

Mayor: Iris Bailey Vice-Mayor: Kathy Penny

Commissioners: Fletcher Hope, Joan White, Marilyn Green

City Manager: Charles A. (Tony) Hammond CCM

November 13, 2023

6:00 P.M.

JUNIOR CITY COMMISSION MEETING

ARCHER CITY HALL

Join Zoom Meeting

https://us02web.zoom.us/j/81156297634?pwd=bWUrbkk1eVUzbUV4RXFtNmRYQktrUT09

Meeting ID: 811 5629 7634

Passcode: 986053

Dial by your location

- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US
- +1 646 558 8656 US

Swearing-In Ceremony of Junior City Commissioners CALL TO ORDER PRAYER PLEDGE OF ALLEGIANCE

Honorable Judge Wilson Bullard JCC Mayor Jasmine Armstrong JCC Mayor Jasmine Armstrong Charla Todd

New Business \mathbf{I}_{i}

A. School News - Mrs. Hartwell B. PBIS - Mr. Whiddon

C. Testing Information - Ms. Williamson

D. New Teachers

Mrs. Outcalt Ms. Buigas Mrs. Spell

Commissioner Charla Todd Commissioner Samuel Bello Mayor Jasmine Armstrong

Vice Mayor Nirja Patel Commissioner Mya Valdez Commissioner Skylar Vazquez

E. JCC Service Projects

Tutoring

Food Drive

Keeping Our Campus Clean Commissioners Samuel Bello & Mya Valdez Commissioners Charla Todd & Mayor Jasmine Armstrong Commissioners Skylar Vazquez and Vice Mayor Nirja Patel

II. Other business

Citizens Comments III.

IV. Motion to Adjourn CALL TO ORDER
PRAYER
PLEDGE OF ALLEGIANCE
ADDITIONS OR DELETIONS TO THE AGENDA
ADOPTION OF AGENDA

I. Consent Agenda

Agenda Item 1: Approve minutes from October 9, 2023, City Commission Meeting

Agenda Item 2: Approve minutes from October 30, 2023, Special City Commission Meeting Agenda Item 3: Approve minutes from October 31, 2023, Special City Commission Meeting

Agenda Item 4: Statement of Revenue and Expenditures

Agenda Item 5: Fee Waiver & Sponsorship Request, St. Phillips Lodge #55, Annual Toy Drive,

Wilson Robinson Park on Saturday, December 16th, 2023

II. Guest

Agenda Item 1: Felicity Appel, Kimley-Horn-Updates

Agenda Item 2: Hartley Rowe, Discussion on Plans for Property Located at 16441 SW 139th Ave.

Agenda Item 3: BME Cemetery, Request for City Water at No Charge

III. Public Announcements

IV. Public Comment

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

- Please state your full name (or first name if you prefer)
- Please state your question, comment, or concern in as few words as possible.
- Please try to make it clear what information you want or what problem you want solved so that the Commission can accurately respond to your request.
- Please be courteous to others and refrain from using language that would be considered insulting, offensive, or insensitive.

Thank you for your cooperation.

The Commission is here to serve you.

V. Planning Calendar

- A. City Hall will be Closed on Thursday, November 23, 2023, in Observation of Thanksgiving Holiday
- B. Special Magistrate Meeting, November 28, 2023, at 6pm, City Hall
- C. City Commission Meeting on Monday, December 11, 2023, at 6pm, City Hall
- D. Annual Christmas Celebration on Saturday, December 16, 2023, Wilson Robinson Park

VI. Old Business

Agenda Item 1: Ordinance No. 02-2023, LDC 23-01, Amending Section 15.02 Entitled Zoning Districts Agricultural District Adding Recreational Vehicle Parks as a Permitted Use (first reading) **Agenda Item 2:** Resolution No 2023-32, Code Enforcement Lien Placed on the Property located at 16441 SW 129th Avenue, Authorizing the City Attorney to File a Satisfaction and Release of Claim

VII. New Business

Agenda Item 1: Resolution No 2023-20, Approving the Amended Tree Sponsorship Interlocal Agreement Between the City of Archer and Alachua County

Agenda Item 2: Resolution No 2023-41, Implementing New Electronic Meeting Policy to Eliminate use of the Zoom Platform and Broadcast Meetings via You Tube and Eliminate Live Remote Participation **Agenda Item 3:** Resolution No 2023-42, Approving the License Agreement for use of Facilities as a Polling Place Between the Alachua County Supervisor of Elections and the City of Archer **Agenda Item 4:** Resolution No 2023-43, Approving that Certain Agreement Between the City and Next

Green, LLC for the Purchase of Land, Parcel ID 05020-003-000

Agenda Item 5: Bread of the Mighty Food Bank, Request to Resume 1x Month Food Giveaway

VIII. Reports, Correspondence, Communication None

- IX. City Managers Report
- X. Attorney Report
- XI. Commissioners Report

XII. Public Comment Period

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- 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.

XIII. Adjournment



I. Consent Agenda

Agenda Item 1: Approve minutes from October 9, 2023, City Commission Meeting

Agenda Item 2: Approve minutes from October 30, 2023, Special City Commission Meeting Agenda Item 3: Approve minutes from October 31, 2023, Special City Commission Meeting

Agenda Item 4: Statement of Revenue and Expenditures

Agenda Item 5: Fee Waiver & Sponsorship Request, St. Phillips Lodge #55, Annual Toy Drive,

Wilson Robinson Park on Saturday, December 16th, 2023

Staff Recommendation: Approve Agenda Items 1-5

Commissioner Action: Open for Discussion Public Comments Closed for Discussion

CITY COMMISSION MEETING MINUTES

Monday, October 9, 2023, Time: 6:00 PM Meeting was Hybrid-In Person and via Media Technology - Zoom

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 at 6:05pm:

Mayor Iris Bailey

Opening Prayer:

Commissioner Fletcher Hope

Leading the Pledge of Allegiance:

Vice Mayor Kathy Penny

Ouorum Present:

Mayor

Iris Bailey

Vice Mayor

Kathy Penny

Commissioners

Fletcher Hope Marilyn Green

Joan White

Staff:

City Manager

Charles Hammond Kiersten Ballou

City Attorney Deputy City Clerk

Deanna Alltop

ADDITIONS OR DELETIONS TO THE AGENDA

City Manager Hammond requested to remove agenda item #2 under guest, agenda items #1, #2 and #4 under new business.

ADOPTION OF AGENDA

Commissioner White motioned to adopt the agenda with the changes, seconded by Vice Mayor Penny. No public comment

Motion Carried: 5-0

I. Consent Agenda

Agenda Item 1: Approve minutes from September 13, 2023, City Commission Meeting

Agenda Item 2: Approve minutes from September 25, 2023, Special City Commission Meeting

Agenda Item 3: Approve minutes from October 2, 2023, Special City Commission Meeting

Agenda Item 4: Fee Waiver Request, St. Peter Missionary Baptist Church, October 29, 2023, 9am-

2pm, Maddox Park

Agenda Item 5: Public Works Inventory

Commissioner White motioned to approve the consent agenda, seconded by Vice Mayor Penny.

Public comment: Laurie Costello

II. Guest

Agenda Item 1: Felicity Appel, Kimley-Horn-Updates

Ms. Appel stated the wastewater geotechnical work is almost completed. Working on the draft interlocal agreement with Newberry.

The six-month extension for the new community center has been approved by the State.

Two grants have been submitted for stormwater.

Agenda Item 2: Hartley Rowe, Discussion on Plans for Property Located at 16441 SW 139th Ave.

III. Public Announcements

Roberta Lopez, Commissioner White

IV. Public Comment

Laurie Costello, Roberta Lopez, Tangie Green

V. Planning Calendar

- A. Town Hall Meeting on Tuesday, October 10, 2023, at 6:30pm, Archer Community Center
- B. Trunk or Treat on Saturday, October 28, 2023, 6-8pm, Wilson Robinson Park
- C. Veterans Day Event on Friday, November 11, 12:00pm, Archer Community Center
- **D.** City Commission Meeting on Monday, November 13, 2023, at 6pm, City Hall City Manager Hammond reviewed the planning calendar.

VI. Old Business

Agenda Item 1: Ordinance No. 02-2023, LDC 23-01, Amending Section 15.02 Entitled Zoning Districts Agricultural District Adding Recreational Vehicle Parks as a Permitted Use (second reading) City Attorney Ballou read Ordinance No. 02-2023 by title only.

Commissioner Hope motioned to approve Ordinance No. 02-2023, seconded by Vice Mayor Penny.

Public comment: Charles Tufano, Laurie Costello, Shawn Housh, Charles Tufano

There was discussion on changing the language from 5 to 15 acres.

Motion Failed: 1-4 (Hope consenting)

MOTION

Commissioner White motioned to require 15 acres for any RV park in the Agriculture zoning district, seconded by Commissioner Green.

No public comment

Motion Carried: 5-0

Agenda Item 2: Ordinance No. 03-2023, Implementing the State's Statutory Mandate to Prepare Business Impact Estimates Prior to Adoption of Proposed Ordinances Pursuant to Section 166.041(4), Florida Statues (second reading)

City Attorney Ballou read Ordinance No. 03-2023 by title only.

Commissioner Hope motioned to approve Ordinance No. 03-2023, seconded by Commissioner White. City Attorney Ballou reviewed the background of the Ordinance and requirements.

Public comment: Laurie Costello

Motion Carried: 4-0 (White away from Dias)

VII. New Business

Agenda Item 1: Wilson Robinson Park Sports Lighting Proposals
Agenda Item 2: Verdin Clock as a center piece in the City of Archer

Agenda Item 3: Current Holiday & Pay Increase Policies

City Manager Hammond reviewed the documents. Pay increases for Hawthorne are up to 5%, High Springs are up to 6%.

Commissioner White recommends 3-5% based on performance.

The Commission requested city staff to bring back more information on the salary comparisons with other municipalities. There was a lot of discussion on the holiday schedule.

Commissioner Hope motioned to table until more information is provided, seconded by Commissioner White.

Public comment: Laurie Costello

Motion Carried: 5-0

Agenda Item 4: Double Sided Full Color Tekstar Outdoor LED Sign Proposal

Agenda Item 5: Resolution Number 2023-37, Approving the Local Government Comprehensive Planning Services Agreement with North Central Florida Planning Council

City Attorney Ballou read Resolution Number 2023-37 by title only.

Commissioner Hope motioned to approve Resolution Number 2023-37, seconded by Commissioner White.

No public comment **Motion Carried: 5-0**

Agenda Item 6: Resolution No 2023-38, Traffic Signal Maintenance and Compensation Agreement with State of Florida Department of Transportation

City Attorney Ballou read Resolution No 2023-38 by title only.

Commissioner Hope motioned to approve Resolution No 2023-38, seconded by Commissioner White.

No public comment **Motion Carried: 5-0**

VIII. Reports, Correspondence, Communication

None

IX. City Managers Report

1. Overtime for the month of September is as follows:

•Unfortunately, this new system will not allow us to break down by period this month:

Deanna Alltop 0
Johnathan Berger 12
Justin Laston 0
Carlton Miller 0
Calvin Robinson 3.75
Justin Southard 0

Tangie Green 3.5 Cindy Thomas 22.75

- 2. The staff is continuing with the food drive at Maddox Park. We had 2 in August, and 2 scheduled for September. They as always are extremely successful, as of now, the next Farm Share has not been scheduled.
- 3. Courtesy Letters/Code Violations:
 - •CL 17307 SW 128th Place, Abandon/Inoperable vehicle
 - •CL Lot on South side SW 127th Place, Abandon/inoperable vehicle
 - •CL 17296 SW 128th Place, Abandon/Inoperable vehicle
 - •CL 17330 SW 128th Place, Abandon/inoperable vehicle
 - •CL 17230 SW 128th Place, Abandon/inoperable vehicle
 - •CL I 7228 SW 129t1, Ave., Abandon/inoperable vehicle
 - •CV 13490 SE 173rd Court, Archer, FL, overgrown yard, litter, trash, garbage, dilapidate structure.
- 4. Repair water line in Archer Woods replace the gasket in a meter on SW 167th, checked on a leak in Jay Birds' Nests, fixed a leak behind the library, remove tree limb on Archer Lane removed tree limb from across the road on SW 134th street. Put the fence back up at the retention pond in Holly Hills. Mowed back the brush pile at the shop to burn debris, so we do not catch the tree on fire. Managed food giveaway started doing sign inventory around the city to see what signs need to be replaced. Road repair SW 143rd, SW 139th Pearson St. When you see these guys out and about, Thank Them for What They Do. They work hard to keep our city going.

MOTION

Commissioner Hope motioned to cease and desist every other week food distributions after the October 31st distribution and continue with Farm Share, seconded by Commissioner White.

Public comment: Roberta Lopez, Laurie Costello

Motion Carried: 3-2 (Green & VM Penny dissenting)

Commissioner Hope requested an update on the Archer Community Center at the next meeting.

X. Attorney Report

None

XI. Commissioners Report

Commissioner Hope

Continues to represent Archer at the NCFPC monthly meetings.

Planning to attend the Trunk or Treat event on October 28th.

Commissioner Green

The Community revival was a nice event, it went well.

Commissioner White

Attended the Community revival.

Met with the JCC and school staff, they will be starting at our meeting on November 13th.

The JCC has a lot of ideas for their upcoming term.

Vice Mayor Penny

Attended the Community revival.

Attended a meeting with the YMCA and attended the event on Thursday.

Attended the Lawton Chiles gala event.

Attended the Step-by-Step event.

Visited Mount Dora, it was a nice visit.

Mayor Bailey

Attended the Community revival.

Attended the YMCA event.

Town Hall meeting tomorrow night October 10th at 6:30pm.

CPR classes are being held at some churches, almost ready to call businesses to schedule classes. Goal is to have all citizens trained.

XII. Public Comment Period

Roberta Lopez, Laurie Costello, Charles Tufano

XIII. Adjournment

Mayor Bailey adjourned the meeting at 9:04 pm.	
Charles Hammond, City Manager	Iris Bailey, Mayor

SPECIAL CITY COMMISSION MEETING MINUTES

Monday, October 30, 2023, Time: 6:00 PM Meeting was Hybrid-In Person and via Media Technology - Zoom

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 at 6:00pm: Mayor Iris Bailey

Opening Prayer: Commissioner Fletcher Hope Leading the Pledge of Allegiance: Vice Mayor Kathy Penny

Quorum Present:

Mayor Iris Bailey
Vice Mayor Kathy Penny
Commissioners Joan White
Marilyn Green
Fletcher Hope

Staff:

City Manager Charles Hammond
City Attorney Danielle Adams
Deputy City Clerk Deanna Alltop

I. Public Comment

II. New Business

Agenda Item 1: Resolution No 2023-39, Agreement with Gatorsktch Corporation for Design of a Pre-Engineered Metal Building to be Located at 17100 SW Archer Road, Archer, Florida **Agenda Item 2:** Resolution No 2023-40, Grant Agreement with the State of Florida, Department of State for the African American Historical and Cultural Grant

III. Public Comment Period

IV. Adjournment

Mayor Bailey recessed the meeting at 6:11pm until October 31st at 6pm, due to technical issues.

Charles Hammond, City Manager	Iris Bailey, Mayor

SPECIAL CITY COMMISSION MEETING MINUTES

Tuesday, October 31, 2023, Time: 6:00 PM Meeting was Hybrid-In Person and via Media Technology - Zoom Recessed from October 30, 2023, Due to Technical Issues

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 at 6:02pm:

Mayor Iris Bailey

Opening Prayer:

Leading the Pledge of Allegiance:

Quorum Present:

Mayor Vice Mayor Commissioners Iris Bailey Kathy Penny Joan White Marilyn Green

Fletcher Hope

Staff:

City Manager City Attorney Deputy City Clerk Charles Hammond Kiersten Ballou Deanna Alltop

Recessed from October 30, 2023, Due to Technical Issues

MOTION

Commissioner White motioned to excuse Commissioner Hope and Vice Mayor Penny, seconded by Commissioner Green.

No public comment

Motion Carried: 3-0

ADDITIONS OR DELETIONS TO THE AGENDA

None

ADOPTION OF AGENDA

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

No public comment

Commissioner Hope arrived at 6:05pm

Motion Carried: 4-0

Vice Mayor Penny arrived at 6:07pm

I. Public Comment

Laurie Costello, Roberta Lopez

II. New Business

Agenda Item 1: Resolution No 2023-39, Agreement with Gatorsktch Corporation for Design of a Pre-Engineered Metal Building to be Located at 17100 SW Archer Road, Archer, Florida

City Attorney Ballou and City Manager Hammond reviewed the agreement with Gatorsktch.

Commissioner Hope asked if the building has a specific name in the grant, City Manager Hammond stated, no, it does not.

Commissioner White motioned to approve Resolution No 2023-39, seconded by Commissioner Hope.

City Attorney Ballou explained this will be our architectural design company.

One million is the total cost for this building. Public comment: Roberta Lopez, Laurie Costello **Motion Carried:** 4-0 (White away from Dias)

Agenda Item 2: Resolution No 2023-40, Grant Agreement with the State of Florida, Department of State for the African American Historical and Cultural Grant

City Attorney Ballou reviewed this is a grant for the new building.

Commissioner White motioned to approve Resolution No 2023-40, seconded by Commissioner Green.

Public comment: Roberta Lopez, Laurie Costello

Motion Carried: 5-0

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Roberta Lopez, Laurie Costello

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Mayor	Bailey	adjourned	the meeting	at 7:16pm.

Charles Hammond, City Manager	Iris Bailey, Mayor	

Statement of Revenue and Expenditures - Standard

11/09/2023 12:16 PM

Revenue Account Range: First to Last
Expend Account Range: First to Last
Print Zero YTD Activity: No

Include Non-Anticipated: Yes Include Non-Budget: No

Year To Date As Of: 11/09/23 Current Period: 10/01/23 to 10/31/23

Prior Year: Thru 11/09/22

001-0000-539-010	001-0000-539-000	001-0000-519-320	001-0000-519-310	001-0000-519-000	001-0000-515-310	001-0000-515-000	001-0000-513-510	001-0000-513-490	001-0000-513-430	001-0000-513-000	001-0000-511-800	001-0000-511-600	001-0000-511-000	001-0000-500-000	Expenditure Account		001-366-915	001-362-221	001-362-200	001-341-900	001-329-000	001-324-710	001-316-000	Revenue Account
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Cemetery (Contract Mowing)	Cemetery	П	Professional Services	Other General Government Servic	Comprehensive Planning Costs	CONTROL ACCOUNT	Admin Office	Legal Advertising	Utilities (City Hall)	Financial & Administration	City Events/Donations	Chambers Maintenance	Legislative	Expenses	Description	General Revenue Totals	Recreation (Fundraisers)	Wilson Robinson Park Rental Fee	Community Center Rental Fees	Other Govt Service(Notary,Fax)	Zoning Verification Fee (Other)	Lien Search Fee	Local Business Tax (Ch205)	Description
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Prior Yr Expd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Prior Yr Rev
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Budgeted	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Anticipated
0.00	0.00	698.00	2,100.00	0.00	1,750.00	0.00	52.73	913.88	134.85	0.00	212.04	1,134.50	0.00	0.00	Current Expd	532.00	200.00	300.00 -	500.00 -	32.00	125.00	50.00	925.00	Curr Rev
582.00	0.00	698.00	2,100.00	0.00	2,500.00	0.00	1,157.53	913.88	134.85	0.00	212.04	1,134.50	0.00	0.00	YTD Expended	1,869.50	200.00	400.00 -	0.00	32.00	200.00	50.00	1,787.50	YTD Rev
582.00 -	0.00	- 00.869	2,100.00 -	0.00	2,500.00 -	0.00	1,157.53 -	913.88 -	134.85 -	0.00	212.04 -	1,134.50 -	0.00	0.00	Unexpended	1,869.50	200.00	400.00 -	0.00	32.00	200.00	50.00	1,787.50	Excess/Deficit
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	% Expd	0	0	0	0	0	0	0	0	% Real

Net Income:	Expenditures:	Revenues:	001 General
0.00	0.00	0.00	Prior
12,039.34 -	12,571.34	532.00	Current
21,280.34 -	23,149.84	1,869.50	YTD

Statement of Revenue and Expenditures

					401-0000-533-810	401-0000-533-600	401-0000-533-530	401-0000-533-510	401-0000-533-400	401-0000-533-000	Expenditure Account
				Water Expenditure Totals	Vehicle Maintenace	Professional Services (Water)	Chemicals	Pump House Maintenance	Office Supplies	Water Fund Expenses	Description
Net Income:	Expenditures:	Revenues:	401 Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Prior Yr Expd
0.00	0.00	0.00	Prior								Budgeted
15,212.02 -	15,212.02		ဥ	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	Current	15,212.02	10,524.52	3,263.50	0.00	892.00	532.00	0.00	Current Expd
17,148.70 -	17,148.70	0.00	YTD	17,148.70	10,524.52	3,263.50	828.68	2,000.00	532.00	0.00	YTD Expended
				17,148.70 -	10,524.52 -	3,263.50 -	828.68 -	2,000.00 -	532.00 -	0.00	Unexpended
				0	0	0	0	0	0	0	% Expd

Net Income:	Expenditures:	Revenues:	Grand Totals
0.00	0.00	0.00	Prior
27,251.36 -	27,783.36	532.00	Current
38,429.04 -	40,298.54	1,869.50	YTD

CITY OF ARCHER Detail Vendor Activity Report By Vendor Name

Vendor Range: Fir			to La	st			Status: All			
Report Type: All Threshold Amount: Date Range Type: Bot	0.00		Include Tax I t Enc Date Ra		Contracts /23 to 10,		Y State: Y O Paid Date R			0/31/23
Vendor # Name			tatus	1099 Туре		Tax Id				1099
First P.O. # It Enc Date Contract I	em Description d Account Typ		rge Account	Prch. Typ		Description	Invoice		Amount	Excl
AGPRO005 AG-PRO COMPA 07/27/23 23-00027	1 MOWER BLADE	S	ctive	Other		3931 07/27/2	3 P25951		306.00	
07/25/23 23-00066	Budget 1 ARCHE006 Budget		-0000-541-530 -0000-541-530	Other	Pd Ck:	aintenance 4041 10/11/2 aintenance	3 AUG,SEPT 23		1,221.03	
Total Open P.O.: Total Paid P.O.: Vendor P.O. Total:	Bid:	0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.00 1,527.03 1,527.03	Exempt:	0.00 0.00 0.00	All:	0.00 1,527.03 1,527.03
ALACH055 ALACHUA FIRE 10/23/23 23-00089	EXTINGUISHER 1 EXIT SIGNS Budget		ctive -0000-511-600	Other		4060 10/24/2 Maintenance	3 132404		1,134.50	42
Total Open P.O.: Total Paid P.O.: Vendor P.O. Total:	Bid:	0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.00 1,134.50 1,134.50	Exempt:	0.00 0.00 0.00	All:	0.00 1,134.50 1,134.50
ALACH060 ALACHUA PRIN 09/07/23 23-00064	TING INC. 1 BC TANGIE G Budget	REEN	ctive -0000-513-510	Other	Pd Ck: Admin Of	4042 10/11/2 fice	3 65685		39.92	
Total Open P.O.: Total Paid P.O.: Vendor P.O. Total:	Bid:	0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.00 39.92 39.92	Exempt:	0.00 0.00 0.00	All:	0.00 39.97 39.97
ALACH065 ALACHUA TODA 07/26/23 23-00017	1 HELP WANTED		oooo 512 400	Other		3932 07/27/2	3 2383		13.30	
07/26/23 23-00017	Budget 2 2022 ANNUAL	DRINK		Other	Pď Ck:	vertising 3932 07/27/2	3 2382		584.25	
08/22/23 23-00046	Budget 1 LDC 23-01		-0000-513-490	Other	Pď Ck:	vertising 3972 08/22/2	3 2415		284.95	
09/26/23 23-00063	Budget 1 ROP TRIM	001	-0000-513-490	Other		vertising 4043 10/11/2	3 2497		307.50	
09/01/23 23-00068	Budget 1 LDC 23-01 2	ND	-0000-513-490	Other	Pď Ck:	vertising 4043 10/11/2	3 2462		410.00	
10/17/23 23-00075	Budget 1 LEGAL NOTIC	E 9/28		Other	Pď Ck:	vertising 4061 10/24/2	2BA7D73B-00	05	227.13	
10/17/23 23-00076	Budget 1 ROP ORD 03-	2023	-0000-513-490	Other	Pd Ck:	vertising 4061 _. 10/24/2	2523		184.50	
10/17/23 23-00077	Budget 1 ROP BUD HEA	RING	-0000-513-490	Other	Pd Ck:	vertising 4061 10/24/2	23 2522		102.50	
10/17/23 23-00078	Budget 1 LDC 23-01 Z Budget	ONING	-0000-513-490 -0000-513-490	Other	Pd Ck:	vertising 4061 10/24/2 vertising	23 2521		399.75	
Total Open P.O.:	Bid:	0.00	State:	0.00	Other:	0.00	Exempt:	0.00	All:	0.0

Vendor # Name		Status	1099 Туре		Tax Id				1099
First P.O. # It Enc Date Contract I	em Description d Account Type	e Charge Account	Prch. Typ		escription	Invoice		Amount	Excl
ALACH065 ALACHUA TODA Total Paid P.O.: Vendor P.O. Total:	Υ	Continued 0.00 0.00	0.00		2,513.88 2,513.88		0.00		2,513.88 2,513.88
AMAND020 Amanda Griev 07/26/23 23-00001	ves 1 REFUND WRP Revenue	Active 6/25/2023 001-362-200	Other		3933 07/27/23 Center Rental			100.00	
Total Open P.O.: Total Paid P.O.: Vendor P.O. Total:	Bid:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 100.00 100.00	Exempt:	0.00 0.00 0.00	All:	0.00 100.00 100.00
ANDER005 ANDERSON, VI 10/23/23 23-00081	OLA 1 REFUND WRP I Revenue	Active RENTAL 8/19/23 001-362-221	Other		4062 10/24/23 binson Park Re			100.00	
Total Open P.O.: Total Paid P.O.: Vendor P.O. Total:	Bid:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 100.00 100.00	Exempt:	0.00 0.00 0.00	All:	0.00 100.00 100.00
ASHBR005 ASHBRITT 08/29/23 23-00055	1 HURRICANE II Budget	Active DALIA CLEANUP 001-0000-541-530	Other)	Aprv Street Ma	intenance		2	00,000.00	
Total Open P.O.: Total Paid P.O.: Vendor P.O. Total:	Bid:	0.00 state: 0.00 0.00	0.00 0.00 0.00	Other:	200,000.00 0.00 200,000.00	Exempt: Waiting	0.00 0.00 0.00		200,000.00 0.00 200,000.00
AVENA005 AVENANNA WIL 07/26/23 23-00022	.COX 1 REFUND CC RI Revenue	Active ENT 6/17/23 001-362-200	Other	Pd Ck: Community	3934 07/27/23 Center Rental	REFUND	neve	300.00	,
Total Open P.O.: Total Paid P.O.: Vendor P.O. Total:	Bid:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 300.00 300.00	Exempt:	0.00 0.00 0.00	All:	0.00 300.00 300.00
BLAUT005 B & L AUT0 P 07/26/23 23-00019	ARTS 1 ACCT# 1550 Budget	Active 001-0000-541-460	Other	Vehicle (3937 07/27/23 Maintenance)			62.97	
09/26/23 23-00065	1 ACCT#1550 Budget	001-0000-541-460	Other)		4044 10/11/23 Maintenance)	3 510441		7.99	
10/17/23 23-00073	1 MOWER Budget	001-0000-541-460	Other	Pd Ck:	4064 10/24/23 Maintenance)	SEPT 23		138.56	
Total Open P.O.: Total Paid P.O.: Vendor P.O. Total:	Bid:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 209.52 209.52	Exempt:	0.00 0.00 0.00	All:	0.00 209.52 209.52
BAKER010 BAKER, CARL 08/22/23 23-00042	1 PW ICE MAKER Budget	Active R TROUBLE SHOOT 001-0000-541-530	Other)	Pd Ck: Street Ma	3973 08/22/23 intenance	3 070523		300.00	

Vendor # Name First P.O. # Item Description Enc Date Contract Id Account Ty		1099 Туре Prch. Тур		Amount	1099 Exc1
BAKER010 BAKER, CARL Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	Continued 0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.00 Exempt: 300.00 300.00	0.00 ATT: 0.00 0.00	0.00 300.00 300.00
BASMO005 BAS MOBILE MOWER REPAIR 07/27/23 23-00026 1 ZERO TURN Budget	Active SERVICE 001-0000-572-52	Other	Pd Ck: 3935 07/27/23 685651 Rec (Vehicle Maint)	245.00	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.00 Exempt: 245.00 245.00	0.00 All: 0.00 0.00	0.00 245.00 245.00
BELTZ005 BELTZ LIQUID WASTE MANAGI 07/26/23 23-00002 1 4th of Ju Budget 10/17/23 23-00072 1 PW Septic Budget	001-0000-511-800	Other	59-2839867 Pd Ck: 3936 07/27/23 118133 City Events/Donations Pd Ck: 4063 10/24/23 40104 Street Maintenance	1,540.00 500.00	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.00 Exempt: 2,040.00 2,040.00	0.00 All: 0.00 0.00	0.00 2,040.00 2,040.00
BLUER005 BLUE REALTY PARTNERS LLC 08/23/23 23-00050 1 REFUND G/L 08/23/23 23-00050 2 REFUND G/L 08/23/23 23-00050 3 REFUND G/L 08/23/23 23-00050 4 REFUND G/L	Active 401-205-000 401-205-000 401-205-000 401-205-000	Other Other Other	Pd Ck: 3163 10/11/23 1452 Meter Deposits Payable Pd Ck: 3163 10/11/23 1450 Meter Deposits Payable Pd Ck: 3163 10/11/23 1449 Meter Deposits Payable Pd Ck: 3163 10/11/23 1453 Meter Deposits Payable	69.76 76.16 75.18 74.89	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.00 Exempt: 295.99 295.99	0.00 All: 0.00 0.00	0.00 295.99 295.99
BRONSO05 BRONSON ACE HARDWARE 07/26/23 23-00006 1 MULCH Budget	Active 001-0000-511-600	Other)	Pd Ck: 3938 07/27/23 A583895 Chambers Maintenance	56.85	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.00 Exempt: 56.85 56.85	0.00 All: 0.00 0.00	0.00 56.85 56.85
CAMPUO05 CAMPUS OUTFITTERS 07/27/23 23-00025 1 CM UNIFORM Budget	Active 4 001-0000-541-521	Other L	Pd Ck: 3939 07/27/23 148176 Uniforms	50.97	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.00 Exempt: 50.97 50.97	0.00 All: 0.00 0.00	0.00 50.97 50.97

Vendor # Name	Status	1099 Туре		1099
First P.O. # Item Descriptio Enc Date Contract Id Account Ty			pe Status Invoice Amount Account Description	Excl
CEDRA005 CED/ RAYBRO ELECTRIC 07/26/23 23-00004 1 NEW CC LIG Budget	Active HT FIXT 001-0000-575-520	Other	Pd Ck: 3940 07/27/23 2638-1044808 2,100.00 Community Center (Other)	 -(
08/23/23 23-00052 1 LIGHTS Budget	001-0000-575-510	Other	Pd Ck: 4045 10/11/23 9009330871 31.49 Community Center (Maintenance)	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00		0.00 131.49 131.49
CITY0010 CITY OF GAINESVILLE 08/16/23 23-00040 1 FY 2023 IN Budget	Active ITER TRAFFIC 001-0000-541-340	Other	Pd Ck: 3964 08/16/23 CI723099 7,506.00 FDOT (Signal Maintenance)	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00		0.00 506.00 506.00
	5 CITY HALL	Non Emplo	Pd Ck: 4046 10/11/23 1630004612 330.00	
Budget 07/01/23 23-00056 2 Acct#163-5		Other	Admin Cleaning Services Pd Ck: 4046 10/11/23 1630004612 300.00	
	001-0000-519-340 5 COMMUNITY CENTER	Other	Admin Cleaning Services Pd Ck: 4046 10/11/23 1630004612 440.00	
	001-0000-575-510 55 CITY HALL	Other	Community Center (Maintenance) Pd Ck: 4046 10/11/23 1630004841 330.00	
	001-0000-519-340 55 SENIOR CENTER	Other	Admin Cleaning Services Pd Ck: 4046 10/11/23 1630004841 300.00	
	001-0000-569-200 55 COMMUNITY CENTER	Other	Senior Center (Maintenance) Pd Ck: 4046 10/11/23 1630004841 440.00	
	001-0000-575-510 55 CITY HALL	Other	Community Center (Maintenance) Pd Ck: 4046 10/11/23 1630005095 330.00	
· · · · · · · · · · · · · · · · · · ·	001-0000-519-340 55 SENIOR CENTER	Other	Admin Cleaning Services Pd Ck: 4046 10/11/23 1630005095 300.00	
	001~0000-569-200 55 COMMUNITY CENTER	Other	Senior Center (Maintenance) Pd Ck: 4046 10/11/23 1630005095 440.00	
	001-0000-575-510 55 SPECIAL SERVICE	Other	Community Center (Maintenance) Pd Ck: 4046 10/11/23 082923CH 398.00	
Budget 09/11/23 23-00059 2 ACCT #163. Budget	001-0000-519-340 55 SPECIAL SERVICE 001-0000-575-510	Other	Admin Cleaning Services Pd Ck: 4046 10/11/23 082923CC 1,050.00 Community Center (Maintenance)	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00		0.00 658.00 658.00
CRIME005 CRIME PREVENTION SECURITY 07/26/23 23-00011 1 CUST# 2824		Other	20-2873866 Pd Ck: 3941 07/27/23 2133477 134.85	
Budget 07/26/23 23-00013 1 CUST# 1995 Budget	001-0000-511-600) Other	Chambers Maintenance Pd Ck: 3941 07/27/23 2133016 134.85 Community Center (Utilities)	

/endor # Name First P.O. # Item Description	Status	1099 Type Prch. Typ		Id Invoice		Amount	1099 Excl
Enc Date Contract Id Account Type	Charge Account	,,	Account Description			B	
CRIMEOO5 CRIME PREVENTION SECURITY S' 10/23/23 23-00092 1 CUST# 28247		Other	Pd Ck: 4065 10/24			134.85	
Budget 10/23/23 23-00093 1 CUST# 19957 Budget	001-0000-513-430 001-0000-575-100	Other	Utilities (City Hall Pd Ck: 4065 10/24 Community Center (Ut	/23 2156528		134.85	
Total Paid P.O.:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.0 539.4 539.4		0.00 0.00 0.00	A11:	0.0 539.4 539.4
DENNIO05 DENNIS, GLORIA 10/23/23 23-00083 1 REFUND CC 8/ Revenue	Active 26/23 001-362-200	Other	Pd Ck: 4066 10/24 Community Center Ren			300.00	
Total Paid P.O.:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.0 300.0 300.0		0.00 0.00 0.00	A11:	0.00 300.00 300.00
DISPLO05 DISPLAY SALES 10/23/23 23-00090 1 FLAGS Budget	Active 001-0000-579-100	Other	Pd Ck: 4067 10/24 Veteran Memorial Mai			608.00	
Total Paid P.O.:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.0 608.0 608.0		0.00 0.00 0.00	A11:	0.0 608.0 608.0
ERIKA005 ERIKA PAIRCE 08/08/23 23-00032 1 REFUND CC REI Revenue	Active NTAL 7/1/23 001-362-200	Other	Pd Ck: 3965 08/16 Community Center Ren			300.00	
Total Paid P.O.:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.0 300.0 300.0		0.00 0.00 0.00	All:	0.0 300.0 300.0
FLDEPO05 FL DEPT OF ENVIRONMENTAL PR 07/27/23 23-00029 1 ANNUAL Budget	OTE Active 401-0000-533-700	Other	Pd Ck: 3159 07/27 Permits	7/23 74135		2,000.00	
Total Paid P.O.:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.0 2,000.0 2,000.0		0.00 0.00 0.00	All:	0.0 2,000.0 2,000.0
07/26/23 23-00015 1 NAME PLATE	Active 001-0000-511-700		Pd Ck: 3942 07/27 Miscellaneous	7/23 231846		22.00	
Total Paid P.O.:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.0 22.0 22.0		0.00 0.00 0.00	All:	0.0 22.0 22.0

Vendor # Name First P.O. # Item Description Enc Date Contract Id Account Typ		1099 Type Prch. Typ		Tax Id Invoice iption		Amount	1099 Excl
GARNEO05 GARNER, PRISCILLA 10/23/23 23-00084 1 REFUND WRP Revenue	Active 7/15/23 001-362-221	Other		3 10/24/23 102323 on Park Rental Fee		100.00	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 Exempt: 100.00 100.00	0.00 0.00 0.00	All:	0.00 100.00 100.00
GULFC005 GULF COAST PARTS SUPPLY, L 08/08/23 23-00035 1 ACCT# 2880 Budget	LC. Active 001-0000-572-525	Other	Pd Ck: 3966 Rec (Vehicle M			143.75	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 Exempt: 143.75 143.75	0.00 0.00 0.00	A]]:	0.00 143.75 143.75
SOFTLOO5 gworks (SOFTLINE DATA) 08/28/23 23-00070 1 DATA PULL Budget 10/01/23 23-00071 1 UBMAX SUBSCI Budget	001-0000-519-320	Other	Pd Ck: 4082 IT Pd Ck: 4082 IT			500.00 698.00	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00		0.00 Exempt: 1,198.00 1,198.00	0.00 0.00 0.00	All:	0.00 1,198.00 1,198.00
JACOBO10 JACOBS, RETIA 10/23/23 23-00079 1 REFUND WRP Revenue	Active 8/12/23 001-362-221	Other		9 10/24/23 102323 on Park Rental Fee		100.00	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 Exempt: 100.00 100.00	0.00 0.00 0.00	A11:	0.00 100.00 100.00
JERAL005 JERALDINE MCMILLAN 08/16/23 23-00037 1 REFUND WRP Revenue 08/16/23 23-00037 2 REFUND WRP Revenue	& CC 001-362-200		Community Cent Pd Ck: 3967	7 08/16/23 REFUND 72923 ter Rental Fees 7 08/16/23 REFUND 72923 on Park Rental Fee			
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00	0.00		0.00 Exempt: 1,000.00 1,000.00	0.00	All:	0.00 1,000.00 1,000.00
JOHNSO15 JOHNSON CONTROLS FIRE PROT 08/22/23 23-00047 1 ANNUAL FIRE Budget				5 08/22/23 23640027 ter (Maintenance)		660.00	
Total Open P.O.: Bid: Total Paid P.O.: Vendor P.O. Total:	0.00	0.00 0.00 0.00	Other:	0.00 Exempt: 660.00 660.00	0.00 0.00 0.00	All:	0.00 660.00 660.00

		m Description		tatus	1099 Type Prch. Typ	e Status	Tax 	Id	Invoice		Amount	1099 Excl
Enc Date Contr	act Id	Account Type	e Cha	irge Account		Account D	escription					
ЈОҮНАО10 ЈОҮ, НА 08/23/23 23-00		1 REFUND G/L		ctive 205-000	Other		3165 10/11 osits Payab		1305		21.83	
Total Open P Total Paid P Vendor P.O. To	.0.:		0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.0 21.8 21.8	3	Exempt:	0.00 0.00 0.00	All:	0.00 21.83 21.83
KENNA005 KENNARD 07/26/23 23-00		1 JUNE 23		octive	Other		3943 07/27	/23	JUNE 23		654.76	
08/22/23 23-00	044	Budget 1 JULY 23		-0000-541-530	Other		3976 08/22	/23	JULY 23		405.32	
10/24/23 23-00	103	Budget 1 Budget		-0000-541-530 -0000-541-530	Other	Street Ma Pd Ck: Street Ma	4070 10/24	/23	SEPT/OCT23		1,191.14	
Total Open P Total Paid P Vendor P.O. To	.0.:		0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.0 2,251.2 2,251.2	2	Exempt:	0.00 0.00 0.00	All:	0.00 2,251.22 2,251.22
LAKEA005 LAKE AR 10/24/23 23-00		1 REPAIR BOBCA	AΤ	ooon 522 810	Other	Pd Ck: Vehicle M	3647 3167 10/24		34 9755		1,168.32	
10/24/23 23-00	097	Budget 1 REPAIR BOBCA Budget	λT	-0000-533-810 -0000-533-810	Other		3167 10/24	/23	9951		9,356.20	
Total Open P Total Paid P Vendor P.O. To	.0.:		0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.0 10,524.5 10,524.5	2	Exempt:	0.00 0.00 0.00	All:	0.00 10,524.52 10,524.52
LEVYJ005 LEVY J0 10/23/23 23-00				ctive -0000-513-510	Other	Pd Ck: Admin Off	4071 10/24 ice	/23	94320		35.75	
Total Open P Total Paid P Vendor P.O. To	.0.:		0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.0 35.7 35.7	5	Exempt:	0.00 0.00 0.00	All:	0.00 35.75 35.75
MCCRA010 MCCRAY- 10/23/23 23-00			NTAL	ctive 9/16/23 -362-200	Other		4072 10/24 Center Ren				300.00	
Total Open P Total Paid P Vendor P.O. To	.0.:		0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.0 300.0 300.0	0	Exempt:	0.00 0.00 0.00	All:	0.00 300.00 300.00
MCMIL015 MCMILLAI 10/23/23 23-000			NTAL	ctive 9/23/23 -362-200	Other		4073 10/24 Center Ren				300.00	
Total Open P Total Paid P			0.00	State:	0.00 0.00	Other:	0.0 300.0		Exempt:	0.00	All:	0.00

endor # N First		Ttem	Description	Status	1099 Type Prch. Type		Tax Id	Invoice		Amount	1099 Excl
				Charge Account	TTCII. Typ	Account Descri	ption	11110166		, and are	
	MCMILLAN, P.O. Tota			Continued 0.00	0.00		300.00		0.00		300.
	MGL PRINT: 3 23-0005		DLUTIONS check/deposi Budget	Active t slips 001-0000-513-510	Other	Pd Ck: 4074 Admin Office	10/24/23	199098		210.00	
08/23/23	3 23-0005	3 2	check/deposi Budget		Other	Pd Ck: 4074 Admin Office	10/24/23	199098		75.00	
08/23/23	3 23-0005	3	check/deposi Budget		Other	Pd Ck: 3168 Office Supplie		199098		149.00	
08/23/23	3 23-0005	3 4	check/deposi Budget		Other	Pd Ck: 3168 Office Supplie	10/24/23	199098		169.00	
08/23/23	3 23-0005	3 5	check/deposi Budget		Other	Pd Ck: 3168 Office Supplie	10/24/23	199098		29.00	
08/23/23	3 23-0005	3 6	check/deposi	t slips	Other	Pd Ck: 4074 Admin Office		199098		29.00	
10/10/2	3 23-0007	4 1	Budget UTL ENVELOPE Budget	001-0000-513-510 s 401-0000-533-400	Other	Pd Ck: 3168 Office Supplie		200661		532.00	
Total	Open P.O Paid P.O P.O. Tota	.:		0.00 State: 0.00 0.00	0.00 0.00 0.00		0.00 E ,193.00 ,193.00	exempt:	0.00 0.00 0.00	All:	0 1,193 1,193
08/16/2	NORTH CEN' 3 23-0001 3 23-0009	6 1	FL REGIONAL P FY2023 4/1/2 Budget 7/1/23-9/30/ Budget	3-6/30/23 001-0000-515-310	Other	Pd Ck: 3968 Comprehensive Pd Ck: 4075 Comprehensive	Planning (10/24/23	Costs 9313		1,750.00 1,750.00	
Total	Open P.O Paid P.O P.O. Tota	.:		0.00 State: 0.00 0.00	0.00 0.00 0.00		0.00 E ,500.00 ,500.00	Exempt:	0.00 0.00 0.00	All:	0 3,500 3,500
	ORKIN PEST 3 23-00049		ACCT#53801	Active	Other	Pd Ck: 4047				70.00	
8/22/2	3 23-0004	9 2	Budget ACCT#53801	001-0000-575-510	Other	Community Cent Pd Ck: 4047	10/11/23	244935		70.00	
)8/22/2	3 23-0004	9 3	Budget ACCT#53801 Budget	001-0000-569-200 001-0000-519-460	0ther	Senior Center Pd Ck: 4047 Repairs & Main	10/11/23	•		50.00	
Total	Open P.O Paid P.O P.O. Tota	.:		0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 E 190.00 190.00	Exempt:	0.00 0.00 0.00	All:	0 190 190
	PADGETT, 6 3 23-0004		REFUND CC Re Revenue	Active ntal 5/27/23 001-362-200	Other	Pd Ck: 3977 Community Cent			S)	300.00	
Total	Open P.O Paid P.O P.O. Tota	.:		0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 s 300.00 300.00	Exempt:	0.00 0.00 0.00	All:	0 300 300

	P.O. # Ite	m Description Account Type	Status e Charge Account	1099 Турю Prch. Тур	e Status	Tax Id	Invoice	Amount	1099 Excl
		ASSOCIATES, : 1 HABITABILIT Budget			Pd Ck: 4076 Professional S		3 2085	2,100.00	
Total Pa	oen P.O.: B aid P.O.: O. Total:		0.00 State: 0.00 0.00	0.00	Ź	0.00 2,100.00 2,100.00	Exempt:	0.00 All: 0.00 0.00	0.00 2,100.00 2,100.00
10/11/23	23-00069	1 Umpire Fee Budget 2 creamer Budget	Active 001-0000-572-69 001-0000-513-59 001-0000-511-80	Other 10 Other	Pd Ck: 4048 Rec (Travel,Fe Pd Ck: 4048 Admin Office Pd Ck: 4048 City Events/Do	ees,Dues) 3 10/11/23 3 10/11/23	3 92623	850.00 16.98 37.10	
	oen P.O.: B aid P.O.: O. Total:		0.00 State: 0.00 0.00	0.00 0.00 0.00		0.00 904.08 904.08	Exempt:	0.00 All: 0.00 0.00	0.00 904.08 904.08
RINGP005 RIN 10/24/23 2		RPORATION 1 GENERATOR CH Budget	Active HECK 401-0000-533-5		Pd Ck: 3169 Pump House Mai		3 08wE9115514	892.00	
	oen P.O.: B aid P.O.: O. Total:		0.00 State: 0.00 0.00	0.00 0.00 0.00		0.00 892.00 892.00	Exempt:	0.00 All: 0.00 0.00	0.00 892.00 892.00
ROBINO10 ROE 08/16/23 2		A 1 REFUND CC Revenue	Active 001-362-200	Other	Pd Ck: 3969 Community Cent		REFUND 81223	550.00	
Total Op Total Pa Vendor P.O	aid P.O.:		0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 550.00 550.00	Exempt:	0.00 All: 0.00 0.00	0.00 550.00 550.00
ROBINO15 ROE 08/22/23 2		1 REFUND WATER G/L	Active R ACCT# 1416 401-205-000	Other	Pd Ck: 3161 Meter Deposits		3 082223	100.00	
	oen P.O.: B ^o aid P.O.: O. Total:		0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 100.00 100.00	Exempt:	0.00 All: 0.00 0.00	0.00 100.00 100.00
ROSSIOO5 ROS 10/23/23 Z		l REFUND CC RE Revenue	Active ENTAL 8/19/23 001-362-200	Other	Pd Ck: 4077 Community Cent			300.00	
	pen P.O.: B aid P.O.: D. Total:		0.00 State: 0.00 0.00	0.00 0.00 0.00	Other:	0.00 300.00 300.00	Exempt:	0.00 All: 0.00 0.00	0.00 300.00 300.00

Vendor # 1 First Enc Date	P.O. #		Description Account Type		tatus rge Account	1099 Type Prch. Typ		Tax Id ption	Invoice		Amount	1099 Excl
- The State of the	SABRINA YO 3 23-00105		REFUND DOES Revenue	NOT L	ctive IVE IN CITY -316-000	Other	Pd Ck: 4100 Local Business				200.00	
Total	Open P.O. Paid P.O. P.O. Total	:		0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.00 200.00 200.00	Exempt:	0.00 0.00 0.00	All:	0.00 200.00 200.00
1 -2	SALENA ROB 3 23-00085		N REFUND WRP ! Revenue	9/2/23	ctive -362-221	Other	Pd Ck: 4078 Wilson Robinso				100.00	
Total	Open P.O. Paid P.O. P.O. Total	:	d:	0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.00 100.00 100.00	Exempt:	0.00 0.00 0.00	All:	0.00 100.00 100.00
	SAMUEL P. 3 23-00028		(RETIREMENT Budget		ctive -0000-511-700	Non Emplo Other	yee Pd Ck: 3944 Miscellaneous	262-17- 07/27/23			100.00	
Total	Open P.O. Paid P.O. P.O. Total	:	d:	0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.00 100.00 100.00	Exempt:	0.00 0.00 0.00	All:	0.00 100.00 100.00
	SEW WHAT 3 23-00100 3 23-00101		FALL BALL Budget JR COMMISH Budget	001 FY24	0000-572-665 0000-511-800	Other Other	Pd Ck: 4079 Rec (Uniforms) Pd Ck: 4079 City Events/Do	10/24/23			1,924.60 174.94	
Total	Open P.O. Paid P.O. P.O. Total	:		0.00 0.00 0.00	State:	0.00 0.00 0.00		0.00 2,099.54 2,099.54	Exempt:	0.00 0.00 0.00	All:	0.00 2,099.54 2,099.54
	SHAELAINE 3 23-00021		NS REFUND: CC Revenue	RENT 6	ctive /24/23 -362-200	Other	Pd Ck: 3945 Community Cent				300.00	
Total	Open P.O. Paid P.O. P.O. Total	:	d:	0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.00 300.00 300.00	Exempt:	0.00 0.00 0.00	A11:	0.00 300.00 300.00
	SHULER, SA 3 23-00080		REFUND WRP Revenue	8/26/2	active 13 1-362-221	Other	Pd Ck: 4080 Wilson Robinso				100.00	
Total	Open P.O. Paid P.O. P.O. Total	:	d:	0.00 0.00 0.00	State:	0.00 0.00 0.00	Other:	0.00 100.00 100.00	Exempt:	0.00 0.00 0.00	A11:	0.00 100.00 100.00

Vendor # First Enc Dat	P.O. # I1	tem Description Id Account Typ	Status e Charge Account		Tax Id e Status Account Description	Invoice		Amount	1099 Excl
	SPANN FAMILY 3 23-00023	/ REUNION 1 REFUND WRP Revenue	Active 6/24/23 001-362-221	Other	Pd Ck: 3946 07/27/2 Wilson Robinson Park Re		-	100.00	
Total	Open P.O.: Paid P.O.: P.O. Total:		0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.00 100.00 100.00	Exempt:	0.00 0.00 0.00	All:	0.00 100.00 100.00
07/26/2 07/26/2	3 23-00009 3 23-00012	TALS, INC. 1 ACCT# 70288 Budget 1 ACCT # 7028 Budget 1 LIFT RENTAL Budget	8 001-0000-511-800 88 001-0000-511-800	Other Other	Pd Ck: 3947 07/27/2 City Events/Donations Pd Ck: 3947 07/27/2 City Events/Donations Pd Ck: 4083 10/24/2 Community Center (Main	3 141530346 0002 3 145556961-0001		757.50 132.25 228.19	
Total	Open P.O.: Paid P.O.: P.O. Total:	Bid:	0.00 State: 0.00 0.00		Other: 0.00	Exempt:	0.00 0.00 0.00	All:	0.00 1,117.94 1,117.94
A CONTRACTOR OF THE RESIDENCE OF THE PARTY O	SUNSHINE STA 3 23-00067	ATE ONE CALL OF 1 COA881 Budget	FL Active 401-0000-533-400	Other	Pd Ck: 3166 10/11/2 Office Supplies	3 PS-INV1024663		271.82	
Total	Open P.O.: Paid P.O.: P.O. Total:		0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.00 271.82 271.82	Exempt:	0.00 0.00 0.00	All:	0.00 271.82 271.82
TORRA005 07/27/2	Toma's Trim 3 23-00024	& Cut Tree Ser 1 TREE CUT SW Budget		Non Emplo Other	yee 594600 Pd Ck: 3963 08/16/2 Tree Removal	087 3 609955		500.00	
Total	Open P.O.: Paid P.O.: P.O. Total:	Bid:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.00 500.00 500.00	Exempt:	0.00 0.00 0.00	All:	0.00 500.00 500.00
	TRAYLOR, WAN 3 23-00086	NDA 1 REFUND CC R Revenue	Active ENTAL 10/14/23 001-362-200	Other	Pd Ck: 4084 10/24/2 Community Center Renta			300.00	
Total	Open P.O.: Paid P.O.: P.O. Total:	Bid:	0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0.00 300.00 300.00	Exempt:	0.00 0.00 0.00	All:	0.00 300.00 300.00
08/22/2	TREE MAGICIA 3 23-00043 3 23-00043	AN 1 TREE REMOVA Budget 2 TREE REMOVA Budget	001-0000-541-311	0ther	yee 85-120 Pd Ck: 3974 08/22/2 Tree Removal Pd Ck: 3974 08/22/2 Tree Removal	3 27		4,600.00	
	Open P.O.: Paid P.O.:	Bid:	0.00 State: 0.00	0.00	Other: 0.00 8,600.00	Exempt:	0.00	All:	0.00 8,600.00

Detail Vendor Activity Report By Vendor Name

Page No: 12 CITY OF ARCHER

endor # Name First P.O. # I	tem Description	Status		Tax e Status	(Id Invoice	Amount	1099 Excl
		Charge Account		Account Description	1		
ASONOO5 TREE MAGICI Vendor P.O. Total:		Continued 0.00	0.00	8,600	.00	0.00	8,600.0
TILI005 UTILITY SER 07/26/23 23-00018 08/22/23 23-00045 10/23/23 23-00094	1 CUST# 4752 Budget 1 ANNUAL 75,00 Budget	401-0000-533-600 00 ELE TANK 401-0000-533-600	Other Other	Pd Ck: 3160 07/2 Professional Servic Pd Ck: 3162 08/2 Professional Servic Pd Ck: 3170 10/2 Professional Servic	ces (Water) 22/23 586147 ces (Water) 24/23 590656	2,837.83 11,585.25 3,263.50	
Total Open P.O.: Total Paid P.O.: Vendor P.O. Total:		0.00 State: 0.00 0.00	0.00 0.00 0.00	17,686		0.00 All: 0.00 0.00	0.0 17,686.5 17,686.5
IOLA005 VIOLA ANDER 07/26/23 23-00020		Active 001-362-200	Other	Pd Ck: 3949 07/ Community Center R		200.00	
Total Open P.O.: Total Paid P.O.: Vendor P.O. Total:		0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0 200 200		0.00 All: 0.00 0.00	0.0 200.0 200.0
ESTF005 WEST FARMS, 06/25/23 23-00005 07/26/23 23-00014	1 MOWING Budget 1		Other	Pd Ck: 3950 07/ Cemetery (Contract Pd Ck: 3950 07/	Mowing) 27/23 97834	582.00 582.00	
09/26/23 23-00061 09/26/23 23-00062	Budget 1 CEMETERY MOW Budget 1 CEMETERY MOW Budget	001-0000-539-010	Other Other	Cemetery (Contract Pd Ck: 4049 10/ Cemetery (Contract Pd Ck: 4049 10/ Cemetery (Contract	11/23 97983 Mowing) 11/23 98141	582.00 582.00	
Total Open P.O.: Total Paid P.O.: Vendor P.O. Total:		0.00 State: 0.00 0.00	0.00 0.00 0.00	Other: 0 2,328 2,328		0.00 All: 0.00 0.00	0.0 2,328.0 2,328.0

Deanna Alltop

From:

Saint Phillips <wm.stphillips55@gmail.com>

Sent:

Friday, October 13, 2023 3:09 PM

To:

Deanna Alltop

Subject:

St. Phillips Lodge #55

Good afternoon Ms. Alltop,

It's that time of year again. St. Phillips Lodge #55 would like to present at your next City Commission meeting to request sponsorship for our toy drive. Please let us know the palace and time of your next meeting so that we may attend. We would also like to request the use of The Wilson Robinson Pavilion for Saturday December 16th. We look forward to hearing from you. Thank you!

Bro. Caleb Young Worshipful Master St. Phillips # 55

wm.stphillips55@gmail.com

Replied our next meeting is nov. 13th. Sent rental app.

on app.



II. Guest

Agenda Item 1: Felicity Appel, Kimley-Horn-Updates

Staff Recommendation:

Commissioner Action:
Open for Discussion
Public Comments
Closed for Discussion



II. Guest

Agenda Item 2: Hartley Rowe, Discussion on Plans for Property Located at 16441 SW 139th Ave.

Staff Recommendation:

Commissioner Action:
Open for Discussion
Public Comments
Closed for Discussion



II. Guest

Agenda Item 3: BME Cemetery, Request for City Water at No Charge

Staff Recommendation: Discuss potential amending our Ordinance to allow for exceptions.

Commissioner Action: Open for Discussion Public Comments Closed for Discussion

Deanna Alltop

From:

Charles Hammond

Sent:

Tuesday, October 24, 2023 9:14 AM

To:

Deanna Alltop

Subject:

Fwd: BMEC - City Water

Please place on agenda under guest

Sent from my iPhone

Begin forwarded message:

From: robertaclopez@aol.com

Date: October 23, 2023 at 9:55:18 PM EDT

To: Charles Hammond < thammond@cityofarcher.com>

Cc: Deanna Alltop <dalltop@cityofarcher.com>

Subject: Re: BMEC - City Water

Reply-To: "robertaclopez@aol.com" <robertaclopez@aol.com>

Thank you. Roberta

Sent from AOL on Android

On Mon, Oct 23, 2023 at 7:27 PM, Charles Hammond tharmond@cityofarcher.com wrote:

It will go before the Comm at the November meeting I promise

Sent from my iPhone

On Oct 23, 2023, at 6:43 PM, robertaclopez@aol.com wrote:

Mr. Hammond,

I stopped by the BME Cemetery on yesterday 10/22/23 to meet with someone and found the city water turned off. I called your office today because no one had notified me that the water would be off. I was told at some point that we would be able to use the water since it is such a small amount that we use.

The Bethlehem Methodist Episcopal Cemetery Restoration Organization would appreciate it very much if you will allow us to keep the water on at the BME Cemetery. We only use it sometimes to water a few plants and on cleanup day to clean the new monument and a few stones, if dirty. We have been very careful protecting the meter etc... Wastepro broke the meter once that I know of and the water came out in full force. This incident was immediately reported. Our Vice President, Patricia Wiggins

keep and eye out for everything around the cemetery and our new neighbor. We placed rocks and a post around the meter to protect. We do not waste water. We have so much rain and did not need city water for anything.

I understand that you have to create an account for record keeping, but please do not activate and charge for the use of the water at this historic site.

We have included the City of Archer in all media advertisement and also included you on our Facebook page as a BMECRO partner. The organization depend on donations from our partners to operate and I am asking that the city include this request as a donation.

Please include this request on the Agenda for your next commission meeting in November, if needed. Feel free to include this email as documentation.

Thank you.

Roberta C. Lopez BMECRO President and Members

Blind copied Board/Members



VI. Old Business

Agenda Item 1: Ordinance No. 02-2023, LDC 23-01, Amending Section 15.02 Entitled Zoning Districts Agricultural District Adding Recreational Vehicle Parks as a Permitted Use (first reading)

Staff Recommendation: Approve Ordinance No. 02-2023

Commissioner Action: Open for Discussion Public Comments Closed for Discussion

Business Impact Estimate

Propo	sed ordinance's title/reference:					
Ordina	Ordinance 02-2023					
	An ordinance of the City of Archer, Florida, relating to the text of the City of Archer Land Development Code, pursuant to an application, LDC 23-01, by the City Commission					
Statute	susiness Impact Estimate is provided in accordance with section 166.041(4), Florida es. As one or more boxes are checked below, the City is of the view that a business t estimate is not required by state law ¹ for the proposed ordinance.					
	The proposed ordinance is required for compliance with Federal or State law or regulation;					
	The proposed ordinance relates to the issuance or refinancing of debt;					
	The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;					
	The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;					
	The proposed ordinance is an emergency ordinance;					
	The ordinance relates to procurement; or					
\boxtimes	The proposed ordinance is enacted to implement the following:					
	a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;					
	b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;					
	c. Section 553.73, Florida Statutes, relating to the Florida Building Code; ord. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.					

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

ORDINANCE NO. 02-2023

AN ORDINANCE OF THE CITY OF ARCHER, FLORIDA, RELATING TO THE TEXT OF THE CITY OF ARCHER LAND DEVELOPMENT CODE, PURSUANT TO AN APPLICATION, LDC 23-01, BY THE CITY COMMISSION; PROVIDING FOR AMENDING SECTION 15.02 ENTITLED ZONING DISTRICTS. AGRICULTURAL DISTRICT BY ADDING RECREATIONAL VEHICLE PARKS AS A PERMITTED USE AND ESTABLISHING A GROSS DENSITY OF 18 SPACES PER GROSS ACRE; PROVIDING FOR AMENDING SECTION 16.06 ENTITLED ZONING MAP, TABLE OF PERMITTED USES BY ADDING RECREATIONAL VEHICLE PARK AS A PERMITTED USE UNDER TEMPORARY LODGING; PROVIDING FOR AMENDING SECTION 22.33, ENTITLED GENERAL REQUIREMENTS BY ADDING THE REQUIREMENT THAT THE CITY MANAGER OR THEIR DESIGNEE WILL DO A FULL SITE INSPECTION ONCE ANNUALLY TO VERIFY THE CONDITION OF THE SITE AND PREPARE A REPORT TO DOCUMENT THE INSPECTION RESULTS; PROVIDING FOR AMENDING SECTION 22.34 ENTITLED RECREATIONAL VEHICLE PARKS, ALLOWABLE USES TO INCLUDE TENT CAMPING AND CABINS IN RECREATIONAL VEHICLE PARKS; BY AMENDING SECTION 22.35. ENTITLED SITE DESIGN REQUIREMENTS BY INCREASING THE MINIMUM LAND AREA REQUIREMENT FOR A RECREATIONAL VEHICLE PARK FROM FIVE TO 15 ACRES; BY ADDING RANGES OF ALLOWABLE DISTRIBUTION USES WITHIN ONE (1) RECREATIONAL VEHICLE PARK, BY ADDING THE REQUIREMENT THAT DISTRIBUTION OF USES MUST EQUAL 100 PERCENT FOR A SITE PLAN TO BE APPROVED; BY ADDING THE REQUIREMENT THAT THE LANDSCAPED BUFFER AREA BE IN ACCORDANCE WITH SECTION 21.45.2 OF THE LAND DEVELOPMENT CODE AND BE REQUIRED ALONG ALL STREETS AND BOUNDARIES OF THE RECREATIONAL VEHICLE PARK OR CAMPGROUND; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE **DATE**

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Commission of the City of Archer, Florida, hereinafter referred to as the City Commission, to prepare, adopt and enforce Land Development Code;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Commission to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of the City of Archer, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Archer, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Code, as amended, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the City Commission approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Commission held the required public hearings, with public notice having been provided, on said application for an amendment, as described below, and at said public hearings, the City Commission reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, concerning said application for an amendment, as described below; and

WHEREAS, the City Commission has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the City Commission has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the City Commission has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Code and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

WHEREAS, the City Commission has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

<u>Section 1</u>. Pursuant to an application, LDC 23-01, by the City Commission, to amend the text of the Land Development Code, Section 15.02, entitled Zoning Districts, Agricultural district is hereby amended to read, as follows:

SECTION 15 - ZONING DISTRICTS

Sec. 15.02. Agricultural district.

The agricultural (A) district is intended to provide for areas primarily consisting of agriculture uses and agriculture support uses and also allow low-density single-family residential development and recreational vehicle parks. The maximum residential density allowed in the district is one dwelling unit per five acres; however, provided that the use of a parcel of property solely as a family homestead by an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the person who conveyed the parcel to said individual may be developed at one dwelling unit per two acres. This provision for a family homestead lot shall apply only once to any individual. The maximum density for a recreational vehicle park shall be 18 spaces per gross acre.

Section 2. Pursuant to an application, LDC 23-01, by the City Commission, to amend the text of the Land Development Code, Section 16.06, entitled Zoning Map, Table of Permitted Uses, is hereby amended to read as follows:

SECTION 16 - ZONING MAP

Sec. 16.06. Table of permitted uses.

- 1. In the table of permitted uses the letter "P" indicates that the use is permitted within the indicated zoning district by right. The letter "C" indicates that a conditional use permit must be obtained from the City Commission.
- 2. The following is the table of permitted uses for the zoning districts of the city:

TABLE OF PERMITTED USES

#	USES DESCRIPTION	A	R-1	R-2	R-3	C-1	C-2	ILW	I
1		RES	SIDENT	IAL					
1.1	Single-family residential	P	P	P	P	С			
1.2	Site built and modular structures	P	P	P	P				
1.3	Mobile home	P	P		P				
1.4	Mobile home park						С		
1.5	Duplex		С			С			
1.6	Caretaker residences	Р				P	P	P	P
1.7	Multi-family residences				P	P	Р		
1.8	Child care centers		С	С	С	С			
1.9	Community residential homes (1—6 persons) providing special services (for handicapped or infirm; nursing care, halfway houses, congregate living facilities)	P	P	P	P	С			
1.10	Community residential homes (7—14 persons) providing special services (for handicapped or infirm; nursing care, halfway houses, congregate living facilities)	С	С	С	C	C			
1.11	Temporary emergency residences	P	P	P	P	P	P	P	P
1.12	Home occupations	P	P	P	P	P			
1.13	Accessory dwelling unit	P	P	P	P				
2	RET	AIL SA	LES A	ND REN	ITAL				
2.1	Retail Stores	> 0				P	P		
2.2	Sales and rental of goods					P	P		
2.3	Convenience stores	pr.				P	P	P	
2.4	Convenience stores with retail gasoline sales						P	P	
2.5	Wholesale sales					P	P	P	P
2.6	Dry cleaner, laundromat					P	P		
2.7	Open air markets	P				С	С		
2.8	Funeral homes, cemeteries, columbaria	Р				P	Р		
2.9	Constructing, assembling, repairing or processing of artisan creations intended for retail sale in a fully enclosed building	P				Р	P		
2.10	Repair shop					P	P		
2.11	Pharmacies					С	С	ļ	
2.12	Medical marijuana dispensing facilities					С	С		

#	USES DESCRIPTION	A	R-1	R-2	R-3	C-1	C-2	ILW	I
3			FFICE	S		-	•		
3.1	Professional offices to include attorneys, physicians, insurance agents, stock brokers, government offices, dentists, banks without drive-up windows					Р	Р		
3.2	Banks with drive-up windows					С	С		
4		DUSTR	LIAL-T	YPE US	ES				
4.1	Fabricating and assembling operations conducted within a fully enclosed building							P	P
4.2	Manufacturing, assembling, compounding, processing or treatment of items for mass production operations conducted outside of a fully enclosed building				1	2			С
4.3	Cold storage facility				~				P
4.4	Warehouse (distribution or storage)			1	4		P	P	P
4.5	Manufacturing, assembling, compounding, processing or treatment of items for mass production operations conducted in fully enclosed building	, i	0	20) *				P
5	EDUCATIONAL, CULTUI	RAL, R	ELIGIO	US, SO	CIAL,	FRATE	RNAL	USES	
5.1	Public, charter and private schools	P	P	P	P	P	P	P	P
5.2	Nursery school/day care center	C	С			С	С		
5.3	Structures for religious purposes	P	С	С	С	P	P	P	
5.4	Libraries, museums, art galleries, art centers, and similar uses (including associated educational and instructional activities)					Р	P		
5.5	Clubs, lodges, union halls	C				C	C	L	<u></u>
6	>	ENTE	RTAIN	MENT			·		
6.1	Bowling alleys, skating rinks, athletic and exercise facilities, and pool halls					P	P1		
6.2	Movie theaters						P		
6.3	Golf and country club, swimming or tennis clubs, etc.	С	С	С	С	С	С		
6.4	Horseback riding/stables (commercial)	P	С						

#	USES DESCRIPTION	A	R-1	R-2	R-3	C-1	C-2	ILW	I
7		INST	TTUTIC	NAL				-	-
7.1	Hospitals, clinics					С	С	P	
7.2	Nursing care institutions					С	C		
8	RESTAURANTS, BARS						·	•	
8.1	Restaurant with no drive-in window					P	P	С	
0.2	service				-	P	P		
8.2	Bars, taverns and cocktail lounges	ļ			<u> </u>	P	P	C	!
8.3	Restaurants with drive-thru service	A TED	CALEG	ANID	IEDVIC				
9	MOTOR VEHICLE REI	LATED	SALES	ANDS	SERVIC			<u>1</u>	I D
9.1	Sales, rental, service of motor vehicles					С	P		P
9.2	Servicing and repair of motor vehicles					С	P		P
9.3	Paint and body shop								P
9.4	Automotive service and self-service station (includes car wash and detailing)	С			2	3	С	P	P
10	STORA	GE - A	S PRIM.	ARY P	URPOS	E			
10.1	Storage within completely enclosed structures)		P	P	P
10.2	Junkyard		- 6	2-			С	P	P
10.3	Parking of vehicles or storage of equipment outside enclosed structures	3	STO	O			С		С
11	SERVICES AND I	ENTER	PRISES	RELA	TED TO	ANIM	IALS		-
11.1	Veterinarian	P	С			P	P		
11.2	Kennel	P				С	P	P	
11.3	Grooming parlor	P				С	С		
12	81	PUBL	IC SER	VICES			*		
12.1	Police station, fire station, rescue station, or substation etc.		С	С	С	P	P	P	P
12.2	Post office		С			P	P	P	P
13	AGRIC	ULTUR	AL, SII	VICUI	LTURA	Ĺ			•
13.1	Agricultural operations excluding livestock or poultry	P	P	P	P				
13.2	Urban garden		P	P	P		С		С
13.3	Agricultural operations including livestock or poultry (swine not permitted)	P	P						
13.4	Agricultural operations including livestock or poultry with	P	С						
13.5	Agricultural wholesale distribution	P					С		С
13.6	Silvicultural operations	P	Р						
13.7	Commercial greenhouse operation	P	С			С	С		С

#	USES DESCRIPTION	A	R-1	R-2	R-3	C-1	C-2	ILW	I
14	UTILITY FACILITIES								
14.1	Regional or community utility facilities						С		С
14.2	Towers and related structures more than 50 ft. tall		С			С	С	С	С
14.3	Solar power generation facilities	С							
15	OTHER								
15.1	Temporary structures used in connection with construction of a permanent improvement (i.e. construction trailer)	P	P	P	P	P	P	P	P
15.2	Special events	С	С	С	С	С	С	С	С
16	T	EMPOR	CARY L	ODGIN	G	4			
16.1	Bed and breakfast residence	P	P	С	4	P			
16.2	Bed and breakfast inn	С	С	С	C	P			
16.3	Hotels and motels	С			12	P	P		
16.4	Rooming house/boarding house				С				
<u>16.5</u>	Recreational vehicle park	<u>P</u>	(2					

<u>Section 3</u>. Pursuant to an application, LDC 23-01, by the City Commission, to amend the text of the Land Development Code, Section 22.33, entitled Recreational Vehicle Parks, General requirements is hereby amended to read, as follows:

PART III. RECREATIONAL VEHICLE PARKS

Sec. 22.33. General requirements.

A recreational vehicle park shall meet the following general requirements:

- 1. It shall be primarily for recreational use by persons with transportable recreational housing, with appropriate accessory uses and structures.
- 2. The land on which it is developed shall be under unified control and shall be planned and developed as a whole in a single development operation or programmed series of development operations for recreational vehicles and related uses and facilities. Subsequent subdivision of lots or conveyance of sites to individual owners by any means is prohibited.
- 3. The principal and accessory uses and structures shall be substantially related to the character of the development in the context of the district of which it is a part.
- 4. The park shall be developed according to comprehensive and detailed plans that include not only streets, utilities, lots and building sites, but also site plans, floor plans, and elevations for all buildings as intended to be located, constructed, used, and related to each other, and detailed plans for other uses and improvements on the land as related to the building.
- 5. The park shall have a program for provision, maintenance, and operation of all areas, improvements, and facilities for the common use of all or some of the occupants of the park, but will not be provided, operated, or maintained at general public expense.

- 6. The park shall have a central water system (Section 22.30 or equivalent) and sewerage treatment facilities (Chapter 64E-6 Florida Administrative Code, as amended).
- 7. The City Manager or their designee will do a full site inspection once annually to verify the condition of the site and prepare a report to document the inspection results.

<u>Section 4</u>. Pursuant to an application, LDC 23-01, by the City Commission, to amend the text of the Land Development Code, Section 22.34, entitled Recreational Vehicle Parks, Allowable uses is hereby amended to read, as follows:

PART III. RECREATIONAL VEHICLE PARKS

Sec. 22.34. Allowable uses

The allowable uses in a recreational vehicle park shall include the following:

- 1. Recreational vehicles;
- Tent camping;
- Cabins;
- 42. Park trailers as defined by Florida law provided they are placed in an area designed exclusively for that use on an approved final site plan. Park trailers are not to be set up for more than 180 consecutive days or for more than 45 consecutive days in areas of special flood hazard unless elevated and anchored to comply with floodplain protection standards.
- 53. Convenience establishments for the sale or rental of supplies or for provision of services, for the satisfaction of daily or frequent needs of campers within the park may be permitted. These establishments may provide groceries, ice, sundries, bait, fishing equipment, self service laundry equipment, bottled gas, and other similar items needed by users of the park. These establishments shall be designed to serve only the needs of the campers within the park and shall not, including their parking areas, occupy more than five percent of the area of the park, and shall not be so located as to attract patronage from outside the grounds nor have adverse effects on surrounding land uses.

<u>Section 5</u>. Pursuant to an application, LDC 23-01, by the City Commission, to amend the text of the Land Development Code, Part III, Section 22.35, entitled Recreational Vehicle Parks, Site design requirements is hereby amended to read, as follows:

PART III. RECREATIONAL VEHICLE PARKS

Sec. 22.35. Site design requirements.

The following site design requirements shall be met:

- 1. The minimum land area for a recreational vehicle park shall be **five 15** acres.
- 2. The maximum density for a recreational vehicle park shall be 18 spaces per gross acre. Storage spaces shall be included in the density calculation. The allowable distribution of uses within one (1) recreational vehicle park shall be within the following ranges:

Recreational Vehicles	<u>50% - 95%</u>
Tent Camping Sites	<u>0% - 20%</u>
Cabins	<u>0% - 50%</u>
Park Trailers	<u>0% - 50%</u>
Convenience Establishments	<u>5%</u>

The distribution of uses must equal one hundred percent (100 %) for a site plan to be approved.

- 3. Individual spaces shall take access to internal streets and shall not take direct access to adjoining public rights-of-way.
- 4. Access to the recreational vehicle park shall be from a collector or arterial street.
- 5. Internal streets shall provide safe and convenient access to spaces and appropriate park facilities. Alignment and gradient shall be properly adapted to topography. Construction and maintenance shall provide a well-drained and dust free surface that is of adequate width to accommodate anticipated traffic and in any case, shall meet the following minimum requirements:

One-way, no parking	12 feet
Two-way, no parking	20 feet

- 6. Streets serving less than fifty (50) spaces may be used as part of the pedestrian circulation system. If facilities must be accessed through streets serving more than fifty (50) spaces, pedestrian ways shall be provided, preferably as a part of a common open space system away from streets, but otherwise as sidewalks. No common access to pedestrian ways, or to facilities within the park, shall be through a campground space.
- 7. Not less than ten percent of the area of the park shall be devoted to recreation area. The recreation area may include space for common walkways and related landscaping in block interiors, provided that the common open space is at least 20 feet in width as passive recreation space. At least one-half of the total required recreation area shall be comprised of facilities for active recreation, such as swimming pools, ball fields, shuffle board courts, or play lots for small children. These facilities shall be so located as to be readily available from all spaces, and free from traffic hazards.
- 8. Camping spaces shall be so located in relation to internal streets as to provide for convenient vehicular ingress and egress if the space is intended for wheeled units. Where back-in or back-out spaces are used, appropriate maneuvering room shall be provided in the adjacent internal street and within the space.
- 9. Where spaces are to be used exclusively for erection of tents on the ground, provision for vehicular access into such spaces shall not be required, but parking areas shall be located within 100 feet except in circumstances in which providing such vehicular accessibility would result in excessive destruction of trees or other vegetation, or where it would be impractical to provide such parking areas within such distances for particularly desirable campsites.
- Spaces shall be so related to pedestrian ways and principal destinations within the park as to provide for convenient pedestrian access to such destinations by the pedestrian systems.

- 11. No minimum dimensions are specified for spaces, but each shall provide a stand and the clearances and open spaces specified herein, and the boundaries of each stand and space shall be clearly indicated.
- 12. Spaces for dependent units shall be located within two hundred (200) feet by normal pedestrian routes of toilet, washroom, and bath facilities.
- 13. Spaces for self-contained units, operating as such, may not be located more than 400 feet by normal pedestrian routes from toilet, washroom, and bath facilities.
- 14. Stands shall be of such size, location, and design to provide for the type of units that will use them. Thus, where use by wheeled units is intended, vehicular access to the stand itself is essential. If use is to be restricted to tents to be erected on the grounds, vehicular access to the stand itself is not essential, but the dimensions required may be different and it will be of primary importance that the stand have a level surface suitable for erection of a tent, composed of materials suitable for driving and holding tent pegs, free of rocks, roots, or other impediments to the driving of pegs to a depth of at least eight inches, and graded and drained to prevent flow of surface water into or under tents erected on it.
- 15. Stands shall be so located that when used, clearance from units, including attached awnings and the like shall be as follows:
 - a. From units on adjoining stands: 10 feet;
 - b. From internal streets of common parking area: 10 feet;
 - c. From portions of building not containing uses likely to disturb stand occupants, or constructed or oriented so that noise and lights will not be disturbing to occupants of space: 25 feet;
 - d. From any other use or fueling facility: 50 feet.
- 16. With any space, there shall be an area suitably located and improved for outdoor use by occupants of units and not to be occupied by units or towing vehicles except during maneuvering incidental to location or removal. This space shall be at least eight feet in minimum dimensions and one hundred sixty (160) square feet in area, and shall be so located as to be easily accessible from the entry side of units as normally parked and oriented on stands.
- 17. Where fire places, cooking shelters, or similar facilities for open fires or outdoor cooking are provided within spaces or elsewhere, they shall be so located, constructed, maintained, and used as to minimize fire hazards and smoke nuisance within the park and in adjoining areas.
- 18. A landscaped buffer area in accordance with Section 21.45.2 of the Land Development

 Code is required along all streets and boundaries of the recreational vehicle park or
 campground.

<u>Section 6</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

<u>Section 7.</u> Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 9. Codifier. All text shown in **bold and strike through** is to be deleted. All text shown in **bold and underline** is adopted.

Section 10. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended

PASSED UPON FIRST READING on the 13th day of November 2023.

	lar session with a quorum present and voting, by the 2023.
Attest:	CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA
Charles A. Hammond, City Manager	Iris Bailey, Mayor
Approved as to form and legal sufficiency:	
Danielle C. Adams, City Attorney or Kiersten N. Ballou, City Attorney	Silligo Oliva



CITY OF ARCHER

VI. Old Business

Agenda Item 2: Resolution No 2023-32, Code Enforcement Lien Placed on the Property located at 16441 SW 129th Avenue, Authorizing the City Attorney to File a Satisfaction and Release of Claim

Staff Recommendation: Approve Resolution No 2023-32

Commissioner Action: Open for Discussion Public Comments Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO 2023 - 32

CITY OF ARCHER, FLORIDA

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA ACKNOWLEDGING RECEIPT OF FULL PAYMENT ON THE CODE ENFORCEMENT LIEN PLACED ON THE PROPERTY LOCATED AT 16441 SW 139TH AVENUE, ARCHER, FLORIDA, 32618; AUTHORIZING THE CITY ATTORNEY TO FILE A SATISFACTION AND RELEASE OF CLAIM IN THE CASE ASSOCIATED WITH SAID LIEN; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE THIS RESOLUTION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Archer ("City") previously pursued code enforcement proceedings related to the property located at 16441 SW 139th Avenue, Archer, Florida 32618; and

WHEREAS, in accordance with those proceedings and Florida law, a lien was placed on the property; and

WHEREAS, the lien previously placed on the property has been paid in full and the successor owner of the property is entitled to a satisfaction and release of claim; and

WHEREAS, the City Attorney has prepared the satisfaction and release of claim document to be entered in the code enforcement proceedings which is attached hereto as Exhibit "A"; and

WHEREAS, entering the satisfaction and release of claim document attached hereto is in the public interest and in the interests of the City; now therefore

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

- 1. The above clauses are true and correct and are hereby incorporated into this resolution; and
- 2. Entering the satisfaction and release of claim document in the code enforcement proceeding is in the public or community interest and for public welfare; and
- 3. In furtherance thereof, the satisfaction and release of claim in the form of the Exhibit attached hereto should be and is approved by the City Commission of the City of Archer; and
- 4. The City Attorney is authorized and directed to enter this document in the code enforcement proceeding related to the property; and
- 5. All prior resolutions of the City Commission of the City of Archer in conflict with this

resolution are hereby repealed to the extent of such conflict; and

- 6. All prior policies and procedures of the City of Archer in conflict with this resolution are hereby repealed to the extent of such conflict; and
- 7. This resolution shall become effective and enforceable upon final passage by the City Commission of the City of Archer.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a meeting of the City Commission, this ____ day of November 2023.

	BY THE MAYOR OF THE CITY OF ARCHER, FLORIDA
	Iris Bailey, Mayor
ATTEST, BY THE CLERK OF THE CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA:	
Charles A. Hammond, City Manager	
APPROVED AS TO FORM AND LEGALITY:	
Danielle C. Adams, City Attorney Kiersten N. Ballou, City Attorney	



CITY OF ARCHER

VII. New Business

Agenda Item 1: Resolution No 2023-20, Approving the Amended Tree Sponsorship Interlocal Agreement Between the City of Archer and Alachua County

Staff Recommendation: Approve Resolution No 2023-20

Commissioner Action:
Open for Discussion
Public Comments
Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO 2023 - 20 CITY OF ARCHER, FLORIDA

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA **SPONSORSHIP AMENDED** TREE APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF ARCHER AND ALACHUA COUNTY; 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 have more trees planted and maintained within the City to benefit the public and help create safer, healthier, more walkable and livable communities and neighborhoods; and

WHEREAS, Alachua County adopted Resolution 18-78 and an accompanying Tree Planting Policy to encourage the planting and sponsorship of trees on property not owned by Alachua County; and

WHEREAS, the City of Archer desires to allow Alachua County to enter City Properties for the sole purpose of planting and ensuring care to any trees planted during the Establishment Period, defined by the Agreement; and

WHEREAS, the City of Archer desires to be responsible for the long-term care of trees planted by the County on City property; and

WHEREAS, Section 163.01, Florida Statutes, permits local governments to enter into interlocal agreements to make the most efficient use of their powers; and

WHEREAS, the City previously approved this agreement but it has since been edited by Alachua County to provide for the number and location of trees to be agreed upon mutually by the City Manager and the County Arborist; and

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

WHEREAS, it is in the best interest of the City of Archer to execute the tree sponsorship interlocal Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Archer, Florida, as follows:

<u>Section 1.</u> By affirmative vote of the City Commission, the City Manager is hereby authorized to execute the Tree Sponsorship Interlocal Agreement between the City of Archer and Alachua County, as amended, and the City Manager is authorized to execute any and all documents necessary to effectuate the same.

<u>Section 2.</u> The City of Archer will accept and adhere to the responsibilities concerning the City of Archer outlined in the attached Tree Sponsorship Interlocal Agreement. Attached hereto as **Exhibit A.**

<u>Section 3.</u> 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 application 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 servable.

Section 4. All resolutions to the extent of conflict are hereby repealed.

Section 5. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a regular meeting, this 13th day of November 2023.

		BY THE MAYOR OF THE CITY OF ARCHER, FLORIDA
ATTEST, BY THE CLERK OF COMMISSION OF THE CITY ARCHER, FLORIDA:		Iris Bailey, Mayor
Tony Hammond, City Manager	 :	
APPROVED AS TO F LEGALITY:	ORM AND	
Danielle C. Adams, City Attorn Kiersten N. Ballou, City Attorn	•	

INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF ARCHER, FLORIDA FOR THE MUTUAL CONDUCT OF THE ALACHUA COUNTY TREE SPONSORSHIP PROGRAM, NO. 14032

THIS INTERLOCAL AGREEMENT is made and entered by and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida (the "County") and City of Archer, Florida, located at 16870 SW 134th Ave Archer, FL 32618-0039 (the "City"). Hereafter, the County and City are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens; and

WHEREAS, as trees when planted and maintained near public spaces benefits the public and helps to create safer, healthier, more walkable and livable communities and neighborhoods, and trees growing near the street rights-of-ways, parking lots and buildings absorb harmful pollutants, reduce glare, and help moderate temperatures; and

WHEREAS, Alachua County adopted Resolution 18-78 and an accompanying Tree Planting Policy to encourage the planting and sponsorship of trees on property not owned by Alachua County; and

WHEREAS, both Parties are interested in entering a relationship whereby the County provides and plants trees on the Property owned by City; and

WHEREAS, the County maintains the Alachua County Tree Planting Program in compliance with the Alachua County Tree Sponsorship Policy; and

WHEREAS, the City desires to enter into this Agreement and will be responsible for long term care of trees planted by the County on City property.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Interlocal Agreement, and the mutual agreements and covenants herein contained, the Parties agree as follows:

1. <u>Term</u> – After execution by the Parties, this Interlocal Agreement shall commence and become effective upon filing as provided in Section #18, below, and continue indefinitely, unless

amended, replaced and superseded by another interlocal agreement or terminated as contained herein. Any amendments shall be in writing, signed the Parties, and shall filed as provided in Section #18, below.

2. Purpose and Limitation of Obligation

- 2.1. The purpose of this Interlocal Agreement is to delineate the roles and responsibilities of the Parties in the conduct of the conduct of the Alachua County Tree Planting Program (the "Program") as it pertains to the planting and establishment of trees by the County on property owned by the City and follow-on long-term maintenance of the trees by the City.
- 2.2. The powers and purposes enumerated in this Interlocal Agreement constitute proper governmental purposes for the benefit and welfare of the inhabitants of the Parties. It is hereby found and declared that the programming recommended to accomplish the Program on City property involves the exercise of essential and proper governmental functions.

3. Rights of the City.

- 3.1. The City hereby grants to the County, its agents, and affiliates, and assigns, a license to enter City Properties during normal business hours, with reasonable notice, for the sole purpose of planting and ensuring care to any trees planted by the County for the entirety of the Establishment Period. The Establishment Period shall commence on the day of planting and will continue for 3 years.
- 3.2. The Parties understand that any trees planted by the County, once planted on the property not owned by the County, become part of the Property, and the City shall have responsibility for long term tree care. The County has no obligation to maintain any trees planted on the Property but shall provide maintenance care at its own discretion during the Establishment Period.

4. Rights of the County.

- 4.1. The Parties understand that County, County staff, or designated agents under the direction of County staff shall have access to the property for the sole purpose of planting and establishing trees including watering, trimming, weeding, staking, fertilizing or similar activities, for a period ending 3 years after planting, defined as the Establishment Period.
- 4.2. The County shall provide to the City and plant on City Property, trees in locations and quantities mutually agreed to by the City Manager or designee (hereinafter collectively "Manager") and County Arborist.
- 4.3. The County Arborist and the Manager must agree on the exact locations for each species of tree prior to planting.

- 4.4. The trees will be appropriate, high-quality shade trees for the site's location and conditions. If the Manager does not agree to the tree species or the recommended planting locations offered by the County Arborist, the County may terminate this Agreement in accordance with the terms and conditions herein.
- 4.5. The County is granted a license to enter the City Property for the purpose of planting the trees and, in its discretion, maintaining the trees through watering, weeding, staking, fertilizing, and pruning of the trees, as determined necessary by the County Arborist for good growth and structure of the trees. This license is for the duration of the Establishment Period, unless otherwise terminated.
- 5. <u>Notice</u> Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received: (i) three (3) business days after it is deposited in a United States Postal Service mailbox or (ii) immediately upon personally delivered with signed proof of delivery. For purposes of all notices, the representatives of the County and City are:

County: Alachua County, Director of Environmental Protection

12 SE 1st Street

Gainesville, FL 32601

Email Address: shofstetter@alachuacounty.us

City: City of Archer

ATTN: Tony Hammond, City Manager

16870 SW 134 Ave., Archer, FL 32618

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq., Clerk

12 SE 1st Street

Gainesville, FL 32602

ATTN: Finance and Accounting

dmw@alachuaclerk.org

And to

Procurement Division 12 SE 1st Street

Gainesville, FL 32601

Attn: Contracts

Procurement@alachuacounty.us

- 6. Default and Termination. The failure of either party to comply with any provision of this Interlocal Agreement will place that party in default. The party claiming default will notify other party in writing. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will have (7) days to cure the default or to submit a plan to cure acceptable to the other party. The Director of the Alachua County Environmental Protection Department is authorized to provide written notice of default on behalf of Alachua, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide mritten notice of default on behalf of the City. The City Manager is authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time the City Manager is authorized to provide notice of termination on behalf of the City. Neither party may terminate this Interlocal Agreement for convenience (i.e., without cause).
- 7. <u>Liability</u>. The Parties shall each be responsible for any and all risks of personal injury and property damage attributable to the acts or omissions of their own officers, employees, servants and agents. This provision shall survive the termination of the Agreement. Nothing in this Agreement shall be interpreted as a waiver of either party's sovereign immunity under law.
- 8. Sovereign Immunity

 The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law
- 9. <u>Public Records</u> The Parties acknowledge that they are subject to the requirements of the §119.0701, Florida Statutes and shall maintain records and documents in accordance with same
- 10. Responsibility for Own Actions. Each party assumes any and all risks of personal injury and property damage with respect to the willful or negligent acts or omissions of its officers, employees, and agents while acting within the scope of their respective employment. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions,

- and agencies to be sued; or (3) a waiver of sovereign immunity beyond the waiver provided in Section 768,28, Florida Statutes.
- 11. <u>Assignment of Interest</u> Neither party may assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Interlocal Agreement without prior written consent of the other party.
- **12.** <u>Successors and Assigns</u>. The Parties each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Interlocal Agreement.
- **13.** Third Party Beneficiaries. This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.
- 14. <u>Severability</u>. If any provision of this Interlocal Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
- 15. Governing Law and Venue. This Interlocal Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Interlocal Agreement shall be in Alachua County.
- **16.** <u>Attachments.</u> All exhibits attached to this Interlocal Agreement are incorporated into and made part of this Interlocal Agreement by reference.
- 17. <u>Amendments.</u> The Parties may amend this Interlocal Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes.
- **18.** <u>Construction</u>. This Interlocal Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Interlocal Agreement.
- 19. <u>Counterpart</u>. This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
- 20. Recording of Interlocal and Amendments. Upon execution by the Parties hereto, the County shall file a copy of this Interlocal Agreement with the clerk of the circuit court in and for Alachua County, Florida. All subsequent amendments to this Interlocal Agreement, if any, shall be filed with the clerk of court in and for Alachua County, Florida.
- 21. Entire Agreement. This Interlocal Agreement constitutes the entire agreement and supersedes

all prior written or oral understandings or representations, but does not supersede, replace or amend any existing interlocal agreements between the Parties relating to solid waste or recycling.

22. Electronic Signatures. The Parties agree that an electronic version of this Interlocal Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Interlocal Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Interlocal Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Interlocal Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first written above.

ALACHUA COUNTY, FLORIDA	City of Archer
By:	Ву:
Name:	Name: Iris Bailey
Title: Chair Alachua County School Board	Title: City of Archer Mayor
Of County Commissioners	
Date:	Date:
ATTEST	ATTEST
J.K. "Jess" Irby, Esq., Clerk	(SEAL)
(SEAL)	
APPROVED AS TO FORM	APPROVED AS TO FORM
Alachua County Attorney's Office	Danielle C. Adams, City Attorney



CITY OF ARCHER

VII. New Business

Agenda Item 2: Resolution No 2023-41, Implementing New Electronic Meeting Policy to Eliminate use of the Zoom Platform and Broadcast Meetings via You Tube and Eliminate Live Remote Participation

Staff Recommendation: Approve Resolution No 2023-41

Commissioner Action: Open for Discussion Public Comments Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO 2023 - 41

CITY OF ARCHER, FLORIDA

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA IMPLEMENTING NEW ELECTRONIC MEETING POLICY TO ELIMINATE USE OF THE ZOOM PLATFORM AND BROADCAST MEETINGS VIA YOUTUBE AND ELIMINATE LIVE REMOTE PARTICIPATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID POLICY; RESERVING AUTHORITY ON DISCRETION TO ALLOW LIVE ELECTRONIC PARTICIPATION WHEN REQUIRED TO CARRY OUT THE BUSINESS OF THE CITY; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE THIS RESOLUTION; DIRECTING THE CITY MANAGER TO IMPLEMENT THE ELECTRONIC MEETING POLICY ADOPTED HEREBY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Archer ("City") is a duly organized municipality under the laws of the State of Florida; and

WHEREAS, the City has adopted a Charter in accordance with its organization under the laws of the State of Florida which governs, in part, the City's rights and responsibilities; and

WHEREAS, the City Charter indicates in Section Eleven, subparagraph C that "the City Commission shall establish rules to govern its meetings, provided such rules do not conflict with Florida law or this Charter"; and

WHEREAS, during the height of the COVID-19 pandemic, the City elected to implement live electronic participation via the Zoom platform; and

WHEREAS, the State of Emergency in Florida triggered by the COVID-19 pandemic ended on June 26, 2021; and

WHEREAS, the City Commission finds that electronic participation is no longer critical to carrying out the business of the City; and

WHEREAS, there is a significant cost to the City associated with allowing live electronic participation in meetings; and

WHEREAS, live electronic participation often results in significant technical difficulties which cost time and money to address to allow for full accessibility of public meetings; and

WHEREAS, YouTube offers a service wherein the public meetings can be streamed to allow for remote viewing of public meetings without live electronic participation; and

WHEREAS, the City of Archer City Manager is the official of the City charged with implementing the new electronic participation meeting policy (the "Policy") and arranging for the live streaming of the public meetings via Youtube without live electronic participation except as noted otherwise herein; and

WHEREAS, adopting the new Policy is in the public interest and in the interests of the City; now therefore

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

- 1. Adopting the amended electronic participation meeting policy (the "Policy") is in the public or community interest and for public welfare; and
- In furtherance thereof, the City Commission adopts the new Policy wherein the public meetings of the City will be streamed on Youtube without live electronic participation; and
- 3. The City Commission reserves the right to allow live electronic participation by City staff or officers as is logistically required from time to time to carry out the business of the City in an effective and efficient manner and orders the City Manager to make determinations of the need for same and to make such arrangements for staff or officers to partake in live electronic participation as may be necessary at future meetings; and
- 4. The Mayor of the City of Archer is authorized and directed to execute this Resolution to adopt the Policy; and
- 5. The City Manager of the City of Archer is directed to and shall implement the Policy; and
- 6. All prior resolutions of the City Commission of the City of Archer in conflict with this resolution are hereby repealed to the extent of such conflict; and
- 7. All prior policies and procedures of the City of Archer in conflict with this resolution are hereby repealed to the extent of such conflict; and
- 8. This resolution shall become effective and enforceable upon final passage by the City Commission of the City of Archer.
- 9. The Effective Date of the Policy adopted hereby shall be November 13, 2023.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a meeting of the City Commission, this ____ day of November, 2023.

	BY THE MAYOR OF THE CITY OF ARCHER, FLORIDA
	Iris Bailey, Mayor
ATTEST, BY THE CLERK OF THE CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA:	
Charles A. Hammond, City Manager	
APPROVED AS TO FORM AND LEGALITY:	
Danielle C. Adams, City Attorney Kiersten N. Ballou, City Attorney	,



CITY OF ARCHER

VII. New Business

Agenda Item 3: Resolution No 2023-42, Approving the License Agreement for use of Facilities as a Polling Place Between the Alachua County Supervisor of Elections and the City of Archer

Staff Recommendation: Approve Resolution No 2023-42

Commissioner Action: Open for Discussion Public Comments Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO 2023 - 42

CITY OF ARCHER, FLORIDA

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA APPROVING THE LICENSE AGREEMENT FOR USE OF FACILITIES AS A POLLING PLACE BETWEEN THE ALACHUA COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF ARCHER; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE THIS RESOLUTION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Supervisor of Elections ("SOE") is required to provide appropriate polling places for each of the precincts within Alachua County; and

WHEREAS, the Archer Community Center, owned by the City of Archer ("City") is a suitable facility to use as a polling place and the City has agreed to allow the SOE use the facility as same in the upcoming elections outlined in the License Agreement attached hereto as Exhibit "A"; and

WHEREAS, pursuant to section 101.71, Florida Statutes, upon the request of the SOE, public, tax-supported buildings must be made available for use as polling places or early voting locations that meet the requirements specified in section 101.657, Florida Statutes; and

WHEREAS, the Archer Community Center is a public, tax-supported building and the SOE has made a request to use same as a polling place; and

WHEREAS, the City finds that it is in the best interest of the public that the City enter the License Agreement attached hereto as Exhibit "A";

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

- 1. The above clauses are true and correct and are hereby incorporated into this resolution; and
- 2. Entering into the License Agreement is in the public or community interest and for public welfare; and
- 3. In furtherance thereof, the License Agreement should be and is approved by the City Commission of the City of Archer; and
- 4. The City Manager is authorized and directed to execute this License Agreement on behalf of the City of Archer; and

- 5. All prior resolutions of the City Commission of the City of Archer in conflict with this resolution are hereby repealed to the extent of such conflict; and
- 6. This resolution shall become effective and enforceable upon final passage by the City Commission of the City of Archer.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a meeting of the City Commission, this ____ day of November 2023.

November 2023.	BY THE MAYOR OF THE CITY OF ARCHER, FLORIDA
ATTEST, BY THE CLERK OF THE CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA:	Iris Bailey, Mayor
Charles A. Hammond, City Manager	
APPROVED AS TO FORM AND LEGALITY:	
Danielle C. Adams, City Attorney Kiersten N. Ballou, City Attorney	



LICENSE AGREEMENT FOR USE OF FACILITIES AS A POLLING PLACE

THIS LICENSE AGREEMENT, made and entered into this	day of	2023,
by and between the Alachua County Supervisor of Elections, a	constitutional officer o	f Alachua County,
hereinafter referred to as "Supervisor", and the City of Archer,	Florida, a duly organiz	ed munucipal
corporation hereinafter referred to as "Licensor". Collectively	hereinafter, the Superv	isor and the
Licensor are referred to as the "Parties."		

WITNESSETH:

WHEREAS, the Alachua County Supervisor of Elections, located at 515 N. Main Street, Gainesville, FL 32601, is required by law to provide appropriate polling places for each of the precincts within Alachua County; and

WHEREAS, Licensor's property, Archer Community Center, located at 16671 SW 137th Ave, Archer, FL 32618 and its facilities (herein referred to as the "Property") are suitable as a polling place and Licensor has agreed to make it available for use in the elections set forth hereafter; and WHEREAS, Licensor agrees to provide Supervisor with a license to utilize the Property as an appropriate polling place for use in the elections set forth hereafter; and

WHEREAS, pursuant to section 101.71, Florida Statutes, upon the request of the Supervisor of Elections, public, tax-supported buildings must be made available for use as polling places, or early voting locations that meet the requirements specified in section 101.657, Florida Statutes; and

WHEREAS, the Property is a public, tax-supported building and the Supervisor of Elections has made a reasonable request to use the Property as a polling place.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto do mutually covenant and agree as follows:

- 1. <u>Term.</u> This License Agreement is effective beginning on the date the last of the Parties executes this License Agreement and expires when the Supervisor and Licensor have performed all of their duties, obligations, and responsibilities hereunder, unless extended in writing by the Parties, pursuant to the terms of this License Agreement, or otherwise terminated.
- 2. Property. This License Agreement is for the use of the Property identified as follows:

Precinct Number: 11

Property Name: Archer Community Center

Property Address: 16671 SW 137th Ave, Archer, FL 32618

3. <u>Use of Property</u>. As provided herein, Licensor grants an exclusive license to the Supervisor to use and occupy the Property as an appropriate election polling place, including for all uses and invitees necessary to use the Property as a polling place. The Supervisor's exclusive license includes all applicable dates prior to the elections, the dates of the elections, and seven calendar days following each election for removal of equipment and materials (the "License Period" or "License"). The License is for all uses and dates necessary for the following elections:

Presidential Preference Primary Election, March 19, 2024

Primary Election, August 20, 2024

General Election, November 5, 2024

This includes all dates and appointments that the Supervisor deems necessary to facilitate voting at this location, including, but not limited to, site surveys, equipment setup, breakdown, delivery, and pickup of equipment and materials. Appointments will be confirmed between the Parties prior to each election.

Licensor agrees to reserve the space solely for the Supervisor for the entirety of time required to facilitate voting for Election Day.

As part of the exclusive license to utilize the Property during the dates and times reserved, this license includes the right to establish and monitor a buffer where solicitation of voters is prohibited, discussed in greater detail in paragraph 7 below. This license authorizes the Supervisor to expel individuals for failure to comply with State law.

4. <u>Payment.</u> Licensor grants this License to the Supervisor in exchange for a one-time, lump sum payment of \$300.00 per election. Payment Provided within 45 calendar days after election.

5. Responsibilities of the Supervisor.

- a. The Supervisor shall be responsible for any personal property of the Supervisor or of the Supervisor's employees used or left at the Property during the term of this License Agreement and in furtherance of this License Agreement.
- b. The Supervisor understands that consumption of alcoholic beverages is not permitted on the Property.
- c. The Supervisor will maintain the Property in good condition and free of debris, trash, or any hazardous items or conditions created or caused by the Supervisor or her employees. However, the Supervisor is not responsible for the debris, trash, or hazardous items or conditions left or caused by individuals or entities not otherwise connected with the Supervisor and her use of the Property.
- d. If the Property is damaged as a result of the negligent acts or omissions of the Supervisor, then the Supervisor may reimburse the reasonable cost to repair such damage if proper documentation of damage, cause, and cost to repair is timely provided to the Supervisor within 48 hours of the end of the Supervisor's use of the Property.
- e. The Supervisor or her staff may conduct site surveys to ensure the facility meets the required accessibility and safety standards for a polling place no later than 30 days prior to Early Voting and Election Day.

6. Responsibilities of the Licensor.

- a. The Licensor agrees to ensure that the Property is usable and fit for the Supervisor's needs under this Agreement. Licensor shall ensure that the Property is ADA compliant, including a parking area and directly connecting passageways to the location of the voting equipment for use by the public.
- b. Licensor agrees to provide the following amenities:
 - i. Restrooms
 - ii. Tables and chairs in size and number, which are generally known, by the Supervisor's needs under this Agreement;
 - iii. Air conditioning and heating;
 - iv. Poll Worker access to kitchen facilities or breakroom; and
 - v. Phone line (if not available, allow the Supervisor to install one)
 - vi. The parking lot or parking area at the premises shall be clear of all obstructions that would impede voter access on Election Day or during the Early Voting period. No other events shall be planned that will affect and limit the amount of available parking for persons coming to vote.
 - vii. The polling room shall be used exclusively for election business on Election Day or during the Early Voting period. No other activity shall take place in the polling room until Poll Workers have completed the breakdown leave the premises, and remove all election equipment.
 - viii. All indoor, outdoor and parking area lights shall be operational and in good working order on Election Day and/or during the Early Voting period.
 - ix. All electrical outlets in good working order.
 - x. Secure storage area for election equipment from date of delivery to date of pick-up. The storage area shall remain locked with access available only to designated election personnel.

c.	Licensor shall utilize one of the following means to ensure that the polling place is available for use by the public (Please initial your preference).
	Property access will be provided by the Licensor no later than 5:30 a.m. on Election Day(s).
	Property access will be provided to the Supervisor in the form of a key, code, access card or equivalent prior to Election Day.

- 7. <u>Solicitation Restrictions.</u> Licensor recognizes that section 102.031(4), Florida Statutes, provides:
 - a. No person, political committee, or other group or organization may solicit voters inside the polling place or within 150 feet of a secure ballot intake station or the entrance to any polling place, a polling room where the polling place is also a polling room, an early voting site, or an office of the Supervisor where vote-by-mail ballots are requested and printed on demand for the convenience of electors who appear in person to request them. Before the opening of the polling

- place or Early Voting site, the Clerk or Supervisor shall designate the no-solicitation zone and mark the boundaries.
- b. For the purpose of this subsection, the terms "solicit" or "solicitation" shall include, but not be limited to, seeking or attempting to seek any vote, fact, opinion, or contribution; distributing or attempting to distribute any political or campaign material, leaflet, or handout; conducting a poll except as specified in this paragraph; seeking or attempting to seek a signature on any petition; and selling or attempting to sell any item; and engaging in any activity with the intent to influence or effect of influencing a voter The terms "solicit" or "solicitation" may not be construed to prohibit an employee of, or a volunteer with, the Supervisor from providing nonpartisan assistance to voters within the no-solicitation zone such as, but not limited to, giving items to voters, or to prohibit exit polling.
- c. Each Supervisor of Elections shall inform the Clerk of the area within which soliciting is unlawful, based on the particular characteristics of that polling place. The Supervisor or the Clerk may take any reasonable action necessary to ensure order at the polling places, including, but not limited to, having disruptive and unruly persons removed by law enforcement officers from the polling room or place or from the 150-foot zone surrounding the polling place.
- d. Except as provided in paragraph (a), the Supervisor may not designate a no-solicitation zone or otherwise restrict access to any person, political committee, candidate, or other group or organization for the purposes of soliciting voters. This paragraph applies to any public or private property used as a polling place or early voting site.
- e. The owner, operator, or lessee of the property on which a polling place or an Early Voting site is located, or an agent or employee thereof, may not prohibit the solicitation of voters by a candidate or a candidates' s designee outside of the no-solicitation zone during polling hours.
- 8. <u>Photography.</u> No photography is permitted in the polling room or Early Voting area, except an elector may photograph his or her own ballot. Licensor shall cover or disable all cameras within the polling room.
- 9. <u>Termination</u>. The Parties may terminate this License Agreement, without cause, at any time by providing six months' written notice to the other party. Prior to terminating for cause, Licensor agrees to give the Supervisor notice of any material breach and allow the Supervisor one month to correct the breach. If, after the one-month period to correct, the Supervisor does not correct the material breach, Licensor may terminate with one month's written notice to the Supervisor. Additionally, Supervisor may terminate in accordance with Paragraph 19, below, if the Property will not be used as a polling place during the License Period.
- 10. <u>Right of assignment.</u> Neither Party may assign the rights granted under this License Agreement to a third party without the written consent of the other party to this License Agreement.

11. <u>Notices.</u> All notices of default or termination shall be in writing and sent either by mail or electronically to:

Supervisor of Elections 515 N. Main Street, Suite 300 Gainesville, FL 32601 kbarton@alachuacounty.us City of Archer, Florida C/o City Manager 16870 SW 134th Ave, Archer, FL 32618 thammond@cityofarcher.com

- 12. <u>Liability.</u> Each Party shall be solely responsible for the negligent or wrongful acts and omissions of its employees, agents, invitees, or any of its representatives that arise out of or are related to this Agreement. The Parties agree that nothing contained herein shall constitute a waiver of sovereign immunity, or the provisions or limits liability of 768.28, Florida Statutes, by either the Licensor or by the Supervisor.
- 13. <u>Third party beneficiary.</u> This License Agreement does not create any relationship with, or any rights in favor of, any third party.
- 14. <u>Severability.</u> Paragraph 12 is an essential and indivisible provision of this License Agreement and must be interpreted to provide the broadest protections possible. If paragraph 12 is declared to be void by a court of law, then this entire Licensee Agreement is void. If any other provisions of this License Agreement are declared void by court of law, all other provisions will remain in full force and effect.
- 15. <u>Laws and regulations.</u> The Supervisor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this License Agreement. The Supervisor is presumed to be familiar with all state and local laws, ordinances, code rules, and regulations that may in any way affect the work outlined in this License Agreement.
- 16. <u>Amendments.</u> The Parties may amend this License Agreement only by mutual written agreement of the Parties, executed with the same formalities as this License Agreement.
- 17. <u>Non-waiver.</u> The failure of any party to exercise any right granted in this License Agreement is not a waiver of such right.
- 18. Revisions. The Parties agree and understand that elections are subject to state and federal law, which may be amended in a way that expands or limits the terms of this Agreement. In such instances, the Supervisor agrees to give Licensor notice of such amendments within five business days, requesting an amendment to this Agreement to reflect the change in state or federal law. In no event, may Licensor unreasonably withhold consent to such an amendment and Licensor agrees not to prevent the Supervisor from complying with state or federal laws governing elections.
- 19. <u>Final polling place locations</u>. The Supervisor must make a final determination of polling place locations no later than 30 days before the elections listed in paragraph 3, above. At that time, the

Supervisor will finalize the list of final polling places and may no longer need to utilize the license granted under this Agreement. If the Property is not listed as a final polling place, then this Agreement shall terminate.

- 20. <u>Governing law and venue.</u> This License Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.
- 21. <u>Entire agreement.</u> This License Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, understandings, or representations.

	Licensor Printed Name	Licensor Phone Number	
-	Licensor Signature	Date	
	Kim A Barton Alachua County Supervisor of Elections	Date	



CITY OF ARCHER

VII. New Business

Agenda Item 4: Resolution No 2023-43, Approving that Certain Agreement Between the City and Next Green, LLC for the Purchase of Land, Parcel ID 05020-003-000

Staff Recommendation: Approve Resolution No 2023-43

Commissioner Action: Open for Discussion Public Comments Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO 2023 - 43

CITY OF ARCHER, FLORIDA

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND NEXT GREEN, LLC FOR THE PURCHASE OF LAND; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RESTATING AND AMENDING THE TERMS OF A PREVIOUSLY ADOPTED AGREEMENT FOR THE PURCHASE OF THE SAME LAND; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS NECESSARY AND REQUIRED TO EFFECTUATE A CLOSING ON SAID LAND; AUTHORIZING AN EXPENDITURE OF CITY FUNDS TO PURCHASE SAID LAND; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Archer ("City") adopted Resolution 2023-12 adopting the terms of a purchase and sale agreement for the purchase of vacant land; and

WHEREAS, the said lands were a portion of road right-of-way conveyed by the City to a predecessor-in-interest of Next Green, LLC ("Owner") pursuant to the foreclosure of a code enforcement lien; and

WHEREAS, said lands being a road right-of-way are a portion of McDowell Street situated between Helverston Street and Reserve Street as per the plat of Original Archer (the "Property"); and

WHEREAS, Owner desires to convey and has offered to convey to the City the Property and as compensation therefor is seeking an amount approximately equal to certain Owner's liability for ad valorem taxes and governmental fees; and

WHEREAS, the agreement adopted and approved by Resolution 2023-12 expired without the City or Owner giving effect to the terms of said agreement; and

WHEREAS, the City continues to desire to accept Owner's offer to convey the Property pursuant to the terms of the Vacant Land Contract attached as an Exhibit hereto (the "Agreement"); and

WHEREAS, the Vendor and the City desire to enter into that certain contract for sale and purchase of the Property by adopting the terms of the proposed Agreement; and

WHEREAS, acquiring the Property by adopting the terms of the Agreement is in the public interest and in the interests of the City; now therefore

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

- 1. Acquiring the Property pursuant to the terms of the Agreement is in the public or community interest and for public welfare; and
- 2. In furtherance thereof, the agreement adopted pursuant to Resolution 2023-12 is terminated, and the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Commission of the City of Archer; and
- 3. The Mayor of the City of Archer is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Commission of the City of Archer; and
- 4. In the absence of the Mayor, the Vice-Mayor of the City of Archer is the officer of the City duly designated by the City's Charter and/or Code of Ordinances to commit the City to contractual obligations as such contracts are adopted by the City Commission of the City of Archer; and
- 5. The Mayor of the City of Archer is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
- 6. The Mayor of the City of Archer is directed to execute on behalf of and bind the City to the terms of the Agreement; and
- 7. The City Manager is authorized and directed to execute such documents as are necessary to give effect to the closing of the Property, including, but not limited to title affidavits, closing/settlement statements, and any and all other such documents required by the closing agent to perfect the City's purchase of the Property; and
- 8. The City Manager is authorized and directed to spend such sums of money not to exceed \$2,500 to purchase the Property and give effect to the terms and intent of the Agreement; and
- 9. All prior resolutions of the City Commission of the City of Archer in conflict with this resolution are hereby repealed to the extent of such conflict; and
- 10. This resolution shall become effective and enforceable upon final passage by the City Commission of the City of Archer.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a regular meeting, this ____ day of November, 2023.

	BY THE MAYOR OF THE CITY OF ARCHER, FLORIDA
	Iris Bailey, Mayor
ATTEST, BY THE CLERK OF THE CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA:	
Charles A. Hammond, City Manager	
APPROVED AS TO FORM AND LEGALITY:	
Danielle C. Adams, City Attorney	



Vacant Land Contract

	Sale and Purchase ("Contract"):and	Next Green LLC		_("Seller")
	and(the "parties") agree to sell and buy on the ten	me and conditions aposition below the propor	th/ ("Proport	("Buyer `\"\
		his and conditions specified below the proper	ty (i ropen	у)
	described as:	See attached legal and survey		
	Address:			
	Legal Description:			
	SEC 17 /TWP / 11 /RNG 18 of Alachua including all improvements existing on the Pro	_ County, Florida. Real Property ID No.: perty and the following additional property: _	05020-00	3-000
2.	Purchase Price: (U.S. currency)		\$	1,405.0
	All deposits will be made payable to "Escrow Agent's Name: Escrow Agent's Contact Person: Escrow Agent's Address: Escrow Agent's Phone:	Agent" named below and held in escrow by:	<u></u>	
	Escrow Agent's Contact Person:	Clay Martin	_	
	Escrow Agent's Address: 5	27 E Univ Ave Gainesville, Fl	_	
	Escrow Agent's Phone:	352-372-1282		
	Escrow Agent's Email:		_	
	(a) Initial deposit (\$0 if left blank) (Check if a	pplicable)		
	□ accompanies offer			
	☐ will be delivered to Escrow Agent within	days (3 days if left blank)		
	after Effective Date		\$	
	(b) Additional deposit will be delivered to Esc	row Agent (Check if applicable)	1982/55 A J.	
	☐ within days (10 days if left blan	k) after Effective Date		
	within days (3 days if left blank) after expiration of Due Diligence Period	\$	
	(c) Total Financing (see Paragraph 6) (expres	ss as a dollar amount or percentage)		
	(d) Other:		\$	
	(e) Balance to close (not including Buyer's d	losing costs, prepaid items, and prorations)		
	to be paid at closing by wire transfer or of	her Collected funds	\$	1,405.0
	(f) (Complete only if purchase price will be		d of a fixed p	
	unit used to determine the purchase price	is I for I acre I square root I office (sp	por unit be	seed on a
	prorating areas of less than a full unit. The	e purchase price will be \$s certified to Seller and Buyer by a Florida lic	_ per unit ba	ovorin
	calculation of total area of the Property as	owing rights of way and other areas will be ex	eluded from	tho
	calculation:		cidded iion	ı ule
t	Time for Acceptance; Effective Date: Unles		nd an execu	ted copy
•	delivered to all parties on or before Novemb	ber 17, 2023 this offer will be withdrawn a	nd Buver's	deposit, if
	any, will be returned. The time for acceptance	of any counter-offer will be 3 days after the	date the cou	ınter-offer
	delivered. The "Effective Date" of this Conti			
	has signed or initialed and delivered this o			•
ŧ.	Closing Date: This transaction will close on	November 30, 2023 ("Closing Date"), ur	nless specif	ically
	extended by other provisions of this Contract.	The Closing Date will prevail over all other tir	ne periods i	ncluding,
	but not limited to, Financing and Due Diligenc	e periods. However, if the Closing Date occu	rs on a Satı	urday,
	Sunday, or national legal holiday, it will extend	d to 5:00 p.m. (where the Property is located)	of the next	business
	day. In the event insurance underwriting is su	spended on Closing Date and Buver is unab	le to obtain	property
	insurance, Buyer may postpone closing for up	p to 5 days after the insurance underwriting s	uspension i	s lifted. If
	this transaction does not close for any reason	Buver will immediately return all Seller pro	vided docur	nents and
	other items.	,,,		
•	Extension of Closing Date: If Paragraph 6(b available on Closing Date due to Consumer F	is checked and Closing Funds from Buyer's inancial Protection Bureau Closing Disclosur	s lender(s) a	are not equiremen
	Ds	manda i rotoston Baroaa Gibbing Broker		- 1
3115	yer () () and Seller (JG_) () acknowledge	e receipt of a copy of this page, which is 1 of 8 pages	š.	
_	14xx Rev 7/23			orida Realtors
	17704 LINE FEED			

53 54		("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
55 56* 57* 58* 59* 60 61 62 63 64*	6.	 (a) ☑ Buyer will pay cash for the Property with no financing contingency. (b) ☐ This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be returned. (1) ☐ New Financing: Buyer will secure a commitment for new third party financing for \$
65* 66* 67 68 69 70* 71* 72*		or% of the purchase price at (Check one) \[\] a fixed rate not exceeding% \[\] an adjustable interest rate not exceeding% at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker. (2) Seller Financing: Buyer will execute a \[\] first \[\] second purchase money note and mortgage to Seller in the amount of \$, bearing annual interest at% and payable as follows: The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
73 74 75 76 77 78 79 80 81 82* 83*		forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan. (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to
84* 85* 86* 87* 88 89* 90*		LN#in the approximate amount of \$currently payable at \$per month, including principal, interest, □ taxes and insurance, and having a □ fixed □ other (describe) interest rate of% which □ will □ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds% or the assumption/transfer fee exceeds \$, either party may elect to pay the excess, failing which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
92 93* 94*	7.	Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned. Assignability: (Check one) Buyer □ may assign and thereby be released from any further liability under this Contract, □ may assign but not be released from liability under this Contract, or ▼ may not assign this Contract.
95 ° 96 ° 97 98 99 °	8.	Title: Seller has the legal capacity to and will convey marketable title to the Property by ☑ statutory warranty deed ☐ special warranty deed ☐ other (specify), free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject),
100 101 102 103 104*		provided there exists at closing no violation of the foregoing. (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at (Check one) □ Seller's ☑ Buyer's expense and
105* 106 107* 108		 (Check one)
	Buy	/er () () and Seller () () acknowledge receipt of a copy of this page, which is 2 of 8 pages.

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109 110		amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
111 112* 113 114 115 116 117 118 119* 120 121 122* 123 124 125 126 127 128 129		 Buyer within 15 days after Effective Date. (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence. (b) Title Examination: After receipt of the title evidence, Buyer will, within days (10 days if left blank) bu no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. (c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
130 131 132		encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).
133		(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
134 135 136 137 138* 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159	9 .	Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent. (a) Inspections: (Check (1) or (2)) (1) Due Diligence Period: Buyer will, at Buyer's expense and within
161 162 163 164		determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller , this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.
	•	er () () and Selle () acknowledge receipt of a copy of this page, which is 3 of 8 pages. ©2023 Florida Realtors®

- (2) No Due Diligence Period: Buyer is satisfied that the Property is suitable for Buyer's purposes, 165* including being satisfied that either public sewerage and water are available to the Property or the 166 Property will be approved for the installation of a well and/or private sewerage disposal system and that 167 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, 168 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This 169 Contract is not contingent on Buyer conducting any further investigations. 170 (b) Government Regulations: Changes in government regulations and levels of service which affect Buyer's 171 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has 172 expired or if Paragraph 9(a)(2) is selected. 173 (c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies 174 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to 175 improving the Property and rebuilding in the event of casualty. 176 (d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as 177 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required 178 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The 179 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that 180 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach 181 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida 182 Department of Environmental Protection, including whether there are significant erosion conditions associated 183 with the shore line of the Property being purchased. 184 ☐ Buyer waives the right to receive a CCCL affidavit or survey. 185 10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be 186 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title 187 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to 188 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to 189 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the 190 costs indicated below. 191 (a) Seller Costs: 192 Taxes on deed 193 Recording fees for documents needed to cure title 194 Title evidence (if applicable under Paragraph 8) 195 Estoppel Fee(s) 196 Other: 1971 (b) Buyer Costs: 198 Taxes and recording fees on notes and mortgages 199 Recording fees on the deed and financing statements 200 Loan expenses 201 Title evidence (if applicable under Paragraph 8) 202 Lender's title policy at the simultaneous issue rate 203 Inspections 204 Survey 205 Insurance 206 Other: 2071 (c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real 208 209 210 the previous year's rates will be used with adjustment for any exemptions. 211 (d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will 212 213
 - estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 - pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☑ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.
 - (e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY



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- IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER 222 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE 223 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION. 224
 - (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
 - (q) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
 - 11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3. any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.
 - 12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
 - 13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
 - 14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
 - 15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
 - 16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
 - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a seturn of Buyer's deposit(s) without thereby waiving any action for damages resulting

D) and Sellet (16)) askes whether receipt of a copy of this page, which is 5 of 9 pages
Buyer (_) (_) and Seller () () acknowledge receipt of a copy of this page, which is 5 of 8 pages

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- from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.
 - (b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.
 - 17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
 - 18. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
 - 19. Professional Advice: Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.
 - 20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
 - 21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

7 *			
3	Seller's Sales Associate/License No.	Buyer's Sales Associate/License No.	
	Buyer () () and Seller () () acknow		
	Buyer () () and Seller (JE) () acknow	ledge receipt of a copy of this page, which is 6 of 8 pages.	
	VAC-14xx Rev 7/23		©2023 Florida Realt
Ser	rial#: 084215-600169-9476565		Form

Simplicity

Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
Listing Brokerage	Buyer's Brokerage
Listing Brokerage Address	Buyer's Brokerage Address
(Check if applicable) A. Back-up Contract B. Kick Out Clause C. Other 23. Additional Terms:	ncluded in the attached addenda and incorporated into this Contract
1	R-OFFER/REJECTION
COUNTE	R-OFFER/REJECTION Inter-offer, Buyer must sign or initial the counter-offered terms and
COUNTEI ☐ Seller counters Buyer's offer (to accept the cour deliver a copy of the acceptance to Seller). ☐ Seller rejects Buyer's offer	



This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

369	ATTENTION: SELLER AND BUYER
370	CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371	(the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372	who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373	· · · · · · · · · · · · · · · · · · ·
374	Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property
375	in violation of the Act.
376	At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.
377	Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer:	→			_ Date: _	
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Buyer:	THE PARTY OF THE P			_ Date: _	
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Buyer's address for pur	1001 - 2007				
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Phone:	Fax:		Email:		
Seller: Justin Gre	4007	3/ /		_ Date: _	11/8/2023
Print name:B109B8B05FF04l	E0	M M	A	_	
Seller:	4	7 <i>M</i> 7 ,		_ Date: _	
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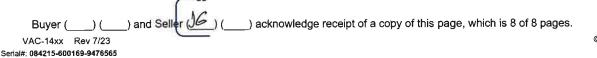




Exhibit "A"

to

Purchase and Sale Agreement

Legal Description:

THE WEST 25 FEET, MORE OR LESS, OF THE WEST 340.44 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND IN SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, AND BEING THE SOUTHEASTERLY 50 FEET OF GRANTOR'S 100 FOOT WIDE RIGHT OF WAY OF THE FORMER MAIN TRACK AS MEASURED FROM THE CENTERLINE OF THE ROADBED THEREOF; SAID STRIP OF LAND EXTENDING NORTHEASTWARDLY FROM THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF 50 FOOT WIDE PINE STREET 314 FEET, MORE OR LESS, TO THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF 50 FOOT WIDE CEDAR STREET; THENCE ABOVE DESCRIBED LAND ADJOINING AND LYING NORTHWEST OF BLOCK 18 OF MAP OF ARCHER, FLORIDA, AS RECORDED IN PLAT BOOK A, PAGE 83-1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND

A STRIP OF LAND IN SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, AND BEING THE NORTHWESTERLY 50 FEET OF GRANTOR'S 100 FOOT WIDE RIGHT OF WAY OF THE FORMER MAIN TRACK AS MEASURED FROM THE CENTERLINE OF THE ROADBED THEREOF; SAID STRIP OF LAND EXTENDING NORTHEASTWARDLY FROM A NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF 50 FOOT WIDE PINE STREET 314 FEET, MORE OR LESS, TO THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF 50 FOOT WIDE CEDAR STREET; THE ABOVE DESCRIBED LAND LYING 50 FEET NORTHWEST OF BLOCK 18 OF MAP OF ARCHER, FLORIDA, AS RECORDED IN PLAT BOOK A, PAGE 83-1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND

A STRIP OF LAND IN SECTION 17, TOWNSHIP 11 SOUTH, RANGE 18 EAST, BEING 100 FEET WIDE, I.E. 50 FEET WIDE ON EACH SIDE OF THE CENTERLINE OF GRANTOR'S 100 FOOT WIDE RIGHT OF WAY OF THE FORMER MAIN TRACK AS MEASURED FROM THE CENTERLINE OF THE ROADBED THEREOF; SAID STRIP OF LAND EXTENDING NORTHEASTWARDLY FROM A NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF 50 FOOT WIDE MCDOWELL STREET 314 FEET, MORE OR LESS, TO THE NORTHWESTERLY PROLONGATION OF THE CENTERLINE OF 50 FOOT WIDE PINE STREET; THE ABOVE DESCRIBED LAND ADJOINING AND LYING NORTHWEST OF BLOCK 19 OF MAP OF ARCHER, FLORIDA, AS RECORDED IN PLAT BOOK A, PAGE 83-1/2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.



CITY OF ARCHER

VII. New Business

Agenda Item 5: Bread of the Mighty Food Bank, Request to Resume 1x Month Food Giveaway

Staff Recommendation: Resume the food giveaways from the Bread of the Might Food Bank one time a month. We contacted Farm Share in October, they indicated we could not get on the schedule until next year. We have not heard anything further about scheduling for the first quarter of 2024.

Commissioner Action: Open for Discussion Public Comments Closed for Discussion

Action: Approve/Disapprove Staff Recommendation



VIII. Reports, Correspondence, Communications:

No Reports

Commissioner Action: None required