



CITY OF ARCHER

Mayor: Iris Bailey

Vice-Mayor: Kathy Penny

Commissioners: Fletcher Hope, Joan White, Marilyn Green

City Manager: Charles A. (Tony) Hammond CCM

December 11, 2023

6:00 P.M.

JUNIOR CITY
COMMISSION MEETING

ARCHER CITY HALL

Join Zoom Meeting

<https://us02web.zoom.us/j/89299891946?pwd=bVk5Qk0yMUdGT1VMS2crSytyOE9ydz09>

Meeting ID: 892 9989 1946

Passcode: 624291

Dial by your location

- +1 305 224 1968 US
- +1 646 931 3860 US
- +1 301 715 8592 US
- +1 309 205 3325 US
- +1 312 626 6799 US

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

Tel: (352)495-2880

Fax (352)495-2445

CALL TO ORDER
PRAYER
PLEDGE OF ALLEGIANCE

JCC Mayor Jasmine Armstrong
Commissioner Skylar Vazquez
Commissioner Nirja Patel

I. New Business

A. School News - Mrs. Hartwell **Commissioners Mya Valdez and Skylar Vazquez**

B. School Clubs

Math Club - Mrs. Dewalt and Mrs. Outcalt	Commissioner Charla Todd
Spanish Club - Senora Bennett	Commissioner Samuel Bello
Book Club - Dr. Filippi	Mayor Jasmine Armstrong
Robotics Club - Ms. Buigas and Ms. Hanson	Commissioner Mya Valdez
Good News Club	Commissioner Skylar Vazquez
Girls on the Run - Mrs. Bailey	Vice Mayor Nirja Patel

C. Library News - Mrs. Thompson **Mayor Jasmine Armstrong and Vice Mayor Nirja Patel**

D. JCC Service Project Updates **Commissioners Samuel Bello and Charla Todd**

II. Other business

III. Citizens Comments

IV. Motion to Adjourn

6:30 P.M.

CITY COMMISSION
MEETING

ARCHER CITY HALL

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 November 13, 2023, City Commission Meeting

Agenda Item 2: Statement of Revenue and Expenditures

Agenda Item 3: Resolution No 2023-45, Amendment to an Agreement Between City of Archer and Next Green, LLC, Parcel ID 05020-003-000

II. Guest

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

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. Food Distribution on Tuesday, December 12, around 12:30pm, Maddox Park

B. City of Archer & St. Phillip Lodge #55, Christmas Toy Drive, 11am-2pm, Parade Line up at 4pm at City Hall, Parade Starts at 5pm ending at Wilson Robinson Park Followed by Tree Lighting on Saturday, December 16, 2023

C. City Hall will be Closed on Monday, December 25, 2023, in Observation of Christmas Holiday

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

Tel: (352)495-2880

Fax (352)495-2445

- D. City Hall will be Closed on Monday, January 1, 2024, in Observation of New Years Holiday
- E. City Commission Meeting on Monday, January 8, 2024, at 6pm, City Hall

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)

VII. New Business

Agenda Item 1: Wastewater Interlocal Agreement with City of Newberry*

Agenda Item 2: Resolution No. 2023-44, Issuance by the City of its Revenue Note, Series 2023 in a Principal Amount of not to Exceed from Time to Time \$1,500,000 and Entering into a Revolving Credit Agreement with Ameris Bank for Certain Wastewater Projects

Agenda Item 3: Right-of-Way Permit, Worldwide Fiber for Cox Cable

Agenda Item 4: Resolution No 2023-32, 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

VIII. Reports, Correspondence, Communication

None

IX. City Managers Report

X. Attorney Report

XI. Commissioners Report

XII. Public Comment Period

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

- 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 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

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

Tel: (352)495-2880

Fax (352)495-2445



CITY OF ARCHER

I. Consent Agenda

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

Agenda Item 2: Statement of Revenue and Expenditures

Agenda Item 3: Resolution No 2023-45, Amendment to an Agreement Between City of Archer and Next Green, LLC, Parcel ID 05020-003-000

Staff Recommendation: Approve Agenda Items 1-3

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

CITY COMMISSION MEETING MINUTES

Monday, November 13, 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 6:30pm:	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	Fletcher Hope
	Marilyn Green

Absent:	Joan White
---------	------------

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

MOTION

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

No public comment

Motion Carried: 4-0

ADDITIONS OR DELETIONS TO THE AGENDA

City Manager Hammond requested to add Jenn Garrett under Guest, agenda item #1, move agenda item 5 under New Business to agenda item #1.

ADOPTION OF AGENDA

Commissioner Hope motioned to adopt the agenda with the changes, seconded by Commissioner Green.

Public comment: Roberta Lopez

Motion Carried: 4-0

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

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

Public comment: Laurie Costello

Motion Carried: 4-0

II. Guest

Agenda Item 1: Jenn Garrett-Running for Alachua County Commission, District 3

Ms. Garrett introduced herself, for more information, feel free to email her at jennfordistrict3@gmail.com

Agenda Item 2: Felicity Appel, Kimley-Horn-Updates

There are no major updates on wastewater or the water projects. Attend a meeting with the Army Corp of Engineers, working on a project for stormwater. Existing ponds and a new one on Depot Street. Working on the interlocal agreement for wastewater, weekly meetings with outside counsel. The Historical grant is due in April 2024. Applying for T-Mobile grant for the town clock and marquee sign.

Agenda Item 3: Hartley Rowe, Discussion on Plans for Property Located at 16441 SW 139th Ave.

Mr. Rowe stated the lien originated from 2020, the lien was not recorded until 2022, he stated the lien is not valid. This is a 2.5-million-dollar project he is wanting to bring to Archer. Plans are for 28 new mobile homes on the property.

City Attorney Adams reviewed the options to the Commission, release the lien or not and the lien is valid.

Agenda Item 4: BMERCO Cemetery, Request for City Water at No Charge

Mrs. Lopez reviewed the background of the cemetery. Patricia Wiggins is in full agreement with Mrs. Lopez. City Attorney Adams stated that we would need to amend our Ordinance to create free water exception/s.

MOTION

Commissioner Hope motioned for legal counsel to move forward with amending the Ordinance, to include historical significance in the language, seconded by Vice Mayor Penny.

Commissioner Hope amended the motion to add a parameter for the city manager to cut-off if water usage is high and water abuse & use, seconded by Vice Mayor Penny.

Public comment: Bob Kasicki

Motion Failed: 1-3 (Hope consenting)

Mr. Ron Smith from St. Phillips Lodge #55 stated they are also requesting a monetary donation, tables, chairs, facilities, ice, same as last year from the City.

The City has purchased some bikes, the donation last year was \$2,000.

III. Public Announcements

None

IV. Public Comment

Roberta Lopez, Mr. Perry, Bob Kasicki, Bill Lewandowski, Laurie Costello, Tangie Green

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
- 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 (first reading)
City Attorney Adams read Ordinance No. 02-2023 by title only.
Commissioner Hope motioned to approve Ordinance No. 02-2023, seconded by Vice Mayor Penny.
No public comment
Motion Carried: 4-0

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
City Attorney Adams read Resolution No 2023-32 by title only.
Commissioner Hope motioned to table Resolution No 2023-32 for the city attorney to bring back more information, seconded by Commissioner Green.
No public comment
Motion Carried: 4-0

VII. New Business

Agenda Item 1: Bread of the Mighty Food Bank, Request to Resume 1x Month Food Giveaway
Mr. Patrick Dodds, executive director for two and a half years with the Bread of the Mighty Food Bank, Mr. Dodds is proposing we resume the food distributions every other week in Archer. They plan on partnering to provide nutrition education, food recipes that can be implemented in the future.
Cox has offered to pay for all of the 2024 compensation. The Bread of the Mighty can deliver some of the food to Archer. Continue the partnership with the City of Archer. Public Works with volunteers will be responsible for one time a month and Bread of the Mighty with volunteers the other time, starting in January 2024. We plan on doing one in December 2023.
MOTION
Commissioner Green motioned to adopt the plan with Cox in mid-December, resume one time a month Public Works- one time a month Bread of the Mighty beginning January 2024, seconded by Vice Mayor Penny.
Public comment: Laurie Costello, Roberta Lopez
Motion Carried:4-0

Agenda Item 2: Resolution No 2023-20, Approving the Amended Tree Sponsorship Interlocal Agreement Between the City of Archer and Alachua County

City Attorney Adams read Resolution No 2023-20 by title only.

Commissioner Hope motioned to approve Resolution No 2023-20, seconded by Vice Mayor Penny.
No public comment

Motion Carried: 4-0

Agenda Item 3: 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
City Attorney Adams read Resolution No 2023-41 by title only.

Commissioner Green motioned to approve Resolution No 2023-41, seconded by Commissioner Hope for discussion.

Commissioner Green amended the motion to table until the next meeting, seconded by Commissioner Hope.

Public comment: Bill Lewandowski

Motion Carried: 4-0

Agenda Item 4: 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

City Attorney Adams read Resolution No 2023-42 by title only.

Commissioner Hope motioned to approve Resolution No 2023-42, seconded by Commissioner Green.

Public comment: Laurie Costello

Motion Carried: 4-0

Agenda Item 5: 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

City Attorney Adams read Resolution No 2023-43 by title only.

Commissioner Hope motioned to approve Resolution No 2023-43, seconded by Vice Mayor Penny.

Public comment: Laurie Costello

Motion Carried: 4-0

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 my period this month: Cindy was not feeling well, I will get the OT report to you at a later date.
2. The staff is continuing with the food drive at Maddox Park. We had 3 in October, and 2 scheduled for November. They as always are extremely successful, as of now, the next Farm Share has not been scheduled.
3. Courtesy Letters/Code Violations: (These 3 violations will go before the magistrate on 11/28/23)
 - CV 16376 SW 134th Ave. Unpermitted livestock (roosters)
 - CV 12679 SW 167th Dr., overgrown yard, litter, trash, garbage, dilapidated structure
 - CV 11578 SW 169th Way, overgrown yard, litter, trash, garbage
4. Although I did not attend the ICMA Conference this year, I received my 25-year Service Award along with 9 other individuals. (See email attached)
5. Per Commissioner Hope the following update is provided on the Community Center:
 - Floors have been stripped and polished

- New LED overhead lights have been installed
 - New custom fit blinds have been installed
 - The stage floor has been painted
 - The front door has been fixed, not replaced
 - Although we had a third party inspect the Community Center for termites, we have still not received his written report. We have called his office on three separate occasions but are still waiting for the official report.
6. First off, I would like to thank our entire staff for the work they did putting the Trunk or Treat together, it was such a great success, in addition, for their help putting together the Veterans Day Ceremony. Cleaned up by the shop to get ready for new fencing to house the motor grader, started looking for old meters and lines in the old trailer park, repaired leaks at SW 134 Ave., and CR 346. Had to do about 74 or 75 water locates for all the new power poles. Prepared for trunk or treat. Repaired the apron on SW 174th St. and completed the food give away. When you see our Public Works Department out and about, Thank Them for What They Do. They work hard to keep our city going.

X. Attorney Report

Their office is hosting the Ethics training on December 6th, 4-8pm at Folds Walker office.

XI. Commissioners Report

Commissioner Hope

Continues to represent the City at the NCFPC meetings.

Attended two Veterans Day events, very nice events.

The MTPO is making changes to their board, there is a new mix of involvement.

Attended the NAACP banquet on Sunday, November 12th. Connie Lee was recognized at the banquet.

Commissioner Green

Attended the NAACP banquet.

Attended the City's Veterans Day event, it was very nice.

Archer Elementary is trying to eliminate transportation if you live less than 2 miles from school.

Vice Mayor Penny

Attended the City's Trunk or Treat event, really enjoyed it and there was an awesome turnout.

Attended a Trunk or Treat event at the YMCA.

Attended the City's Veterans Day event.

Attended the Veterans Day event in Newberry, the Diamond Divas & Gents performed.

Attended the NAACP banquet.

Mayor Bailey

Attended the City's Veterans Day event.

Attended the NAACP banquet.

The next Town Hall meeting will be held in February 2024.

Would like the Commission to come up with events for next year, bring to the next meeting so we can make a list. Christmas, Veterans Day, Trunk or Treat, Fourth of July, Health Fair, etc.

XII. Public Comment Period

Roberta Lopez, Bill Lewandowski, Laurie Costello, Charles Tufano

XIII. Adjournment

Mayor Bailey adjourned the meeting at 9:35 pm.

Charles Hammond, City Manager

Iris Bailey, Mayor

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: 11/30/23
Current Period: 11/01/23 to 11/30/23
Prior Year: 11/01/22 to 11/30/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
001-314-800	Utility Service Tax - Propane	0.00	0.00	201.89	201.89	201.89	0
001-316-000	Local Business Tax (Ch205)	0.00	0.00	937.50	1,862.50	1,862.50	0
001-323-700	Franchise Fee (Solid Waste)	0.00	0.00	1,465.62	1,465.62	1,465.62	0
001-324-710	Lien Search Fee	0.00	0.00	0.00	50.00	50.00	0
001-329-000	Zoning Verification Fee (Other)	0.00	0.00	100.00	225.00	225.00	0
001-341-900	Other Govt Service(Notary,Fax)	0.00	0.00	0.00	32.00	32.00	0
001-341-910	Laurel Hill Cemetery	0.00	0.00	1,000.00	1,000.00	1,000.00	0
001-360-000	Miscellaneous Revenues	0.00	0.00	20.00	20.00	20.00	0
001-361-100	Interest and Other Earnings	0.00	0.00	40.00	40.00	40.00	0
001-362-200	Community Center Rental Fees	0.00	0.00	800.00	300.00	300.00	0
001-362-221	Wilson Robinson Park Rental Fee	0.00	0.00	100.00	200.00 -	200.00 -	0
001-366-910	Recreation (Sponsors)	0.00	0.00	300.00	300.00	300.00	0
001-366-915	Recreation (Fundraisers)	0.00	0.00	100.00	300.00	300.00	0
	General Revenue Totals	0.00	0.00	5,065.01	5,597.01	5,597.01	0
Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
001-0000-500-000	Expenses	0.00	0.00	0.00	0.00	0.00	0
001-0000-511-000	Legislative	0.00	0.00	0.00	0.00	0.00	0
001-0000-511-600	Chambers Maintenance	0.00	0.00	0.00	1,134.50	1,134.50 -	0
001-0000-511-800	City Events/Donations	0.00	0.00	131.06	343.10	343.10 -	0
001-0000-511-810	Costello vs City of Archer	0.00	0.00	2,462.69	2,462.69	2,462.69 -	0
001-0000-512-000	Executive	0.00	0.00	0.00	0.00	0.00	0
001-0000-512-010	City Manager Salary (1/2 w/WF)	0.00	0.00	700.00	700.00	700.00 -	0
001-0000-513-000	Financial & Administration	0.00	0.00	0.00	0.00	0.00	0
001-0000-513-120	Administration Salaries	0.00	0.00	2,100.00	2,100.00	2,100.00 -	0

CITY OF ARCHER
Statement of Revenue and Expenditures

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
001-0000-513-430	Utilities (City Hall)	0.00	0.00	0.00	134.85	134.85 -	0
001-0000-513-490	Legal Advertising	0.00	0.00	410.00	1,323.88	1,323.88 -	0
001-0000-513-510	Admin Office	0.00	0.00	1,104.80	1,157.53	1,157.53 -	0
001-0000-515-000	CONTROL ACCOUNT	0.00	0.00	0.00	0.00	0.00	0
001-0000-515-310	Comprehensive Planning Costs	0.00	0.00	750.00	2,500.00	2,500.00 -	0
001-0000-519-000	Other General Government Serv	0.00	0.00	0.00	0.00	0.00	0
001-0000-519-310	Professional Services	0.00	0.00	0.00	2,100.00	2,100.00 -	0
001-0000-519-320	IT	0.00	0.00	0.00	698.00	698.00 -	0
001-0000-539-000	Cemetery	0.00	0.00	0.00	0.00	0.00	0
001-0000-539-010	Cemetery (Contract Mowing)	0.00	0.00	582.00	582.00	582.00 -	0
001-0000-541-000	Street Expenses	0.00	0.00	0.00	0.00	0.00	0
001-0000-541-120	Street Salaries	0.00	0.00	3,150.00	3,150.00	3,150.00 -	0
001-0000-541-460	Vehicle (Maintenance)	0.00	0.00	0.00	138.56	138.56 -	0
001-0000-541-530	Street Maintenance	0.00	0.00	6,210.50	7,901.64	7,901.64 -	0
001-0000-572-000	Parks & Recreation Expense	0.00	0.00	0.00	0.00	0.00	0
001-0000-572-620	Rec (Maintenance,Supplies)	0.00	0.00	356.79	356.79	356.79 -	0
001-0000-572-655	Rec (Travel,Fees,Dues)	0.00	0.00	0.00	850.00	850.00 -	0
001-0000-572-665	Rec (Uniforms)	0.00	0.00	363.60	2,288.20	2,288.20 -	0
001-0000-575-000	Community Center Expenses	0.00	0.00	0.00	0.00	0.00	0
001-0000-575-100	Community Center (Utilities)	0.00	0.00	0.00	134.85	134.85 -	0
001-0000-575-510	Community Center (Maintenance)	0.00	0.00	0.00	228.19	228.19 -	0
001-0000-575-520	Community Center (Other)	0.00	0.00	1,953.07	1,953.07	1,953.07 -	0
001-0000-579-100	Veteran Memorial Maintenance	0.00	0.00	0.00	608.00	608.00 -	0
	General Expenditure Totals	0.00	0.00	20,274.51	32,845.85	32,845.85 -	0
001 General			Prior	Current	YTD		
Revenues:		0.00	0.00	5,065.01	5,597.01		

CITY OF ARCHER
Statement of Revenue and Expenditures

Expenditures:	0.00	20,274.51	32,845.85
Net Income:	0.00	15,209.50 -	27,248.84 -

CITY OF ARCHER
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
401-343-800	Cemetery	0.00	0.00	1,000.00	1,000.00	1,000.00	0
401-361-900	Water New Connection Fees	0.00	0.00	200.00	200.00	200.00	0
	Water Revenue Totals	0.00	0.00	1,200.00	1,200.00	1,200.00	0
Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
401-0000-533-000	Water Fund Expenses	0.00	0.00	0.00	0.00	0.00	0
401-0000-533-100	Water Fund Salaries	0.00	0.00	1,050.00	1,050.00	1,050.00 -	0
401-0000-533-400	Office Supplies	0.00	0.00	0.00	532.00	532.00 -	0
401-0000-533-510	Pump House Maintenance	0.00	0.00	1,108.00	2,000.00	2,000.00 -	0
401-0000-533-530	Chemicals	0.00	0.00	828.68	828.68	828.68 -	0
401-0000-533-600	Professional Services (Water)	0.00	0.00	0.00	3,263.50	3,263.50 -	0
401-0000-533-610	Vehicle Maintenance	0.00	0.00	0.00	10,524.52	10,524.52 -	0
	Water Expenditure Totals	0.00	0.00	2,986.68	18,198.70	18,198.70 -	0

401 Water	Prior	Current	YTD
Revenues:	0.00	1,200.00	1,200.00
Expenditures:	0.00	2,986.68	18,198.70
Net Income:	0.00	1,786.68 -	16,998.70 -

Grand Totals	Prior	Current	YTD
Revenues:	0.00	6,265.01	6,797.01
Expenditures:	0.00	23,261.19	51,044.55
Net Income:	0.00	16,996.18 -	44,247.54 -

Vendor Range: First to Last Status: Active
 Report Type: All
 Threshold Amount: 0.00 Include Tax Id: Y Contracts: N Bid: Y State: Y Other: Y Exempt: Y
 Date Range Type: Both First Enc Date Range: 11/01/23 to 11/30/23 Paid Date Range: 10/01/23 to 12/07/23

Vendor # Name	Status	1099 Type	Tax Id	1099	
First P.O. # Item Description	Prch. Type	Status	Invoice	Excl	
Enc Date Contract Id Account Type Charge Account	Account Description			Amount	
ALACH010 ALACHUA COUNTY Active					
11/07/23 23-00108 1 record Budget	001-0000-513-510	other	Pd Ck: 4101 11/09/23 1159859	381.00	
			Admin Office		
Total Open P.O.: Bid:	0.00	State: 0.00	Other: 0.00	Exempt: 0.00	All: 0.00
Total Paid P.O.:	0.00	0.00	381.00	0.00	381.00
Vendor P.O. Total:	0.00	0.00	381.00	0.00	381.00
ALACH065 ALACHUA TODAY Active					
11/20/23 23-00129 1 ROP LDC 23.01 3RD Budget	001-0000-513-490	other	Pd Ck: 4118 11/20/23 2595	410.00	
			Legal Advertising		
Total Open P.O.: Bid:	0.00	State: 0.00	Other: 0.00	Exempt: 0.00	All: 0.00
Total Paid P.O.:	0.00	0.00	410.00	0.00	410.00
Vendor P.O. Total:	0.00	0.00	410.00	0.00	410.00
ALLEN010 ALLEN, TOUSHA Active					
11/07/23 23-00107 1 REFUND DEPOSIT WRP 9/23/23 Revenue	001-362-221	other	Pd Ck: 4102 11/09/23 REFUND 11723	100.00	
			Wilson Robinson Park Rental Fee		
Total Open P.O.: Bid:	0.00	State: 0.00	Other: 0.00	Exempt: 0.00	All: 0.00
Total Paid P.O.:	0.00	0.00	100.00	0.00	100.00
Vendor P.O. Total:	0.00	0.00	100.00	0.00	100.00
AMERI030 AMERIS BANK Active					
11/13/23 23-00124 1 Christmas Bonus Budget	001-0000-512-010	other	Pd Ck: 3176 11/13/23 2023	350.00	
			City Manager Salary (1/2 w/WF)		
11/13/23 23-00124 2 Christmas Bonus Budget	001-0000-513-120	other	Pd Ck: 3176 11/13/23 2023	1,050.00	
			Administration Salaries		
11/13/23 23-00124 3 Christmas Bonus Budget	001-0000-541-120	other	Pd Ck: 3176 11/13/23 2023	1,050.00	
			Street Salaries		
11/13/23 23-00124 4 Christmas Bonus Budget	401-0000-533-100	other	Pd Ck: 3176 11/13/23 2023	1,050.00	
			Water Fund Salaries		
Total Open P.O.: Bid:	0.00	State: 0.00	Other: 0.00	Exempt: 0.00	All: 0.00
Total Paid P.O.:	0.00	0.00	3,500.00	0.00	3,500.00
Vendor P.O. Total:	0.00	0.00	3,500.00	0.00	3,500.00
BSNSP005 BSN SPORTS Active					
11/09/23 23-00113 1 SOCKS & BELTS Budget	001-0000-572-665	other	Pd Ck: 4103 11/09/23 923029330	363.60	
			Rec (Uniforms)		
Total Open P.O.: Bid:	0.00	State: 0.00	Other: 0.00	Exempt: 0.00	All: 0.00
Total Paid P.O.:	0.00	0.00	363.60	0.00	363.60
Vendor P.O. Total:	0.00	0.00	363.60	0.00	363.60

Vendor # Name	Status	1099 Type	Tax Id	Invoice	Amount	1099 Excl
First P.O. # Item Description		Prch. Type Status				
Enc Date Contract Id Account Type Charge Account		Account Description				
DAVES010 DAVE SYMONDS & ASSOCIATES INC	Active					
11/09/23 23-00119 1 AQUA GOLD		Other	Pd ck: 3172 11/09/23	33455	828.68	
Budget 401-0000-533-530			Chemicals			
Total Open P.O.: Bid:	0.00	State:	0.00	Other:	0.00	Exempt:
Total Paid P.O.:	0.00		0.00		828.68	0.00
Vendor P.O. Total:	0.00		0.00		828.68	0.00
FASON005 FASON ELECTRIC INC	Active	Non Employee	11-3705856			
11/09/23 23-00112 1 CONTROLS AT WELL #1		Other	Pd ck: 3173 11/09/23	6834	1,108.00	
Budget 401-0000-533-510			Pump House Maintenance			
11/09/23 23-00121 1 WELL PUMP 1 FAN REPLACEMENT		Other	Open		470.00	
Budget 401-0000-533-510			Pump House Maintenance			
Total Open P.O.: Bid:	0.00	State:	0.00	Other:	470.00	Exempt:
Total Paid P.O.:	0.00		0.00		1,108.00	0.00
Vendor P.O. Total:	0.00		0.00		1,578.00	0.00
FOLDS005 FOLDS & WALKER TRUST ACCOUNT	Active		59-1004604			
11/20/23 23-00127 1 Next Green llc		Other	Pd ck: 4119 11/20/23	FILE # 2023-14	2,462.69	
Budget 001-0000-511-810			MISC LEGAL FEES			
Total Open P.O.: Bid:	0.00	State:	0.00	Other:	0.00	Exempt:
Total Paid P.O.:	0.00		0.00		2,462.69	0.00
Vendor P.O. Total:	0.00		0.00		2,462.69	0.00
GATOR020 GATORLAND KUBOTA	Active					
11/07/23 23-00110 1 CHAINS & BALDES		Other	Pd ck: 4104 11/09/23	SEPT 2023	394.48	
Budget 001-0000-541-530			Street Maintenance			
11/09/23 23-00115 1 SERVICE		Other	Pd ck: 4104 11/09/23	w0216743	80.55	
Budget 001-0000-541-530			Street Maintenance			
Total Open P.O.: Bid:	0.00	State:	0.00	Other:	0.00	Exempt:
Total Paid P.O.:	0.00		0.00		475.03	0.00
Vendor P.O. Total:	0.00		0.00		475.03	0.00
KENNA005 KENNARD ACE HARDWARE	Active					
11/20/23 23-00128 1 OCT 23		Other	Pd ck: 4122 11/20/23	OCT 23	131.06	
Budget 001-0000-511-800			City Events/Donations			
11/20/23 23-00128 2 OCT 23		Other	Pd ck: 4122 11/20/23	OCT 23	385.47	
Budget 001-0000-541-530			Street Maintenance			
11/20/23 23-00128 3 OCT 23		Other	Pd ck: 4122 11/20/23	OCT 23	356.79	
Budget 001-0000-572-620			Rec (Maintenance,Supplies)			
Total Open P.O.: Bid:	0.00	State:	0.00	Other:	0.00	Exempt:
Total Paid P.O.:	0.00		0.00		873.32	0.00
Vendor P.O. Total:	0.00		0.00		873.32	0.00
MYBLI005 MY BLIND & SHUTTER STORE	Active					
11/09/23 23-00111 1 CC BLINDS		Other	Pd ck: 4105 11/09/23	1572	1,632.70	
Budget 001-0000-575-520			Community Center (Other)			

Vendor # Name	Status	1099 Type	Tax Id	1099
First P.O. # Item Description		Prch. Type Status	Invoice	Excl
Enc Date Contract Id Account Type Charge Account		Account Description	Amount	
MYBLI005 MY BLIND & SHUTTER STORE	Continued			
Total Open P.O.: Bid:	0.00 State:	0.00 other:	0.00 Exempt:	0.00 All:
Total Paid P.O.:	0.00	0.00	1,632.70	0.00 1,632.70
Vendor P.O. Total:	0.00	0.00	1,632.70	0.00 1,632.70
NCENT005 NORTH CENTRAL FL REGIONAL PLAN	Active			
11/09/23 23-00120 1 MEMBER DUES 10/1/23-9/30/24	other	Pd ck: 4106 11/09/23 9375		750.00
Budget 001-0000-515-310		Comprehensive Planning Costs		
Total Open P.O.: Bid:	0.00 State:	0.00 other:	0.00 Exempt:	0.00 All:
Total Paid P.O.:	0.00	0.00	750.00	0.00 750.00
Vendor P.O. Total:	0.00	0.00	750.00	0.00 750.00
PETTY005 PETTY CASH-AMERIS	Active			
11/13/23 23-00125 1 Christmas Bonus	other	Pd ck: 3177 11/13/23 2023		350.00
Budget 001-0000-512-010		City Manager Salary (1/2 w/WF)		
11/13/23 23-00125 2 Christmas Bonus	other	Pd ck: 3177 11/13/23 2023		1,050.00
Budget 001-0000-513-120		Administration Salaries		
11/13/23 23-00125 3 Christmas Bonus	other	Pd ck: 3177 11/13/23 2023		1,050.00
Budget 001-0000-541-120		Street Salaries		
11/13/23 23-00125 4 Christmas Bonus	other	Pd ck: 3177 11/13/23 2023		1,050.00
Budget 001-0000-541-120		Street Salaries		
Total Open P.O.: Bid:	0.00 State:	0.00 other:	0.00 Exempt:	0.00 All:
Total Paid P.O.:	0.00	0.00	3,500.00	0.00 3,500.00
Vendor P.O. Total:	0.00	0.00	3,500.00	0.00 3,500.00
SIMED005 SIMEDHEALTH	Active			
11/09/23 23-00114 1 DRUG SCREEN	other	Pd ck: 4107 11/09/23 080823		54.00
Budget 001-0000-513-510		Admin Office		
Total Open P.O.: Bid:	0.00 State:	0.00 other:	0.00 Exempt:	0.00 All:
Total Paid P.O.:	0.00	0.00	54.00	0.00 54.00
Vendor P.O. Total:	0.00	0.00	54.00	0.00 54.00
SKINN005 SKINNER SITE SOLUTIONS	Active	Non Employee	842176669	
11/07/23 23-00109 1 REPAIR RETENTION POND	other	Pd ck: 4108 11/09/23 100923		350.00
Budget 001-0000-541-530		Street Maintenance		
11/09/23 23-00123 1 EXTENSIION TO PW	other	Pd ck: 4113 11/09/23 11923A		5,000.00
Budget 001-0000-541-530		Street Maintenance		
Total Open P.O.: Bid:	0.00 State:	0.00 other:	0.00 Exempt:	0.00 All:
Total Paid P.O.:	0.00	0.00	5,350.00	0.00 5,350.00
Vendor P.O. Total:	0.00	0.00	5,350.00	0.00 5,350.00
SUNBE010 SUNBELT RENTALS, INC.	Active			
11/09/23 23-00118 1 RENT LIFT	other	Pd ck: 4109 11/09/23 146465093-0001		320.37
Budget 001-0000-575-520		Community Center (Other)		
Total Open P.O.: Bid:	0.00 State:	0.00 other:	0.00 Exempt:	0.00 All:
Total Paid P.O.:	0.00	0.00	320.37	0.00 320.37
Vendor P.O. Total:	0.00	0.00	320.37	0.00 320.37

Vendor # Name	Status	1099 Type	Tax Id	Invoice	Amount	1099 Excl
First P.O. # Item Description	Prch. Type	Status	Account Description			
Enc Date Contract Id Account Type Charge Account						
U-000001 WIGGS, LASHAWN	Active					
11/01/23 23-00106 1 UTILITY REFUND water	Other	Pd ck:	3171 11/01/23 924-0		43.68	
Revenue 401-206-000			Customer Refunds Payable flow thru			
Total Open P.O.: Bid:	0.00	State:	0.00	Other:	0.00	Exempt:
Total Paid P.O.:	0.00		0.00		43.68	0.00
Vendor P.O. Total:	0.00		0.00		43.68	0.00
		All:				0.00
						43.68
						43.68
UNIFI005 UNIFIRST	Active					
11/09/23 23-00116 1 RUGS	Other	Pd ck:	4110 11/09/23 JULY/AUG/SEPT		669.80	
Budget 001-0000-513-510			Admin Office			
Total Open P.O.: Bid:	0.00	State:	0.00	Other:	0.00	Exempt:
Total Paid P.O.:	0.00		0.00		669.80	0.00
Vendor P.O. Total:	0.00		0.00		669.80	0.00
		All:				0.00
						669.80
						669.80
WESTF005 WEST FARMS, INC	Active					
11/09/23 23-00117 1 MOWING	Other	Pd ck:	4111 11/09/23 98355		582.00	
Budget 001-0000-539-010			Cemetery (Contract Mowing)			
Total Open P.O.: Bid:	0.00	State:	0.00	Other:	0.00	Exempt:
Total Paid P.O.:	0.00		0.00		582.00	0.00
Vendor P.O. Total:	0.00		0.00		582.00	0.00
		All:				0.00
						582.00
						582.00
Total Vendors: 19	Total Open P.O.:	470.00	Total Paid P.O.:	23,404.87	Total Open & Paid:	23,874.87

RESOLUTION NO 2023 - 45

CITY OF ARCHER, FLORIDA

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO AN 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 AMENDMENT; 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 AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; 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 City adopted Resolution 2023-43 adopting the terms of a new purchase and sale agreement for the purchase of vacant land (the "Renewal Agreement"); and

WHEREAS, the City and Owner desire to amend the terms of the Renewal Agreement so the purchase price of the Property includes an amount equal to Owner's liability for 2023 ad valorem taxes; and

WHEREAS, the Owner and the City desire to enter into that certain amendment to the Renewal

Agreement (the “Amendment”); and

WHEREAS, acquiring the Property by adopting the terms of the Amendment 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 Amendment is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Amendment 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. 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
5. 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
6. 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
7. The City Manager is authorized and directed to spend such sums of money not to exceed \$3,300 to purchase the Property and give effect to the terms and intent of the Agreement; and
8. 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
9. 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 December, 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




Addendum to Contract

Addendum No. 1 to the Contract with the Effective Date of November 29, 2023 between
Next Green LLC (Seller)
and City Of Archer (Buyer)
concerning the property described as: See attached legal and survey

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

The Parties hereto affirm and restate the terms of the Vacant Land Agreement having an Effective Date of November 29, 2023, subject to the following amendments thereto Purchase Price is \$2,245 and Closing date to be on or before December 29, 2023.

EXHIBIT B

DocuSigned by:

B109B8B05FF04E0...

Buyer: _____
Buyer: _____
Seller: _____
Seller: _____

Date: 11/29/2023
Date: _____
Date: _____
Date: _____




Addendum to Contract

Addendum No. 1 to the Contract with the Effective Date of November 29, 2023 between
Next Green LLC (Seller)
 and City Of Archer (Buyer)
 concerning the property described as: See attached legal and survey

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

The Parties hereto affirm and restate the terms of the Vacant Land Agreement having an Effective Date of November 29, 2023, subject to the following amendments thereto Purchase Price is \$2,245 and Closing date to be on or before December 29, 2023.

Buyer: 
 Buyer: _____
 Seller: _____
 Seller: _____

Date: 11/29/2023
 Date: _____
 Date: _____
 Date: _____

File No./Escrow No.: 2023-14
 Print Date & Time: 12/06/2023 12:54 PM
 Officer/Escrow Officer: Clay Martin
 Settlement Location: 527 E. University Avenue
 Gainesville FL 32601

Folds Walker, LLC
527 E. University Avenue
Gainesville, FL 32601

Property Address: SW 135th Lane, Archer, FL 32618
 Buyer: City of Archer, Florida
 Seller: Next Green, LLC
 Lender:
 Settlement Date: December 13, 2023
 Disbursement Date: December 13, 2023
 Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	2,245.00	Contract Sales Price	2,245.00	
		Prorations/Adjustments		
	33.73	County taxes from 12/13/2023 to 12/31/2023	33.73	
	69.70	Non-Ad Valorem from 12/13/2023 to 09/30/2024	69.70	
		Loan Charges to		
		Other Loan Charges		
		Impounds		
		Title Charges & Escrow / Settlement Charges		
		Settlement Fee to Folds Walker, LLC	600.00	
		Title Search Fee to Old Republic National Title Insurance Co.	125.00	
		E-Recording & Express Delivery Fees to Folds Walker, LLC	60.00	
		Title Insurance to Old Republic National Title Insurance Company/ATFS	100.00	
		Commission		
		Government Recording and Transfer Charges		
		Deed: \$27.00 to Alachua County Clerk of the Court	27.00	

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
16.10		State tax/stamps: to Alachua County Clerk of the Court		
27.00		Affidavit to Alachua County Clerk of the Court		
18.50		Affidavit to Alachua County Clerk of the Court		
10.00		Death Certificate to Alachua County Clerk of the Court		
		Payoff(s)		
		Miscellaneous		
742.61		2023 Ad Valorem Taxes to Alachua County Tax Collector		
10.00		Obtain Copy of Death Certificate to Alachua County Health Department		
Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
824.21	2,348.43	Subtotals	3,260.43	
		Due From Buyer		3,260.43
1,524.22		Due To Seller		
2,348.43	2,348.43	Totals	3,260.43	3,260.43

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Folds Walker, LLC to cause the funds to be disbursed in accordance with this statement.

City of Archer, Florida

By: _____
Charles A. Hammond, City Manager

Next Green, LLC

By: _____
Justin Green, Managing Member

Escrow Officer

Closing Statement Addendum

Seller: **Next Green, LLC, a Florida Limited Liability Company**
Buyer: **City of Archer, Florida, a Corporation**
Property: **SW 135th Lane, Archer, FL 32618**
Closing Agent: **Folds Walker, LLC**
Closing Date: **December 13, 2023**
File Number: **2023-14**

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The party responsible for payment of a particular charge or mortgage shall be responsible for any shortages asserted after the closing and shall promptly satisfy same. Buyer and Seller certify all conditions and contingencies of the purchase and sales agreement in this transaction have been met or are hereby waived. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

Buyer:
City of Archer, Florida

By: _____
Charles A. Hammond, City Manager
Date: _____

Seller:
Next Green, LLC

By: _____
Justin Green, Managing Member
Date: _____

Error And Omissions/Compliance Agreement

Buyer: City of Archer, Florida
Seller: Next Green, LLC, a Florida Limited Liability Company
Property: SW 135th Lane, Archer, FL 32618
Closing Date: December 13, 2023
Closing Agent: Folds Walker, LLC

The undersigned for and in consideration of the above-referenced Closing Agent this date closing the above referenced transaction agrees, if requested by Closing Agent, to fully cooperate and adjust for clerical errors, omissions, mistakes, or corrections required on any or all closing documentation if deemed necessary or desirable in the reasonable discretion of Closing Agent.

The undersigned do hereby so agree and covenant in order to assure that the transaction documentation executed this date will conform and be acceptable in the marketplace.

EFFECTIVE DATE: December 13, 2023

Charles A. Hammond

Justin Green

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of December, 2023 by Charles A. Hammond who is personally known or has produced driver licenses as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of December, 2023 by Justin Green who is personally known or has produced driver licenses as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

Closing Affidavit

Entity or Fiduciary Buyer/Borrower

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Charles A. Hammond (“Affiant”) City Manager of/under City of Archer, Florida, a Florida municipality (“Buyer/Borrower”), who deposes and says under penalties of perjury that:

1. Property. Buyer/Borrower will be or is the owner of the certain real property (the “Property”) described as:
See Exhibit “A”
(attached)
2. No Lien. There have been no improvements, alterations or repairs to the Property during the last ninety (90) days, for which the cost thereof remains unpaid except for: None.
3. Gap. There are no matters pending against Buyer/Borrower that would give rise to a lien which would attach to the Property between June 13, 2023 at 11:00 PM, the Effective Date of **Old Republic National Title Insurance Company** (“**Title Insurer**”) Title Commitment under Fund File No. 1414825, (the “Title Commitment”) and the recording of the interest to be insured on the Owner's/Loan Policy to be issued pursuant to the Title Commitment. Except as expressly stated in the Title Commitment, Buyer/Borrower has not and will not execute any instruments that would adversely affect the interest to be insured and Buyer/Borrower has not taken any action preceding the Effective Date of the Commitment which would result in any lien attaching to the Property prior to the date of the recording of the instrument to be insured.
4. Buyer/Borrower's Existence and Affiant's Authority. The Buyer/Borrower is active and in good standing, no proceeding is pending for its dissolution or termination and Affiant is its duly appointed and serving fiduciary with authority to bind the Buyer/Borrower. Affiant gives this affidavit on individual knowledge and on behalf of the Buyer/Borrower.
5. Pending Actions. There are no violations of Municipal or County Ordinances affecting the Property and there are no actions or proceedings now pending in any State or Federal Court to which the Buyer /Borrower is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property now pending.
6. Title Exceptions. There are no judgments, mortgages, encumbrances or liens of any nature affecting the Property other than those shown on the Title Commitment.
7. Tax Re-Proration. Buyer/Borrower agrees that in the event the current real estate property taxes vary in amount from the figures used in making the tax proration used in closing the transfer and conveyance of the Property, a new proration and a correct and proper proration will be made upon demand.
8. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **Folds Walker, LLC** and **Title Insurer** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Affiant, individually and on behalf of Buyer/Borrower hereby holds **Folds Walker, LLC** and **Title Insurer** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.

9. Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

City of Archer, Florida

By: _____
Charles A. Hammond, City Manager

State of Florida
County of Alachua

The foregoing instrument was sworn to and subscribed before me by means of physical presence this ____ day of December, 2023 by Charles A. Hammond, City Manager of City of Archer, Florida who is personally known or has produced a driver's license as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

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

II. Guest

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

Staff Recommendation:

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation



CITY OF ARCHER

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)

Staff Recommendation: Approve Ordinance No. 02-2023

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

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 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:

Section 1. 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	RESIDENTIAL								
1.1	Single-family residential	P	P	P	P	C			
1.2	Site built and modular structures	P	P	P	P				
1.3	Mobile home	P	P		P				
1.4	Mobile home park						C		
1.5	Duplex		C			C			
1.6	Caretaker residences	P				P	P	P	P
1.7	Multi-family residences				P	P	P		
1.8	Child care centers		C	C	C	C			
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	C			
1.10	Community residential homes (7—14 persons) providing special services (for handicapped or infirm; nursing care, halfway houses, congregate living facilities)	C	C	C	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	RETAIL SALES AND RENTAL								
2.1	Retail Stores					P	P		
2.2	Sales and rental of goods					P	P		
2.3	Convenience stores					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				C	C		
2.8	Funeral homes, cemeteries, columbaria	P				P	P		
2.9	Constructing, assembling, repairing or processing of artisan creations intended for retail sale in a fully enclosed building	P				P	P		
2.10	Repair shop					P	P		
2.11	Pharmacies					C	C		
2.12	Medical marijuana dispensing facilities					C	C		

#	USES DESCRIPTION	A	R-1	R-2	R-3	C-1	C-2	ILW	I
3	OFFICES								
3.1	Professional offices to include attorneys, physicians, insurance agents, stock brokers, government offices, dentists, banks without drive-up windows					P	P		
3.2	Banks with drive-up windows					C	C		
4	INDUSTRIAL-TYPE USES								
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								C
4.3	Cold storage facility								P
4.4	Warehouse (distribution or storage)						P	P	P
4.5	Manufacturing, assembling, compounding, processing or treatment of items for mass production operations conducted in fully enclosed building								P
5	EDUCATIONAL, CULTURAL, RELIGIOUS, SOCIAL, FRATERNAL USES								
5.1	Public, charter and private schools	P	P	P	P	P	P	P	P
5.2	Nursery school/day care center	C	C			C	C		
5.3	Structures for religious purposes	P	C	C	C	P	P	P	
5.4	Libraries, museums, art galleries, art centers, and similar uses (including associated educational and instructional activities)					P	P		
5.5	Clubs, lodges, union halls	C				C	C		
6	ENTERTAINMENT								
6.1	Bowling alleys, skating rinks, athletic and exercise facilities, and pool halls					P	Pl		
6.2	Movie theaters						P		
6.3	Golf and country club, swimming or tennis clubs, etc.	C	C	C	C	C	C		
6.4	Horseback riding/stables (commercial)	P	C						

#	USES DESCRIPTION	A	R-1	R-2	R-3	C-1	C-2	ILW	I
7	INSTITUTIONAL								
7.1	Hospitals, clinics					C	C	P	
7.2	Nursing care institutions					C	C		
8	RESTAURANTS, BARS								
8.1	Restaurant with no drive-in window service					P	P	C	
8.2	Bars, taverns and cocktail lounges					P	P		
8.3	Restaurants with drive-thru service					P	P	C	
9	MOTOR VEHICLE RELATED SALES AND SERVICE OPERATIONS								
9.1	Sales, rental, service of motor vehicles					C	P		P
9.2	Servicing and repair of motor vehicles					C	P		P
9.3	Paint and body shop								P
9.4	Automotive service and self-service station (includes car wash and detailing)	C					C	P	P
10	STORAGE - AS PRIMARY PURPOSE								
10.1	Storage within completely enclosed structures						P	P	P
10.2	Junkyard						C	P	P
10.3	Parking of vehicles or storage of equipment outside enclosed structures						C		C
11	SERVICES AND ENTERPRISES RELATED TO ANIMALS								
11.1	Veterinarian	P	C			P	P		
11.2	Kennel	P				C	P	P	
11.3	Grooming parlor	P				C	C		
12	PUBLIC SERVICES								
12.1	Police station, fire station, rescue station, or substation etc.		C	C	C	P	P	P	P
12.2	Post office		C			P	P	P	P
13	AGRICULTURAL, SILVICULTURAL								
13.1	Agricultural operations excluding livestock or poultry	P	P	P	P				
13.2	Urban garden		P	P	P		C		C
13.3	Agricultural operations including livestock or poultry (swine not permitted)	P	P						
13.4	Agricultural operations including livestock or poultry with	P	C						
13.5	Agricultural wholesale distribution	P					C		C
13.6	Silvicultural operations	P	P						
13.7	Commercial greenhouse operation	P	C			C	C		C

#	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						C		C
14.2	Towers and related structures more than 50 ft. tall		C			C	C	C	C
14.3	Solar power generation facilities	C							
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	C	C	C	C	C	C	C	C
16	TEMPORARY LODGING								
16.1	Bed and breakfast residence	P	P	C		P			
16.2	Bed and breakfast inn	C	C	C	C	P			
16.3	Hotels and motels	C				P	P		
16.4	Rooming house/boarding house				C				
16.5	Recreational vehicle park	P							

Section 3. 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.**

Section 4. 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;
2. **Tent camping;**
3. **Cabins;**
- ~~4~~2. 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.
- ~~5~~3. 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.

Section 5. 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:**

<u>Recreational Vehicles</u>	<u>50% - 95%</u>
<u>Tent Camping Sites</u>	<u>0% - 20%</u>
<u>Cabins</u>	<u>0% - 50%</u>
<u>Park Trailers</u>	<u>0% - 50%</u>
<u>Convenience Establishments</u>	<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.
10. 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.**

Section 6. 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.

Section 7. 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.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the City Commission this 11th day of December 2023.

Attest:

CITY COMMISSION OF THE
CITY OF ARCHER, FLORIDA

Charles A. Hammond, City Manager

Iris Bailey, Mayor

APPROVED AS TO FORM AND LEGALITY:

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

Business Impact Estimate

Proposed ordinance's title/reference:

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

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. As one or more boxes are checked below, the City is of the view that a business impact estimate is not required by state law¹ 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
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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



CITY OF ARCHER

VII. New Business

Agenda Item 1: Wastewater Interlocal Agreement with City of Newberry

Staff Recommendation: Approve Interlocal Agreement

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation



CITY OF ARCHER

VII. New Business

Agenda Item 2: Resolution No. 2023-44, Issuance by the City of its Revenue Note, Series 2023 in a Principal Amount of not to Exceed from Time to Time \$1,500,000 and Entering into a Revolving Credit Agreement with Ameris Bank for Certain Wastewater Projects

Staff Recommendation: Approve Resolution No. 2023-44.

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION No. 2023-44

A RESOLUTION OF CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA AUTHORIZING (A) THE ISSUANCE BY THE CITY OF ITS REVENUE NOTE, SERIES 2023 IN A PRINCIPAL AMOUNT OF NOT TO EXCEED FROM TIME TO TIME \$1,500,000 AND (B) ENTERING INTO A REVOLVING CREDIT AGREEMENT WITH THE PURCHASER OF SUCH NOTE FOR THE PURPOSE OF GAP FINANCING CERTAIN WASTEWATER PROJECTS FOR THE CITY IN ANTICIPATION OF RECEIPT OF CERTAIN GRANT REVENUES FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PLEDGING THE PLEDGED REVENUES TO SECURE PAYMENT ON THE NOTE; PROVIDING THAT OBLIGATIONS UNDER THE REVOLVING CREDIT AGREEMENT AND THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM TAX REVENUES OF THE CITY AND COVENANTING TO BUDGET AND APPROPRIATE IN ITS ANNUAL BUDGET FROM SUCH NON-AD VALOREM REVENUES EACH YEAR SUCH NOTE IS OUTSTANDING AMOUNTS REQUIRED TO PAY AMOUNTS DUE UNDER SUCH NOTE AND THE REVOLVING CREDIT AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE PURCHASER; AUTHORIZING THE PRIVATE NEGOTIATED DIRECT PLACEMENT OF THE NOTE WITH THE PURCHASER PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; APPROVING THE FORM OF THE REVOLVING CREDIT AGREEMENT AND THE NOTE; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD THE NOTE "BANK QUALIFIED" STATUS; AUTHORIZING OTHER REQUIRED ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is enacted pursuant to the provisions of Article VIII, section 1 of the Florida Constitution, Chapter 166, Florida Statutes, as amended, the Charter of the City, as defined herein and any other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. The City Commission of the City of Archer, Florida (the "City") finds that borrowing by the City is needed to fund the gap in grant receipts from the Florida Department of Environmental Protection for the design and construction of a wastewater collection system with a connection to the City of Newberry, Florida (the "Projects") and the costs of such financing. Accordingly, it is necessary for the City to negotiate a current loan to finance the Projects.

B. Due to the present volatility of the market for tax-exempt obligations such as the loan and the size and complexity of the transaction involving the loan, it is in the best interest of the City that the Note (as defined below) be sold by a negotiated direct placement sale, allowing prompt market entry to accommodate the financing needs of the City, rather than a public sale.

C. Staff of the City Commission has negotiated a revolving line of credit with Ameris Bank (the “Purchaser”) in accordance with a term sheet (the “Proposal,” attached hereto as “Exhibit A”) to finance not to exceed \$1,500,000 from time to time outstanding to pay the cost of the Projects and the cost of issuing the Note.

D. The City Manager recommends to the City Commission that the City’s purchasing policy bidding requirements be waived due to the emergency nature of this procurement under Chapter 2, Article IV, Section 2-83. The City, in good faith, began negotiations for a revolving line of credit to finance not to exceed \$500,000, with the Purchaser; however, prior to finalization, unanticipated circumstances dictated that the amount not to exceed be increased to \$1,500,000. The previous amount resulted in an estimated actual cost to the City in interest paid of less than the City’s purchasing policy limits for bidding; however, the new estimated amount exceeds that limit. The City has incurred approximately \$16,500 in fees to Ameris in the negotiation of this revolving line of credit. The City has incurred approximately \$450,000 in invoices due to its engineer, Kimley-Horn. If the City does not immediately obtain the services outlined in the Proposal and the revolving credit agreement, the City’s engineer will cease work until such services are obtained to finance their work. Such a cease in action will severely and seriously hamper the operation of the City. Such a cease in action will severely and seriously impact the City’s ability to install necessary infrastructure and will impact multiple other municipalities which plan to utilize such infrastructure under pending interlocal agreements. It is hereby determined to be in the best financial interest of the City to accept the Proposal and finance the Projects and the costs to issue the Note and it is deemed proper to do so under the emergency waiver of bidding requirements section of the City’s purchasing policy.

E. It is necessary and desirable to authorize entering into the revolving credit agreement (the “Agreement”) with the Purchaser to evidence the City’s obligation to repay the Purchaser. Amounts due under the Agreement are to be evidenced by a note entitled “City of Archer, Florida Revenue Note, Series 2023” (the “Note”) payable from grant revenues of the Florida Department of Environmental Protection (such grant revenues being referred to herein as the “Pledged Revenues”) as provided for in the Agreement.

F. The City has not and does not reasonably expect to issue (including issues “on behalf of” the City, as determined under Section 265(b)(3)(E) of the Internal Revenue Code of 1986, as amended (the “Code”)) tax-exempt obligations (excluding obligations of the City issued for the sole purpose of currently refunding the outstanding amount of an existing obligation) in excess of \$10,000,000 aggregate face amount during the 2023 calendar year.

G. The City Manager and City Mayor are hereby authorized to sign any necessary documents to close on the revolving line of credit so long as such documents are not inconsistent with the terms laid out in the Agreement and all documentation attached hereto.

F. Entering into the Agreement with terms generally consistent with the Proposal, executing the Note, and pledging the Pledged Revenues are in the public interest and in the best interest of the City and its citizens.

SECTION 3. AUTHORIZING OF AGREEMENT AND THE NOTE. Subject and pursuant to the provisions of this Resolution, the City hereby authorizes entering into the Agreement with the Purchaser generally consistent with the terms as set forth in the Proposal and further authorizes the execution and delivery of the Note to the Purchaser in order to borrow on a revolving basis not to exceed \$1,500,000 outstanding principal amount at any time for paying costs of the Projects and costs of issuance of the Note. The Note is to be dated, to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to prepayment and to have such other characteristics as shall be provided in the form of the Agreement; and the Note is hereby authorized. It is hereby determined to be in the best financial interest of the City to accept the Proposal and finance the costs of the Projects and costs of issuance of the Note. The terms of the Proposal shall be superseded by the terms of the Agreement and the Note.

SECTION 4. PLEDGE OF PLEDGED REVENUES. The amounts due under the Agreement and Note shall be paid from Pledged Revenues. The Pledged Revenues are hereby pledged to secure the payment of principal of and interest on the Note and all amounts due under the Agreement.

SECTION 5. APPROVAL OF FORM OF AGREEMENT AND NOTE. To provide for the security of the Note and to express the contract between the City and the owner thereof, the City does hereby authorize the execution and delivery, on behalf of the City, by the Mayor, under the seal of the City, attested by the Clerk of the City Commission, of the Agreement. The Agreement shall be in substantially the form attached hereto as "Exhibit B" and is hereby approved, with such changes, modifications, additions and deletions therein as shall be approved by the authorized officer executing the same, with such execution constituting conclusive evidence of such officer's approval and the City's approval of any changes therein to the form of the Agreement attached hereto and to the form of the Note. Subject and pursuant to the provisions of this Resolution and the terms and provisions of the Agreement, the Note is hereby authorized to be issued to evidence the City's obligations under the Agreement. The Note is authorized to be issued in the aggregate principal amount outstanding from time to time not to exceed \$1,500,000 subject to the provisions hereof and of the Agreement. The form of the Note is attached to the Agreement.

SECTION 6. COVENANT TO BUDGET AND APPROPRIATE. The amounts due under the Agreement and Note shall be paid from Non-Ad Valorem Revenues of the City. The City covenants and agrees with the Purchaser to budget and appropriate in its annual budget, by

amendment, if required, from Non-Ad Valorem Revenues lawfully available in each fiscal year of the City amounts sufficient to pay any amounts due to the Purchaser under the Agreement and the Note. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments under the Agreement and the Note shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues. Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Purchaser a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Non-Ad Valorem Revenues and placing on the City a positive duty to budget and appropriate, by amendment, if required, amounts sufficient to pay all amounts due under the Revolving Credit Agreement and the Note for so long as the Note remains outstanding and amounts remain due under the Revolving Credit Agreement; subject, however, in all respects to the restrictions of State law which provide that the governing body of each municipality make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

SECTION 7. BANK QUALIFIED. The City hereby designates the Note as a “qualified tax-exempt obligation” under Section 265(b)(3) of the Code. This designation is based upon the findings of the City set forth in Section 2E of this Resolution. The Mayor, the City Manager, or the Clerk of the City Commission are authorized to certify such finding in connection with the issuance of the Note. The City acknowledges that any action which adversely impacts the status of the Note as a “qualified tax-exempt obligation” will result in an upward adjustment to the interest rate on such Note.

SECTION 8. GENERAL AUTHORITY. The Mayor, the members of the City Commission, the City Manager, the City attorney, and all other of the City’s officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Agreement, the Note and this Resolution, and they are hereby authorized to execute and deliver all documents

which shall be required by the City attorney, bond counsel or the Purchaser to effectuate the sale of the Note to the Purchaser.

SECTION 9. REPEAL OF INCONSISTENT PROVISIONS. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 10. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution and such remaining portions shall remain in full force and effect.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 11th day of November, 2023.

CITY OF ARCHER, FLORIDA

By: _____
Iris Bailey
Mayor

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

By: _____
Charles A Hammond, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Danielle C. Adams, Assistant City Attorney or
Kiersten N. Ballou, Assistant City Attorney

Exhibit A

Proposal



AMERIS BANK

December 5, 2023

Charles Hammond
City Manager
City of Archer
16870 SW 134th Ave
Archer, FL 32617

Mr. Hammond:

Ameris Bank ("Bank") is pleased to offer the City of Archer a Line of Credit ("LOC") (Water and Sewer Grant Projects), Florida, Series 2023 ("You" or "Your") the following proposed summary of terms and conditions. This transaction and the terms and conditions presented herein are subject to change and final approval:

A. STRUCTURE OF THE FINANCING

BORROWER: The Borrower shall be the City of Archer ("COA").

LINE OF CREDIT AMOUNT: \$1,500,000.00 - Bank Qualified & Tax-Exempt.

PURPOSE: Proceeds of the facility will be used to (i) gap fund various infrastructure projects (the "Projects"); and (ii) the payment of costs associated with the issuance of the notes/ credit facilities.

SECURITY FOR TRANSACTION: The City will enter a Revolving Credit Note (the "LOC") pursuant to which the City may borrow, repay and re-borrow, and the Bank may make advances under this Tax-Exempt Series 2023 LOC from time to time until the maturity hereof as long as the total principal amount outstanding hereunder at any one time does not exceed the Authorized Amount. The Bank's obligation to make Advances under the Tax-Exempt s2023 LOC shall be suspended for such time as the City is in Default under the Credit Agreement. The Tax-Exempt s2023 LOC is payable solely from and secured solely by a pledge of and lien upon certain funds of the City, consisting of the "Pledged Funds" as defined in the Credit Agreement, by a Pledge of the City's FDEP grant revenue and by a covenant to budget and appropriate Non-Ad Valorem Revenues as provided in the Credit Agreement as deemed appropriate when underwritten by the Bank.

STRUCTURE AND REPAYMENT TERMS: Interest shall be due monthly or quarterly, commencing one month or quarter after closing. All accrued interest and principal is due at month 36(maturity) or upon receipt of grant proceeds. Interest is calculated on a 30/360 basis.

B. TERMS AND CONDITIONS

INTEREST RATE: The interest rate shall be fixed for the entire term of the note. The rate will be calculated using the 30-Day SOFR index plus a margin of 2.67%. The indicative taxable rate as of 12-4-23 is 8.01%. The anticipated interest rate of 6.25% is Bank-Qualified and Tax-Exempt.

INTEREST DAY COUNT METHOD: 30/360-day basis.

Proposed Terms



AMERIS BANK

PREPAYMENT PENALTY: None

OTHER FEES AND EXPENSES: The borrower shall pay all costs and expenses incurred in connection with the preparation for, and the closing of the loan, including but not limited to attorney fees, and any recording fees. Borrower may have their legal counsel prepare all documents and render an approving opinion. The lender will charge no closing fees other than fees of lender's legal counsel to review and/or prepare documents related to this transaction. It is anticipated this fee will be \$16,500.00 to prepare documents.

C. OTHER PERTINENT INFORMATION AND DOCUMENTATION

FINANCIAL CONDITION AND STATEMENTS: On an annual basis, corresponding with the City's fiscal year end, the City will furnish Lender with audited financial statements in form, scope and substance satisfactory to Lender as prepared by a certified public accountant within 270-days of fiscal year-end.

LATE FEES: Bank may at its option collect from borrower a late charge of five percent (5.00%) of any payment not received by Bank within ten (10) days after the payment is due.

EVENT OF DEFAULT: Upon an event of default as described in the loan agreement, the holder may recover from the borrower all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise.

BANK CONTACT INFORMATION:

Michael Carnevale
Ameris Bank | City President
NMLS# 385560
3631 N Main St | Gainesville, FL 32609
(D) 352.264.7259 | (C) 352.317.6445 |
Michael.Carnevale@amerisbank.com

Proposed Terms
Page 2

Exhibit B

Revolving Credit Agreement

RT Draft
12/5/2023

REVOLVING CREDIT AGREEMENT

Between

CITY OF ARCHER, FLORIDA

and

AMERIS BANK

Dated: December 14, 2023

Table of Contents

REVOLVING CREDIT AGREEMENT	1
ARTICLE I DEFINITION OF TERMS	1
1.1 Definitions	2
1.2 Interpretation	4
1.3 Titles and Headings	4
ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE PARTIES	5
2.1 Representations and Warranties of City	5
2.2 Representations and Warranties of Bank	5
ARTICLE III THE NOTE	6
3.1 The Loans	6
3.2 Applicable Interest Rate	6
3.3 Compliance with Section 215.84, Florida Statutes	6
3.4 Conditions Precedent to Delivery of Note	7
3.5 Registration of Transfer; Assignment of Rights of Bank	8
3.6 Ownership of the Note	9
3.7 Use of Proceeds of Note Permitted Under Applicable Law	9
3.8 Authentication	9
ARTICLE IV COVENANTS OF THE CITY	9
4.1 Performance of Covenants	9
4.2 Pledge of Pledged Revenues	9
4.3 Covenant to Budget and Appropriate	9
4.4 Payment of Note	9
4.5 Tax Covenant	10
4.6 Budget and Other Financial Information	10
4.7 Compliance with Laws and Regulations	10
4.8 Prepayment	11
4.9 Application of Proceeds of Note; General Fund	11
4.10 Loans Made	11
4.11 No Pledge of Credit or Taxing Power	12
ARTICLE V EVENTS OF DEFAULT AND REMEDIES	12
5.1 Events of Default	12
5.2 Exercise of Remedies	13
5.3 Remedies Not Exclusive	13
5.4 Waivers, Etc	13
ARTICLE VI MISCELLANEOUS PROVISIONS	14
6.1 Covenants of City, Etc.; Successors	14
6.2 Term of Agreement	14
6.3 Notice of Changes in Fact	14
6.4 Amendments and Supplements	14
6.5 Notices	14

6.6 Benefits Exclusive.....	15
6.7 Waiver of Jury Trial.....	15
6.8 Severability.....	15
6.9 Counterparts.....	16
6.10 Applicable Law.....	16
6.11 No Personal Liability.....	16
6.12 Incorporation by Reference.....	16
6.13 If Payment or Performance Date is Not a Business Day.....	16
6.14 Public Records.....	16
6.15 Scrutinized Companies.....	17
SIGNATURE PAGE.....	18
APPENDIX A FORM OF NOTE.....	A-1
APPENDIX B FORM OF PURCHASER'S CERTIFICATE.....	B-1
APPENDIX C REQUEST FOR LOAN.....	C-1

REVOLVING CREDIT AGREEMENT

THIS REVOLVING CREDIT AGREEMENT is made and entered into this 14th day of December, 2023 by and between the CITY OF ARCHER, FLORIDA, a municipal corporation created and existing pursuant to the constitution and laws of the State of Florida, and its successors and assigns, (the "City") and AMERIS BANK, a Georgia banking corporation authorized to do business in Florida, and its successors and assigns, (the "Bank").

WITNESETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement; and

WHEREAS, the City, pursuant to Article VIII, section 2 of the Florida Constitution, Chapter 166, Florida Statutes, as amended and supplemented, the municipal charter of the City, and any other applicable provisions of law (all of the foregoing, collectively, the "*Act*"), and Resolution No. 2023-__ adopted by the City Commission on December 11, 2023 (the "*Note Resolution*"), is authorized by the Act to incur debt to gap finance certain projects for the City for the design and construction of a wastewater collection system with a connection to the City of Newberry, Florida expected to be funded by grants from the Florida Department of Environmental Protection from its state revolving fund and its wastewater fund (the "*Projects*"); and

WHEREAS, the City is willing to pledge certain grant revenues to secure the debt of the City incurred hereby; and

WHEREAS, the City is willing to covenant to budget and appropriate from Non-Ad Valorem Revenues amounts necessary to repay the debt of the City incurred hereby; and

WHEREAS, the City has requested proposals for the financing of the Projects and has determined that the proposal from the Bank contains the terms most favorable to the City;

WHEREAS, the Bank agrees to loan funds to the City as provided by this Agreement for purposes of providing funds to finance the Projects and costs of issuance of the Note; and

WHEREAS, the City has accepted the terms hereunder; and the Bank is willing to purchase the Note, but only upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

1.1. Definitions. Capitalized terms used in this Agreement shall have the followings meanings:

“*Act*” shall have the meaning assigned to that term in the recitals hereof.

“*Agreement*” shall mean this Revolving Credit Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

“*Applicable Interest Rate*” shall mean 6.25 percent while the Note bears interest at a tax-exempt rate and 8.01 percent if Interest Is Taxable on the Note.

“*Availability Period*” shall mean the period from and including the date hereof to the earlier of (a) the Business Day preceding the Maturity Date and (b) the date the Total Borrowings reach \$10,000,000.

“*Bank*” shall mean Ameris Bank, and its successors and assigns.

“*Bond Counsel*” shall mean Rogers Towers, P.A. (as bound counsel to the Bank), or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions.

“*Business Day*” shall mean any day other than a Saturday, Sunday, public holiday or day on which commercial banks in New York, New York or Atlanta, Georgia, are authorized or required to close.

“*City*” shall mean the City of Archer, Florida, a municipal corporation created and existing pursuant to the Constitution and laws of the State and its successors and assigns.

“*City Commission*” shall mean the governing body of the City.

“*City Manager*” shall mean the chief administration officer of the City.

“*Code*” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

“*Commitment*” shall mean the Bank’s obligation to make Loans to the City pursuant to Section 3.1 in an aggregate principal amount at any one time outstanding not to exceed \$1,500,000.

“*Determination of Taxability*” shall mean and shall be deemed to have occurred on the first to occur of the following:

(a) on that date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that Interest Is Taxable;

(b) on the date when the Noteholder notifies the City that it has received a written opinion by an attorney or firm of attorneys of recognized standing on the subject of municipal bonds to the effect that Interest Is Taxable unless, within 180 days after receipt by the City of such notification from the Noteholder, the City shall deliver to the Noteholder a ruling or determination letter issued to or on behalf of the City by the Commissioner or any District Director of Internal

Revenue (or any other government official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that Interest Is Taxable, such is no longer the case;

(c) on the date when the City shall be advised in writing by the Commissioner or any District Director of Internal Revenue (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the City, or upon any review or audit of the City or upon any other ground whatsoever, Interest Is Taxable;

(d) on that date when the City shall receive notice from the Noteholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Noteholder the interest on the Note; *provided, however*, no Determination of Taxability shall occur under subparagraph (c) or (d) hereof unless the City has been afforded the opportunity, at its expense, to contest any such assessment and, further, no Determination of Taxability shall occur until such contest, if made and diligently pursued by the City, has been finally determined; *provided further, however*, that upon demand from the Noteholder, the City shall immediately reimburse the Noteholder for any payments including taxes, interest, penalties or other charges the Noteholder shall be obligated to make as a result of the Determination of Taxability during any such contest.

“Event of Default” shall mean an Event of Default as defined in Section 5.1 of this Agreement.

“Fiscal Year” shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the City may designate as its “fiscal year” as permitted by law.

“Interest Is Taxable” means that interest paid or to be paid on the Note is or will be includable for federal income tax purposes in the gross income of the Bank, but excluding the inclusion of interest on the Note as an item of tax preference for purposes of the calculation of an alternative minimum tax imposed on the Bank.

“Loan” shall have the meaning set forth in Section 3.1 hereof.

“Loan Documents” shall mean this Agreement, the Note and any other documents relating to the Loan.

“Maturity Date” shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to prepayment, December 13, 2026.

“Maximum Rate” shall mean the lesser of (i) 16% per annum or (ii) the maximum interest rate permitted under State law.

“*Non-Ad Valorem Revenues*” shall mean all revenues of the City derived from any source other than ad valorem taxation on real or personal property which are legally available to make payments required hereunder.

“*Note*” shall mean the promissory note defined in Section 3.1 of this Agreement.

“*Note Resolution*” shall mean Resolution No. 2023-__ related to the Note which was adopted by the City Commission on December 11, 2023, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

“*Noteholder*” shall mean the Bank as the initial holder of the Note and any subsequent registered holder of the Note.

“*Pledged Revenues*” shall mean all grants of Florida Department of Environmental Protection from the state revolving fund program grants and from the wastewater program grants to the City.

“*Registrar*” shall mean the City Manager,

“*State*” shall mean the State of Florida.

“*Total Borrowings*” means the aggregate amount of all Loans made by the Bank hereunder, without regard to whether any such Loan has been repaid.

1.2. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Note Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

1.3. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

2.1. Representations and Warranties of City. The City represents and warrants to the Bank as follows:

(a) Existence. The City is a municipal corporation of the State, duly created and validly existing under the laws of the State, with full legal right, power and authority to adopt the Resolution, to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Bank. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City Commission and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its material properties are bound.

(b) Validity, Etc. This Agreement and the Note are and will be valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No financial material adverse change has occurred for the City since the last audited financial statements of the City were prepared.

(d) Powers of City. The City has the legal power and authority to covenant as provided in Article IV hereof.

2.2. Representations and Warranties of Bank. The Bank represents and warrants to the City as follows:

(a) Existence. The Bank is a Georgia banking corporation authorized to do business in the State, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Bank and the making of the Loan have been duly authorized by all necessary action on the part of the Bank and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which the Bank or any of its material properties is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Bank enforceable against the Bank in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights (and specifically creditors' rights as the same relate to banks) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note; (ii) has received and reviewed such financial information concerning the City as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; and (iii) is purchasing the Note as an investment for its own account and not with a view toward resale to the public. The Bank will not transfer the Note except

to other banks affiliated with Ameris Bank or any subsidiary thereof, or an “accredited investor” as such term is defined in Regulation D to the Securities Act of 1933, as amended.

ARTICLE III

THE NOTE

3.1. The Loans. Subject to the terms and conditions hereof, the Bank agrees to make loans (each such loan, a “Loan”) to the City from time to time, on any Business Day during the Availability Period, in an aggregate amount, together with other Loans outstanding, not to exceed at any time the amount of the Commitment; *provided, however*, that after giving effect to any Loan, the Total Borrowings shall not exceed \$10,000,000. The Loans shall be evidenced by the City of Archer, Florida Revenue Note, Series 2023 in substantially the form attached hereto as Appendix A (as amended, extended or renewed from time to time, the “Note”) of even date herewith, executed by the City in favor of the Bank in the principal amount of the Commitment. Repayment of all outstanding Loans shall be made on the Maturity Date. Interest calculated at the Applicable Interest Rate shall be payable on the fifth day of each month, commencing on January 5, 2024. A final payment in the amount of the entire principal balance, together with all accrued and unpaid interest thereon, shall be due and payable in full on the Maturity Date.

3.2 Applicable Interest Rate.

3.2.1 Applicable Interest Rate

(a) The Loan shall bear interest at a rate per annum equal to the Applicable Interest Rate.

(b) Interest Computation. All interest hereunder shall be computed on the basis of a year of 360 days composed of 12 30-day months, and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination.

3.2.2 Method of Calculation. All interest on the Loan, whether calculated using the Applicable Interest Rate or the Default Rate, will be calculated on the basis of a 360-day year composed of 12 30-day months.

3.3. Compliance with Section 215.84, Florida Statutes. The City represents, warrants, and covenants that the Note Rate is in compliance with Section 215.84, Florida Statutes.

3.4. Conditions Precedent to Delivery of Note. Prior to or simultaneously with the delivery of the Note issued hereunder by the City, there shall be filed with the Bank the following, each in form and substance reasonably acceptable to the Bank:

(a) an opinion of counsel to the City to the effect that (i) the Note Resolution has been duly adopted by the City, (ii) this Agreement and the Note have been duly authorized, executed and delivered by the City and each constitutes a valid, binding and enforceable agreement of the

City in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles; (iii) the City's adoption of the Note Resolution and the execution, delivery and performance of this Agreement and execution and issuance of the Note are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iv) the execution, issuance and delivery of the Note has been duly and validly authorized by the City, and the Note constitutes a valid and binding special obligation of the City enforceable in accordance with its terms; (v) the City Commission (A) is the governing body of the City and the City is a body corporate and politic and (B) has power and authority to execute and deliver this Agreement, to execute and deliver the Note, and to consummate the transactions contemplated by such instruments; (vi) the execution, delivery and performance of the Note and this Agreement, and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the City a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the City or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the City or its properties are subject; (vii) to the best of such counsel's knowledge, there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or threatened in any court or other tribunal, state or federal (W) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the Note, (X) in any way questioning or affecting the validity or enforceability of any provision of this Agreement or the Note, (Y) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Note, or of any provision made or authorized for the payment thereof, or (Z) questioning or affecting the organization or existence of the City or the right of any of its officers to their respective offices; (viii) the City has the legal power to pledge the Pledged Revenues to secure the payment of the Note and the City has the legal power to enter into the covenant to budget and appropriate contained in the Note Resolution and this Agreement; and (ix) all conditions contained in the ordinances and resolutions of the City precedent to the issuance of the Note have been complied with; and

(b) an opinion of Bond Counsel addressed to the Bank, stating that such counsel is of the opinion that: (i) the Note is a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided therefor in this Agreement; (ii) the Note is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code; and (iii) assuming compliance by the City with certain covenants relating to requirements contained in the Code (a) interest on the Note is excluded from gross income for purposes of federal income taxation, and (b) interest on the Note is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, for tax years beginning after December 31, 2022, interest on the Note included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax; and

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City; and

(d) such other documents as the Bank reasonably may request.

When the documents and items mentioned in clauses (a) through (d), inclusive, of this Section shall have been filed with the Bank, and when the Note shall have been executed as required by this Agreement, the City shall deliver the Note to or upon the order of the Bank.

3.5. Registration of Transfer; Assignment of Rights of Bank. The City shall keep at the office of the City Manager in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. Subject to the restriction set forth in the fourth paragraph of this Section, the transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Bank or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Appendix A to this Agreement; *provided, however*, that the Note may be transferred only in whole and not in part. In the case of any such registration of transfer, the City shall execute and deliver in exchange for the applicable Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of the Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Bank under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Bank under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Bank. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the Bank under this Agreement and the Note.

In the event the Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed; *provided*, that in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Notwithstanding anything herein to the contrary, no transfer shall be permitted absent the City's (and the Bank's) receipt of a letter in form and substance similar to the one delivered by the Bank pursuant to Section 218.385, Florida Statutes from such proposed transferee, and a certificate in form and substance similar to the one attached hereto as Appendix B certifying, among other things, that such holder is an "accredited investor" as such term is defined in Regulation D to the Securities Act of 1933, as amended.

3.6. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

3.7. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Note will be used solely to finance the Projects and pay costs of issuance of the Note, and that such use is permitted by applicable law.

3.8. Authentication. Only if the Note shall have endorsed thereon a certificate of authentication substantially in the form set forth in Appendix A, duly executed by the manual signature of the Registrar and authenticating agent, shall it be entitled to any benefit or security under this Agreement. The Note shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly adopted by the Registrar and such certificate of the Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Agreement.

ARTICLE IV

COVENANTS OF THE CITY

4.1. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

4.2. Pledge of Pledged Revenues. The City hereby pledges the Pledged Revenues as security for the payment of all amounts due with respect to the Note. All Pledged Revenues received by the City shall be promptly applied to the payment or prepayment of principal and to the payment of interest due on the Note.

4.3 Covenant to Budget and Appropriate. The City covenants and agrees further with the Bank to budget and appropriate in its annual budget, by amendment, if required, from Non-Ad Valorem Revenues lawfully available in each Fiscal Year of the City amounts sufficient to pay the principal of and interest on the Note and any other amounts due under the Loan Agreement. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Bank a prior claim on Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem

Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Non-Ad Valorem Revenues and placing on the City a positive duty to budget and appropriate, by amendment, if required, amounts sufficient to pay the principal of and interest on the Note and any amounts due under this Agreement; subject, however, in all respects to the restrictions of State law which provide that the governing body of each City make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

4.4. Payment of Note.

(a) The City covenants that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided herein and in the Note, in accordance with the terms thereof. Any payment of principal or interest on the Note made more than 10 days from its due date shall be subject to a late charge of five percent of any payment due. The Note shall be payable solely from legally available revenues in accordance with the terms hereof.

(b) The Note will be a special obligation of the City, in the manner and to the extent described in Section 4.3 hereof. The Note will not constitute a general debt, liability or obligation of the City or the State or any other political subdivision thereof within the meaning of any constitutional or statutory provision. Neither the faith and credit nor the taxing power of the City or of the State or any other political subdivision thereof is pledged to the payment of the principal of or interest on the Note; and the Noteholder shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State or any other political subdivision thereof, directly or indirectly to enforce such payment. The Note shall not constitute a lien upon any property of the City.

4.5. Tax Covenant. The City covenants to the purchasers of the Note provided for in this Agreement that the City will not make any use of the proceeds of the Note at any time during the term of such Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

4.6. Budget and Other Financial Information. The City shall provide the Noteholder with a copy of the City's annual audited financial statements for the preceding Fiscal Year, prepared by a certified public accountant, within 270 days of the Fiscal Year end in form and substance satisfactory to the Noteholder. The City shall provide the Noteholder with a copy of the City's annual budget within five days of approval of the final annual budget. The City shall furnish such additional information that the Noteholder may from time to time reasonably request.

4.7. Compliance with Laws and Regulations. The City shall maintain compliance with all federal, state and local laws and regulations regarding its operations.

4.8. Prepayment. The Note may be prepaid by the City in whole or in part at any time at a price equal to the principal amount to be prepaid plus accrued interest to the date of prepayment, without premium or penalty.

4.9. Application of Proceeds of Note; General Fund. Upon funding of any Loan such proceeds shall be deposited into the general fund of the City and used to finance the Projects and costs of issuance of the Note.

4.10. Loans Made. (a) Loans of principal on the Note shall be made by the Bank directly to or for the account of the City, but each such Loan shall be deemed to be a payment by the Bank of a portion of the purchase price of the Note and the advance of a portion of the proceeds of the Note to the City to pay the City for the Projects. The amount and date of each Loan shall be noted on a ledger maintained by the Bank for such purpose. The outstanding principal amount of the Note shall be the sum of all Loans, less the aggregate amount of all principal payments which have been made on the Note (whether upon maturity, by prepayment, upon acceleration or otherwise). In no case shall the aggregate amount of Loans outstanding exceed the Commitment.

(b) Funding any Loan shall be subject to the receipt by the Bank of a requisition for a Loan in the form of Appendix C attached hereto (upon which the Bank shall be entitled to rely) signed by the Chief Financial Officer.

(c) If all conditions precedent to a Loan of principal under the Note have been performed to the satisfaction of the Bank and the Bank has approved the requisition, the Bank shall make such Loans by depositing funds in the City's deposit account, issuing checks made payable to the City or as otherwise agreed by the Bank and the City. The proceeds of each Loan hereunder shall be applied solely and exclusively for the purposes described in Section 4.9 hereof, and the City agrees at any time and from time to time, upon request of the Bank, to exhibit to the Bank receipts, vouchers, statements, bills of sale or other evidence satisfactory to the Bank of the actual payment of costs of the Projects. The City shall establish and maintain a separate demand deposit account with the Bank to be used exclusively for receipts and disbursements in connection with Loans.

(d) The Bank shall not be required to make any Loan hereunder if an Event of Default has occurred under this Agreement.

(e) The initial Loan hereunder shall be made in accordance with the provisions hereof on the Closing Date in an amount not less than that required by the Code for the issuance of tax-exempt debt.

(f) The final Loan shall be made no later than the Business Day next preceding the Maturity Date. No Loan shall be made after such date.

4.11. No Pledge of Credit or Taxing Power. The Note shall be a special obligation of the City, payable solely from the Pledged Revenues, as provided in the Note Resolution and in this

Agreement. The Note shall not constitute a general obligation or a pledge of the faith, credit or taxing power of the City, the State or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation. No Holder shall ever have the right to require or compel the exercise of the ad valorem taxing power of the City for payment of the Note.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

5.1. Events of Default. Each of the following is hereby declared an "Event of Default":

(a) payment of the interest on or principal of the Note shall not be made when the same shall become due and payable; or

(b) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for 30 days after written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; *provided, however*, that if, in the sole judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of 30 days, then such period may, in the sole discretion of the Noteholder, be increased to such extent as may be necessary to enable the City to diligently complete such curative action; or

(c) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(d) the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(e) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control.

5.2. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may proceed to protect and enforce its rights under the laws of the State or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power

herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under Article IV of this Agreement.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, the Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of the Note then unpaid, with interest on overdue payments of principal and interest (to the extent permitted by law), together with any and all costs and expenses of collection and of all proceedings hereunder and under the Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate, bankruptcy proceedings and otherwise), but payable from the sources provided and in the manner and to the extent provided herein, without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in the Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but from sources provided and in the manner and to the extent provided herein) in any manner provided by law, the monies adjudged or decreed to be payable.

Any obligation of the Bank to Loan any theretofore undisbursed proceeds of the Note shall immediately cease and be of no further force nor effect upon the occurrence of an Event of Default.

5.3. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

5.4. Waivers, Etc. No delay or omission of the Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to the Noteholder may be exercised from time to time and as often as may be deemed expedient.

The Noteholder may waive any default which, in its opinion, shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

6.2. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Bank hereunder have been paid in full and shall survive the termination of this Agreement in relation to those provisions that deal with retroactive cost increases for the Bank in relation to the tax exempt status of the Note.

6.3. Notice of Changes in Fact. Promptly after the City becomes aware of the same, the City will notify the Bank of any default under this Agreement and/or the pendency of litigation material to the City's ability to repay the Loan, specifying in each case the nature thereof and what action the City has taken.

6.4. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Noteholder.

6.5. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the City:

City of Archer, Florida
16870 SW 134th Avenue
Archer, Florida 32618
Attention: City Manager

(b) As to the Bank:

Ameris Bank
3631 N. Main Street
Gainesville, Florida 32609
Attention: Michael Carnevale

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

6.6. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

6.7. Waiver of Jury Trial. EACH OF THE CITY AND THE BANK HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH OF THE CITY AND THE BANK HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (WHETHER AS CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE) BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE CITY AND THE BANK. EACH OF THE CITY AND THE BANK ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND RECOGNIZES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR OTHER PARTY HERETO TO ENTER INTO THIS AGREEMENT. EACH OF THE CITY AND THE BANK REPRESENTS AND ACKNOWLEDGES THAT IT HAS REVIEWED THIS PROVISION WITH ITS LEGAL COUNSEL AND THAT IT HAS KNOWINGLY AND VOLUNTARILY WAIVED ANY JURY TRIAL RIGHTS IT MAY HAVE FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL.

6.8. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

6.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

6.10. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State.

6.11. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

6.12. Incorporation by Reference. All of the terms and obligations of this Agreement and the Appendices hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

6.13. If Payment or Performance Date is Not a Business Day. If the specified or last date for the making of any payment, the performance of any act or the exercising of any right, as provided in this Agreement or the Note is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day; *provided*, that interest shall accrue during any such period during which payment shall not occur.

6.14. Public Records. The Bank shall comply with Florida's Public Records Law. Specifically, pursuant to Florida Statute Section 119.0701, the parties agree to the following:

(a) During the term of this Agreement, the Bank shall comply with the Florida Public Records Law, to the extent such law is applicable to the Bank. If Section 119.0701, Florida Statutes is applicable, the Bank shall do the following: (1) Keep and maintain public records required by the City to perform this service; (2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bank does not transfer the records to the City; (4) Upon completion of the contract, the Bank will transfer, at no cost, all public records to the City, or keep and maintain public records required by the City to perform the service. If the Bank transfers to the City all public records upon completion of the contract, the Bank shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the Bank keeps and maintains public records upon completion of the contract, the Bank shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING THE BANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE BANK SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 495 - 2880, OR DALLTOP@CITYOFARCHER.COM OR 16870 SW 134TH AVENUE, ARCHER, FLORIDA 32618

6.15 Scrutinized Companies.

(a) Bank certifies that it and, to its knowledge, its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Bank or its subcontractors are found to have submitted a false certification; or if the Bank, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(b) If this Agreement is for more than one million dollars, the Bank certifies that it and, to its knowledge, its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Bank, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Bank, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement. Notwithstanding the foregoing, any amounts owed under this agreement by the City to the Bank shall thereupon be immediately due to be paid by the City to the Bank.

(c) The Bank agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

(Signature Pages to Follow)

CITY OF ARCHER, FLORIDA

By: _____
Iris Bailey
City Mayor

(SEAL)
BY THE CLERK OF THE
CITY COMMISSION OF
THE CITY OF ARCHER, FLORIDA

By: _____
Charles A. Hammond,
City Clerk & City Manager

AMERIS BANK

By: _____
Michael Carnevale
City President of the Bank

APPENDIX A

[FORM OF SERIES 2023 NOTE]

Not to Exceed \$1,500,000

City of Archer, Florida
Revenue Note, Series 2023

The City of Archer, Florida (the "Issuer"), for value received, hereby promises to pay, solely from the sources as hereinafter provided, to the order of Ameris Bank (the "Noteholder") at its office located at 3490 Piedmont Rd. NE, Atlanta, Georgia 30305 or at such other place as the Noteholder may in writing designate, in lawful money of the United States of America, the principal amount of \$1,500,000 or such lesser amount as may be advanced by Loans under the Agreement (as defined below), together with interest on the outstanding and unpaid principal amount in the amounts and at the times set forth below.

This Note is dated December 14, 2023 and is issued for the purpose of providing gap funding to the Issuer for the Projects described in the Agreement in anticipation of receipt of certain grant revenues and to finance the costs of issuance of this Note, pursuant to a Revolving Credit Agreement dated this date (the "Agreement"), between the Issuer and the Noteholder. Reference is hereby made to the Agreement for a description of the provisions, among others, with respect to the nature and extent of the source of payment for this Note, additional amounts payable thereunder, the rights, duties and obligations of the Issuer and the Noteholder with respect thereto. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings assigned thereto pursuant to the Agreement.

NEITHER THE STATE OF FLORIDA NOR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE OF FLORIDA, INCLUDING THE ISSUER, SHALL BE LIABLE OR OBLIGATED (GENERALLY, SPECIALLY, MORALLY OR OTHERWISE) TO PAY THE PRINCIPAL OF THIS NOTE OR INTEREST HEREON, EXCEPT WITH RESPECT TO THE ISSUER AND SOLELY FROM THE SOURCES IDENTIFIED IN THE AGREEMENT HEREIN IDENTIFIED, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS NOTE.

This Note has been issued under and pursuant to Article VIII, section 2 of the Florida Constitution, Chapter 166, Florida Statutes, as amended and supplemented the municipal charter of the Issuer and any other applicable provisions of law (collectively, the "Act"). This Note is a limited obligation of the Issuer payable solely from Pledged Revenues of the Issuer. No owner of this Note has the right to compel the Issuer to pay the principal of or interest on this Note, except from such sources.

A-1

Ameris Bank - Archer - Revolving Credit Agreement(5681654.4)

Loans of the principal amount hereof shall be made pursuant to and subject to the terms and conditions of Section 4.9 of the Agreement. All requests for disbursements of the principal amount hereof must be received by the Noteholder as prescribed in the Agreement.

Interest on the unpaid principal balance from time to time outstanding under this Note, shall be due and payable monthly on the fifth day of each month, commencing January 5, 2024, and shall, except as otherwise provided herein and in the Agreement, be calculated at the interest rate provided in the Agreement. If any payment due from the Issuer to the Noteholder hereunder or under the Agreement is not paid within 10 days after the due date, the Issuer will pay the Owner on demand a late fee of 5% of the delinquent payment. All interest rate determinations and calculations by the Noteholder shall be conclusive and binding absent manifest error.

The Issuer shall pay the Noteholder the principal outstanding and all interest due and not yet paid on December 13, 2026 (the "Maturity Date").

Upon the occurrence of a Determination of Taxability, this Note shall bear interest at the rate described in the Agreement.

Anything provided herein or in the Agreement to the contrary notwithstanding, in no event shall interest payable under this Note exceed the Maximum Rate.

This Note is in the maximum principal amount of \$1,500,000 and shall mature and become payable on the Maturity Date.

If any payment of principal or interest on this Note is payable on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day.

The Note may be prepaid by the Issuer, in whole or in part at any time, and no premium or penalty shall be due on such prepayment.

No recourse under or upon any obligation, covenant, or agreement contained in the Agreement, or in this Note, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of the Agreement, shall be had against any director, incorporator, officer, agent, employee, or representative as such, past, present or future, of the Issuer, either directly or through the Issuer or otherwise, for the payment for or to the Issuer or for or to the registered owner of this Note issued thereunder or otherwise, of any sum that may be due and unpaid by the Issuer upon this Note.

This Note may be transferred only in whole on the registration books maintained by the Issuer upon written notice of the transfer delivered to the Issuer. The Issuer may treat the registered owner hereof as the absolute owner for purposes of receiving payments of principal of and interest hereon.

The Issuer and the Noteholder by acceptance of this Note, hereby knowingly, voluntarily, intentionally, and irrevocably waive, to the fullest extent permitted by applicable law, the right

either of them may have to a trial by jury in respect to any litigation, whether in contract or tort, at law or in equity, based hereon or arising out of, under or in connection with this Note and any other document or instrument contemplated to be executed in conjunction with the this Note, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for the each of the Issuer and the Noteholder selling or purchasing (as the case may be) this Note.

All acts, conditions and things required to happen, exist or to be performed precedent to and in the issuance of this Note have happened, exist and have been performed.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed by its Mayor and attested by the Clerk.

CITY OF ARCHER, FLORIDA

By: _____
Iris Bailey
City Mayor

(SEAL)

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

By: _____
Charles A. Hammond
City Clerk & City Manager

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

Date of Authentication: December 14, 2023

This Note is being delivered pursuant to the within mentioned Revolving Credit Agreement.

REGISTRAR

By:

Charles A. Hammond
City Clerk & City Manager

A-4

Ameris Bank - Archer - Revolving Credit Agreement(5681654.4)

APPENDIX B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Ameris Bank (the "Purchaser") has not required the City of Archer, Florida (the "City") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the issuance of the not to exceed \$1,500,000 City of Archer, Florida Revenue Note, Series 2023 (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of said Note, is relying on Bond Counsel or the City's Counsel as to any such matters other than the legal opinions rendered by Bond Counsel to the Purchaser, Rogers Towers, P.A., and by the City Attorney, Kiersten N. Ballou. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 2023-___ adopted by the City Commission of the City of Archer, Florida on December 11, 2023 (the "Resolution").

We are aware the Note involves various risks, that the Note is not a general obligation of the City or payable from ad valorem tax revenues, and that the source payment of the Note is certain Pledged Revenues and Non-Ad Valorem Revenues as described in the Revolving Credit Agreement dated this date between the City and Ameris Bank.

We have made such independent investigation of the source of payment and have exercised sound business judgment considered to be appropriate under the circumstances. In making our decision to purchase the Note, we have relied upon the accuracy of information which has been provided to us by the City.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of the Note and can bear the economic risk of the Note.

We acknowledge and understand that the Note is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the City, Bond Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note for our own account and not with a present view to a resale or other distribution to the public. We will not transfer the Note except to other banks affiliated with Ameris Bank or any subsidiary thereof, or an "accredited investor" as such term is defined in Regulation D to the Securities Act of 1933, as amended in accordance with the restrictions set forth in the Note and the Agreement (as defined in the Note).

We are a Georgia banking corporation. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

B-1

Ameris Bank - Archer - Revolving Credit Agreement(5681654.4)

DATED this 14th day of December, 2023

AMERIS BANK

By: _____
Michael Carnevale
City President of the Bank

B-2

Ameris Bank - Archer - Revolving Credit Agreement(5681654.4)

Ameris Bank - Archer - Resolution(5683609.3)

APPENDIX C
REQUEST FOR LOAN

[Date]

No. : ____

Ameris Bank
3631 N. Main Street
Gainesville, FL 32609
Attention: City President

Ladies and Gentlemen:

Reference is made to that certain Revolving Credit Agreement dated December 14, 2023 between you and the City of Archer, Florida (the "Agreement"). Capitalized terms used herein and not defined are used as defined in the Agreement.

The City hereby requests a Loan in the amount of \$___. Such amount, together with amounts previously loaned under the Agreement and outstanding totaling \$___ does not exceed \$1,500,000, and the Total Borrowings do not exceed \$10,000,000. The Loan requested hereby is for costs of the Project and costs of issuance. No Event of Default is in effect under the Agreement.

By: _____
City Manager

C-1

Ameris Bank - Archer - Revolving Credit Agreement(5681654.4)



CITY OF ARCHER

VII. New Business

Agenda Item 3: Right-of-Way Permit, Worldwide Fiber for Cox Cable

Staff Recommendation: Approve Right-of-Way Permit

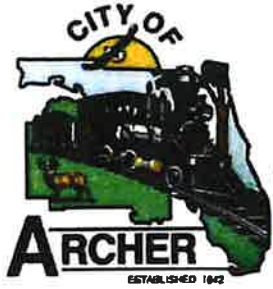
Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation



CITY OF ARCHER

RIGHT-OF-WAY USE PERMIT

Date 11-13-2023 Permit No: _____

Subject: Right of Permit to Bore under SW 143rd Ave

Permittee: Worldwide Fiber for Cox Cable Phone Number: 407-468-5735

Permittee Address: PO Box 177 Oakland FL. 32760

Permittee's Contact Person : Betsy Becker

Requesting permission from the City of Archer (the "City"), to construct, operate, and maintained to install conduit and FOC under SW 143rd Ave

1. It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
2. Whenever necessary for construction, repair, improvement, maintenance, safe and efficient operation, alternation or relocation of all, or any portion of said highway as determined by the City Manager, any or all of said poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be immediately removed from said highway, or reset or relocated thereon as required by the City Manager, and at the expenses of the permittee unless reimbursement is authorized.
3. All work shall meet the City's standards and be performed under the supervision of the Public Works Department.
4. All materials and equipment shall be subject to inspection by the Public Works Department.
5. All Department property shall be restored to its original condition as far as practical, in keeping with Department specifications, and in a manner satisfactory to the Public Works Department. During the installation, it shall be the responsibility of the permittee to keep the area associated with this installation in a neat and orderly fashion. This shall include the removal of all trash and litter that may accumulate in the area and the removal of any graffiti that may be placed on any structure associated with this permit during the installation.
6. The attached Exhibit A covering details of this installation shall be made a part of this permit.
7. The permittee shall commence actual construction in good faith within sixty (60) days from the date of said permit approval and shall be completed within _____ days. This permit expires at the end of 60 days if no work has begun.
8. The construction and maintenance of such utility shall not interfere with the property and rights of a prior permittee.

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

Tel: (352)495-2880

Fax (352)495-2445

9. Special conditions: Permittee shall re-grade, seed, fertilize, and mulch all disturbed areas.
10. The permittee shall adhere to all traffic control will be in accordance with the most recent Roadway and Traffic Design Standards, Section No. 600 issued by the Department of Transportation (FDOT). All utility installation will be in accordance with the most current issue of the FDOT guides.
11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in the land to be entered upon and used by the permittee. During construction, all safety regulations of the State and City shall be observed and the permittee must take such measures, including placing and displaying of safety devices, as may be necessary in order to safely conduct the public through the project area in accordance with the State and Federal traffic safety standards.
12. The Permittee will to the extent permitted by, and in accordance with 768.28, Florida Statutes, at all times, assume all risk of and indemnify, defend, and save harmless the City of Archer, its Department of Public Works employees and agents, from and against any and all loss, damage, cost or expense arising from Permittee's negligent acts or omissions, or the negligent acts or omissions of Permittee's Officers or employees in the exercise or attempted exercises by said holder of the aforesaid rights and privileges.
13. The permittee shall be solely responsible for relocation of its facilities in the event of future roadway improvements.
14. The City Manager shall be notified forty-eight (48) hours in advance before starting work.
15. The permittee shall notify the City if a contractor is performing the work, and the contractor's information. The contractor should execute this permit and be held to the same standards as permittee and provide proof of licensing and applicable insurance coverage.
16. In the case of non-compliance with the City's requirements, this permit is void and the facility will have to made to comply with such requirements or be removed from the right-of-way at no cost to the City.
17. Venue and Law: Venue shall be in Alachua County, Florida. This permit shall be governed and construed in accordance with the laws of the State of Florida.
18. This permit shall be solely for the purpose of

Betsy Becker

Permittee Name

Betsy Becker

11-13-2023

Signature and Title

Date

Attest:

CITY COMMISSION OF THE
CITY OF ARCHER, FLORIDA

Charles Hammond, City Manager

Iris Bailey, Mayor

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

Tel: (352)495-2880

Fax (352)495-2445

VICINITY MAP



- SHEET 1 COVER SHEET
- MODEL 1: TYPICAL HANDHOLD
- SHEET 2-3 MODEL 2: TYPICAL CROSS SECTION
- MODEL 3: TYPICAL D/W BORE
- MODEL 4: TYPICAL BORE FIT
- SHEET 4 LEGEND/LINE TYPES
- SHEET 5 GENERAL NOTES
- SHEET 6 PLAN VIEW
- SHEET 7 PROFILES

PERMITS
CITY OF ARCHER

GENERAL NOTES
TRAFFIC CONTROL SHALL COMPLY WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.)

ACTUAL LOCATION OF EXISTING UTILITIES (SHOWN AND NOT SHOWN) TO BE DETERMINED IN THE FIELD AT THE TIME OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL PROTECT ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE INCURRED DURING CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT HIS OWN EXPENSE. BEFORE CONSTRUCTION CALL (1-800-432-4770) FOR UNDERGROUND UTILITY LOCATIONS.

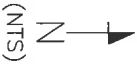
CONSTRUCTION CONTRACTOR IS RESPONSIBLE TO VERIFY ALL DIMENSIONS, QUANTITIES AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
CONSTRUCTION CONTRACTOR SHALL VERIFY THE ROAD RIGHT OF WAY AND EASEMENT PRIOR TO COMMENCING WORK. NO FACILITIES SHOULD BE PLACED ON PRIVATE PROPERTY WITHOUT PRIOR APPROVAL.

UNDERGROUND FIBER IS BURIED IN (1)-2" HOPE (SEE PLANS) 288 GT FIBER FOR DIRECTIONAL BORES INSTALL USING 3" REMAVER (MAX) O/S (OFFSETS) TAKEN FROM EDGE OF PAVEMENT (EOP), OR BACK OF CURB (BOC).

ALL DAMAGED SURFACES ARE TO BE RESTORED TO PREVIOUS CONDITION OR BETTER.

ALL MEASUREMENTS AND DISTANCES ARE TO BE FIELD VERIFIED.

- CONSTRUCTION NOTES (APPLIES TO ALL PAGES IN THIS SET)
- 1) RESTORATION PER FL FOOT SPECIFICATIONS AND/OR MUNICIPALITY STANDARDS AND SPECIFICATIONS.
 - 2) INFORMATION SHOWN ON DRAWINGS REGARDING THE PRESENCE, CHARACTER AND LOCATION OF EXISTING UTILITIES IS A SCHEMATIC REPRESENTATION TAKEN FROM THE BEST AVAILABLE INFORMATION. UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. VERIFY ALL INFORMATION AT TIME OF CONSTRUCTION.
 - 3) CALL MUNICIPALITY FOR INSPECTION.
 - 4) RESTORE ALL EXCAVATIONS TO ORIGINAL CONDITIONS OR BETTER.
 - 5) ALL TRENCHES WILL BE OPENED AND MAINTAINED FOLLOWING OSHA STANDARDS.



CONSTRUCTION PERMIT DWG
PROJECT LOCATION
SW 143RD AVE APPROX
470' EAST OF SW 170TH ST
16878 SW 143RD AVE
ARCHER, FL

COUNTY: ALACHUA
S: 16 T: 11S R: 18E
DWG TYPE: COVER
DWG 1

DATE CREATED: 11/13/23
DATE REVISED: XX/XX/XX
FOOTAGE TOTALS

DESCRIPTION	FOOTAGE
TRENCH	0'
UNDERGROUND BORE	57'
BRIDGE ATTACHMENT	0'
FALL THROUGH EXISTING DUCT	0'
INSTALL FOC INSIDE BILD	0'
NEW AERIAL	0'
STRAND ONLY (ON GUY)	0'
OVERLAP AERIAL	0'
TOTAL UD	57'
TOTAL AERIAL	0'
HANDHOLES	0

Always call 800-432-4770 for more information. **SunshineFL.com**

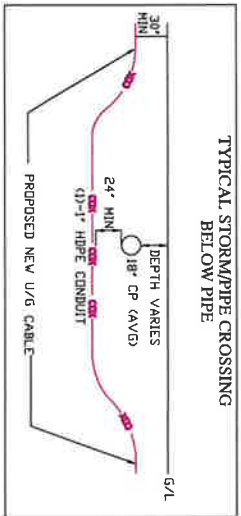
STATE LICENSE
The State of Florida, through the Department of Transportation, has authorized SunshineFL.com to provide certain services to the public. This authorization is limited to the services described in the attached license agreement. SunshineFL.com is not authorized to provide any other services to the public. For more information, please contact the Department of Transportation at 888-355-3447.

NOTE ON INSTALLATION CONSTRUCTION
Drawing is for permitting purposes only, not for construction.
Developer may not reveal the existence or location of any information contained herein to any other party without the written consent of SunshineFL.com. It is the sole responsibility of the installer and location of any information contained herein. SunshineFL.com is not responsible for any damage or loss of information that may occur as a result of installation or use of this software. You must contact local utility companies and location information for each jurisdiction prior to any installation.

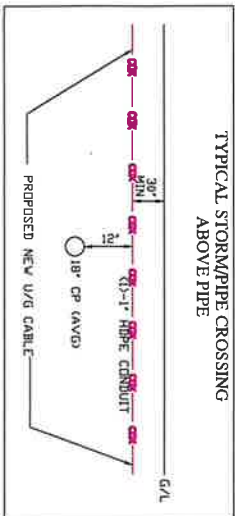
ONE-TIME FEE: \$100.00
THIS PROGRAM, SERVICE, OR INFORMATION, OR ANY INFORMATION OR SERVICE, IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE TO HOLD SUNSHINEFL.COM HARMLESS FROM ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM OR OUT OF THE USE OF THIS PROGRAM, SERVICE, OR INFORMATION.

City of Archer
Permit

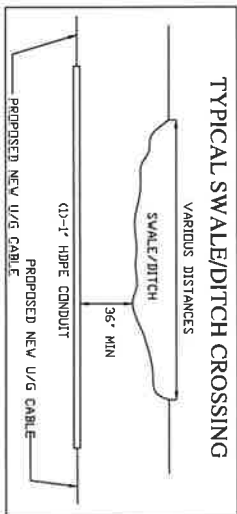
Worldwide Fiber Optics Inc.
11111 W. 11th Ave
Miami, FL 33157
888.271.4333



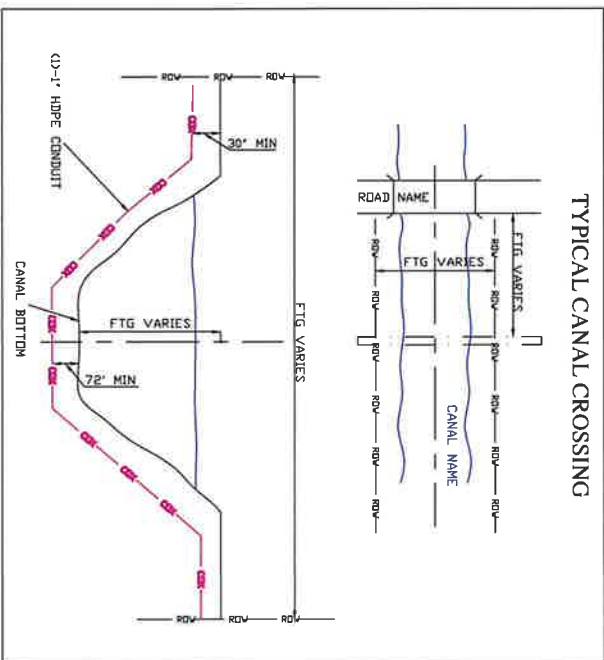
TYPICAL STORM/PIPE CROSSING
BELOW PIPE



TYPICAL STORM/PIPE CROSSING
ABOVE PIPE



TYPICAL SWALE/DITCH CROSSING
VARIOUS DISTANCES



TYPICAL CANAL CROSSING

CONSTRUCTION PERMIT DWG
PROJECT LOCATION
SW 143RD AVE APPROX
470' EAST OF SW 170TH ST
ARCHER, FL
COUNTY: ALACHUA
S: 16 T: 11S R: 19E
DWG TYPE: TYPICALS-2
DWG 2
DATE CREATED: 11/13/23
DATE REVISED: XX/XX/XX

Always call 811 to find out where the lines are before you dig.
sunshine 811.com

DATE EXPIRES
This permit is valid for 180 days from the date of issuance. If the permit is not used within this period, it will expire. A new permit must be obtained for any work that is not completed within the 180-day period. This permit is not valid for any work that is not specified in the permit. You must contact local utility companies and location excavation and verification prior to any construction.

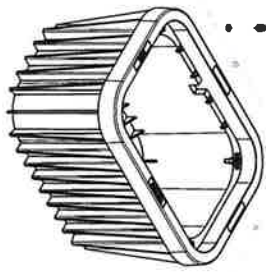
NOTE: ALL INSTALLATION CONSTRUCTION
Drawing is for permitting purposes only, not for construction.
Developer may not exceed the audience or location of the permit. It is the responsibility of the permittee to verify the location and location of excavation and location of construction prior to any excavation and verification prior to any construction.

CONSTRUCTION PERMIT
THIS PERMIT IS VALID FOR 180 DAYS FROM THE DATE OF ISSUANCE. IF THE PERMIT IS NOT USED WITHIN THIS PERIOD, IT WILL EXPIRE. A NEW PERMIT MUST BE OBTAINED FOR ANY WORK THAT IS NOT COMPLETED WITHIN THE 180-DAY PERIOD. THIS PERMIT IS NOT VALID FOR ANY WORK THAT IS NOT SPECIFIED IN THE PERMIT. YOU MUST CONTACT LOCAL UTILITY COMPANIES AND LOCATION EXCAVATION AND VERIFICATION PRIOR TO ANY CONSTRUCTION.

City of Archer
Permit



Worldwride
Fiber Optics
Inc.
11/13/23



ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
2436-18	Handhold	1	EA	1.00	1.00
2436-34	Cover	1	EA	1.00	1.00
2436-38	Raw Material	1	EA	1.00	1.00

MATERIAL & STYLE
 2436-18
 2436-34
 2436-38

OPTIONS



RAW MATERIAL SPECIFICATION
 2436-18
 2436-34
 2436-38



MATERIAL & STYLE
 2436 COVER

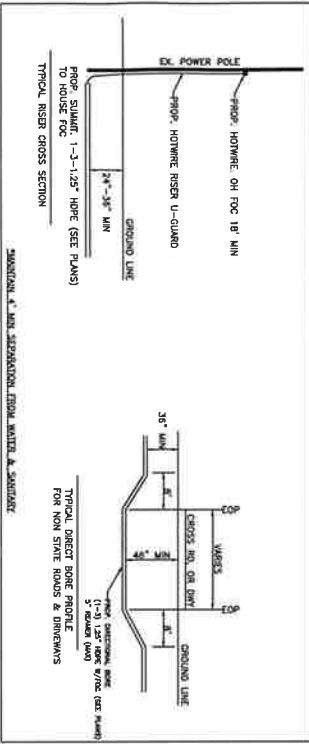
PERFORMANCE & WEIGHT
 2436 COVER

Solving Today's Transforming Tomorrow

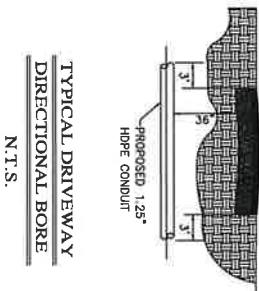
Solving Today's Transforming Tomorrow

Solving Today's Transforming Tomorrow

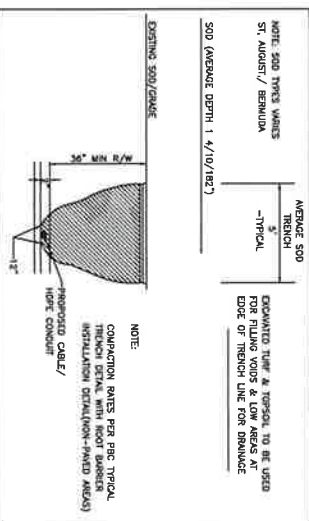
TYPICALS-2, CROSS SECTIONS



TYPICALS-3, D/W BORE



TYPICALS-4, BORE PIT



CONSTRUCTION PERMIT DWG
 PROJECT LOCATION
 SW 143RD AVE APPROX
 470' EAST OF SW 170TH ST
 16878 SW 143RD AVE
 ARCHER, FL

COUNTY: ALACHUA
 S. 16 T. 11S R. 18E
 DWG TYPE: MODEL-TYPICALS
 DWG NO: 3
 DATE CREATED: 11/13/23
 DATE REVISED: XX/XX/XX

sunshinefl.com

City of Archer Permit

Worldwide Fiber Optics Inc.



CONSTRUCTION PERMIT DWG
PROJECT LOCATION
SW 143RD AVE APPROX
470' EAST OF SW 170TH ST
16878 SW 143RD AVE
ARCHER, FL

COUNTY: ALACHUA
S: 16 T: 11S R: 18E
DWG TYPE: LEGEND-LINE TYPES
DWG 4
DATE CREATED: 11/13/23
DATE REVISION: XX/XX/XX

LEGEND

SYMBOL	LEGEND	SYMBOL	LEGEND
	WOOD POLE		WIRE SYMBOL
	STEEL CONDUCTOR POLE		METAL STORAGE
	POLE NUMBER		BORE PIT
	RISER		
	STRAND		
	LIGHT POLE		4 POLE ENCLOSURE
	ANCHOR		WATER VALVE
	HANDHOLE		WATER METER
	SPOT LOCATION		STREET SIGN
	ABOVE GROUND STRUCTURE		EWER WELL
	RECONDUCTIVE BORE PIT		POWER METER
	RECONDUCTIVE BORE PIT		POWER MANHOLE
	TREE		OPEN VALVE
	RR SIDEWALK		TELEPHONE
	RR SIDEWALK WITH		TELEPHONE METER
	STORM GRATE		CABLE VALVE
	STORM DRAIN		FIRE WALL
	STATION MARKER		TV WALL MOUNT
	SIDEWALK		
	COMMERCIAL DRIVEWAY		
	RESIDENTIAL DRIVEWAY		
	MANHOLE		
	CONDUIT		
	TRAFFIC ARROW		
	BICYCLE LANE		
	PROBLE TAG		
	ACTIVE TAG		

LINE TYPE

LINE TYPE	COLOR	NAME	LINE TYPE	COLOR	NAME
BDC	WHI	BLOCK OF CURE	RDV	WHI	RIGHT OF WAY
BDC	RED	BURIED ELECTRIC	SVR	GRN	SANITARY/SEWER
BDC	RED	BURIED FIBER OPTIC	STM	GRN	STORM
BDC	RED	BURIED TELEPHONE	STL	RED	STREETLIGHT
BDC	RED	BURIED CABLE TV	SBB	WHI	SUBMIT BROADCAST
BDC	WHI	CAT 5	TC	WHI	TOWER CLOUD
BDC	WHI	CAT 6	TRK	WHI	TURNOVER
BDC	WHI	CENTRAL FL EXP	TFC	WHI	TRAFFIC
BDC	WHI	COAM	UC	WHI	UTILITY EMBLEM
BDC	WHI	CONCRETE	VTR	BLU	WATER
BDC	WHI	CONCRETE	RVL	BLU	WATER VALVE
BDC	WHI	COX CABLE	+++++	RED	RAILROAD TRACK
BDC	WHI	EMBARC	CONSTRUCTION TYPE		
BDC	WHI	EDGE OF PAVEMENT			
BDC	WHI	EXTREM			
BDC	WHI	FENCE			
BDC	WHI	GUARD RAIL			
BDC	WHI	FORCED MAIN			
BDC	WHI	OAS			
BDC	GRN	GRAVITY MAIN			
BDC	WHI	HOT WATER SUPPLY			
BDC	WHI	HOTWIRE			
BDC	WHI	IBRATION			
BDC	WHI	LEVEL 3			
BDC	WHI	NONPOTABLE WATER			
BDC	WHI	ORANGEWOOD UTILITY COMPANY			
BDC	BLU	RECALVED WATER			
BDC	WHI	REFRESH CANALS			



Having an idea for a project? Let us help you get it done. Our experienced project managers will help you navigate the permitting process from start to finish. Call us today at 904.562.2222 or visit us online at SunshineFL.com. We're here to help you get it done.

NOT TO BE REPRODUCED FOR ANY PURPOSES
This document contains confidential information and is intended for the use of the recipient only. If you are not the intended recipient, you should not disseminate, distribute or copy this document. If you have received this document by mistake, please notify the sender immediately by e-mail at [redacted]. This document is the property of the City of Archer and is loaned to you for your information only. It is not to be reproduced or used in any way without the prior written permission of the City of Archer.

CITY OF ARCHER
Permit



GENERAL NOTES

1. It is expressly stipulated that this permit is a license for Permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
2. Whenever necessary for construction, repair, improvement, maintenance, safe and efficient operation, alternation or relocation of all, or any portion of said highway as determined by the City Manager, any or all of said poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be immediately removed from said highway, or reset or relocated thereon as required by the City Manager, and at the expenses of the permittee unless reimbursement is authorized.
3. All work shall meet the City's standards and be performed under the supervision of the Public Works Department.
4. All materials and equipment shall be subject to inspection by the Public Works Department.
5. All Department property shall be restored to its original condition as far as practical, in keeping with Department specifications, and in a manner satisfactory to the Public Works Department. During the installation, it shall be the responsibility of the permittee to keep the area associated with this installation in a neat and orderly fashion. This shall include the removal of all trash and litter that may accumulate in the area and the removal of any graffiti that may be placed on any structure associated with this permit during the installation.
6. The attached Exhibit A covering details of this installation shall be made a part of this permit.
7. The permittee shall commence actual construction in good faith within sixty (60) days from the date of said permit approval and shall be completed within _____ days. This permit expires at the end of 60 days if no work has begun.
8. The construction and maintenance of such utility shall not interfere with the property and rights of a prior permittee.
9. Special conditions: Permittee shall re-grade, seed, fertilize, and mulch all disturbed areas.
10. The permittee shall adhere to all traffic control will be in accordance with the most recent Roadway and Traffic Design Standards, Section No. 600 issued by the Department of Transportation (FDOT). All utility installation will be in accordance with the most current issue of the FDOT guides.
11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in the land to be entered upon and used by the permittee. During construction, all safety regulations of the State and City shall be observed, and the permittee must take such measures, including placing and displaying of safety devices, as may be necessary in order to safely conduct the public through the project area in accordance with the State and Federal traffic safety standards.
12. The Permittee will to the extent permitted by, and in accordance with 768.28, Florida Statutes, at all times, assume all risk of and indemnify, defend, and save harmless the City of Archer, its Department of Public Works employees and agents, from and against any and all loss, damage, cost or expense arising from Permittee's negligent acts or omissions, or the negligent acts or omissions of Permittee's Officers or employees in the exercise or attempted exercises by said holder of the aforesaid rights and privileges.
13. The permittee shall be solely responsible for relocation of its facilities in the event of future roadway improvements.
14. The City Manager shall be notified forty-eight (48) hours in advance before starting work.
15. The permittee shall notify the City if a contractor is performing the work, and the contractor's information. The contractor should execute this permit and be held to the same standards as permittee and provide proof of licensing and applicable insurance coverage.
16. In the case of non-compliance with the City's requirements, this permit is void and the facility will have to be made to comply with such requirements or be removed from the right-of-way at no cost to the City.
17. Venue and Law: Venue shall be in Alachua County, Florida. This permit shall be governed and construed in accordance with the laws of the State of Florida.



CONSTRUCTION PERMIT DWG
PROJECT LOCATION
SW 143RD AVE APPROX
470' EAST OF SW 170TH ST
16878 SW 143RD AVE
ARCHER, FL
COUNTY: ALACHUA
S: 16 I: 115 R: 18E
DWG TYPE: GENERAL NOTES
DWG 5
DATE CREATED: 11/13/23
DATE REVISED: XX/XX/XX

Approved for use by the Customer and subject to the terms and conditions of the license agreement at www.sunshine811.com

PLEASE READ THESE INSTRUCTIONS CAREFULLY
This permit is for the installation of utility lines. It is the responsibility of the permittee to verify the location and depth of existing utilities. The permittee shall be responsible for the safety of the public during construction. The permittee shall be responsible for the safety of the public during construction. The permittee shall be responsible for the safety of the public during construction.

WARNING: THIS PERMIT IS FOR PERMISSIVE USE ONLY. NOT FOR CONSTRUCTION.
This document contains confidential information. It is the responsibility of the permittee to verify the location and depth of existing utilities. The permittee shall be responsible for the safety of the public during construction. The permittee shall be responsible for the safety of the public during construction. The permittee shall be responsible for the safety of the public during construction.

City of Archer Permit





CONSTRUCTION PERMIT DWG
 PROJECT LOCATION
 SW 143RD AVE APPROX
 470' EAST OF SW 170TH ST
 16878 SW 143RD AVE
 ARCHER, FL
 COUNTY: ALACHUA
 S: 16 T: 11S R: 18E
 DWG TYPE: PLAN VIEW
 DWG 6
 DATE CREATED: 11/13/23
 DATE REVISED: XX/XX/XX



NOTICE TO THE CONTRACTOR
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION.

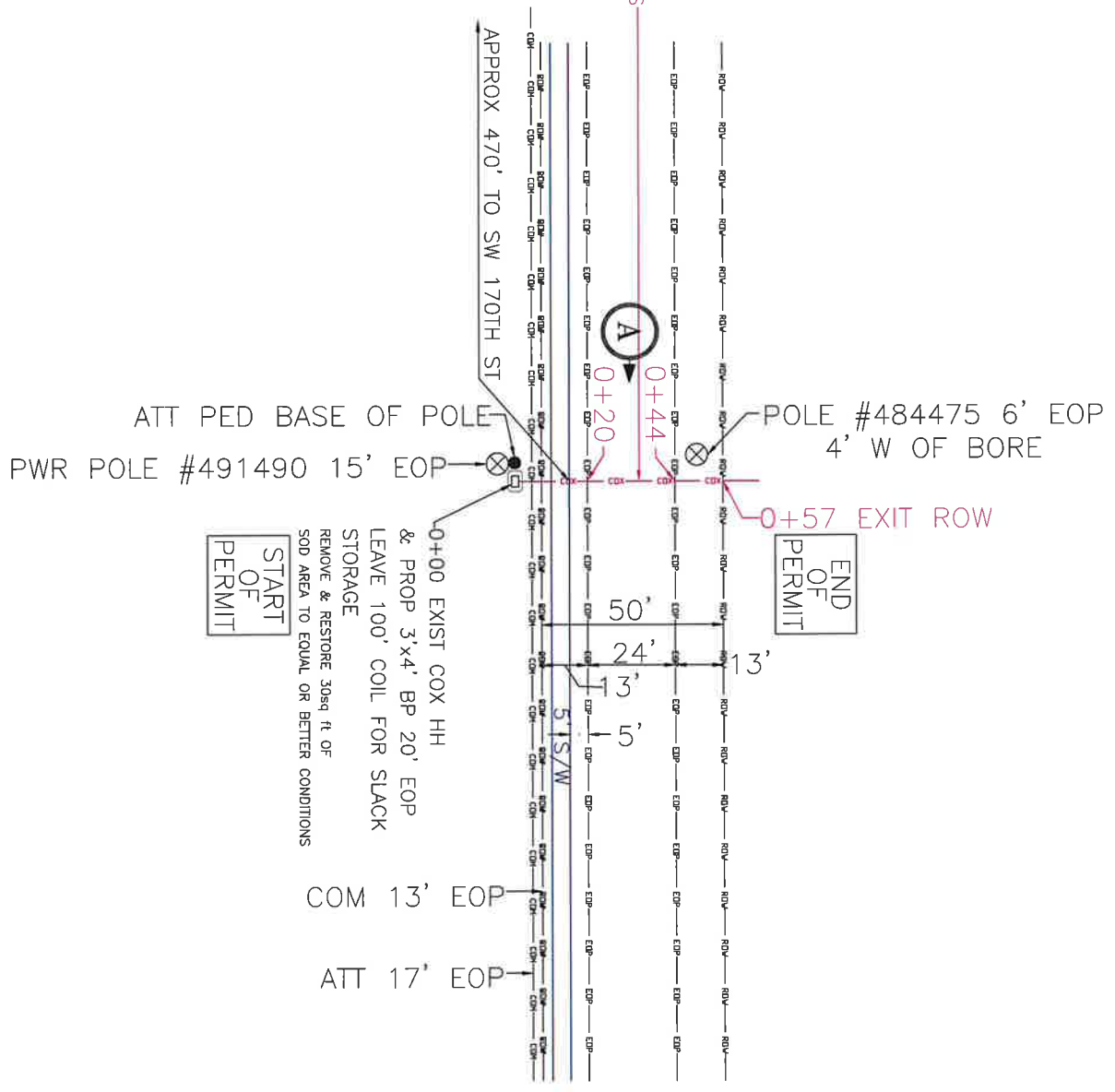
CONTRACTOR'S RESPONSIBILITY
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION.

CONTRACTOR'S RESPONSIBILITY
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO CONSTRUCTION.

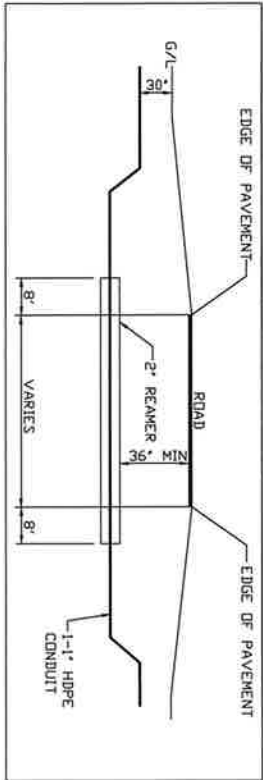
City of Archer
 Permit



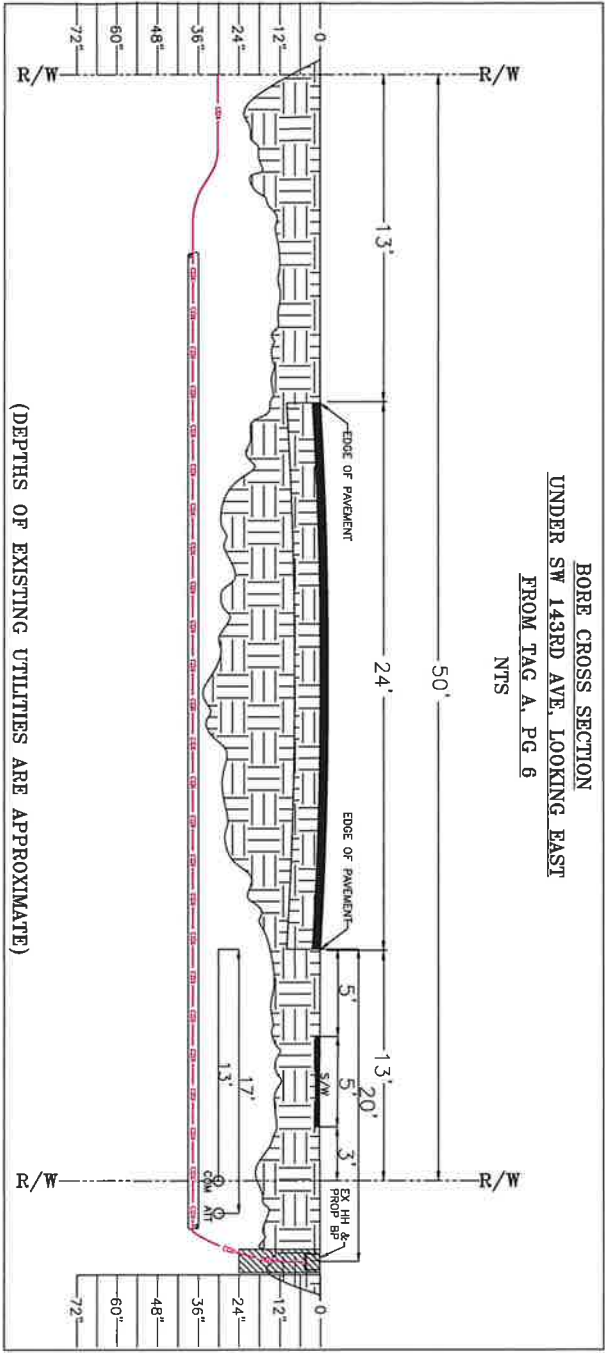
16878 SW 143RD AVE
 ARCHER, FL 32009



DIRECTIONAL BORE
 (MIN 36" COVERAGE)
 INSTALL (1) 1" HDPE CONDUITS



BORE CROSS SECTION
UNDER SW 143RD AVE, LOOKING EAST
FROM TAG A, PG 6
 NTS



(DEPTHS OF EXISTING UTILITIES ARE APPROXIMATE)



CONSTRUCTION PERMIT DWG
 PROJECT LOCATION
 SW 143RD AVE APPROX
 470' EAST OF SW 170TH ST
 16878 SW 143RD AVE
 ARCHER, FL
 COUNTY: ALACHUA
 S: 16' T: 115' R: 18E
 DWG TYPE: PROFILES
 DWG 7
 DATE CREATED: 11/13/23
 DATE REVISED: XX/XX/XX

Approved and Sealed by the Professional Engineer for the State of Florida
SunshineFL.com
 STATE REGISTRATION NO. 12000
 LICENSE EXPIRES 12/31/2024
 PROJECT NO. 2023-0001
 DATE OF SEALING 11/13/23
 SEALING OFFICE 1111 N. W. 15th St., Ft. Lauderdale, FL 33304
 SEALING PHONE 954-344-1111
 SEALING FAX 954-344-1111
 SEALING EMAIL info@sunshinefl.com

NOTE TO INSTALLATION CONTRACTOR
 Permit is for installation purposes only, not for construction.
 Drawings may not reveal the substance or location of all underground utilities or obstructions.
 Contractor shall verify the location and depth of all existing and proposed utilities and obstructions prior to any excavation or installation of conduits or other equipment.
 You must contact local utility companies and location services for each verification prior to any excavation.

CONTRACTOR RESPONSIBILITY
 THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION AND IS PROPERTY OF WORLDWIDE FIBER OPTICS, INC. IT IS TO BE KEPT IN STRICTLY CONFIDENTIAL AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT WRITTEN PERMISSION BY WORLDWIDE FIBER OPTICS, INC.

City of Archer
Permit



NOTE:
 1. This index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.

2. L = Taper Length
 X = Work Zone Sign Spacing
 B = Buffer Length
 See Index 102-600 for "L", "X", "B", and channelizing device spacing values.

3. Where work activities are between Z and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.

4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.

5. For work less than Z from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.

6. The "Speeding Fines Doubled When Workers Present" signs (WOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.

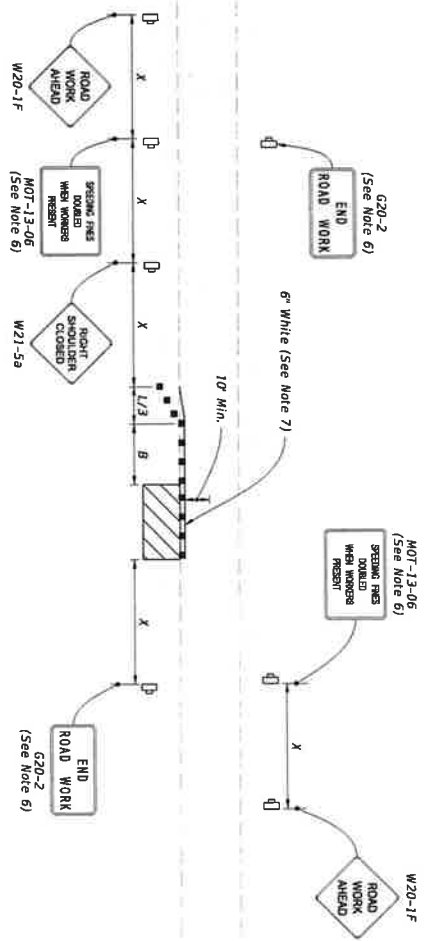
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.

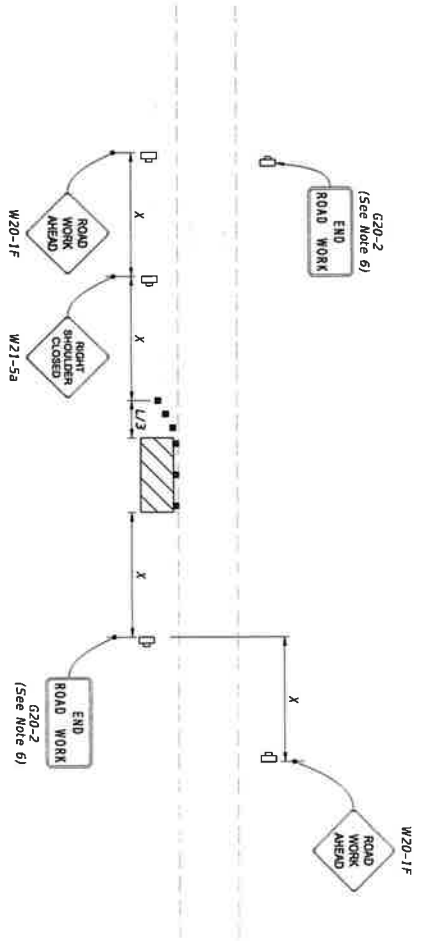
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

- Channelizing Device (See Index 102-600)
- Work Area
- ▭ Work Zone Sign
- ▭ Lane Identification and Direction of Traffic







**TWO-LANE ROADWAY
 SHOULDER WORK LESS THAN Z' FROM THE TRAVELED WAY
 WITH WORK ZONE SPEED OF 45 MPH OR LESS**

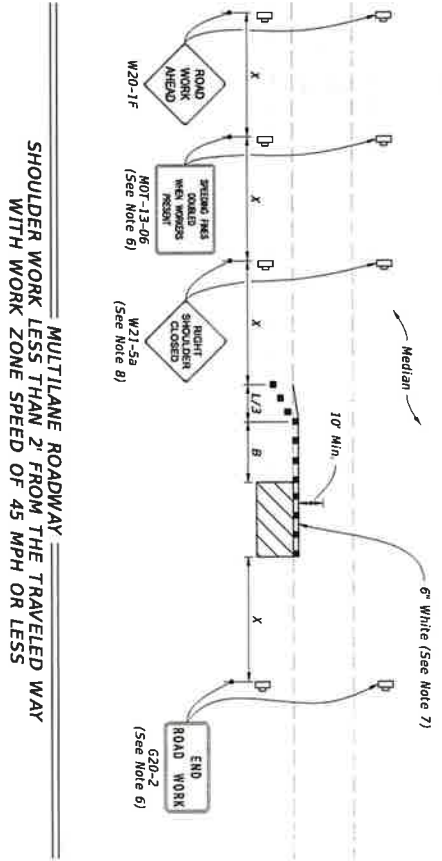
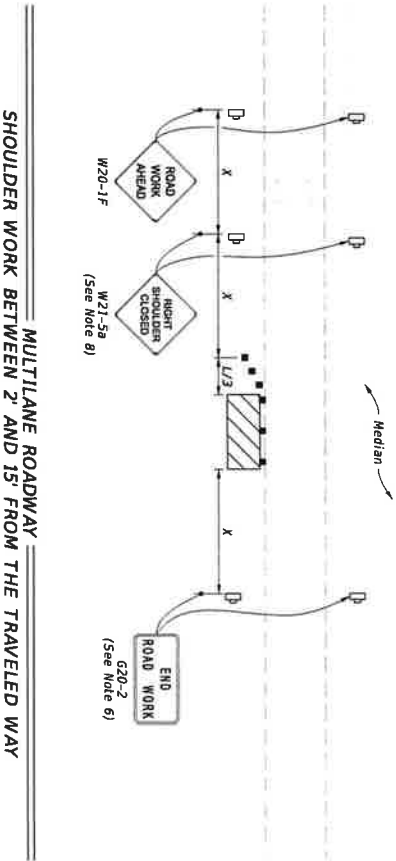


**TWO-LANE ROADWAY
 SHOULDER WORK BETWEEN Z' AND 15' FROM THE TRAVELED WAY**

LAST REVISION	DESCRIPTION:	INDEX	SHEET
11/01/21		102-602	1 of 2

LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 2 of 2
---------------------------	--------------	--------------------------------------	--	------------------	-----------------

- SYMBOLS:**
-  Work Area
 -  Channelizing Device (See Index 102-600)
 -  Work Zone Sign
 -  Lane Identification and Direction of Traffic





CITY OF ARCHER

VII. New Business

Agenda Item 4: Resolution No 2023-32, 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 December 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

VIII. Reports, Correspondence, Communications:

No Reports

Commissioner Action: None required