.

Commissioner Harris seconded the motion.

PUBLIC COMMENT: None

MOTION CARRIED: 5-0 Time: 7:35 pm

Mayor, Corey Harris

City Manager, Zeria K. Folston

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

SPECIAL COMMISSION MEETING MINUTES

Wednesday, July 27, 2016 Time: 4:00 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.

CALL TO ORDER 4:10 PM: Commissioner Hope
PRAYER: Commissioner Hope
LEADING THE PLEDGE OF ALLEGIANCE: Commissioner Hope

Quorum Present:

Vice Mayor	Susan Drawdy
Commissioners	Fletcher Hope
	Joan White
	Michelle Harris

Absent	Mayor Corey Harris
--------	--------------------

Staff:

City Manager	Zeriah K. Folston
Assistant City Attorney	Courtney Johnson
Minutes Recorder	Mary T. Flickinger

Agenda items were displayed on the overhead screen for the public to follow the discussion on items presented.

I. OLD BUSINESS

A. Emergency Remediation Estimates for City Hall

City Manager Folston stated that Best Restoration requires 5 days to complete the remediation for a charge of \$6,335.00 and Servpro requires 7 days for a charge of \$6,934.83.

MOTION

Commissioner White moved to approve Best Restoration, \$6,335.00, for the remediation of City Hall and City Hall Chambers.

Commissioner Harris seconded the motion.

PUBLIC COMMENT: Laurie Costello

MOTION CARRIED: 3-0

B. Emergency Repairs for City Hall.

City Manager Folston stated that staff can make several of the repairs, but he is not recommending that one company perform all of the work. City Manager Folston proposed placing a Portable Office Building outside of City Hall for staff to work in while the repairs take place. The insurance reimbursement was based on the findings and in addition the City had a fungus policy. The City also allocated \$8,000.00 for this project.

MOTION

Commissioner White moved to allow City Manager Folston to proceed with the estimates up to and not over \$2,500.00.

Commissioner Harris seconded the motion.

PUBLIC COMMENT: None

MOTION CARRIED: 3-0.

C. Accounting Services Cost

City Manager Folston stated that this item will be put out for bid, but we did meet with Athena Smith and we plan to meet with Michael Whitehead and Betty Addison.

D. City-Wide Survey of Wastewater Project

City Manager Folston stated that he would like to have this conversation at the same time Item B is discussed under New Business. The consensus of the Commission was to move this item to New Business.

II. NEW BUSINESS

A. Resolution Number 2016-25, City of Archer Donation to Not for Profits for Affordable Housing.

Attorney Johnson read Resolution Number 2016-25, by title. Resolution Title: A RESOLUTION OF THE CITY OF ARCHER, FLORIDA, DETERMINING AND DECLARING CERTAIN REAL PROPERTY AS SURPLUS LOCATED IN THE CITY OF ARCHER, FLORIDA FOR DONATION TO NOT FOR PROFITS FOR AFFORDABLE HOUSING; AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID PROPERTY IN ACCORDANCE WITH THE CITY'S AFFORDABLE HOUSING SURPLUS PROPERTY POLICY; REPEALING ALL RESOLUTIONS IN CONFLICT, AND ESTABLISHING AN EFFECTIVE DATE.

MOTION

Commissioner White moved to adopt Resolution Number 2016-25.

Commissioner Harris seconded the motion.

PUBLIC COMMENT: Roberta Lopez, Bob Kasicki

MOTION CARRIED: 3-0.

B. Resolution Number 2016-26, Fixing the Tentative Rate of Ad Valorem Taxation for The FY 2016/2017 and the City-Wide Survey of the Wastewater Project. City Manager Folston stated that in the event we do not choose wastewater, we must recognize that there will be a cost to the City either way moving forward. DEP clarified that there is no language in the agreement that says if we do not use the Equigen property for wastewater we have to pay the state back the \$588,000.00, but it does say that the property can only be used for a wastewater treatment plant. If the city decided against wastewater, the property taxes and upkeep would need to be made into perpetuity. The land is appraised at approximately \$250,000.00, leaving \$388,000.00 to pay back if the land was sold. If we do not move forward with the wastewater project, we would need additional revenues to pay BDI and the Equigen Property Debt Service and will need to look at ways to produce revenue or cut from the budget.

City Manager Folston stated that the proposed millage rate is 5.9900 and clarified that this is not unusual as most cities and counties set their proposed millage rates high because it enables them not to re-TRIM. Attorney Johnson read Resolution Number 2016-26, in its entirety. Resolution Title: A RESOLUTION OF THE CITY OF ARCHER, FLORIDA, DETERMINING THE AMOUNT OF AND FIXING THE TENTATIVE RATE OF AD VALOREM TAXATION FOR FISCAL YEAR 2016/2017; DETERMINING THE CURRENT YEAR ROLLED BACK RATE, AND THE DATE, TIME, AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; AUTHORIZING THE CITY MANAGER TO CHANGE THE BUDGET HEARING DATES IF NECESSARY; PROVIDING FOR CONFLICTS AND SEVERABILITY; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

MOTION

Commissioner White moved to accept Resolution 2016-26.

Commissioner Harris seconded the motion.

PUBLIC COMMENT: Laurie Costello, Roberta Lopez, Sue Batey

MOTION CARRIED: 3-0.

The consensus of the Commission was to approve creating a survey to ask citizens if they are for or against wastewater. The Commission will send their recommendations for the survey to City Manager Folston and plan to meet on August 11, 2016, at 4:00 pm to prep for the wastewater focus discussion meeting.

MOTION

Commissioner White moved to approve a Special Commission Meeting for the purpose of a waste water focus discussion and survey meeting on August 15, 2016, at 6:00 pm.

Commissioner Hope seconded the motion.

PUBLIC COMMENT: Roberta Lopez, Sue Batey, Roberta Lopez, Laurie Costello, Bob Kasicki

MOTION CARRIED: 4-0. (Vice Mayor Drawdy was in attendance for the vote)

C. Grants update

City Manager Folston stated that the Dora Robinson Tot Lot grant has a balance of \$3,000.00, but the outstanding items total over that amount and this will need to be addressed. The Dora Robinson Green Fields grant has a balance of \$49,550.00 but the scope of work must be cut back to a financially realistic amount. The Waste Water Treatment for \$750,000.00, has been used with no remaining funds. Holly Hills Water Quality Improvement and Storm Water Mitigation for \$82,700.00, has a pending start date. Suwannee River Water Management toured the Holly Hills retention pond and expressed hopes of seeing the city complete one project successfully.

PUBLIC COMMENT: Laurie Costello, Sue Batey

D. Meeting Security

City Manager Folston clarified that the Commission does not want to contract out security with the Sheriff's Office for any regular or special-called meetings.

MOTION

Commissioner White moved to not have security for the regular meetings or special-called meetings from ASO, if we need them we will call them.

Vice Mayor Drawdy seconded the motion.

PUBLIC COMMENT: None

MOTION CARRIED: 4-0.

E. Revised Archer Community Center Rental Application

City Manager Folston stated that the Archer Community Center Rental application was revised to update the costs and include additional guidelines after Vice Chair Lopez saw various situations occurring at events.

MOTION

Commissioner White moved to approve the revised Archer Community Center Rental Application.

Commissioner Harris seconded the motion.

PUBLIC COMMENT: None

MOTION CARRIED: 4-0.

Commissioner White stated that she submitted a letter to City Manager Folston resigning her position as Liaison for the Archer Community Center Advisory Board, expressing that she could do more for the board as a volunteer.

F. Scope of Work for The Maintenance at The Laurel Hill Cemetery

City Manager Folston presented the scope of work for the maintenance plan and stated that this will need to go out for bid. The scope of work included mowing, weed eating, and edging, chemical weed control, pulling vines and weeds from areas that cannot be sprayed, shrub pruning and removal of debris.

MOTION

Vice Mayor Drawdy moved to accept the Scope of Work Maintenance Plan for the Laurel Hills Cemetery, with amended changes.

Commissioner Harris seconded the motion.

PUBLIC COMMENT: Laurie Costello

MOTION CARRIED: 4-0.

City Manager Folston stated that he wanted to bring the following items to the attention of the Commission:

- The old City vehicle will have a "For Sale" placed on it and the city will take bids.
- Attending the Florida League of Cities Conference on August 17, 2016, with Commissioner Harris.
- Revenues have gone up, the state revenues came in and they have gone up. The City has an excess in revenues of \$50,00.00 in the general fund. The water fund has been balanced and funding has been added to recreation and for the maintenance and professional cleaning of the Community Center.
- The calendar page on the City's website is currently down, but we are working on this.
- The new Public Works shirts will be ready by August and will show the City's logo and the employee name. Use of the older shirts will be discontinued as soon as the new shirts arrive.
- Public Works has mowed the right-of-ways on County Road 346 and part of 241. This will be brought to the attention of the County Manager at an upcoming meeting.
- The Sewer Committee will meet on August 4, 2016, at 6:00 pm, at the Archer Community Center.
- A subcontractor for GRUcom was seen filling his truck water tank from the city's hydrant. GRUcom will be called about reimbursement.
- The tree removal has started at Holly Hills.
- Florida Rural Water will provide a water rate study free of charge.
- Plans are to bring back language for the lease of the Equigen property.
- Verified that the millage rate of 5.9900 is not recommended, we are still under the current millage rate.

III. CITIZEN PARTICIPATION

Roberta Lopez, Vice Chair, ACCAB, outlined recent in-kind donations and repairs. Watson C & D donated 3 yards of red mulch, in-kind value \$179.00. Lowes donated 24 bags of red mulch, in-kind donation \$63.44, O'Steen Brothers will repair the cracked concrete, in-kind value \$500.00. Steve Smith Construction repaired the men's bathroom at a discounted cost of \$275.00. Ms. Lopez recommended composing a thank you letter, on City letterhead, with the approval of the City Manager to be sent to all contributors.

Laurie Costello, Sue Batey, Laurie Costello, Roberta Lopez

IV. ADJOURNMENT

MOTION

Commissioner Hope moved to adjourn the meeting.

Commissioner White seconded the motion.

PUBLIC COMMENT: None

MOTION CARRIED: 4-0 Time:

Vice Mayor Drawdy

City Manager, Zeria K. Folston

5:16 PM

08/04/16

City of Archer - Water Fund
Transaction List by Date
 July 2016

Type	Date	Name	Memo	Account	Split	Amount
Jul 16						
Bill	07/01/2016	Clay Electric Cooperative	15515 SW 170th St	20000 · Acc...	59343...	-29.96
Bill	07/01/2016	Two Fold Water	Professional Services	20000 · Acc...	-SPLIT-	-1,870.00
Bill	07/01/2016	Peebles & Smith, LLC (...)		20000 · Acc...	59331...	-2,000.00
Bill	07/07/2016	Duke Energy was Prog...	Control House	20000 · Acc...	59343...	-190.44
Bill	07/07/2016	Duke Energy was Prog...	Well pump	20000 · Acc...	59343...	-165.76
Bill	07/12/2016	Tricia Martin	Account 596	20000 · Acc...	20500...	-53.95
Bill	07/15/2016	Duke Energy was Prog...	S. Univ Ave	20000 · Acc...	59343...	-141.75
Bill	07/15/2016	Florida Dept. of Environ...		20000 · Acc...	32000...	-2,000.00
Bill	07/17/2016	AT&T	352 M31-6664 501 1989	20000 · Acc...	59343...	-100.36
Bill	07/22/2016	Todd Davis		20000 · Acc...	20500...	-44.95
Bill	07/22/2016	Archer Automotive & Tire	Water trucks	20000 · Acc...	59342...	-226.89
Bill	07/25/2016	U.S. Postmaster	postage for water bills	20000 · Acc...	59351...	-190.00
Bill	07/29/2016	AT&T	352 495-9707 001 1982	20000 · Acc...	59343...	-297.02
Bill	07/29/2016	AT&T	352 M31-2842001 1985	20000 · Acc...	59343...	-590.34
Bill	07/29/2016	Clay Electric Cooperative	15515 SW 170th St	20000 · Acc...	59343...	-30.17
Jul 16						

**City of Archer - General Fund
Transaction List by Date
July 2016**

Type	Date	Num	Name	Account	Split	Amount
Jul 16						
Bill	07/01/2016		Samuel P. Clark	20000 · Acco...	511220 · Retirement	-100.00
Bill	07/01/2016	1093	A & T Services and ...	20000 · Acco...	519460 · Repairs & ...	-1,300.00
Bill	07/01/2016	Inv# 0004907-in	Florida Northern Rai...	20000 · Acco...	-SPLIT-	-1,128.00
Bill	07/01/2016	16-109	Alachua County Pu...	20000 · Acco...	541530 · Street Mai...	-240.00
Bill	07/01/2016	2240704805077 Jun16	Florida Blue	20000 · Acco...	-SPLIT-	-202.44
Bill	07/01/2016	200428	Tri-County Oil Distri...	20000 · Acco...	541523 · Vehicle (F...	-590.65
Bill	07/01/2016	INV 1697	Out in Front Techno...	20000 · Acco...	519320 · IT	-751.75
Bill	07/01/2016	2751876303 6/18/16	Duke Energy was P...	20000 · Acco...	541430 · Utilities - R...	-32.52
Bill	07/01/2016	1985860385 6/18/15	Duke Energy was P...	20000 · Acco...	541430 · Utilities - R...	-12.54
Bill	07/01/2016	2864454260 6/18/16	Duke Energy was P...	20000 · Acco...	561100 · Senior Acti...	-140.02
Bill	07/01/2016	2864598276 6/18/16	Duke Energy was P...	20000 · Acco...	521480 · LPJ Lights	-14.66
Bill	07/01/2016	2865030308 6/18/16	Duke Energy was P...	20000 · Acco...	541430 · Utilities - R...	-2,170.63
Bill	07/01/2016	Drug screening A. N.	Southeastern Integr...	20000 · Acco...	519495 · Other Misc...	-54.00
Bill	07/04/2016	5003187259	Zeno Office Solutions	20000 · Acco...	513530 · Copier/Prin...	-268.32
Bill	07/06/2016	21905	A/C Printing	20000 · Acco...	572520 · Rec Maint...	-387.00
Bill	07/06/2016	42	S. Scott Walker, Esq.	20000 · Acco...	514310 · Legal Fees	-3,500.00
Bill	07/08/2016	1994-DR 431637	Sumter County Fam...	20000 · Acco...	24000 · Payroll Liabi...	-155.66
Bill	07/08/2016	1998 DR 43 1325	Sumter County Fam...	20000 · Acco...	24000 · Payroll Liabi...	-153.14
Bill	07/08/2016	Refund 25%	Belinda Maxwell 2	20000 · Acco...	362200 · Communit...	-100.00
Bill	07/08/2016	6/07/16-7/06/16	Card Center	20000 · Acco...	-SPLIT-	-1,991.45
Bill	07/08/2016	8040008226	Staples Advantage	20000 · Acco...	519510 · Office Sup...	-39.02
Bill	07/08/2016	480383	Strate Welding Sup...	20000 · Acco...	541460 · Vehicle - ...	-13.62
Bill	07/09/2016	7232226502 6/2016	Duke Energy was P...	20000 · Acco...	541430 · Utilities - R...	-208.92
Bill	07/09/2016	4931695040 Jun 2016	Duke Energy was P...	20000 · Acco...	-SPLIT-	-31.59
Bill	07/09/2016	2863446193 6 2016	Duke Energy was P...	20000 · Acco...	513430 · Admin Utili...	-40.47
Bill	07/09/2016	7394720843 Jun 2016	Duke Energy was P...	20000 · Acco...	-SPLIT-	-141.54
Bill	07/10/2016	173068	Sissines	20000 · Acco...	513530 · Copier/Prin...	-71.73
Bill	07/12/2016	101 Lights for sign	Unison Developmen...	20000 · Acco...	541530 · Street Mai...	-750.00
Bill	07/13/2016	40020	Archer Automotive ...	20000 · Acco...	541460 · Vehicle - ...	-90.94
Bill	07/13/2016	139845	Lanes Yardware	20000 · Acco...	541530 · Street Mai...	-102.48
Bill	07/13/2016	142013	Lanes Yardware	20000 · Acco...	541530 · Street Mai...	-163.15
Bill	07/14/2016	Flags for CC	Roberta C. Lopez	20000 · Acco...	519495 · Other Misc...	-74.70
Bill	07/14/2016	Inv 5172	R.E. Arnold Constru...	20000 · Acco...	541460 · Vehicle - ...	-2,200.00
Bill	07/14/2016	Mileage 6-27-2016	Deanna AlltopACH	20000 · Acco...	513460 · Vehicle Ma...	-16.52
Bill	07/15/2016	City of Archer jul	Archer Ace Hardware	20000 · Acco...	-SPLIT-	-453.52
Bill	07/18/2016	493993	Mario's Lawn Care	20000 · Acco...	575510 · Building M...	-150.00
Bill	07/18/2016	46000787 Jun-2016	WEX Bank/Wright ...	20000 · Acco...	-SPLIT-	-739.62
Bill	07/19/2016	CH Stop Payment	Drummond Commu...	20000 · Acco...	519495 · Other Misc...	-36.00

5:18 PM

08/04/16

**City of Archer - General Fund
Transaction List by Date
July 2016**

Type	Date	Num	Name	Account	Split	Amount
Bill	07/19/2016	72353807	Blue Cross Blue Shi...	20000 · Acco...	-SPLIT-	-2,110.64
Bill	07/22/2016	1998 DR 43 1325 7-22	Sumter County Fam...	20000 · Acco...	24000 · Payroll Liabi...	-153.14
Bill	07/22/2016	1994-DR 431637 7-22	Sumter County Fam...	20000 · Acco...	24000 · Payroll Liabi...	-155.66
Bill	07/22/2016	02200dr0284 7-22	State of Florida Disb...	20000 · Acco...	State of Florida	-315.00
Bill	07/25/2016	40164	Archer Automotive ...	20000 · Acco...	541460 · Vehicle - ...	-241.42
Bill	07/26/2016	1277	Hamilton Lock & Sa...	20000 · Acco...	541530 · Street Mai...	-175.00
Bill	07/28/2016	Jul 2016 Petty Cash	Drummond Commu...	20000 · Acco...	513520 · Vehicle (F...	-28.46

Jul 16

ORDINANCE NO. 03-2016

AN ORDINANCE AMENDING PART II, CHAPTER 2, ARTICLE IV, OF THE CODE OF ORDINANCES OF THE CITY OF ARCHER ENTITLED PURCHASING, PREVIOUSLY AMENDED BY ORDINANCE NO. 16-2008; REQUIRING WRITTEN CONTRACTS FOR PROFESSIONAL SERVICES TO BE RATIFIED BY THE CITY COMMISSION AND REDUCING THE REQUIRED NUMBER OF QUOTATIONS FROM FIVE TO THREE FOR PURCHASES BETWEEN \$2,500.00 AND \$7,500.00; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION

WHEREAS, Part II, Chapter 2, Article IV of the Code of Ordinances of the City of Archer regulates purchasing in the City of Archer; and

WHEREAS, the City Commission previously amended this section via Ordinance 16-2008; and

WHEREAS, Part II, Chapter 2, Article IV of the Code of Ordinances of the City of Archer does not require professional services agreement to be in writing and approved by the City Commission; and

WHEREAS, the City desires to establish a procedure to ensure all agreements for professional services are written and approved by the City Commission; and

WHEREAS, Part II, Chapter 2, Article IV, Section 2-80 requires for purchases between \$2,500.00 and \$7,500.00, the City manager shall submit five (5) quotations to the City Commission; and

WHEREAS, the City has had difficulty procuring such quotations and desires to reduce the requirements to three (3) quotes; and

WHEREAS, after proper notice and public hearing, the City Commission has determined it is in the best interest of the City of Archer to revise the Code of Ordinances of the City of Archer to include such a provision.

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

Section 1: Part II, Chapter 2, Article IV, Section 2 of the Code of Ordinances of the City of Archer, entitled "Purchasing" is hereby amended to read as follows (words ~~struck through~~ have been deleted and words underlined have been added):

ARTICLE IV. – PURCHASING

Sec. 2-77. - City manager as authority.

The city manager shall be the purchasing authority for all purchases made by the city.

Sec. 2-78. - Report required for purchases not exceeding \$2,500.00.

Small expenditures, not exceeding \$2,500.00, may be made from the city treasury for labor, materials, supplies, etc., by the city manager without prior approval thereof by the city commission. When such purchases are made by the city manager, he shall report all such purchases to the city commission at the next regularly scheduled meeting for their confirmation.

Sec. 2-79. - Approval of commission required for purchases over \$2,500.00.

Every contract for or purchase of supplies, materials, equipment, or of contractual services for more than \$2,500.00 shall require the prior approval of the city commission before the same are purchased.

Sec. 2-80. - Procedure for purchases between \$2,500.00 and \$7,500.00.

Before any purchase of, or contract for supplies, materials, equipment, or contractual services is made for items which the city manager believes will cost between \$2,500.00 and \$7,500.00, the city manager shall submit to at least ~~five~~ three persons dealing in and able to supply the same, or to a smaller number if there are not ~~five~~ three dealing in and able to provide the same, a request for quotations (or invitations to bid) and specifications, to give them an opportunity to bid. These bids shall be examined by the city commission at its next regularly scheduled meeting and the city commission may reject any and all bids, and again may submit, to same or to other persons, the request for quotations (or invitations to bid). The purchases shall be made from the bidder whose bid is most advantageous to the city, considering the price, quality, date of delivery, and other pertinent factors; and, in the event of tie bids, purchase may be made from one of those tying or the purchase may be divided among those tying, always accepting the bid or bids most advantageous to the city. All factors being equal, preference shall be given to products manufactured or produced in the city, then within the county, and then within the state.

Sec. 2-81. - Procedure for purchases over \$7,500.00.

Before any purchase of or contract for supplies, materials, equipment, or contractual services is made, when the city manager believes the items to be purchased will cost more than \$7,500.00, then and in that event, the city manager shall cause to be advertised in a newspaper of local circulation that the city will receive bids upon the specific purchase. Such advertisement shall be published two weeks prior to the commission meeting where the bids will be examined by the city commission. Such advertisement shall state in general terms the items to be bid upon and provide that specifications and bid sheets may be obtained at the city hall and such advertisement shall also state when all bids shall be received. The city commission shall examine all bids at the commission meeting designated in the advertisement and may reject any and all bids, and again require the city manager to publish a request for bids and or the city commission may seek out and obtain a more favorable bid than those received in response to the advertisement without having to require advertisement again. Purchases shall be made from the bidder whose bid is most advantageous to the city, considering price, quality, date of delivery and other pertinent factors; and, in the event of tie bids, purchase may be made from one of those tying or the purchase may be divided among those tying, always accepting the bid or bids most advantageous to the city. All factors being equal, preference shall be given to the product manufactured or produced within the city, then within the county, then within the state.

Sec. 2-82. - Waiver of bidding requirements for purchases under state contract system.

The city commission may waive all bidding requirements of sections 2-80 and 2-81 for the purpose of purchasing pursuant to the "state contract" system of the State of Florida which has established purchase prices for the State of Florida and its agencies.

Sec. 2-83. - Waiver of bidding requirements for emergency situations.

The city commission may waive all bidding requirements of sections 2-80 and 2-81 upon recommendation of the city manager, upon determination of an emergency situation requiring waiver of the ordinance requirements, and upon four-fifths vote of the city commission.

Sec. 2-84. - Purchases of labor, materials, supplies, etc., through another governmental agency of the state; requirements.

Purchases through state agencies, counties, or other municipalities of the state (hereinafter referred to as agencies) may be undertaken by the city upon approval of the city commission after finding:

- (1) That the other agency has let bids through a process that ensures a fair opportunity to responsible suppliers to provide labor, material, supplies, etc.;
- (2) That the other agency has selected the lowest responsible bidder; and
- (3) That the city commission has reason to believe that the bid accepted by the other agency is lower than, or as low as, the city could expect to receive if it were to let bids through its own bidding process.

Sec. 2-85 Written Contractual Agreements.

Prior to entering into a contract for professional services, the city manager shall submit a written contract to the city commission for approval. Said written contract should embody all provisions and conditions of the procurement, including, but not limited to the nature of the contract, compensation for the contract, the services to be performed, public records provision, termination, and that the contract must be ratified by the city commission.

Section 2: EFFECTIVE DATE. This Ordinance shall take effect upon its passage at second and final reading.

Section 3: INCLUSION IN THE CODE, SCRIVENER'S ERROR. It is the intention of the City Commission of the City of Archer, Florida, and it is hereby provided that the provisions of this Ordinance shall become and made part of the Code of Ordinances of the City of Archer, Florida; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Manager or designee without public hearing, by filing a corrected or re-codified copy of the same with the City.

Section 4: CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the material adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

First reading was held on the _____ day of _____ 2016.

DONE THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a regular meeting, this _____ day of _____, 2016.

Attest:

CITY COMMISSION OF THE
CITY OF ARCHER, FLORIDA

Zeriah K. Folston, MPA City Manager

Corey Harris, Mayor

Approved as to legal form and content:

Courtney W. Johnson, Assistant City Attorney

RESOLUTION NUMBER: 2016-27

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA, APPROVING THE AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT BETWEEN THE CITY OF ARCHER AND THE FLORIDA DEPARTMENT OF TRANSPORTATION PREVIOUSLY ENTERED INTO, PROVIDING FOR MAINTENANCE AND OPERATION OF INTERSECTION CONTROL BEACONS AND PROVIDING FOR PAYMENT TO THE CITY OF ARCHER FOR MAINTENANCE AND OPERATION OF INTERSECTION CONTROL BEACONS; AUTHORIZING THE APPROPRIATE CITY STAFF AND OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING THAT THE CITY OF ARCHER WILL ACCEPT THE RESPONSIBILITIES OUTLINED IN THE ATTACHED AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Archer desires to undertake certain maintenance and operational responsibilities for specified traffic signals on the State Highway System and the Department;

WHEREAS, the City Commission has determined the responsibilities of the City of Archer articulated in the Agreement are acceptable; and

WHEREAS, the Department and the City previously entered into a Traffic Signal Maintenance and Compensation Agreement which provides payment to the City for traffic signal maintenance, for certain intersection control beacons on the State Highway System, which are located in the City of Archer; and

WHEREAS, the parties desire to execute an Amendment to the Traffic Signal Maintenance and Compensation Agreement modifying the terms and conditions of the existing Agreement; and

WHEREAS, it is in the best interest of the City of Archer to execute the Amendment to the Traffic Signal Maintenance and Compensation Agreement.

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

SECTION ONE: By affirmative vote of the City Commission, the City Manager is hereby authorized to execute the Amendment to the Traffic Signal Maintenance and Compensation Agreement between the City of Archer and the Department of Transportation, and the City Manager is authorized to execute any and all documents necessary to effectuate the same.

SECTION TWO: The City of Archer will accept and adhere to the responsibilities concerning the City of Archer outlined in the attached Amendment to the Traffic Operations

Signal Maintenance and Compensation Agreement. Attached hereto as **Exhibit A**.

SECTION THREE: 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 valid or unconstitutional provisions or application, and to this end the provisions of this Resolution are declared severable.

SECTION FOUR: All resolutions to the extent of conflict are hereby repealed.

SECTION FIVE: This Resolution shall take effect immediately upon adoption.

This Resolution adopted this 8th day of August, 2016 after motion, second and majority vote favoring same.

ATTEST:

Zeriah K. Folston, MPA, City Manager

By: _____
Corey Harris, Mayor

Approved as to form and legal sufficiency:

Courtney W. Johnson, Assistant City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARV06
FINANCIAL PROJECT NO. 41351718821
F.E.I.D. NO. F596002500008
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Archer, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)

By

(Authorized Signature)

Print/Type Name: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By

(Authorized Signature)

Print/Type Name: Jerry Ausher

Title: District Traffic Operations Engineer

Legal Review: _____

Attorney: _____ Date: _____

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARV06
FINANCIAL PROJECT NO. 41351718821
F.E.I.D. NO. F596002500008

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:
 - (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
 - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
 - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

ATTACHMENT 1**SEED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND
COMPENSATION AGREEMENT****Reimbursement for Maintenance and Operation****Exhibit A**

Traffic Signals and Devices for FY								
_____ to								
City of Archer								
Signal - Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)	
	\$626						\$626	
							\$3,131	
Total Lump Sum Amount*							\$3,757.00	

Lump Sum (*minus any retainage or forfeiture*).

Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any

Date_____
District Traffic Operations Engineer_____
Date

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT****EXHIBIT C****Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices**

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date

RESOLUTION NUMBER: 2016-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA, AUTHORIZING THE CITY MANAGER TO OPEN A NEW BANK ACCOUNT AT DRUMMOND BANK FOR THE PURPOSE OF SERVING THE REPAYMENT OF A LOAN TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION INCURRED IN FURTHERANCE OF WASTEWATER IN THE CITY; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Archer previously incurred debt in furtherance of the City's plan to institute a City wastewater system; and

WHEREAS, the City executed a loan agreement on December 21, 2015, with the the Department of Environmental Protection; and

WHEREAS, the City current owes the State Revolving Fund \$225,000.00 which is accruing interest at a rate of 2.64%, and the City must begin to repay State Revolving Fund commencing January 15, 2017; and

WHEREAS, the City will begin making semiannual payments in the amount of \$9,549.00, and continue such payments for a period of twenty (20) years; and

WHEREAS, the loan agreement requires the City deposit funds in a separate bank account; and

WHEREAS, the City desires to open a new checking account at Drummond Bank to service this debt; and

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

SECTION ONE: Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

SECTION TWO: The City Commission authorizes the City Manager to open a new checking account at Drummond Bank to be used solely to service the debt repayment to the Department of Environmental Protection.

SECTION THREE: The signatories on the account shall be the same as all other municipal bank accounts pursuant to Resolution 2016-05 adopted March 14, 2016.

SECTION FOUR: If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

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

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

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 _____, day of August, 2016.

ATTEST:

Zeriah K. Folston, MPA, City Manager

Corey Harris, Mayor

Approved as to form and legal sufficiency:

Courtney W. Johnson, Assistant City Attorney

RESOLUTION NUMBER: 2016-29

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE CORRESPONDENCE ON BEHALF OF THE CITY TO THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE COUNTY'S PROPOSED STORMWATER TREATMENT ORDINANCE; DIRECTING THE CITY MANAGER TO SEND THE CORRESPONDENCE TO THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS; AND REPEALING ALL RESOLUTIONS IN CONFLICT.

WHEREAS, the Alachua County Board of County Commissioners is considering adopting an ordinance establishing a stormwater treatment manual; and

WHEREAS, a stormwater treatment manual that applies to the municipalities would affect the City of Archer; and

WHEREAS, the City and other local municipalities desires more information on the issues and implications of this proposed ordinance; and

WHEREAS, the City Commission of the City of Archer would request a financial impact study on the proposed ordinance; and

WHEREAS, the City Commission of the City of Archer, Florida, desires to authorize the Mayor to execute the attached correspondence, attached hereto as **Exhibit A**, to be sent to the Board of County Commissioners requesting further information on behalf of the municipalities located in Alachua County; and

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

SECTION ONE: The City Commission authorizes the Mayor to execute the attached correspondence prepared for the municipalities located in Alachua County, attached hereto as **Exhibit A** requesting the County provide specific information regarding the proposed stormwater ordinance to the municipalities.

SECTION TWO: Upon execution, the City Manager is authorized and directed to forward the correspondence to the Alachua County Board of County Commissioners.

SECTION THREE: The City Commission does not have sufficient information to evaluate the ordinance and further study and deliberation is required.

SECTION FOUR: Existing resolutions in conflict are hereby repealed to the extent of such conflict.

This Resolution adopted this 8th day of August, 2016 after motion, second and majority vote favoring same.

ATTEST:
NAME

Zeriah K. Folston, MPA, City Manager

By: _____
Corey Harris, Mayor

Approved as to form and legal sufficiency:

Courtney W. Johnson, Assistant City Attorney

August 2, 2016

Honorable Robert "Hutch" Hutchinson
Chair, Alachua County Commission
Board of County Commissioners
P.O. Box 2877
Gainesville, FL 32602-2877
RE: Alachua County Stormwater Treatment Ordinance

Dear Commissioner Hutchinson:

This correspondence is prepared on behalf of the municipalities in Alachua County: Alachua, Archer, Gainesville, Hawthorne, High Springs, LaCrosse, Newberry, Micanopy, and Waldo, in response to the County's proposed stormwater treatment manual. All parties involved are concerned with water quality and stormwater in this area, but want to have fully researched the issues and implications of the County's proposed ordinance for the present and the future.

The undersigned municipalities have concerns regarding the financial impact the stormwater ordinance will have on the municipalities. These financial concerns are compounded by concerns regarding the efficacy of the proposed manual. The municipalities would therefore, request the County provide the municipalities with more information to allow for more meaningful discussions on the merits of the proposal.

The undersigned municipalities request Alachua County Commission to direct County staff to provide the following information to the County Commission and the municipalities of the County:

1. Financial impact study on the proposed manual to include:
 - a. Specific study on development and redevelopment in the County;
 - b. Specific impact on affordable housing in Alachua County;
 - c. Land set aside costs; and
 - d. Specific study on future maintenance costs associated with the proposed manual
2. Any case studies commissioned by the County regarding the stormwater ordinance, or similar case studies by other governments or entities showing feasibility and efficacy of the stormwater regulations.

Thank you in advance for your consideration of the above request.

Very truly yours,

City of Alachua: Gib Coerper, Mayor

City of Archer: Corey Harris, Mayor

City of Gainesville: Lauren Poe, Mayor

City of Hawthorne: Matthew Surrency, Mayor

City of High Springs: Byran Williams, Mayor

City of LaCrosse: Dianne Dubberly, Mayor

City of Micanopy: Virginia Mance, Mayor

City of Newberry: William Conrad, Mayor

City of Waldo: Louie Davis, Mayor

THE CITY OF ARCHER, FLORIDA

RESOLUTION NO. 2010-08
BEFORE THE CITY COMMISSION

A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF ARCHER SETTING A CREDIT CARD FEE
SCHEDULE.

WHEREAS, the City Commission determined that the addition of credit card payments for fees charged by the City is a convenience for its citizens; and

WHEREAS, there are certain charges associated with the use of credit card payments that cause additional expenses to the City; and

WHEREAS, a study was conducted concluding that the following Credit Card Fee Schedule is required to meet the additional expense.

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

The fee for the use of credit cards to pay City charges shall be set at \$2.00 or two percent (2%) of the associated transaction, whichever is greater.

This Credit Card Fee Schedule shall become effective immediately upon passage.

This Resolution is passed this 27 day of September 2010.


Roberta Lopez, Mayor

(SEAL)

ATTEST:


John Glanzer, City Manager

Approved as to Form


Allan H. Kaye, City Attorney

RESOLUTION NUMBER: 2016-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA, ADOPTING AMENDMENTS TO THE FISCAL YEAR 2015-2016 BUDGET THAT WAS PREVIOUSLY REVISED ON MAY 16, 2016, VIA RESOLUTION 2016-09, AND AGAIN ON JUNE 13, 2016 VIA RESOLUTION 2016-16, AND AGAIN ON JULY 11, 2016 VIA RESOLUTION 2016-22; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, after studies of the proposed budget of the City of Archer, for the fiscal year beginning on October 1, 2015, and ending September 30, 2016, the City Commission did, by motion, approve and adopt the budget for said fiscal year, by Resolution 2015-16; and

WHEREAS, the City of Archer, must adopt amendments to the budget; and

WHEREAS, Section 166.241(2), Florida Statutes, requires that appropriations for said fiscal year be made for all expenditures and that appropriations not exceed revenues; and

WHEREAS, Section 166.241(4)(c), Florida Statutes requires that the budget amendment must be adopted in the same manner as the original budget, unless otherwise specified in the municipality's charter; and

WHEREAS, Section 166.241(5), Florida Statutes requires that if the governing body amends the budget pursuant to paragraph (4)(c) the adopted amendment must be posted on the official website within five (5) days of adoption; and

WHEREAS, the City Commission previously amended the budget for Fiscal Year 2015-2016 via Resolution 2016-09 on May 16, 2016, and again on June 13, 2016, via Resolution 2016-16 and again on July 11, 2016 via Resolution 2016-22; and

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

SECTION ONE: Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

SECTION TWO: The City’s adopted budget for the Fiscal Year beginning October 1, 2015, and ending September 30, 2016, and amended on May 16, 2009, via Resolution 2016-09, and June 13, 2016, via Resolution 2016-16 and July 11, 2016, via Resolution 2016-22, is hereby amended as set forth in **Exhibit A**, attached hereto and expressly made a part hereof.

SECTION THREE: This Resolution shall be posted on the City’s website within five (5) days of adoption.

SECTION FOUR: If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

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

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

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 _____, day of August, 2016.

ATTEST:

Zeriah Folston, City Manager

Corey Harris, Mayor

Approved as to form and legal sufficiency:

Courtney W. Johnson, Assistant City Attorney

5:02 PM

08/04/16

Accrual Basis

City of Archer - General Fund
Profit & Loss Budget vs. Actual
 October 2015 through September 2016

Ordinary Income/Expense	Oct '15 - Se...	Budget	\$ Over Bud...	% of Budget
Income				
310000 · General Government Taxes				
311000 · Ad Valorem Tax	177,390.38	177,390.38	0.00	100.0%
312400 · Local Option Gas Tax	54,649.03	58,000.00	-3,350.97	94.2%
312410 · New Local Option Gas Tax	39,678.49	41,379.98	-1,701.49	95.9%
313100 · Franchise Fees - Elec.	38,773.57	41,200.00	-2,426.43	94.1%
314100 · Utility Service Tax Electricity	62,350.52	72,000.00	-9,649.48	86.6%
314300 · Utility Service Tax - Water	13,706.56	14,100.00	-393.44	97.2%
314800 · Utility Service Tax - Propane	3,148.12	4,000.00	-851.88	78.7%
315000 · Communications Service Tax (202	22,438.87	22,438.87	0.00	100.0%
321100 · Occupational Licenses	1,609.50	2,000.00	-390.50	80.5%
322100 · Building/ZV Permits	550.00	600.00	-50.00	91.7%
Total 310000 · General Government Taxes	414,295.04	433,109.23	-18,814.19	95.7%
334000 · State Grants				
334100 · State Grant - Tot Lot	0.00	50,000.00	-50,000.00	0.0%
Total 334000 · State Grants	0.00	50,000.00	-50,000.00	0.0%
335000 · State Shared				
335120 · State Revenue Sharing-Proceeds	47,704.94	56,650.00	-8,945.06	84.2%
335140 · Mobile Home Licenses	1,333.37	1,333.37	0.00	100.0%
335150 · Alcoholic Beverage Licenses	867.01	870.00	-2.99	99.7%
335180 · Local Gov Half-Cent Sales Tax	55,090.54	62,000.00	-6,909.46	88.9%
Total 335000 · State Shared	104,995.86	120,853.37	-15,857.51	86.9%
335900 · FDOT Lighting Agreement	3,648.00	13,726.23	-10,078.23	26.6%
340000 · Charges for Services				
341900 · Lien Search Fee	140.00	180.00	-40.00	77.8%
341910 · Laurel Hill Cemetery	0.00	1,000.00	-1,000.00	0.0%
Total 340000 · Charges for Services	140.00	1,180.00	-1,040.00	11.9%
343200 · Transfer Outs to The Water Fund				
343300 · Water Billings	19.02	0.00	19.02	100.0%

City of Archer - General Fund
Profit & Loss Budget vs. Actual
 October 2015 through September 2016

	Oct '15 - Se...	Budget	\$ Over Bud...	% of Budget
343400 · Solid Waste	34.98	0.00	34.98	100.0%
Total 343200 · Transfer Outs to The Water Fund	54.00	0.00	54.00	100.0%
343800 · City Hall Remediation	9,748.48	9,748.48	0.00	100.0%
350000 · Judgements,Fines & Forfeits	6,521.63	6,600.00	-78.37	98.8%
354000 · Code and Ordinance Violations	0.00	500.00	-500.00	0.0%
360000 · Interest and Other Earnings	750.78	880.00	-129.22	85.3%
362000 · Rents and Royalties				
362200 · Community Center Rental Fees				
362300 · Archer Youth Activities	1,668.41	1,668.41	0.00	100.0%
362200 · Community Center Rental Fees - Other	7,868.50	7,700.00	168.50	102.2%
Total 362200 · Community Center Rental Fees	9,536.91	9,368.41	168.50	101.8%
362220 · Other City Facilities	365.00	600.00	-235.00	60.8%
Total 362000 · Rents and Royalties	9,901.91	9,968.41	-66.50	99.3%
366911 · Recreation - Sponsors	0.00	1,000.00	-1,000.00	0.0%
366913 · Recreation Contributions/Other	0.00	550.67	-550.67	0.0%
366914 · Recreation - Concessions	0.00	200.00	-200.00	0.0%
366915 · Recreation - Fundraisers	25.00	200.00	-175.00	12.5%
369900 · Other Misc. Revenue	1,366.24	1,366.24	0.00	100.0%
369920 · Inter Local - Fire Station	34,255.48	34,255.48	0.00	100.0%
Total Income	585,702.42	684,138.11	-98,435.69	85.6%
Gross Profit	585,702.42	684,138.11	-98,435.69	85.6%
Expense				
510000 · Expenses				
511000 · Legislative				
511110 · Commission Salaries	10,800.00	12,000.00	-1,200.00	90.0%
511210 · Payroll Taxes FICA/Med	841.50	918.00	-76.50	91.7%
511220 · Retirement	1,000.00	4,200.00	-3,200.00	23.8%
511340 · Election Expense	1,855.55	1,855.55	0.00	100.0%
511400 · Travel	2,109.25	3,000.00	-890.75	70.3%

City of Archer - General Fund
Profit & Loss Budget vs. Actual
October 2015 through September 2016

	Oct '15 - Se...	Budget	\$ Over Bud...	% of Budget
511500 · Memberships/Subscriptions	739.00	750.00	-11.00	98.5%
Total 511000 · Legislative	17,345.30	22,723.55	-5,378.25	76.3%
512000 · Executive				
512110 · City Manager	66,103.86	75,000.00	-8,896.14	88.1%
512210 · Payroll Expenses	4,906.62	7,000.00	-2,093.38	70.1%
512220 · Retirement Contributions	0.00	7,000.00	-7,000.00	0.0%
512230 · Insurance - Health Dental & Lif	1,623.82	6,000.00	-4,376.18	27.1%
Total 512000 · Executive	72,634.30	95,000.00	-22,365.70	76.5%
513000 · Financial & Administration				
513120 · Administration Salaries	67,291.79	73,840.00	-6,548.21	91.1%
513210 · Payroll Expenses	5,180.30	5,700.00	-519.70	90.9%
513220 · Retirement	0.00	3,700.00	-3,700.00	0.0%
513230 · Insurance-Health/Dental/Life	8,118.26	21,700.00	-13,581.74	37.4%
513235 · Unemployment Compensation	0.00	1,000.00	-1,000.00	0.0%
513240 · Insurance W/Comp	1,493.43	1,493.43	0.00	100.0%
513310 · Minutes Recorder	3,020.00	3,500.00	-480.00	86.3%
513320 · Audit	12,009.00	12,009.00	0.00	100.0%
513400 · Travel	2,746.69	3,800.00	-1,053.31	72.3%
513430 · Admin Utilities	7,408.67	11,000.00	-3,591.33	67.4%
513441 · Office Equipment	2,830.78	3,200.00	-369.22	88.5%
513450 · Insurance/Financial & Admin	1,636.05	1,636.05	0.00	100.0%
513460 · Vehicle Maint/Expense	141.52	1,000.00	-858.48	14.2%
513490 · Legal Advertising	2,967.79	4,000.00	-1,032.21	74.2%
513491 · Codes Enforcement	35.40	35.40	0.00	100.0%
513495 · Postage	234.79	300.08	-65.29	78.2%
513510 · Admin Office	14,637.65	16,500.00	-1,862.35	88.7%
513520 · Vehicle (Fuel & Oil)	490.48	1,000.00	-509.52	49.0%
513530 · Copier/Printing	1,083.21	1,500.00	-416.79	72.2%
513540 · Memberships/Subscriptions	436.04	1,100.00	-663.96	39.6%
513641 · Capital Outlay/Equipment \$1000+	2,180.14	3,200.00	-1,019.86	68.1%
Total 513000 · Financial & Administration	133,941.99	171,213.96	-37,271.97	78.2%

5:02 PM

08/04/16

Accrual Basis

City of Archer - General Fund
Profit & Loss Budget vs. Actual
 October 2015 through September 2016

	Oct '15 - Se...	Budget	\$ Over Bud...	% of Budget
514310 · Legal Fees	36,489.70	46,000.00	-9,510.30	79.3%
515310 · Comprehensive Planning Costs	6,000.00	7,000.00	-1,000.00	85.7%
515490 · Planning & Zoning Board	0.00	500.00	-500.00	0.0%
519000 · Other General Government Serv				
519310 · Professional Services	4,172.00	4,900.00	-728.00	85.1%
519320 · IT	9,493.24	10,250.00	-756.76	92.6%
519340 · Admin Cleaning Services	200.00	1,000.00	-800.00	20.0%
519450 · Insurance	4,480.34	4,500.00	-19.66	99.6%
519460 · Repairs & Maintenance	7,184.40	7,663.00	-478.60	93.8%
519495 · Other Misc Expense	1,378.88	1,500.00	-121.12	91.9%
519510 · Office Supplies	4,037.09	4,714.60	-677.51	85.6%
519641 · Capital Outlay/Equipment \$1000+	0.00	1,500.00	-1,500.00	0.0%
519642 · City Hall Remediation	0.00	14,784.00	-14,784.00	0.0%
Total 519000 · Other General Government Serv	30,945.95	50,811.60	-19,865.65	60.9%
521000 · Public Safety				
521340 · Alachua Co. Sheriff's Dept	1,059.40	2,200.00	-1,140.60	48.2%
521480 · LPJ Lights	133.65	150.00	-16.35	89.1%
Total 521000 · Public Safety	1,193.05	2,350.00	-1,156.95	50.8%
522000 · Fire Station				
522230 · Fire Station Utilities	542.16	556.93	-14.77	97.3%
522701 · Debt Service - Interest	5,814.14	8,000.00	-2,185.86	72.7%
522702 · Debt Service - Principal	22,723.76	26,255.47	-3,531.71	86.5%
Total 522000 · Fire Station	29,080.06	34,812.40	-5,732.34	83.5%
Total 510000 · Expenses	327,630.35	430,411.51	-102,781.16	76.1%
533000 · Cemetery - Maintenance				
533110 · Cemetery - Water	3,616.16	3,950.00	-333.84	91.5%
533200 · Cemetery - Tree Removal	1,500.00	1,500.00	0.00	100.0%
533000 · Cemetery - Maintenance - Other	29.99	50.00	-20.01	60.0%
Total 533000 · Cemetery - Maintenance	5,146.15	5,500.00	-353.85	93.6%
541000 · Street Expenses				

5:02 PM

08/04/16

Accrual Basis

City of Archer - General Fund
Profit & Loss Budget vs. Actual
 October 2015 through September 2016

	Oct '15 - Se...	Budget	\$ Over Bud...	% of Budget
541120 · Street Salaries	40,539.95	44,280.00	-3,740.05	91.6%
541210 · Payroll Expenses	3,037.93	3,388.00	-350.07	89.7%
541220 · Retirement 5%	1,261.82	2,214.00	-952.18	57.0%
541230 · Health - Dental - Life	4,021.83	5,212.00	-1,190.17	77.2%
541240 · Insurance W/Comp	1,493.43	1,493.43	0.00	100.0%
541311 · Tree Removal	1,700.00	3,500.00	-1,800.00	48.6%
541340 · FDOT - Signal Maintenance	1,128.00	2,000.00	-872.00	56.4%
541430 · Utilities - Roads & Streets	25,101.55	35,500.00	-10,398.45	70.7%
541450 · Insurance-Road & Street Facilit	2,844.29	2,844.29	0.00	100.0%
541460 · Vehicle - Expenses	4,029.80	4,100.00	-70.20	98.3%
541520 · Small Tools	666.29	1,000.00	-333.71	66.6%
541521 · Uniforms	763.46	800.00	-36.54	95.4%
541523 · Vehicle (Fuel - Oil)	4,281.48	4,700.00	-418.52	91.1%
541524 · GIS Software	325.00	325.00	0.00	100.0%
541530 · Street Maintenance	9,911.96	25,700.00	-15,788.04	38.6%
541532 · Training	0.00	250.00	-250.00	0.0%
541641 · Capital Outlay/Equipment \$1000+	0.00	4,000.00	-4,000.00	0.0%
Total 541000 · Street Expenses	101,106.79	141,306.72	-40,199.93	71.6%
560822 · Grants & Aids - Tot Lot	41,233.00	50,000.00	-8,767.00	82.5%
561000 · Senior Activity Center Expense				
561100 · Senior Activity Center Utilitie	415.35	1,660.08	-1,244.73	25.0%
561000 · Senior Activity Center Expense - Other	849.00	1,188.92	-339.92	71.4%
Total 561000 · Senior Activity Center Expense	1,264.35	2,849.00	-1,584.65	44.4%
570000 · Recreation Expense				
572120 · Recreation Salaries	7,680.00	8,480.00	-800.00	90.6%
572240 · Insurance-W/Comp	1,493.45	1,493.45	0.00	100.0%
572430 · Utilities	4,465.22	5,000.00	-534.78	89.3%
572450 · Insurance	2,240.17	2,240.17	0.00	100.0%
572460 · Recreation Equipment	0.00	3,000.00	-3,000.00	0.0%
572470 · Recreational Programming	0.00	4,000.00	-4,000.00	0.0%
572495 · Misc/Trophies	0.00	700.00	-700.00	0.0%
572520 · Rec Maintenance/Supplies	4,300.43	5,000.00	-699.57	86.0%
572523 · Vehicle(Fuel & Oil)	34.04	558.45	-524.41	6.1%
572540 · Dues - Fees - Travel	220.00	300.00	-80.00	73.3%

5:02 PM

08/04/16

Accrual Basis

City of Archer - General Fund
Profit & Loss Budget vs. Actual
 October 2015 through September 2016

	Oct '15 - Se...	Budget	\$ Over Bud...	% of Budget
572541 · Concession Supplies	103.99	600.00	-496.01	17.3%
572542 · Recreation Fundraising Expense	0.00	300.00	-300.00	0.0%
572650 · Recreation Capital Outlay	0.00	1,000.00	-1,000.00	0.0%
570000 · Recreation Expense - Other	0.00	500.00	-500.00	0.0%
Total 570000 · Recreation Expense	20,537.30	33,172.07	-12,634.77	61.9%
575000 · Community Center Expenses				
575100 · Utilities/ Phones/ Alarms	7,994.35	9,758.64	-1,764.29	81.9%
575200 · Insurance	2,240.17	2,240.17	0.00	100.0%
575510 · Building Maint. Expenses	8,255.65	8,500.00	-244.35	97.1%
575520 · Community Center Expenses Other	209.56	400.00	-190.44	52.4%
Total 575000 · Community Center Expenses	18,699.73	20,898.81	-2,199.08	89.5%
66900 · Reconciliation Discrepancies	-0.19			
Total Expense	515,617.48	684,138.11	-168,520.63	75.4%
Net Ordinary Income	70,084.94	0.00	70,084.94	100.0%
Net Income	70,084.94	0.00	70,084.94	100.0%

RESOLUTION NUMBER: 2016-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA, ADOPTING AMENDMENTS TO THE FISCAL YEAR 2015-2016 WATER FUND BUDGET THAT WAS PREVIOUSLY REVISED ON JUNE 13, 2016, VIA RESOLUTION 2016-17, AND AGAIN ON JULY 11, 2016, VIA RESOLUTION 2016-23; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, after studies of the proposed budget of the City of Archer, for the fiscal year beginning on October 1, 2015, and ending September 30, 2016, the City Commission did, by motion, approve and adopt the budget for said fiscal year, by Resolution 2015-16; and

WHEREAS, the City of Archer, must adopt amendments to the budget; and

WHEREAS, Section 166.241(2), Florida Statutes, requires that appropriations for said fiscal year be made for all expenditures and that appropriations not exceed revenues; and

WHEREAS, Section 166.241(4)(c), Florida Statutes requires that the budget amendment must be adopted in the same manner as the original budget, unless otherwise specified in the municipality's charter; and

WHEREAS, the City Commission previously adopted Resolution 2016-17 amending the Water Fund Budget for Fiscal Year 2015-2016, and again on July 11, 2016 via Resolution 2016-23; and

WHEREAS, the City Commission has determined additional amendments are necessary to the Fiscal Year 2015-2016 Budget for the Water Fund; and

WHEREAS, Section 166.241(5), Florida Statutes requires that if the governing body amends the budget pursuant to paragraph (4)(c) the adopted amendment must be posted on the official website within five (5) days of adoption.

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

SECTION ONE: Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

SECTION TWO: The City’s adopted Water Fund budget for the Fiscal Year beginning October 1, 2015, and ending September 30, 2016, and modified on June 13, 2016, via Resolution 2016-17, and on July 11, 2016, via Resolution 2016-23, and is hereby amended as set forth in **Exhibit A**, attached hereto and expressly made a part hereof.

SECTION THREE: This Resolution shall be posted on the City’s website within five (5) days of adoption.

SECTION FOUR: If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

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

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

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 _____, day of August, 2016.

ATTEST:

Zeriah K. Folston, MPA, City Manager

Corey Harris, Mayor

Approved as to form and legal sufficiency:

Courtney W. Johnson, Assistant City Attorney

City of Archer - Water Fund
Profit & Loss Budget vs. Actual
October 2015 through September 2016

	Oct '15 - Se...	Budget	\$ Over Bud...	% of Budget
Ordinary Income/Expense				
Income				
340000 · Service Charges				
343300 · Water Billings	177,517.56	173,615.00	3,902.56	102.2%
343350 · Cut-ons and Connections	5,855.30	7,000.00	-1,144.70	83.6%
343360 · Penalties	3,463.72	4,000.00	-536.28	86.6%
343400 · Solid Waste	129,953.98	154,000.00	-24,046.02	84.4%
Total 340000 · Service Charges	311,772.01	338,615.00	-26,842.99	92.1%
Total Income	309,772.01	338,615.00	-28,842.99	91.5%
Gross Profit	309,772.01	338,615.00	-28,842.99	91.5%
Expense				
66900 · Reconciliation Discrepancies	-197.31	0.00	-197.31	100.0%
510000 · Expenses				
520000 · Property Tax - Equigen Site	2,784.25	2,784.25	0.00	100.0%
520100 · Permits	90.00	90.00	0.00	100.0%
Total 510000 · Expenses	2,874.25	2,874.25	0.00	100.0%
513510 · EMPS Credit Card Machine	1,950.19	2,500.00	-549.81	78.0%
581001 · Transfer to Gen Fund	-567.50	0.00	-567.50	100.0%
590000 · Water Fund Expense				
593524 · GIS Software	325.00	325.00	0.00	100.0%
593200 · Water Fund Salaries	42,710.02	55,000.00	-12,289.98	77.7%
593201 · Payroll Expenses	3,346.07	4,700.00	-1,353.93	71.2%
593215 · Audit	4,500.00	4,500.00	0.00	100.0%
593220 · Retirement	1,142.51	2,850.00	-1,707.49	40.1%
593230 · Insurance - Life/Health	6,833.64	10,000.00	-3,166.36	68.3%
593240 · Insurance - Work Comp	1,489.84	1,489.84	0.00	100.0%
593311 · Engineering Services	0.00	3,000.00	-3,000.00	0.0%
593312 · Professional Services - WF	20,494.26	27,000.00	-6,505.74	75.9%
593313 · Professional Services Info				
593314 · Prof Serv Waste Water Project	64,390.00	64,400.00	-10.00	100.0%
Total 593313 · Professional Services Info	64,390.00	64,400.00	-10.00	100.0%

City of Archer - Water Fund
Profit & Loss Budget vs. Actual
October 2015 through September 2016

	Oct '15 - Se...	Budget	\$ Over Bud...	% of Budget
593400 · Travel	0.00	500.00	-500.00	0.0%
593420 · Vehicle Equip Expense	5,000.11	8,000.00	-2,999.89	62.5%
593430 · Utilities	14,738.41	14,810.00	-71.59	99.5%
593450 · Insurance	4,469.61	5,400.00	-930.39	82.8%
593461 · Water Line Upgrade	871.85	13,000.00	-12,128.15	6.7%
593462 · Pump House/Bldg Main	0.00	2,000.16	-2,000.16	0.0%
593495 · Miscellaneous	536.43	1,500.00	-963.57	35.8%
593510 · Office Supplies	1,905.93	2,000.00	-94.07	95.3%
593515 · Postage	2,156.00	3,000.00	-844.00	71.9%
593520 · Chemicals	631.87	1,500.00	-868.13	42.1%
593521 · Uniforms	200.00	250.00	-50.00	80.0%
593522 · Tools	250.45	500.00	-249.55	50.1%
593523 · Vehicle (Fuel & Oil)	802.19	1,500.00	-697.81	53.5%
593550 · Renewal & Replacement	1,714.75	1,715.00	-0.25	100.0%
593640 · Water Capital Outlay	2,463.26	3,500.00	-1,036.74	70.4%
Total 590000 · Water Fund Expense	180,972.20	232,440.00	-51,467.80	77.9%
595000 · Solid Waste Fund				
595100 · Solid Waste	101,951.59	100,800.75	1,150.84	101.1%
Total 595000 · Solid Waste Fund	101,951.59	100,800.75	1,150.84	101.1%
Total Expense	286,983.42	338,615.00	-51,631.58	84.8%
Net Ordinary Income	22,788.59	0.00	22,788.59	100.0%
Net Income	22,788.59	0.00	22,788.59	100.0%

RESOLUTION NUMBER: 2016-32

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA, IN SUPPORT OF THE CITY OF ORLANDO AND ORLANDO COMMUNITY; REAFFIRMING THE CITY'S SUPPORT FOR DIVERSITY AND INCLUSION; AND A CALL FOR NONVIOLENCE

WHEREAS, on Sunday, June 12, 2016, the City of Orlando, Florida suffered from an act of violence which has affected the Orlando community and the nation; and

WHEREAS, the City of Archer Commission offers support and condolences to the City of Orlando in the wake of the tragic shooting in Orlando; and

WHEREAS, the City of Archer stands strong with the victims of the tragedy and united with Orlando; and

WHEREAS, the City of Archer opposes and deplores the increase in gun violence in Florida and across the nation; and

WHEREAS, the City opposes and deplores discrimination of any kind in Archer, and desires to have Archer be a city that embraces inclusion and diversity; and

WHEREAS, the City supports empathy and tolerance for all people; and

WHEREAS, the City desires to keep the City of Archer a safe community; and

WHEREAS, the Commission implores its citizens to engage in non-violent means to bring change and civil dialogue; and

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

SECTION ONE: The City of Archer Commission supports the City of Orlando.

SECTION TWO: The City of Archer Commission supports thoughtful dialogue to keep Archer citizens free from violence and terror. The City of Archer affirms its commitment to inclusion and equality for all members of the Archer community.

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 _____, day of August, 2016.

ATTEST:

Zeriah K. Folston, MPA, City Manager

Corey Harris, Mayor

Approved as to form and legal sufficiency:

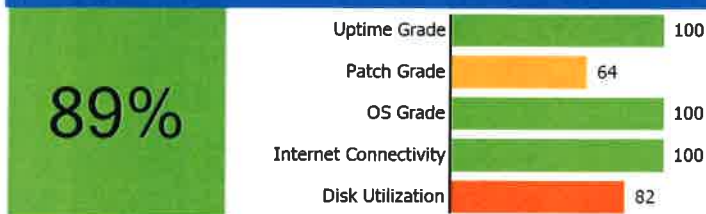
Courtney W. Johnson, Assistant City Attorney



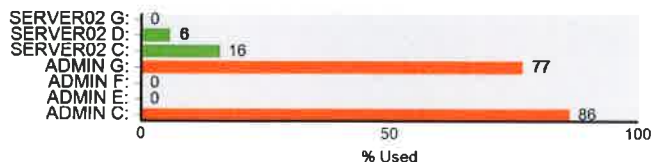
Management Summary

Prepared For: City of Archer
 Created On: 08/01/2016
 Period :07/02/2016 - 08/01/2016

Network Health



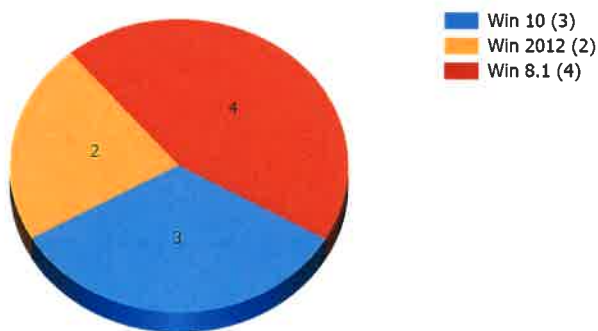
Server Disk Space



Computer Security Patches



OS Count



Company Details

Contact:	Deanna Alltop
Account Manager:	Justin Law
Total Windows Servers:	2
Total Windows Workstations:	7
Total Servers:	2
Total Workstations:	7
Total Managed Machines:	9

Service Request Statistics

Escalated Items:

Server Offline Alerts:	0
Server Disk Space Low:	1
Failed Backup Jobs:	0
Total Closed Helpdesk Tickets:	1252

Non-Escalated Items:

Total Notifications:	5
----------------------	---

Business Continuity Indicators

Network Uptime:

Server Availability:	100%
----------------------	------

Resources Utilization:

Average CPU Utilization:	17%
Average Memory Utilization:	53%

Automated Systems Run:

Disk Cleanups	113
Disk Defragmentations:	2



Patch Health Report

This report provides you with up-to-date information about the MS patch health of your managed systems.

SMART Support



Explanation of Client Patch Health

Critical Patches: 182 / 187 installed = 97%; 75% of score
 Elevated Patches: 490 / 504 installed = 97%; 20% of score
 Standard Patches: 548 / 702 installed = 78%; 5% of score

10 Newest MS Patch Releases for Client

Released	KB Article	OS	Affects	Approved	Pushed	Installed	Failed	Level	Severity	Category
7/28/2016	KB 3161102	UNK	2	0	0	0	0	Standard	-	Updates
7/21/2016	KB 3172614	UNK	2	0	0	0	0	Standard	-	Updates
7/21/2016	KB 3172614	UNK	2	0	0	0	0	Standard	-	Updates
7/12/2016	KB 3170455	UNK	2	2	0	0	0	Critical	Critical	Security Updates
7/12/2016	KB 3173424	UNK	2	2	0	2	0	Critical	-	Critical Updates
7/12/2016	KB 3163247	UNK	3	3	0	2	0	Elevated	Important	Security Updates
7/12/2016	KB 3172985	UNK	3	3	0	3	0	Critical	Critical	Security Updates
7/12/2016	KB 3169704	UNK	2	2	0	2	0	Elevated	Important	Security Updates
7/12/2016	KB 3172727	UNK	2	2	0	0	0	Elevated	Important	Security Updates
7/12/2016	KB 3170377	UNK	2	2	0	0	0	Elevated	Important	Security Updates

 CityHall in Archer, FL

Patch Health by Computer	Operating System	Computer
92% 	Server 2012 x64	 ADMIN
90% 	Server 2012 x64	 SERVER02
99% 	Microsoft Windows 10 Pro x64	 ACCOUNTING
99% 	Microsoft Windows 10 Enterprise x	 ARCHER-ADMIN
97% 	Win8 x64	 ARCHER-TAB
100% 	Microsoft Windows 10 Home x64	 CHAMBERS-PC
100% 	Win8 x64	 CITYMANAGER1
100% 	Win8 x64	 FRONTDESK-PC
100% 	Win8 x64	 PWFIELD1

 CityHall complete with 9 Agents shown

Report Legend

Patch Health Rating

Represents the weighted overall percentage of MS patches installed when compared to all MS patches available for a specific group.



Good: 75% or higher Patch Health rating.



Average: 50% up to 75% Patch Health rating.



Bad: Less than 50% Patch Health rating.

Patch Level

Critical

A patch that is categorized by Microsoft as a "Critical Update" or has a "Critical" severity. Successful Critical patch installation represents 75% of the Patch Health Rating.

Elevated

A patch that is categorized by Microsoft as a "Security Update" or has any severity rating. Successful Elevated patch installation represents 20% of the Patch Health Rating.

Standard

Any patch that is not categorized by Microsoft as a "Critical Update" or "Security Update" and does not have any severity. Successful Standard patch installation represents 5% of the Patch Health Rating.

Current Parameters:

{Clients.ClientID}=31



Antivirus Health Report

This report provides you with information about the antivirus scanner health of your managed systems.

SMART Support

Report Legend

Antivirus Health Indicator

Represents the weighted percentage of Antivirus scanner health for a client/AV group. A scanner is considered healthy if it is installed and its definition file is current.



Good: 75% or higher Antivirus Health rating.



Average: 50% up to 75% Antivirus Health rating.



Bad: Less than 50% Antivirus Health rating.

Each agent with an installed antivirus scanner adds a single value towards the total Antivirus Health. If the scanner's definition files have not been updated within the last 14 days, it is worth 50% of its value.

Antivirus Status



Current: Represents an antivirus scanner that is installed, its definition files have been updated within the last 14 days, and has an autoprotect feature running. 100% of value added to Antivirus Health.



Out of Date: Represents an antivirus scanner that is installed, but its definition files have not been updated within the last 14 days. 50% of value added to Antivirus Health.



Missing Scanner: Represents that an antivirus scanner cannot be detected as installed on the system. No (0%) value is added to Antivirus Health.

Average Definition Age

Represents the average number of days since the antivirus scanner's definition files have been updated. Definition age is calculated for each client group and for each antivirus group. This calculation does not include systems that are missing an antivirus scanner.

Current Parameters:

not ({@fml_RS_MLDetected}) AND {Clients.ClientID}=31

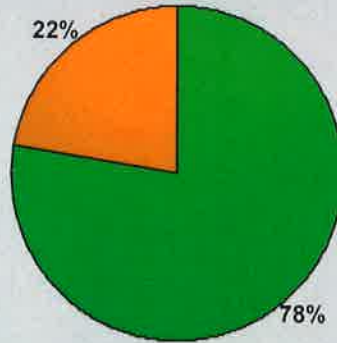
Antivirus Health



Current - 100% Value
 $7 / 9 = 78\%$

Out of Date - 50% Value
 $2 / 9 * 50\% = 11\%$

Antivirus Status



Antivirus Analysis

■ Current	7
■ Out of Date	2
■ Missing Scanner	0
Total Agents:	9
Avg. Definition Age:	49d

Webroot SecureAnywhere 64bit



Total Computers: 2

CityHall	PWFIELD1 (211)	Out of Date	Last Updated: 12/14/2015
CityHall	ARCHER-TAB (227)	Out of Date	Last Updated: 1/8/2016

Avg. Definition Age: 219d

Webroot SecureAnywhere XP 2003 64bit



Total Computers: 7

CityHall	ADMIN (166)	Current	Last Updated: 8/1/2016
CityHall	FRONTDESK-PC (190)	Current	Last Updated: 8/1/2016
CityHall	CITYMANAGER1 (198)	Current	Last Updated: 8/1/2016
CityHall	CHAMBERS-PC (200)	Current	Last Updated: 8/1/2016
CityHall	ARCHER-ADMIN (252)	Current	Last Updated: 8/1/2016
CityHall	SERVER02 (253)	Current	Last Updated: 8/1/2016
CityHall	ACCOUNTING (258)	Current	Last Updated: 8/1/2016

Avg. Definition Age: 0d

City of Archer

Activity Report –July 2016

Peebles & Smith, LLC

Legislative Priorities

- **Communications**
 - Zeria Folston, City Manager - Original Loan – “forgiveness”
 - Email Updates
 - Phone Updates
- **Wastewater Funding**
 - Conversations regarding “full forgiveness” and/or mitigation for original planning and design funds for wastewater collection and treatment facility.
 - Noah Valenstein, Suwannee River Water Management District – follow up on Friday, July 15th

Committee Meetings

Other Meetings & Tasks

- FAPL Candidate Interviews – July 28-29
- Florida League of Cities Annual Conference – August 18 – 20 (Hollywood)

Next Steps

- Follow up with Zeria Folston, City Manager
- Team Meeting Tuesday, August 9th
 - Reauthorization
 - Legislative Budget Request
 - Water Management Budget Request

John Wayne Smith
Peebles & Smith, LLC