



CITY OF ARCHER

Mayor: Iris Bailey

Vice-Mayor: Kathy Penny

Commissioners: Fletcher Hope, Joan White, Marilyn Green

City Manager: Charles A. (Tony) Hammond CCM

January 8, 2024

6:00 P.M.

CITY COMMISSION
MEETING

ARCHER CITY HALL

Join Zoom Meeting

<https://us02web.zoom.us/j/87981703263?pwd=c3QyaXFuTFRlVzA0a20yRWM2ZlpQdz09>

Meeting ID: 879 8170 3263

Passcode: 201530

Dial by your location

- +1 305 224 1968 US
- +1 312 626 6799 US
- +1 646 558 8656 US
- +1 646 931 3860 US
- +1 301 715 8592 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
ADDITIONS OR DELETIONS TO THE AGENDA
ADOPTION OF AGENDA

I. Consent Agenda

- Agenda Item 1:** Approve minutes from December 11, 2023, City Commission Meeting
- Agenda Item 2:** Fee Waiver Request-Twila Love Fest, August 31, 2024, Wilson Robinson Park 10am-6:30pm
- Agenda Item 3:** Fee Waiver Request-ACPO MLK Banquet, March 16, 2024, Archer Community Center 4pm-10pm
- Agenda Item 4:** Fee Waiver Request- Shiloh Missionary Baptist Church MLK Celebration, January 15, 2024, Archer Community Center 9am-3pm

***Elect Mayor & Vice Mayor**

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 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.*

V. Planning Calendar

- A.** City Hall will be closed on Monday, January 15th in observation of MLK Jr. Holiday
- B.** Arbor Day Celebration on Friday, January 19th at 1pm, Wilson Robinson Park
- C.** Town Hall Meeting on Tuesday, February 6th at 6:30pm, Archer Community Center
- D.** JCC Meeting at 6pm, City Commission Meeting at 6:30pm on Monday, February 12th, City Hall

VI. Old Business

Agenda Item 1: Resolution No 2024-01, Interlocal Agreement between the City of Newberry and the City of Archer for the Provision of Wastewater Treatment and Disposal Services

Agenda Item 2: Resolution No 2023-41, Implementing New Electronic Meeting Policy to Eliminate Use of the Zoom Platform and Broadcast Meetings via Youtube

VII. New Business

Agenda Item 1: Resolution Number 2024-02, Updating the Administrative Fee Schedule

Agenda Item 2: Ratify Expenditure for the Emergency Tree Removal on December 20, 2023, for the Amount of \$18,480.00

Agenda Item 3: RFP 2023-03 Results for the Physical Facility Security and Surveillance at Wilson Robinson Park

VIII. Reports, Correspondance, Communication

None

IX. City Managers Report

X. Attorney Report

XI. Commissioners Report

XII. Public Comment Period

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Thank you for your cooperation.

The Commission is here to serve you.

XIII. Adjournment



CITY OF ARCHER

I. Consent Agenda

Agenda Item 1: Approve minutes from December 11, 2023, City Commission Meeting

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10am-6:30pm

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Center 4pm-10pm

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January 15, 2024, Archer Community Center 9am-3pm

Staff Recommendation: Approve Agenda Items 1-4

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

CITY COMMISSION MEETING MINUTES

Monday, December 11, 2023, Time: 6:30 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 6:31pm:	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
	Joan White

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

ADDITIONS OR DELETIONS TO THE AGENDA

None

ADOPTION OF AGENDA

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

No public comment

Motion Carried: 5-0

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

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

No public comment

Motion Carried: 5-0

II. Guest

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

Ms. Appel gave updates; Suwannee River Water Management District will be funding 50% of the two projects for stormwater. They are meeting with a surveyor tomorrow at Laurel Hill Cemetery to look at software to map the cemetery. Gatorskitch will be meeting with us to address ADA compliance and expansion of City Hall. Working on interlocal with City of Newberry for wastewater.

III. Public Announcements

None

IV. Public Comment

Roberta Lopez, Gerie Crawford

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
- 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
City Manager Hammond reviewed the planning calendar.

VI. Old Business

Agenda Item 1: Ordinance No. 02-2023, LDC 23-01, Amending Section 15.02 Entitled Zoning Districts Agricultural District Adding Recreational Vehicle Parks as a Permitted Use (second reading)
City Attorney Adams read Ordinance No. 02-2023 by title only.
Commissioner White motioned to approve Ordinance No. 02-2023, seconded by Commissioner Hope.
No public comment
Motion Carried: 5-0

VII. New Business

Agenda Item 1: Wastewater Interlocal Agreement with City of Newberry

City of Newberry Mayor Marlowe and Jamie Jones reviewed the agreement and answered questions from the Commission and public. Their current wastewater plant can accommodate the additional wastewater from Archer. March 2026 is the target for the City of Newberry to have their new facility expansion completed. The City of Archer plans to start construction for first phase in December 2024, approximately 306 connections are in the first phase, we have approximately 540 total accounts. The first phase grant funding has connections fees included. Connections will be mandatory if the lines go by your location.

Public comment: Roberta Lopez

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
 City Attorney Adams read Resolution No. 2023-44 by title only.
 Commissioner Hope motioned to approve Resolution No. 2023-44, seconded by Commissioner White.
 No public comment
Motion Carried: 5-0

Agenda Item 3: Right-of-Way Permit, Worldwide Fiber for Cox Cable
 Commissioner White motioned to approve the right-of-way permit, seconded by Vice Mayor Penny.
 No public comment
Motion Carried: 5-0

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
 City Attorney Adams read Resolution No 2023-32 by title only.
 Commissioner Hope motioned to approve Resolution No 2023-32, seconded by Commissioner Green.
 No public comment
Motion Carried: 5-0

VIII. Reports, Correspondence, Communication
 None

IX. City Managers Report

1. Overtime for the month of November.

	11/1/23	11/15/23	11/29/23
Deanna Alltop	6.75	6.75	.75
John Berger	27.5	20.25	0
Carlton Miller	0	6	0
Calvin Robinson	20.25	10.75	0
Justin Southard	8.25	0	0
Tangie Green	4.75	9.5	1.5
Cindy Thomas	4	7.5	0

2. The staff will re-start the food drive at Maddox Park on 12/12/23 in conjunction with Cox Communication. 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 appeared before the magistrate on 11/28/23)
 •CV 16376 SW 134th Ave. Unpermitted livestock (roosters) (40 days to comply then \$200 per day)
 •CV 12679 SW 167th Dr., overgrown yard, litter, trash, garbage, dilapidated structure, (30 days to comply then \$200 per day)
 •CV 11578 SW 169th Way, overgrown yard, litter, trash, garbage, (60 days to comply then \$50 per day)

4. The new Christmas Tree has been installed at the Community Center. Our Public Works guys did an awesome job putting it and the Christmas lights up. We will be holding the Christmas Tree Lighting at

6:00 pm this Saturday followed by a visit from Mr. and Mrs. Clause and a toy give away with refreshments.

5. Started cutting back right of ways, started doing signs washing and replacing the ones that need to be replaced, put up Christmas decorations. Water leaks one on Pearson St. one on CR 346 marked plots in the cemetery. Little spot mowing. Started cleaning around sidewalks, put together and helped with the Veterans Day celebration, 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

No report

Thank you to all who attended the ethics training session.

XI. Commissioners Report

Commissioner Hope

Continues to support/represent the City at the NCFPC meetings.

Asked the City Attorney for an update on the CSX transfers.

Suggested we use the Kiosk at the trail to post information.

Commissioner Green

Attended the FLC Legislative Update

Commissioner White

The upcoming Christmas event is on December 16, we have toys donated for Santa & Mrs. Claus to giveaway.

Requested no parking signs for the right-a-way by Young's or the Archer Community Center.

Vice Mayor Penny

Attended the Ethics training at Folds Walker office.

Attended the opioid task force conference call.

Mayor Bailey

Attended the FLC Legislative Update.

Attended the NLC conference in Atlanta.

Discussion on the event calendar for 2024, ideas are below.

Town Hall meeting on February 6th at 6:30pm, Archer Community Center.

Community Sunrise Easter Service and Event Day in March.

Great American Clean-up and Community Wide Yard Sale in April.

Gala in May.

Juneteenth and Town Hall meeting in June.

Fourth of July event and Back to School event in July.

Health Fair in August.

Town Hall Meeting in September.

Trunk or Treat in October.

Veterans Event in November.

Toy Drive in December.

XII. Public Comment Period

Roberta Lopez-inquired about an inspection report at the Archer Community Center.

The Commission tasked the City Attorney to write a letter to the third party for the report at the Archer Community Center.

Also, a letter to Orkin to send a full report one time a year, asking about a monthly report.

XIII. Adjournment

Mayor Bailey adjourned the meeting at 8:40pm.

Charles Hammond, City Manager

Iris Bailey, Mayor

Rental Use Agreement

Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks

Phone: 352.495.2880 Fax: 352.495.2445

Rental Contact Information	
Contact Name:	Felicia Carnegie Parker
Address: <i>mailing Address</i>	391 QUARTER DR.
City:	Ruffin
State:	South Carolina
Zip:	29475
Phone Numbers (please provide the best two contact numbers)	1. 843-599-4647 2.
Email:	fcp_sunshine1@gmail.com
Additional Contact Name: (required)	Larry D. Parker
Phone:	843-599-8534
Email:	l9581d.parker@gmail.com
Description of Rental	
Date of Rental:	August 31, 2024
Organization Name: (required if organization is sponsoring rental)	
Is your Organization Tax Exempt?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please provide Certificate of Exemption with Agreement)
Type of event:	Twila Love Fest
Number of Expected Attendees:	ONE Hundred
Select Rental location	
Location of Event	Price
<input type="checkbox"/> Archer Community Center **	\$300.00 first 4 hours; \$50.00/hour over 4; or \$500.00 (8:30am-10:00pm) *
<input type="checkbox"/> Ollie Mae Senior Center **	\$50.00/ (min 4 hours); \$25.00/hour over 4
<input checked="" type="checkbox"/> Wilson Robinson Park Ballfields***	\$100.00/0-4 hours; \$25.00/hour over 4; (lights \$40.00 per hour
<input checked="" type="checkbox"/> Wilson Robinson Park Pavilion***	\$100/(min 4 hours), \$25.00/hour over 4; (lights \$20.00/hour)
<input type="checkbox"/> Maddox Park***	\$50.00/ (first 4 hours, \$25 /hour after first 4)
<input type="checkbox"/> Deposit Community Center	\$300.00/event; Sound/Audio Visual \$500.00/event plus \$30.00/hour staff;
<input type="checkbox"/> Deposit Other Locations	\$100.00/event
*Special Rate Monday through Thursday \$200.00 8:30am-10:00pm: Special Wedding Package \$1,000	
** Optional Cleaning fee \$250.00; extended overtime charges \$50.00 first hour, \$80.00 second hour, \$120.00 each additional	
***Wilson Robinson Park and Maddox Park Close at 8:00 PM unless special arrangements are made in advance with MGR	
Rental Times	
Setup Time:	10:00 AM / PM to 11:45 AM / PM Total Setup Time: 1 hr 45 mins
Event Time:	12:00 AM / PM to 5:00 PM / PM Total Event Time: 5 hrs
Breakdown Time:	5:30 AM / PM to 6:30 AM / PM Total Breakdown Time: 1 hr
Total Rental Time:	7 hrs 45 min (add total hours of Setup, Event & Breakdown times)

Sub

For ACC/SC/REC Use			
Deposit Amount Collected:		Final Payment:	
Date Processed:		Date Processed:	
Processed by:		Processed by:	
Type of Payment:		Type of Payment:	
Tax Exempt?		Tax Exempt?	
			Scanned? Yes No
			CC/Debit Receipt Included? Yes No

Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks

Phone: 352.495.2880 Fax: 352.495.2445

City of Archer and Sponsor hereby agree that Sponsor shall have the right to rent the selected location as set forth above, subject to the following terms and conditions:

1. Reservations & Security Deposit:

No event is officially reserved and placed on the calendar until:

- This Rental Use Agreement is signed and returned by Sponsor to the Archer City Manager or his designee. A fully executed contract approved and signed by the City Manager confirms the event.
- Half of the rental payment is made at time of contract signing
- The appropriate security deposit* is submitted with completed Rental Use Agreement
 - **Payment via Credit/Debit card is preferred. Please complete Credit/Debit Card Authorization Form attached.**
 - **If alcohol is served, a credit card must be placed on file for possible damages, there are no exceptions to this: CC# _____**
 - Please submit a check made payable to City of Archer and write your event date in the memo line.
 - The specified security deposit is refundable in its entirety if there are no damages incurred to the space rented for the event per this Rental Use Agreement. The City Manager has 30 days to refund the security deposit to the authorized credit/debit card.
 - If there are damages, these deposit funds will be used to reimburse the City of Archer for any damages caused by Sponsor and any additional cleanup made necessary by Sponsor.

2. Cost & Payment:

- A. Upon receipt of the executed Rental Use Agreement and the appropriate security deposit, the Sponsor agrees to pay half of the total "Use Fee", which covers set-up, insurance, and management fees.
- B. The balance of the Use Fee is due 7 days prior to the setup of the event.

Use Fee: \$ _____ + Deposits _____ = Total _____

Balance of Use Fee due 7 days prior to event date _____ in the amount of \$ _____.

3. Cancellation:

- If the Sponsor provides Archer City Manager with written notice of cancellation more than ninety (90) days prior to the event, the security deposit and Half Use Fee paid upon execution of the Agreement shall be refunded in full. Please note: the Half Use Fee will take up to two weeks to refund.
- If the Sponsor cancels within ninety (90) days of the date of the event, the Half Use Fee shall not be refunded to Sponsor unless cancellation is due to a reason in paragraph 14 C of this agreement. The security deposit will be refunded in full.

4. Smoking:

Smoking is prohibited in the Archer Community Center, the Ollie Mae Senior Center and all other City of Archer properties.

Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks

Phone: 352.495.2880 Fax: 352.495.2445

5. Food and Beverages:

- A. Please indicate if alcoholic beverages will be served at the event. YES _____ NO ✓
If yes, the sponsor shall make arrangements with ASO for onsite coverage inside and outside during the entire event. The number of officers will be determined by the number of attendees.
- B. All persons participating in the City of Archer approved events must adhere to Florida Statute 562.11 regarding alcoholic beverages.

FS 562.11 – It is unlawful for any person to sell, give, serve, or permit to be served alcoholic beverages to a person under 21 years of age or to permit a person under 21 years of age to consume such beverages on the premises.

- C. If a caterer is used, the caterer is responsible for cleanup of the entire kitchen (refer to Section 7.) Failure to do so could result in additional charges to Sponsor.
- D. While food and beverages are permitted at most outdoor venues and parks, **food and beverages are NOT PERMITTED inside the Splash pad fencing area.**

6. Set-up/Items Requested:

- A. Sponsor shall meet with an Archer City Staff representative at least two weeks prior to the event to finalize room layout and equipment needed for the event. If Sponsor fails to meet with an Archer City Staff representative at least two weeks prior to the event, Archer City Manager, at its option, may deem Sponsor as having cancelled the event.
- B. All set-up arrangements, including point of delivery of set-up equipment and personnel, arrival of caterers, flowers, etc., must be confirmed with the Archer City Staff no less than two weeks prior to event.
- C. Kitchen: (Archer Community Center/Ollie Senior Center)
 If utilized, kitchen and equipment must be thoroughly cleaned
 • Yes _____ No _____
- D. Tables and chairs: (Archer Community Center/Ollie Senior Center)
 If utilized, all tables and chairs must be wiped down and returned to the storage closet.
 Capacity: tables and chairs 150 (banquet style); Chairs only 216 (auditorium style)(Community center)
 • Number tables _____
 • Number Chairs _____

7. Clean-up:

The Archer Community center, Ollie Mae Senior Center, Wilson Robinson Park and Maddox Park shall be left in the same condition as it was prior to the event. Tables and chairs should be stored in appropriate spaces. *The Archer City Staff member on site is not responsible for cleanup.* The Sponsor is responsible for the following clean up before the departure time listed in this Rental Use Agreement:

- Removal and proper disposal of food, beverages, and garbage from all receptacles used in room rented (this does not include restroom areas)
 - Dumpster for garbage disposal is located outside of the Staff Entrance to the left in the Staff Parking lot
- Wipe down of all equipment used, i.e. tables, chairs, counter space, etc.
- Sweeping of floors

Please report any issues with cleanup or damages to staff member on site.

Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks

Phone: 352.495.2880 Fax: 352.495.2445

8. Departure:

If the event extends beyond the reservation time, the Sponsor will pay to City of Archer \$200 per hour for each excess hour the event extends. A partial hour will be considered as a whole hour in determining the additional sums to be paid to City of Archer. Sums will be rendered through the \$200 security deposit or the staff person working the event may collect this fee before sponsor leaves the facility.

9. Event Changes:

- A. Any request for changes in time, number of people, set-up, etc., desired by Sponsor must be made in writing and forwarded to the City Manager at least two weeks prior to the event. While the City Manager will try to accommodate Sponsor's changes, Sponsor understands that due to limitations in space and personnel, the City Manager may not be able to do so. The decision to accommodate Sponsor's changes shall be solely at City Manager's discretion. Any changes approved by City Manager shall be noted in writing.
- B. Event facilities are based on the anticipated number of guest. The City Manager reserves the right to adjust room assignment based on Sponsor's final guarantee and reserves the right to move the event to comparable meeting or banquet rooms other than those appearing in the Agreement.

10. Sponsor Representative:

- A. The individual named as the Sponsor's contact person on page 1 of this Agreement shall act as manager of the event, ensuring that all aspects of the event comply with City of Archer policies and guidelines. This includes, but is not limited to, the activities of the florists, performers and/or entertainers, delivery personnel, and caterers. Sponsor's contact person shall also serve as Sponsor's agent for the receipt of notices under this Agreement, at the address shown as the Sponsor's address on page 1 of this Agreement.
- B. Changes to aforesaid representative and addresses may be made by written notice sent to the appropriate address.

11. Damage and Insurance:

- A. Any damages shall be reported to the City Manager as soon as said damage is discovered.
- B. City Manager has the right to inspect and determine damages up to 24 hours after each event and to determine whether an outside vendor will be needed for repairs.
- C. If any portion of the City of Archer, its facilities or equipment is damaged by any act, omission, default, or negligence of Sponsor, its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to any Archer site or facility by Sponsor, Sponsor shall pay City of Archer upon demand a sum equal to the cost of repairing the damages in excess of the security deposit and restoring damaged facilities or equipment to the condition existing at the beginning of the event. In such event the Sponsor will be billed for damages above the security deposit. This amount is due upon receipt. Damage charges in excess will be charged to Sponsor's credit/debit card. If a Credit/Debit Card or other means of payment is not accessible to the City Manager and Sponsor does not pay within 15 days of receipt of bill, the City Attorney then reserves the right to seek legal means of collection. All fees and charges involved with collection, including attorney fees and court costs, will be charged to Sponsor and is due upon payment of damages.
- D. Sponsor shall indemnify and hold the City of Archer harmless against any and all liability imposed or claimed, including attorney's fees and court costs, arising directly or indirectly from any act or omission of Sponsor, its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted rented facilities by Sponsor, including but not limited to all claims relating to the injury or death of any person or damage to any property.

Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks

Phone: 352.495.2880 Fax: 352.495.2445

12. Décor:

Décor (over and above the use of centerpieces and plants) must be approved in advance by the City Manager. **No confetti, glitter, rice/bird seed, or similar items** may be used in the Community Center or Ollie Mae Senior Center. Candles may only be used if in an enclosure such as a globe or hurricane lamp, candles may not be taller than the enclosure. Banners, posters, and/or flyers may not be hung or attached to walls in any event space. No banners may be hung on the exterior of the Community Center or Ollie Mae Senior Center without permission from the City Manager.

13. Parking:

The Archer Community Center and Ollie Mae Senior Center have a designated parking lot. Parking is available there without restrictions after regular business hours. Street parking is not suggested nor permitted. Parking regulations apply to ALL vehicles. Catering and delivery parking is at the direction of the City Manager.

14. Miscellaneous:

- A. This Agreement includes all the terms and conditions agreed upon by the parties and no oral agreements or representation shall be valid or binding upon the parties hereto, and this Agreement may not be modified in any manner except by written agreement signed by both parties hereto.
- B. This Agreement is not binding until executed by all parties.
- C. If the event contemplated by this Agreement cannot take place due to an event beyond control of the parties, including, but not limited to, war, riot, terrorism, explosions, floods, fires, tornados, hurricanes, then neither party will be liable for any damages due to the cancellation of the event.
- D. The Agreement shall be construed in accordance with the laws of the State of Florida and any disputes hereunder shall be resolved in the courts situated in Alachua County, State of Florida.
- E. If a court of competent jurisdiction invalidates any provision of this Agreement, then all of the remaining provisions of the Agreement shall continue in full force and effect.
- F. City of Archer shall not provide copying, printing, faxing, or computer use under any circumstances.
- G. Sponsor shall ensure that Sponsor and its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to any facility/site by Sponsor shall comply with the City of Archer rules, regulations and policies applicable to its use.

The parties herein have read and agree on the above terms and conditions.

Felicia Carnegie Parker
Printed Name

Felicia Carnegie Parker
Signature

Date 12/21/2024

City of Archer Representative Printed Name

City of Archer Representative Signature

Date

Rental Use Agreement

Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks

Phone: 352.495.2880 Fax: 352.495.2445

Rental Contact Information	
Contact Name:	JESSI MOSES Jr
Address:	P.O. Box 41
City:	Archer FL 32618
State:	FL
Zip:	32618
Phone Numbers (please provide the best two contact numbers)	1. 352-278-4794 2.
Email:	jessie.moses.jr@gmail.com
Additional Contact Name: (required)	Tamika Hicks
Phone:	352-258 4908
Email:	
Description of Rental	
Date of Rental:	3-16-2024
Organization Name: (required if organization is sponsoring rental)	ACPO
Is your Organization Tax Exempt?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, please provide Certificate of Exemption with Agreement)
Type of event:	Community - MHR Bang
Number of Expected Attendees:	75-100
Select Rental location	
Location of Event	Price
<input checked="" type="checkbox"/> Archer Community Center **	\$300.00 first 4 hours; \$50.00/hour over 4; or \$500.00 (8:30am-10:00pm) *
<input type="checkbox"/> Ollie Mae Senior Center **	\$50.00/ (min 4 hours); \$25.00/hour over 4
<input type="checkbox"/> Wilson Robinson Park Ballfields***	\$100.00/0-4 hours; \$25.00/hour over 4; (lights \$40.00 per hour
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<input type="checkbox"/> Deposit Community Center	\$300.00/event; Sound/Audio Visual \$500.00/event plus \$30.00/hour staff;
<input type="checkbox"/> Deposit Other Locations	\$100.00/event
*Special Rate Monday through Thursday \$200.00 8:30am-10:00pm: Special Wedding Package \$1,000	
** Optional Cleaning fee \$250.00; extended overtime charges \$50.00 first hour, \$80.00 second hour, \$120.00 each additional	
***Wilson Robinson Park and Maddox Park Close at 8:00 PM unless special arrangements are made in advance with MGR	
Rental Times	
Setup Time:	4 AM (PM) to 5 AM (PM) Total Setup Time: 1
Event Time:	5 AM (PM) to 9 PM (PM) Total Event Time: 4
Breakdown Time:	9 AM (PM) to 10 AM (PM) Total Breakdown Time: 1
Total Rental Time:	(add total hours of Setup, Event & Breakdown times) 6

For ACC/SC/REC Use			
Deposit Amount Collected:		Final Payment:	
Date Processed:		Date Processed:	
Processed by:		Processed by:	
Type of Payment:		Type of Payment:	
Tax Exempt?		Tax Exempt?	
			Scanned? Yes No
			CC/Debit Receipt Included? Yes No

Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks

Phone: 352.495.2880 Fax: 352.495.2445

City of Archer and Sponsor hereby agree that Sponsor shall have the right to rent the selected location as set forth above, subject to the following terms and conditions:

1. Reservations & Security Deposit:

Request FEE WAIVED

No event is officially reserved and placed on the calendar until:

- This Rental Use Agreement is signed and returned by Sponsor to the Archer City Manager or his designee. A fully executed contract approved and signed by the City Manager confirms the event.
- Half of the rental payment is made at time of contract signing
- The appropriate security deposit* is submitted with completed Rental Use Agreement
 - **Payment via Credit/Debit card is preferred. Please complete Credit/Debit Card Authorization Form attached.**
 - **If alcohol is served, a credit card must be placed on file for possible damages, there are no exceptions to this: CC# _____**
 - Please submit a check made payable to City of Archer and write your event date in the memo line.
 - The specified security deposit is refundable in its entirety if there are no damages incurred to the space rented for the event per this Rental Use Agreement. The City Manager has 30 days to refund the security deposit to the authorized credit/debit card.
 - If there are damages, these deposit funds will be used to reimburse the City of Archer for any damages caused by Sponsor and any additional cleanup made necessary by Sponsor.

2. Cost & Payment:

Request FEE WAIVED

- A. Upon receipt of the executed Rental Use Agreement and the appropriate security deposit, the Sponsor agrees to pay half of the total "Use Fee", which covers set-up, insurance, and management fees.
- B. The balance of the Use Fee is due 7 days prior to the setup of the event.

Use Fee: \$ <u>WAVE</u> + Deposits <u>ON FILE</u> = Total _____
Balance of Use Fee due 7 days prior to event date _____ in the amount of \$ _____.

3. Cancellation:

- If the Sponsor provides Archer City Manager with written notice of cancellation more than ninety (90) days prior to the event, the security deposit and Half Use Fee paid upon execution of the Agreement shall be refunded in full. Please note: the Half Use Fee will take up to two weeks to refund.
- If the Sponsor cancels within ninety (90) days of the date of the event, the Half Use Fee shall not be refunded to Sponsor unless cancellation is due to a reason in paragraph 14 C of this agreement. The security deposit will be refunded in full.

4. Smoking:

Smoking is prohibited in the Archer Community Center, the Ollie Mae Senior Center and all other City of Archer properties.

Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks

Phone: 352.495.2880 Fax: 352.495.2445

5. Food and Beverages:

- A. Please indicate if alcoholic beverages will be served at the event. YES _____ NO ✓
If yes, the sponsor shall make arrangements with ASO for onsite coverage inside and outside during the entire event. The number of officers will be determined by the number of attendees.
- B. All persons participating in the City of Archer approved events must adhere to Florida Statute 562.11 regarding alcoholic beverages.

FS 562.11 – It is unlawful for any person to sell, give, serve, or permit to be served alcoholic beverages to a person under 21 years of age or to permit a person under 21 years of age to consume such beverages on the premises.

- C. If a caterer is used, the caterer is responsible for cleanup of the entire kitchen (refer to Section 7.) Failure to do so could result in additional charges to Sponsor.
- D. While food and beverages are permitted at most outdoor venues and parks, **food and beverages are NOT PERMITTED inside the Splash pad fencing area.**

6. Set-up/Items Requested:

- A. Sponsor shall meet with an Archer City Staff representative at least two weeks prior to the event to finalize room layout and equipment needed for the event. If Sponsor fails to meet with an Archer City Staff representative at least two weeks prior to the event, Archer City Manager, at its option, may deem Sponsor as having cancelled the event.
- B. All set-up arrangements, including point of delivery of set-up equipment and personnel, arrival of caterers, flowers, etc., must be confirmed with the Archer City Staff no less than two weeks prior to event.
- C. Kitchen: (Archer Community Center/Ollie Senior Center)
 If utilized, kitchen and equipment must be thoroughly cleaned
- Yes ✓ No _____
- D. Tables and chairs: (Archer Community Center/Ollie Senior Center)
 If utilized, all tables and chairs must be wiped down and returned to the storage closet.
 Capacity: tables and chairs 150 (banquet style); Chairs only 216 (auditorium style)(Community center)
- Number tables 10
 - Number Chairs 100

7. Clean-up:

The Archer Community center, Ollie Mae Senior Center, Wilson Robinson Park and Maddox Park shall be left in the same condition as it was prior to the event. Tables and chairs should be stored in appropriate spaces. *The Archer City Staff member on site is not responsible for cleanup.* The Sponsor is responsible for the following clean up before the departure time listed in this Rental Use Agreement:

- Removal and proper disposal of food, beverages, and garbage from all receptacles used in room rented (this does not include restroom areas)
 - Dumpster for garbage disposal is located outside of the Staff Entrance to the left in the Staff Parking lot
- Wipe down of all equipment used, i.e. tables, chairs, counter space, etc.
- Sweeping of floors

Please report any issues with cleanup or damages to staff member on site.

Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox
Parks

Phone: 352.495.2880 Fax: 352.495.2445

8. Departure:

If the event extends beyond the reservation time, the Sponsor will pay to City of Archer \$200 per hour for each excess hour the event extends. A partial hour will be considered as a whole hour in determining the additional sums to be paid to City of Archer. Sums will be rendered through the \$200 security deposit or the staff person working the event may collect this fee before sponsor leaves the facility.

9. Event Changes:

- A. Any request for changes in time, number of people, set-up, etc., desired by Sponsor must be made in writing and forwarded to the City Manager at least two weeks prior to the event. While the City Manager will try to accommodate Sponsor's changes, Sponsor understands that due to limitations in space and personnel, the City Manager may not be able to do so. The decision to accommodate Sponsor's changes shall be solely at City Manager's discretion. Any changes approved by City Manager shall be noted in writing.
- B. Event facilities are based on the anticipated number of guest. The City Manager reserves the right to adjust room assignment based on Sponsor's final guarantee and reserves the right to move the event to comparable meeting or banquet rooms other than those appearing in the Agreement.

10. Sponsor Representative:

- A. The individual named as the Sponsor's contact person on page 1 of this Agreement shall act as manager of the event, ensuring that all aspects of the event comply with City of Archer policies and guidelines. This includes, but is not limited to, the activities of the florists, performers and/or entertainers, delivery personnel, and caterers. Sponsor's contact person shall also serve as Sponsor's agent for the receipt of notices under this Agreement, at the address shown as the Sponsor's address on page 1 of this Agreement.
- B. Changes to aforesaid representative and addresses may be made by written notice sent to the appropriate address.

11. Damage and Insurance:

- A. Any damages shall be reported to the City Manager as soon as said damage is discovered.
- B. City Manager has the right to inspect and determine damages up to 24 hours after each event and to determine whether an outside vendor will be needed for repairs.
- C. If any portion of the City of Archer, its facilities or equipment is damaged by any act, omission, default, or negligence of Sponsor, its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to any Archer site or facility by Sponsor, Sponsor shall pay City of Archer upon demand a sum equal to the cost of repairing the damages in excess of the security deposit and restoring damaged facilities or equipment to the condition existing at the beginning of the event. In such event the Sponsor will be billed for damages above the security deposit. This amount is due upon receipt. Damage charges in excess will be charged to Sponsor's credit/debit card. If a Credit/Debit Card or other means of payment is not accessible to the City Manager and Sponsor does not pay within 15 days of receipt of bill, the City Attorney then reserves the right to seek legal means of collection. All fees and charges involved with collection, including attorney fees and court costs, will be charged to Sponsor and is due upon payment of damages.
- D. Sponsor shall indemnify and hold the City of Archer harmless against any and all liability imposed or claimed, including attorney's fees and court costs, arising directly or indirectly from any act or omission of Sponsor, its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted rented facilities by Sponsor, including but not limited to all claims relating to the injury or death of any person or damage to any property.

Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks

Phone: 352.495.2880 Fax: 352.495.2445

12. Décor:

Décor (over and above the use of centerpieces and plants) must be approved in advance by the City Manager. **No confetti, glitter, rice/bird seed, or similar items** may be used in the Community Center or Ollie Mae Senior Center. Candles may only be used if in an enclosure such as a globe or hurricane lamp, candles may not be taller than the enclosure. Banners, posters, and/or flyers may not be hung or attached to walls in any event space. No banners may be hung on the exterior of the Community Center or Ollie Mae Senior Center without permission from the City Manager.

13. Parking:

The Archer Community Center and Ollie Mae Senior Center have a designated parking lot. Parking is available there without restrictions after regular business hours. Street parking is not suggested nor permitted. Parking regulations apply to ALL vehicles. Catering and delivery parking is at the direction of the City Manager.

14. Miscellaneous:

- A. This Agreement includes all the terms and conditions agreed upon by the parties and no oral agreements or representation shall be valid or binding upon the parties hereto, and this Agreement may not be modified in any manner except by written agreement signed by both parties hereto.
- B. This Agreement is not binding until executed by all parties.
- C. If the event contemplated by this Agreement cannot take place due to an event beyond control of the parties, including, but not limited to, war, riot, terrorism, explosions, floods, fires, tornados, hurricanes, then neither party will be liable for any damages due to the cancellation of the event.
- D. The Agreement shall be construed in accordance with the laws of the State of Florida and any disputes hereunder shall be resolved in the courts situated in Alachua County, State of Florida.
- E. If a court of competent jurisdiction invalidates any provision of this Agreement, then all of the remaining provisions of the Agreement shall continue in full force and effect.
- F. City of Archer shall not provide copying, printing, faxing, or computer use under any circumstances.
- G. Sponsor shall ensure that Sponsor and its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to any facility/site by Sponsor shall comply with the City of Archer rules, regulations and policies applicable to its use.

The parties herein have read and agree on the above terms and conditions.

JESSIE MOSES JD

Printed Name



Signature

1-8-24

Date

City of Archer Representative Printed Name

City of Archer Representative Signature

Date

Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks
 Phone: 352.495.2880 Fax: 352.495.2445

Rental Contact Information	
Contact Name:	LIONEL WALKER
Address:	17515 SW 134 TH AVE
City	ARCHER
State	FL
Zip	32618
Phone Numbers <i>(please provide the best two contact numbers)</i>	1. 352-318-0912 2. 352-519-2337
Email:	LIONWALKA74@GMAIL.COM
Additional Contact Name: <i>(required)</i>	TAMESHIA WALKER
Phone:	
Email:	
Description of Rental	
Date of Rental:	JANUARY 15, 2024
Organization Name: <i>(required if organization is sponsoring rental)</i>	SHILOH MISSIONARY BAPTIST CHURCH
Is your Organization Tax Exempt?	<input type="checkbox"/> No <input type="checkbox"/> Yes <i>(If yes, please provide Certificate of Exemption with Agreement)</i>
Type of event:	MLK CELEBRATION
Number of Expected Attendees:	100
Select Rental location	ARCHER COMMUNITY CENTER
Location of Event	Price
<input checked="" type="checkbox"/> Archer Community Center **	\$300.00 first 4 hours; \$50.00/hour over 4; or \$500.00 (8:30am-10:00pm) *
<input type="checkbox"/> Ollie Mae Senior Center **	\$50.00/ (min 4 hours); \$25.00/hour over 4
<input type="checkbox"/> Wilson Robinson Park Ballfields***	\$100.00/0-4 hours; \$25.00/hour over 4; (lights \$40.00 per hour
<input type="checkbox"/> Wilson Robinson Park Pavilion***	\$100/(min 4 hours), \$25.00/hour over 4; (lights \$20.00/hour)
<input type="checkbox"/> Maddox Park***	\$50.00/ (first 4 hours, \$25 /hour after first 4)
<input type="checkbox"/> Deposit Community Center	\$300.00/event; Sound/Audio Visual \$500.00/event plus \$30.00/hour staff;

Rental Use Agreement
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Deposit Other Locations	\$100.00/event		
*Special Rate Monday through Thursday	\$200.00 8:30am-10:00pm: S	Special Wedding Package \$1,000	
** Optional Cleaning fee \$250.00;ed overtime charges \$50.00 extend		First hour, \$80.00 second hour, \$120.00 each additional	
***Wilson Robinson Park and Maddox P	Work Close at 8:00 PM unless s	Special arrangements are made in advance with MGR	
Rental Times			
Setup Time:	9AM / PM to	<u>11</u> AM / PM	Total Setup Time: 2
Event Time:	11 AM / PM to	<u>1</u> PM / PM	Total Event Time: 2
Breakdown Time:	<u>2</u> / PM	<u>3</u> / PM	Total Breakdown Time: 1HR
Total Rental Time:	(add total hours of Setup, Event & Breakdown times) 5HRS		
<i>For ACC/SC/REC Use</i>			
Deposit Amount Collected:		Final Payment:	
Date Processed:		Date Processed:	
Processed by:		Processed by:	
Type of Payment:		Type of Payment:	
Tax Exempt?		Tax Exempt?	
			Scanned? Yes No CC/Debit Receipt Included? Yes No

City of Archer and Sponsor hereby agree that Sponsor shall have the right to rent the selected location as set forth above, subject to the following terms and conditions:

1. Reservations & Security Deposit:

No event is officially reserved and placed on the calendar until:

- This Rental Use Agreement is signed and returned by Sponsor to the Archer City Manager or his designee. A fully executed contract approved and signed by the City Manager confirms the event.
- Half of the rental payment is made at time of contract signing
- The appropriate security deposit* is submitted with completed Rental Use Agreement
 - ***Payment via Credit/Debit card is preferred. Please complete Credit/Debit Card Authorization Form attached.***
 - *If alcohol is served, a credit card must be placed on file for possible damages, there are no exceptions to this: CC# _____*
 - Please submit a check made payable to City of Archer and write your event date in the memo line.
 - The specified security deposit is refundable in its entirety if there are no damages incurred to the space rented for the event per this Rental Use Agreement. The City Manager has 30 days to refund the security deposit to the authorized credit/debit card.
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Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks
 Phone: 352.495.2880 Fax: 352.495.2445

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- B. The balance of the Use Fee is due 7 days prior to the setup of the event.

Use Fee: \$ _____ + Deposits _____ = Total _____

Balance of Use Fee due 7 days prior to event date _____ in the amount of \$ _____.

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Smoking is prohibited in the Archer Community Center, the Ollie Mae Senior Center and all other City of Archer properties.

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If yes, the sponsor shall make arrangements with ASO for onsite coverage inside and outside during the entire event. The number of officers will be determined by the number of attendees.

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Rental Use Agreement

Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks

Phone: 352.495.2880 Fax: 352.495.2445

- C. Kitchen: (Archer Community Center/Ollie Senior Center) If utilized, kitchen and equipment must be thoroughly cleaned
- Yes _____ No _____ X _____
- D. Tables and chairs: (Archer Community Center/Ollie Senior Center)
If utilized, all tables and chairs must be wiped down and returned to the storage closet.
Capacity: tables and chairs 150 (banquet style); Chairs only 216 (auditorium style)(Community center)
- Number tables _____ • Number
Chairs _____ 100 _____

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Please report any issues with cleanup or damages to staff member on site.

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- D. Sponsor shall indemnify and hold the City of Archer harmless against any and all liability imposed or claimed, including attorney's fees and court costs, arising directly or indirectly from any act or omission of Sponsor, its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted rented facilities by Sponsor, including but not limited to all claims relating to the injury or death of any person or damage to any property.

12. Décor:

Décor (over and above the use of centerpieces and plants) must be approved in advance by the City Manager. **No confetti, glitter, rice/bird seed, or similar items** may be used in the Community Center or Ollie Mae Senior Center. Candles may only be used if in an enclosure such as a globe or hurricane lamp, candles may not be taller than the enclosure. Banners, posters, and/or flyers may not be hung or attached to walls in any event space. No banners may be hung on the exterior of the Community Center or Ollie Mae Senior Center without permission from the City Manager.

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The Archer Community Center and Ollie Mae Senior Center have a designated parking lot. Parking is available there without restrictions after regular business hours. Street parking is not suggested nor permitted. Parking regulations apply to ALL vehicles. Catering and delivery parking is at the direction of the City Manager.

14. Miscellaneous:

- A. This Agreement includes all the terms and conditions agreed upon by the parties and no oral agreements or representation shall be valid or binding upon the parties hereto, and this Agreement may not be modified in any manner except by written agreement signed by both parties hereto. B. This Agreement is not binding until executed by all parties.
- C. If the event contemplated by this Agreement cannot take place due to an event beyond control of the parties, including, but not limited to, war, riot, terrorism, explosions, floods, fires, tornados, hurricanes, then neither party will be liable for any damages due to the cancellation of the event.
- D. The Agreement shall be construed in accordance with the laws of the State of Florida and any disputes hereunder shall be resolved in the courts situated in Alachua County, State of Florida.
- E. If a court of competent jurisdiction invalidates any provision of this Agreement, then all of the remaining provisions of the Agreement shall continue in full force and effect.

Rental Use Agreement
Archer Community Center, Senior Center, Wilson Robinson and Maddox Parks
Phone: 352.495.2880 Fax: 352.495.2445

- F. City of Archer shall not provide copying, printing, faxing, or computer use under any circumstances.
- G. Sponsor shall ensure that Sponsor and its agents, employees, officers, directors, independent contractors, patrons, guests, event attendees or any person or vendor admitted to any facility/site by Sponsor shall comply with the City of Archer rules, regulations and policies applicable to its use.

The parties herein have read and agree on the above terms and conditions.

LIONEL WALKER

Printed Name

Lefur

Signature

Date

1/4/2024

City of Archer Representative Printed Name

City of Archer Representative Signature

Date



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: Resolution No 2024-01, Interlocal Agreement between the City of Newberry and the City of Archer for the Provision of Wastewater Treatment and Disposal Services

Staff Recommendation: Approve Resolution No 2024-01

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO 2024 - 01
CITY OF ARCHER, FLORIDA

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF NEWBERRY AND THE CITY OF ARCHER FOR THE PROVISION OF WASTEWATER TREATMENT AND DISPOSAL SERVICES; AUTHORIZING THE APPROPRIATE CITY STAFF AND OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING THAT THE CITY OF ARCHER WILL ACCEPT THE RIGHTS AND RESPONSIBILITIES OUTLINED IN THE ATTACHED AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part I, Florida Statutes, provides for and directs the cooperation between local governments to engage in joint efforts that results in the welfare of their citizenry; and

WHEREAS, Newberry owns, operates, and maintains a state permitted and regulated wastewater collection, treatment, and disposal utility for the benefit of its utility service area (“Newberry Service Area”) customers; and

WHEREAS, Newberry recently completed a Preliminary Engineering Report and a Clean Water Facilities Planning effort, which identified the need to construct additional wastewater treatment and disposal capacity and improve effluent water quality at their existing Wastewater Treatment Facility; and

WHEREAS, The Florida Department of Environmental Protection (hereafter “FDEP”) Clean Water State Revolving Fund (“SRF”) encourages and favors regional wastewater facilities and the elimination of existing onsite sewage treatment and disposal systems (hereafter “OSTDS”); and

WHEREAS, Both Newberry and Archer acknowledge mutual benefit by entering into an interlocal agreement for the treatment and disposal of Archer’s wastewater via Newberry’s new regional Advanced Waste Treatment wastewater treatment facility; and (“Newberry Wastewater Treatment Plant” or “WWTP”); and

WHEREAS, The Fiscal Year 2026 planned expansion of Newberry’s WWTP will provide ample capacity to treat and dispose of Archer’s wastewater to an advanced standard; and

WHEREAS, Archer intends to own, operate and maintain a wastewater collection and transmission system to serve its utility service area within Archer’s retail wastewater service area (“Archer Service Area”); and

WHEREAS, Archer wishes to connect to the Newberry wastewater transmission system and purchase wastewater service capacity on a wholesale basis from Newberry in order to serve within the Archer Service Area; and

WHEREAS, This Interlocal Agreement shall govern the provision of wastewater transmission, treatment, and disposal services to be provided by Newberry, on a wholesale basis, to Archer; and

WHEREAS, Newberry and Archer desire to enter into this interlocal agreement for the provision of wastewater transmission, treatment, and disposal services, and to memorialize their commitments as set forth in this Agreement (attached hereto as **Exhibit A**); and

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

WHEREAS, it is in the best interest of the City of Archer to execute the attached Interlocal Agreement.

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

Section 1. By affirmative vote of the City Commission, the City Mayor, City Clerk, and City Manager are hereby authorized to execute the Interlocal Agreement Between the City of Newberry and the City of Archer for the Provision of Wastewater Treatment & Disposal Services (attached hereto as **Exhibit A**), and such individuals are further authorized to execute any and all documents necessary to effectuate the same.

Section 2. The City of Archer will accept and adhere to the responsibilities concerning the City of Archer outlined in the Interlocal Agreement attached hereto as **Exhibit A.**

Section 3. If any word, phrase, clause, paragraph, section or provision of this Resolution or the application hereof to any person or circumstances is held invalid or unconstitutional, such finding shall not affect the other provisions or application of the Resolution which can be given without the valid or unconstitutional provisions or application, and to this end the provisions of this resolution are declared servable.

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

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

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a regular meeting, this ____ day of January, 2024.

ATTEST:

Charles Hammond, City Manager

Iris Bailey, Mayor

Approved as to form and legal sufficiency:

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

Record and Return to:

City of Newberry
City Clerk's Office
Newberry, Florida

City of Archer
City Clerk's Office
Archer, Florida

:

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF NEWBERRY AND THE CITY OF ARCHER
FOR THE PROVISION OF WASTEWATER TREATMENT & DISPOSAL SERVICES**

This interlocal agreement is entered into between the **CITY OF NEWBERRY, FLORIDA**, a Florida municipal corporation, with a mailing address of 25440 West Newberry Road, Newberry, Florida 32669 (hereafter referred to as "Newberry"), and **THE CITY OF ARCHER, FLORIDA**, a Florida municipal corporation, with a mailing address of 16870 SW 134th Avenue, Archer, Florida 32618 (hereafter referred to as "Archer"). Newberry and Archer together shall be referred to as the "Parties."

RECITALS

1. Chapter 163, Part I, Florida Statutes, provides for and directs the cooperation between local governments to engage in joint efforts that results in the welfare of their citizenry.

2. Newberry owns, operates, and maintains a state permitted and regulated wastewater collection, treatment, and disposal utility for the benefit of its utility service area customers both within and outside the incorporated Newberry city boundaries, or as amended from time to time in accordance with state law ("Newberry Service Area").

3. Newberry recently completed a Preliminary Engineering Report and a Clean Water Facilities Planning effort, which identified the need to construct additional wastewater treatment and disposal capacity and improve effluent water quality at their existing Wastewater Treatment Facility.

4. The Florida Department of Environmental Protection (hereafter "FDEP") Clean Water State Revolving Fund ("SRF") encourages and favors regional wastewater facilities and the elimination of existing onsite sewage treatment and disposal systems (hereafter "OSTDS").

5. Both Newberry and Archer acknowledge mutual benefit by entering an interlocal agreement for the treatment and disposal of Archer's wastewater via Newberry's new regional Advanced Waste Treatment wastewater treatment facility ("Newberry Wastewater Treatment Plant" or "WWTP").

6. The Fiscal Year 2026 planned expansion of Newberry's WWTP will provide ample capacity to treat and dispose of Archer's wastewater to an advanced standard.

7. Archer intends to own, operate and maintain a wastewater collection and transmission system for the benefit of its utility service area customers (regardless of land use) both within and outside the incorporated Archer City boundaries, or as amended from time to time in accordance with state law ("Archer Service Area").

8. Thus, Archer wishes to connect to the Newberry wastewater transmission system

and purchase wastewater service capacity on a wholesale basis from Newberry in order to serve within the Archer Service Area.

9. This Interlocal Agreement shall govern the provision of wastewater transmission, treatment, and disposal services to be provided by Newberry, on a wholesale basis, to Archer.

10. Newberry and Archer desire to enter into this interlocal agreement for the provision of wastewater transmission, treatment, and disposal services, and to memorialize their commitments as set forth in this Agreement.

ACCORDINGLY, in consideration of the above stated Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties to this Agreement, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. AUTHORITY AND PURPOSE. This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Section 2 of the Article VIII of the Constitution of the State of Florida, Chapter 166 and Section 163.01 of Florida Statutes, and any applicable Special Acts. The purpose of this Interlocal Agreement is for Newberry to provide wastewater transmission, treatment, and disposal service to Archer.

SECTION 3. PAYMENT OF INITIAL CAPITAL CONTRIBUTION BY ARCHER. Subject to the terms, conditions and limitations contained in this Agreement, Newberry shall accept a limited volume of wastewater from Archer for transmission, treatment and disposal at the WWTP. Archer will purchase 0.175 million gallons per day, average daily flow (“MGD”) of the wastewater treatment and disposal capacity created by the expansion of the WWTP by Newberry (hereafter the “Phase One Allocated Capacity”) at an initial price equal to the estimated per gallon construction costs that Newberry pays for the construction of the expansion of the WWTP (hereafter “estimated Initial Capital Contribution”). Archer shall pay the estimated Initial Capital Contribution to Newberry within thirty (30) days following receipt of written notice from Newberry that Newberry has entered into an agreement with FDEP to receive an SRF loan for construction of the corresponding additional treatment and disposal capacity at the WWTP. Upon receipt of the estimated Initial Capital Contribution, Newberry agrees to waive the application to any Archer retail utility customer or to Archer any applicable Newberry wastewater impact or connection fees or charges for the treatment and disposal capacity up to a volume of 0.175 MGD which is the Phase One Allocated Capacity. The estimated Initial Capital Contribution will be subject to a true up based upon the final actual construction costs of the expansion of the WWTP. Should the final actual construction costs of the expansion of the WWTP exceed or be less than the initial estimate, Newberry shall send notice of the difference to Archer in writing. If the final actual construction costs exceed the initial Capital Contribution, then Archer shall within thirty (30) days pay to Newberry the difference. Should the final actual construction costs of the expansion of the WWTP is less than the initial Capital Contribution, then Newberry shall refund the excess to Archer within thirty

(30) days of the date of the notice. The intention of this Section is that Newberry and Archer will pay the same per gallon construction costs for the cost of actually constructing the plant capacity in this expansion of the WWTP.

SECTION 4. CONSTRUCTION OF WWTP CAPACITY; ACCEPTANCE OF WASTEWATER. Newberry will proceed with construction of the expansion of the WWTP treatment and disposal capacity in accordance with the terms and conditions of the SRF loan from FDEP. Upon certification by FDEP that the treatment and disposal capacity created by the expansion of the WWTF has been completed by Newberry, Newberry will make available up to 0.175 MGD of wastewater treatment and disposal capacity to Archer for use within the Archer Service Area. Subject to Archer's continuing compliance with the terms and conditions of this Interlocal Agreement, this capacity will be fully committed and cannot be resold or reassigned by Newberry to other users. Acceptance by Newberry of wastewater in excess of the 0.175 gallons per day limitation shall not constitute an amendment to this Agreement, shall not obligate Newberry to continue accepting wastewater in excess of this limitation, and is not a waiver of Newberry's right to enforce this limitation at any time. Until the WWTP treatment and disposal capacity is certified complete by FDEP, Newberry cannot guarantee or reserve wastewater treatment and disposal capacity to Archer. Archer acknowledges that any proposed wastewater connections that would utilize wastewater treatment and disposal capacity prior to March 2026 will be reviewed on a case-by-case basis in order to prioritize and ensure available capacity. Subject to Archer's compliance with the terms and conditions of this Agreement, including construction and certification of the necessary collection and transmission facilities within the Archer Service Area, connection by Archer to Newberry's transmission facilities, approved construction plans, and payment of the estimated Initial Capital Contribution and other applicable rates, fees, and charges by Archer to Newberry, Archer may transmit sewage flows temporarily utilizing existing available treatment and disposal capacity (if any) in Newberry's existing WWTP until such time as the construction of the expansion of the WWTP is completed and certified by FDEP.

SECTION 5. CONNECTION TO NEWBERRY. Prior to Newberry's acceptance of wastewater from Archer, Archer shall at its sole expense construct or cause to be constructed a sanitary sewer force main pipeline with necessary pumping facilities of sufficient hydraulic capacity to transmit wastewater from Archer's collection and transmission system to Newberry's existing force main at the location shown as "Point A" on Exhibit "A" attached to and incorporated in this Interlocal Agreement (hereafter "Newberry Connection Point"). Archer shall, at its sole expense, construct or cause to be constructed by developers or other third parties, any other sanitary sewer force mains or collection pipelines to transmit wastewater from Archer's collection system to Newberry's point of connection, as well as the collection system(s) to collect and transmit wastewater from individual homes, businesses, and other retail customers of Archer to Archer's wastewater transmission mains which will in turn transmit the wastewater to Newberry's points of connection. It is anticipated that a portion of Archer's pipeline will be within Newberry's city boundaries. Subject to compliance with the terms and conditions of this Interlocal Agreement, Newberry hereby grants Archer a license for the term of this Agreement to operate and maintain this pipeline for the sole purpose of delivering its wastewater to the Newberry Connection Point under this Agreement.

SECTION 6. CONNECTION PROCEDURES. Archer agrees that Newberry shall be notified and permitted to review and approve all Archer collection system permit applications to be processed by Archer. Archer agrees that Newberry will approve and sign only those domestic wastewater forms required by FDEP approving construction of lines that will connect to Newberry's wastewater utility via the Archer system and will only approve and accept the wastewater for those developments within the Archer Service Area that have received approved construction plans. All wastewater design plans and systems constructed by or under the direction of Archer which will fall under Newberry's operation and maintenance of treatment and disposal jurisdiction must meet all the standards and requirements of Newberry and other governmental agencies with jurisdiction and reviewed by Newberry before connection to Newberry's wastewater utility system. Archer must apprise and notify Newberry and submit copies of all development plans within Archer which involve connection to the Newberry-owned wastewater utility system via Archer's wastewater collection and transmission system for review and approval prior to approval by Archer.

SECTION 7. WASTEWATER IMPACT FEES FOR CONNECTIONS BEYOND THE PHASE ONE ALLOCATED CAPACITY. Wastewater Impact Fees will be waived by Newberry in exchange for payment of the estimated Initial Capital Contribution (as tried up in accordance with Section 3 hereof) to Newberry for treatment and disposal capacity of 0.175 MGD. wastewater from the Archer Service Area will be metered at the point of connection to Newberry. Average daily flow ("ADF") quantities will be determined on a monthly basis. Newberry shall notify Archer once the monthly ADF reaches 75% of Archer's Phase One Allocated Capacity, and again at 90% of Archer's Phase One Allocated Capacity. Archer shall not permit and shall restrict and prohibit any new connections once the Phase One Allocated Capacity is reached. Newberry may choose to allow Archer additional capacity beyond the limit of 0.175 MGD if such capacity exists. Any new retail wastewater customers Archer seeks to connect and serve above the Phase One Allocated Capacity shall be required to pay, and Archer covenants to collect and remit to Newberry as a condition precedent to being permitted to connect and serve, wastewater impact or connection fees as follows:

(1) For each additional equivalent residential connection or equivalent residential unit ("ERC") Archer seeks to connect or serve beyond those customers served by the Phase One Allocated Capacity, Archer must pay a wastewater impact or connection fee to Newberry in the amount of one hundred percent (100%) of a comparable Newberry customer at time of payment.

(2) Such impact or connection fees shall be collected by Archer and remitted to Newberry no later than the 30th day of the month when the impact or connection fees are collected. Archer may impose an additional administrative fee from payors of impact or connection fees and retain such fee prior to submittal of impact fees to Newberry.

(3) The amount of the impact or connection fees may be increased periodically by Newberry. Adjustments shall take effect ninety (90) days after formal notification to Archer from Newberry of the adjustment. Archer shall be responsible for providing to those in its jurisdiction any statutory notice required for adjustments in the amount of impact or connection fees. The amount, time of payment and other aspects of the impact fee shall be governed by Newberry's ordinances on that subject, or as they may be amended from time to time.

SECTION 8. OPERATION AND MAINTENANCE RESPONSIBILITY. Point A on Exhibit “A” hereof shall constitute a “Demarcation Point.” Archer shall be responsible, financially and otherwise, for operation and maintenance of the wastewater transmission and collection system on its side of the Demarcation Point. Newberry shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on its side of the Demarcation Point.

SECTION 9. CONSISTENCY OF WASTEWATER.

(1) Archer acknowledges and recognizes that in the operation and maintenance of the Newberry’s WWTP , Newberry has certain obligations to protect the health, safety and welfare of the public and to prevent undue burden to its customers resulting from extraordinary discharges attributable to Archer. Archer agrees that all wastewater collected by Archer and transmitted to Newberry shall conform to Newberry’s then published standards prior to introduction into Newberry’s WWTP. These standards are currently contained in Article VII, §§ 98-231 through 98-248, Code of Ordinances of the City of Newberry, Florida, or as may be amended from time to time.

(2) No substance other than Residential Wastewater Strength, including but not limited to hazardous, flammable, toxic, and/or industrial constituents, regardless of the concentrations of such constituents, will be placed into the WWTP and delivered to the WWTP. Non-domestic wastes from commercial establishments may be introduced into the WWTP only upon prior written approval from Newberry based on Newberry’s determination that such non-domestic waste will not harm the WWTP. Should any non-domestic wastes, grease or oils, including but not limited to, floor wax, paint, chlorides, or salt water be delivered through Archer’s collection and transmission facilities to the WWTP, Archer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the WWTP or property of third parties. Newberry shall have the right to sample Archer’s sewage to verify compliance with this Agreement.

(3) In the event Newberry determines that property served or to be served by Archer poses a threat of introducing chlorides, salt water, or similar constituents into the WWTP at levels determined by Newberry, in accordance with current industry standards, to be harmful to the WWTP, including but not limited to, the WWTP’ ability to provide effluent meeting reuse standards, and its acceptability as an irrigation supply source for vegetation, Newberry has the right to decline or discontinue service, or charge a higher rate due to increased treatment costs if applicable, to such property or customer and to require such pretreatment or other measures as are necessary to protect the integrity of WWTP. In the event of such declination or discontinuance of service, Archer shall have the right to provide or obtain treatment of the effluent from such property through its own facilities or from a third party.

(4) Newberry’s wastewater ordinance includes an industrial pretreatment of wastewater program, a fats, oils and grease management program, and associated regulations. Newberry and Archer agree that these programs and associated regulations are imperative to protect the wastewater facilities. Therefore, no later than the day Archer begins to convey wastewater to Newberry, Archer shall adopt and implement ordinances applicable to Archer’s

customers which shall be no less stringent than Newberry's sewer ordinance including Newberry's industrial pretreatment of wastewater program, fats, oils and grease management program and associated regulations. Upon Archer's adoption or amendment of such ordinances, Archer shall notify Newberry within thirty (30) days of adoption or amendment. Archer shall cooperate with Newberry, including filing enforcement actions against any of Archer's retail customers to insure compliance with all standards and requirements imposed by Newberry regarding wastewater. Archer shall initiate enforcement action as specified by Newberry if any customer violates these requirements and standards. Archer shall initiate enforcement action no later than five (5) business days after written notice from Newberry of the existence or occurrence of the violation. Archer shall likewise comply with any FDEP permit requirement placed on Newberry with regards to Newberry's wastewater WWTP (including the WWTP facilities) and effluent disposal facilities. Any such FDEP requirement will be promptly adopted by Archer to ensure facility compliance as Newberry's wholesale wastewater treatment and disposal customer. Newberry is responsible to promptly notify Archer of any such rule imposed by FDEP.

SECTION 10. ODOR CONTROL AT THE POINT OF CONNECTION. Should wastewater odor become an issue within 1,000 feet of the demarcation point/point of connection, Archer will be responsible for implementing an effective form of odor control, physical or chemical (hydrogen peroxide, activated carbon, etc.) within nine (9) months after receipt of such notice from Newberry.

SECTION 11. PEAK FLOW / HYDRAULIC OVERLOADING. If Newberry determines that Archer's wastewater flows have or will soon compromise Newberry's wastewater collection system hydraulically, Archer must take corrective action (flow equalization, jockey pumps, variable speed pumps) to reduce peak hour flows within nine (9) months of such notice.

SECTION 12. MASTER METERS, INVOICING, AND PLANNING SERVICES.

(1) Newberry shall furnish, install, own, maintain, and replace a master meter which will be capable of measuring all wastewater flowing at the Demarcation Point to provide an accurate measurement of the wastewater flows. Newberry reserves the right to specify the type meter and to connect said meter to its AMI and / or SCADA system. Newberry shall test the meters for accuracy at regular intervals of not less frequently than once every twelve (12) months. Newberry shall provide Archer with the test results. Bills shall be adjusted for meter error in excess of two percent (2%) of full scale reading. In calculating such billing adjustment, it will be assumed that the meter inaccuracy existed for one-half of the entire time interval between meter accuracy checks by either party. The billing adjustment shall be made at the same rate established in accordance with Section 13 hereof, but the volume used in the billing calculations shall be adjusted as described herein. Either party may test the meter more frequently at its expense. If errors are found, adjustments will be made as specified above. Any back charges that result shall be resolved between the parties hereto.

(2) Newberry will invoice Archer on a monthly basis for the amount due for treatment and disposal of Archer's wastewater. The amount to be billed shall be based on the

master meter readings. Payment will be due to Newberry no later than the twentieth (20th) day of each month, regardless of whether Archer has collected the amounts due for wastewater service from each of its customers. Payment will be considered delinquent, and Archer will be considered in default under this Agreement, if payment is not received by Newberry by the twentieth (20th) day of each month. Newberry shall be paid first from amounts collected by Archer for wastewater service from its customers before such revenues are utilized for any other purpose whatsoever.

(3) Newberry and Archer shall meet semi-annually to discuss and disclose all planning activities which affect wastewater treatment. The meetings shall be held each September and March, and shall include public works and planning staff from each party. All development related activity shall be disclosed, including approved, or pending development applications, as well as preliminary plat and development agreement requests. In addition to the semi-annual meetings, Archer shall provide quarterly updates for all development related activities to support Newberry's planning efforts and anticipated wastewater treatment activities. If further master planning is needed to address overall growth and associated capital needs for wastewater treatment, a proportioned cost will be equitably determined between Archer and Newberry to address the planning services.

SECTION 13. USER RATES, FEES, & CHARGES. Newberry agrees to provide transmission, treatment, and disposal of Archer's wastewater from the demarcation point subject to payment of applicable rates, fees, and charges as further explained below.

(1) Archer's initial wastewater monthly charge will be determined using the volume of wastewater measured monthly by the master meter in kilogallons ("kgal") multiplied by the product of seventy percent (70%) of the current Newberry residential wastewater rate in dollars per kgal (\$/1,000 gallons). The parties hereto acknowledge and agree that Newberry will perform an annual rate review of the Newberry utility rate structure. The Newberry rate includes collection, treatment, and disposal per customer. Under the terms of this agreement, Archer will only contribute to treatment and disposal as a wholesale customer of Newberry (estimated to be 70% of the total rate). Archer is responsible for all collection system operations and maintenance within the Archer Service Area.

(2) This initial rate is subject to change pursuant to the Newberry rate structure ordinance review and future adoption. The monthly wastewater rate may increase on October 1 of each year during the term of this Agreement commencing October 1, 2027, by such annual rate review as established by the Newberry City Commission for its wastewater utility customers and applicable to its wastewater utility customers. Written notice of any rate change by either party shall be provided to the other party 120 days prior to the effective date of any rate adjustment. Furthermore, the assent by Newberry to accept wastewater from Archer shall not be construed to obligate Newberry to accept, or consider accepting, wastewater from sources beyond the Archer Service Area, or to provide any wastewater operational or maintenance services other than specified in this Interlocal Agreement. To ensure FDEP regulatory compliance of the WWTP, Archer shall be responsible for the application, collection, and enforcement of Newberry's wastewater ordinances to its customers, as applicable.

(3) Notwithstanding anything to the contrary, the rates to be set by Newberry and paid by Archer will be set to recover Archer's allocable share of the debt service costs, variable use cost, and fixed operating and maintenance costs of the WWTP. After completion of the WWTP but prior to wastewater flow being received by Newberry, Archer may be subject to a capacity maintenance/readiness to serve charge based on the cost of maintaining Archer's wastewater treatment and disposal capacity so that Newberry is ready to serve Archer when Archer connects and utilizes its to the WWTP.

(4) If Newberry's capital, operational, or maintenance costs for wastewater treatment or disposal increase as a result of new environmental regulations or laws, a prorate portion of those costs (14.6 percent) will be assessed and passed through to Archer as part of the charges for treatment and disposal.

SECTION 14. WATER RECHARGE CREDITS. Newberry and the Archer agree that by accepting wastewater from Archer for treatment and disposal, Newberry is entitled to all effluent disposal recharge credits determined by the water management district as it relates to water use permitting.

SECTION 15. INTERRUPTION OF SERVICE. It may be necessary to interrupt service intermittently on a periodic basis due to factors such as equipment failures, routing and emergency maintenance, or other events. Newberry and Archer will coordinate under these circumstances and in no event shall a routing or avoidable interruption create a threat to public health within Archer. Under emergency circumstances, both parties will coordinate and strive to minimize any potential threats to public health and the environment.

SECTION 16. NEWBERRY AMENDMENT OF PERMIT OR CODE. If Newberry proposes to amend a permit or code or adopt any resolutions or ordinance affecting wastewater treatment that will impact Archer and/or its wastewater users, Newberry shall provide written notice to Archer no less than thirty (30) days in advance of adoption of the proposed ordinance or resolution. Archer agrees to implement such requirements contained therein in a timely manner.

SECTION 17. NOTICE TO WASTEWATER CUSTOMERS. Archer shall be responsible for notifying its wastewater customers of any rate changes as required by general law. Archer's obligation to notify its wastewater customers also includes any wastewater system improvements, changes in connection and impact fees, and other related items. Archer agrees to work with Newberry in establishing a system whereby messages and notifications may be delivered to Archer's wastewater customers.

SECTION 18. CONNECTION MANDATORY. Newberry and Archer agree, covenant, and commit to comply with the FDEP-SRF loan agreement requirement for mandatory connections where service is available. The language reads as follows: "MANDATORY CONNECTIONS. The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System".

SECTION 19. FINANCING STRATEGIES FOR WASTEWATER FACILITIES.

FDEP supports regional wastewater utilities, and the State of Florida makes grant funding and low interest loans available for design and construction of wastewater facilities and appurtenances thereto. Newberry and Archer commit to working cooperatively with the other in applying for grant funding, as well as low interest loans, to garner funds for expansion of Newberry's wastewater utilities benefitting both parties as well as funds for expansion of Archer's wastewater collection system. The parties agree that an additional financing strategy includes, if the owner/developer consents, development agreements providing for the prepayment of wastewater impact fees in exchange for a reservation of wastewater treatment and disposal capacity provided by Newberry. Archer agrees to allow Newberry to participate in conversations with developer/owners relating to reservation fees with coordination and participation by Archer.

SECTION 20. DEFENSE OF NEWBERRY IMPACT FEES. Should the collection of impact fees, where applicable on behalf of Newberry result in any demand, claim, or enforcement action against Archer, whether such action results in formal or informal mediation, arbitration, or commencement of litigation, Newberry shall defend and hold harmless the City of Archer including payment of any costs, expenses, and attorney fees. However, Newberry shall not hold Archer harmless for the collection of any administrative fees associated with impact fees which are imposed by Archer or for the failure to provide any statutory notice required for adjustments in the amount of impact fees imposed.

SECTION 21. DEFAULT. If Archer defaults in any payment due to Newberry pursuant to this Agreement, Newberry may exercise any one or more of the following remedies:

(1) Submit an invoice to Archer for interest at the rate of 10% of the delinquent amount from the date of default;

(2) Terminate further acceptance of wastewater from Archer until all sums owed to Newberry have been paid in full, with interest at the rate of 10% per year from the date of default through the date of payment;

(3) Subject to Section 20 of this Interlocal Agreement, file suit against Archer in a court of competent jurisdiction in Alachua County, Florida, to collect the past due amount with interest as stated above, together with all court costs and reasonable attorneys' fees incurred in the collection process, both before and after suit is filed;

(4) Commence billing Archer's customers directly for wastewater services in months subsequent to the default, and retain all such revenues until the entire amount due Newberry, with interest, has been paid in full, and thereafter retaining all such revenues up to the amount due Newberry each month, remitting any excess to Archer once Newberry is paid in full;

(5) Require Archer to post a surety bond, cash deposit or letter of credit in favor of Newberry, equal to the average of the amounts billed to Archer by Newberry over the six (6) month period preceding the default (or if the default occurs before there have been six (6)

months of bills rendered, an average of all bills through the date of default). If Newberry elects to require a bond, deposit or letter of credit, such surety shall remain in effect for a period of not less than twelve months after Archer has paid all past due amounts to Newberry in full.

SECTION 22. NON-DISCRIMINATION. Both parties to this Agreement agree not to discriminate against any person based on race, religion, national origin, age, sex, disability, or marital status in the use of facilities pursuant to this Interlocal Agreement.

SECTION 23. TERM. This Agreement shall be effective upon final adoption of an ordinance or resolution (as each may require) by both parties, and the Effective Date shall be the date of final adoption by the last party. The term of this Agreement shall be for the expected life cycle (30 years) of the wastewater treatment and disposal facility (“Initial Term”) from the Effective Date. Upon the expiration of the Initial Term, this Agreement shall automatically be extended upon the same terms and conditions set forth herein for an extension term of five (5) years, and for five-year extension terms thereafter (each an “Extension Term”), unless both parties agree to terminate this Agreement effective at the end of the Initial Term or any Extension Term.

SECTION 24. TERMINATION; CURE. The Agreement may not be terminated by either party prior to expiration of the Initial Term, unless an amendment to the Agreement is approved by both Newberry and Archer in writing, or if one party is in breach of any of the terms and conditions of this agreement and fails to correct the breach within sixty (60) days after receipt of written notice unless it requires more than sixty (60) days to make such corrections, and in such case the breach shall be cured within a reasonable time.

SECTION 25. DISPUTE RESOLUTION. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in Chapter 164, a party may file an action in circuit court.

SECTION 26. Notices. All notices, consents, approvals, waivers, and elections that either party requests or gives under this Agreement must be in writing and shall be given only by hand delivery, or by certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing.

Newberry: City Manager
City of Newberry
25440 West Newberry Road
Newberry, Florida 32643

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

SECTION 27. NO THIRD-PARTY BENEFICIARY. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of Archer are not intended as third-party beneficiaries of this Agreement and shall have no standing to enforce this Agreement or to assert any claim against Newberry which arises out of or is related any way to this Agreement, or the services provided by Newberry under this Agreement.

SECTION 28. REPRESENTATIONS. Each represents and warrants for the benefit and reliance of the other its respective authority to enter into this Agreement and acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

SECTION 29. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties regarding its subject matter. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or based on, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

SECTION 30. PUBLIC RECORDS. The parties understand and agree that all documents of any kind provided from one party to another in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

SECTION 31. AMENDMENTS. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto and their lawful successors.

SECTION 32. GOVERNING LAW; VENUE. This Agreement shall be construed in accordance with the laws of Florida and the venue for any action or proceeding arising out of this Agreement shall be Alachua County, Florida.

SECTION 33. BINDING EFFECT. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns.

SECTION 34. SEVERABILITY. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were

enacted without including the portion found to be invalid or unenforceable.

SECTION 35. RECORDATION & FILING OF AGREEMENT. As required by Section 163.01(11), Florida Statutes, the Newberry City Clerk is hereby authorized and directed, after approval of this Agreement by Archer and Newberry, and execution thereof by the duly qualified and authorized representatives of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Alachua, Florida, for recording in the public records of Alachua County, Florida.

SECTION 36. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and the performance of all obligations hereunder.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

CITY OF NEWBERRY, FLORIDA

BY:

Jordan H. Marlowe, Mayor

ATTEST:

Judy Rice, City Clerk

APPROVED AS TO FORM AND CONTENT:

Thomas A. Cloud, Special Counsel

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20____, by Jordan H. Marlowe, Mayor of the City of Newberry, Florida, a Florida municipal corporation on behalf of the corporation, and who is personally known to me or produced as

identification.

Notary
CITY OF ARCHER, FLORIDA

BY:

Iris Bailey, Mayor

ATTEST:

Deanna Alltop, City Clerk

APPROVED AS TO FORM AND CONTENT:

S. Scott Walker, City Attorney

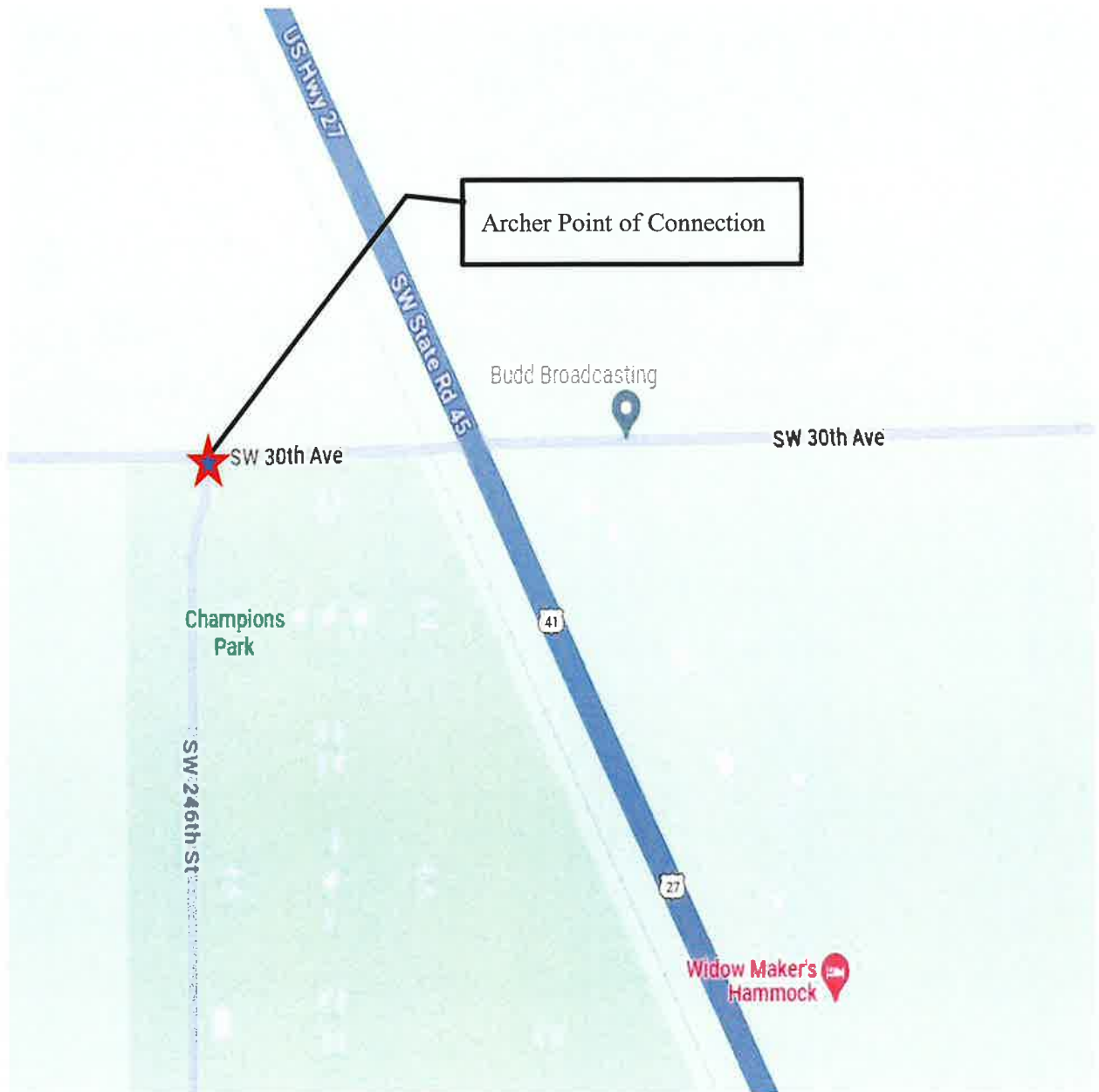
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20____, by Iris Bailey, Mayor of the City of Archer, Florida, a Florida municipal corporation on behalf of the corporation, and who is personally known to me or produced as identification.

Notary

**EXHIBITS TO THE
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF NEWBERRY AND
THE CITY OF ARCHER FOR
PROVISION OF WASTEWATER SERVICES**

Exhibit A





CITY OF ARCHER

VI. Old Business

Agenda Item 2: Resolution No 2023-41, Implementing New Electronic Meeting Policy to Eliminate Use of the Zoom Platform and Broadcast Meetings via Youtube

Staff Recommendation: Approve Resolution No 2023-41

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO 2023 - 41

CITY OF ARCHER, FLORIDA

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Adopting the amended electronic participation meeting policy (the "Policy") is in the public or community interest and for public welfare; and
2. In furtherance thereof, the City Commission adopts the new Policy wherein the public meetings of the City will be streamed on Youtube without live electronic participation; and
3. The City Commission reserves the right to allow live electronic participation by City staff or officers as is logistically required from time to time to carry out the business of the City in an effective and efficient manner and orders the City Manager to make determinations of the need for same and to make such arrangements for staff or officers to partake in live electronic participation as may be necessary at future meetings; and
4. The Mayor of the City of Archer is authorized and directed to execute this Resolution to adopt the Policy; and
5. The City Manager of the City of Archer is directed to and shall implement the Policy; and
6. All prior resolutions of the City Commission of the City of Archer in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. All prior policies and procedures of the City of Archer in conflict with this resolution are hereby repealed to the extent of such conflict; and
8. This resolution shall become effective and enforceable upon final passage by the City Commission of the City of Archer.
9. The Effective Date of the Policy adopted hereby shall be January 8, 2024.

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 8th day of January, 2024.

BY THE MAYOR OF THE CITY OF ARCHER,
FLORIDA

Iris Bailey, Mayor

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

Charles A. Hammond, City Manager

APPROVED AS TO FORM AND LEGALITY:

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



CITY OF ARCHER

VII. New Business

Agenda Item 1: Resolution Number 2024-02, Updating the Administrative Fee Schedule

Staff Recommendation: Approve Resolution No 2024-02

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NUMBER: 2024-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA, UPDATING ITS ADMINISTRATIVE FEE SCHEDULE REPEALING ALL RESOLUTIONS IN CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission determined the need to set new administration fees;
and

WHEREAS, staff has found that the following Administrative Fee Schedule is required to meet the administrative costs incurred by the City; and

WHEREAS, the Solid Waste and Water Rates remain unchanged from their last adoption; and

WHEREAS, the City Commission believes that it is in the best interest of the City that the current administrative fee schedule be updated as outlined in the attached administrative fee schedule;

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

SECTION ONE: The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

SECTION TWO: The attached updated Administrative Fee Schedule dated January 8, 2024, shall become effective immediately upon passage.

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 8th day of January 2024.

ATTEST:

Charles Hammond, City Manager

Iris Bailey, Mayor

Approved as to form and legal sufficiency:

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

Amemdmments to Comprehensive Plan (incuding future land use plan maps) Revised January 8, 2024

Amend the text of the Comprehensive Plan	\$3,125
Amend the Future Land Use Plan Map (on greater than ten acres)	\$3,125
Amend the Future Land Use Plan Map (on less than ten acres)	\$1,500
NOTE: All City Consultant Fees and Legal Fees shall be borne by the Applicant and Shall be charged in addition to the applicable fee	As charged to the City and paid prior to the consideration of the application

Site and Development Plan Applications or Modifications

Less than or equal to 5,000 square feet of impervious surface	\$1,500
Greater than 5,000 feet of impervious surface	\$1,000
NOTE: All City Consultant Fees and Legal Fees shall be borne by the Applicant and Shall be charged in addition to the applicable fee	As charged to the City and paid prior to the consideration of the application

Amendments to Land Development Regulations (Including Zoning Atlas)

Amend the text of the Land Development Regulations	\$1,000
Amend the Official Zoning Atlas (on greater than ten acres)	\$2,625
Amend the Official Zoning Atlas (on less than ten acres)	\$3,000
Tree Removal Permit	\$90
Tree replacement mitigation (fee in lieu replacement)	\$130/inch
NOTE: All City Consultant Fees and Legal Fees shall be borne by the Applicant and Shall be charged in addition to the applicable fee	As charged to the City and paid prior to the consideration of the application

APPLICATION FOR SUBDIVISION PLAT APPROVAL

Major Subdivision (ten lots or more or per phase)	\$1,000
Minor Subdivision (less than ten lots)	\$500
Final Plat for Planned or Mixed-Use Development (per phase)	\$1,000
NOTE: All City Consultant Fees and Legal Fees shall be borne by the Applicant and Shall be charged in addition to the applicable fee	As charged to the City and paid prior to the consideration of the application

Annexation

Preparation and consideration of an annexation ordinance)	
For parcels of land 10 acres or less	\$375
For parcels of land greater than 10 acres	\$400
For parcels of land greater than 100 acres	\$625
	\$2,500

Note: All applications for annexation shall be required to contain properties which are contiguous to each other, as well as meeting the requirements of Chapter 171, Florida Statutes. In cases where there are multiple property owners for contiguous properties, one application including all contiguous properties may be filed with the City and one fee will be assessed.

The Commission may, on an individual case-by-case basis, waive or reduce the fees for an annexation and the associated comprehensive plan amendment and rezoning upon finding that it is in the best interest of the City to encourage the annexation. Staff shall present the request for such a waiver or reduction, citing the reasons why encouraging the annexation is in the City's best interest.

TYPE OF APPLICATION

Zoning Permit (with no S&D Plan, Administrative)	\$50
Zoning Permit (with S&D Plan, Administrative)	\$800
Conditional Use Permit (without S&D Plan)	\$200
Conditional Use Permit (with S&D Plan)	\$1,250
Conditional Use Permit (sign permit with S&D plan)	\$200
Variance Application	\$375
Appeal interpretation of LOR Administrator	\$750
Special Exception for home occupation or child care facility	\$225
Special Exception (other than home occupation)	\$625
Zoning Verification Letter	\$70
Certificate of Appropriateness	\$ Advertising costs
Change in Non-Conforming Use	\$1,500
Certificate of Land Development Regulation Compliance	\$250
Application for Non-Binding Concurrency review	\$250
Application for Telecommunication Towers (Administrative Review)	\$1,000
Application for Telecommunication Towers (Conditional Use Permit)	\$2,500
Application for vested rights	\$1,000
Application to vacate/annul plats or roadways	\$625
Special Temporary Use Permits	\$750
Peddlers Permits (per person if door to door or by site)	
Per Day	
Per Week	\$30
Notary Fees - Per Signature	\$75
Return Check Fee/NSF	\$8.00
Copy Fees	\$40.00
One sided letter or legal B/W (per page)	
Color Copies	\$0.15
Certified Copies (per page)	\$0.50
	\$2.50

Certified Mail	\$15.00
Over Night	\$26.95
Faxes	\$2.50
Sign Permit	\$75.00
Property Lien search	\$75.00
Driveway Permit	\$100
Filing fee for vacating streets, roadways, ect. or portions thereof	\$645
Filing fee for vacating unopened streets, roadways, ect. or portions thereof	\$345
Right of Way Permit	\$500
Business Tax License	\$37.50
Temporary Water Meter/Account (cleaning or construction)	\$75.00
Meter Box	\$75.00
Meter Box - Lid Only	\$125.00
Touch Read Sensor	\$75.00
New Meter Installed (includes 20 ft, \$3.50 per foot after first 20 ft)	\$750.00
Meter Replacement	
3/4" meter plus parts	\$425
1" meter plus parts	\$625
2" meter plus parts	\$1,400

NOTE: All City Consultant Fees and Legal Fees shall be borne by the Applicant and Shall be charged in addition to the applicable fee As charged to the City and paid prior to the consideration of the application

Recreation Fees

Archer Senior Recreation Center (Capacity 85)	\$50 Min. (4 hours) \$25 per hr over 4hrs.
Archer Community Center	\$300 Min. (4 hours) \$50 per hr over 4hrs. \$500 all day 8:30-10:30pm.
Park Pavilion (Private/Non-Profit, City Sponsored)	No Charge
Wilson Robinson Park Pavilion	\$100 Min. (4 hours) \$25 per hr over 4hrs.
Wilson Robinson Park Pavilion Electricity	\$20 per hour
Wilson Robinson Baseball Field (City Sponsored)	\$No Charge
Wilson Robinson Baseball Field (Non-Profit) Must show 501-3c documentation or equivalent IRS nontaxable status documentation	\$50 Min. (4 hours) \$20 per hr over 4hrs.
Wilson Robnson Baseball Field (For Profit) events	\$100 Min. (4 hours) \$25 per hr over 4hrs.

Field Lights (no charge for city sponsored events)	Deposit \$120 (Refundable) \$40 per hour
Key/Cleanup/Security Deposit(refundable)	\$150
Deposit Community Center	\$300 per event, \$500 audio audio visual equipment
Additional Fees for any event	Optional Cleaning fee \$250, city staff for sound and audio visual system \$30 per hour, tables \$5 per table, chairs \$2 per chair for events outside the Community Center



CITY OF ARCHER

VII. New Business

Agenda Item 2: Ratify Expenditure for the Emergency Tree Removal on December 20, 2023, for the Amount of \$18,480.00

Staff Recommendation: Ratify Expenditure for the Emergency Tree Removal

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation



TREE MAGICIAN

INVOICE #53

ISSUED:

Dec 20, 2023

DUE:

Dec 20, 2023

RECIPIENT:

City of Archer

16870 Southwest 134th Avenue
Archer, Florida 32618

13550 Northeast 10 Street
Williston, Florida 32696

Phone: 3522099552

Email: 85sjason.js@gmail.com

Website: www.911treemagician.com

COA SW SR 45 burst water main emergency

Product/Service	Description	Qty.	Unit Price	Total
Dec 19, 2023				
grapplesaw truck	fassi 330 crane with mecanil sg220	10	\$900.00	\$9,000.00
Labor	Hourly labor charge	48	\$100.00	\$4,800.00
skidsteer work	LS 170	1.5	\$2,000.00	\$3,000.00
Haul Debris	10% Haul debris from site	1	\$1,680.00	\$1,680.00

Thank you for your business. Please contact us with any questions regarding this invoice.

Total	\$18,480.00
Account balance	\$18,480.00

Pay Now







CITY OF ARCHER

VII. New Business

Agenda Item 3: RFP 2023-03 Results for the Physical Facility Security and Surveillance at Wilson Robinson Park

Staff Recommendation: Approve Emerald Data's Proposal (they were the only company to submit a bid)

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation



emerald data

Proposal for City of Archer

Camera system for Wilson Robinson Park

Quote #000578 v1

PREPARED FOR

Tony Hammond
thammond@cityofarcher.com
(252) 370-3432

PREPARED BY

Eric May
eric.may@emeralddata.us
3522244288



Tuesday, December 12, 2023

City of Archer
Tony Hammond
16870 SW 134th Ave
Archer, FL 32618
thammond@cityofarcher.com

Dear Tony,

Our company is Elgie May LLC dba Emerald Data Partners. Our primary owner is Eric May and he is authorized to negotiate with the City of Archer.

Please find enclosed our proposal for a camera system protecting Wilson Robinson Park.

This proposal includes 19 cameras that are a mix of 2K and 4K resolution, which will provide high quality recording of the park. We feel confident these cameras will provide the necessary coverage, both day and night, to capture and deter any unwanted activities within the camera viewing angles. The system provides tracking and notifications of motion events, and notifications can be setup for activity during certain hours. Full training of staff is included in this proposal. The recorder has a large amount of data storage included.

This proposal also includes the necessary electrical work performed by a licensed electrical subcontractor, Aaron Vurgason Electric and Automation, who is already familiar with the park and has performed electrical work at the park. His company's electrical license is available upon request. This installation includes four separate stations with cameras mounted on poles at each location. It also includes installation of the recorder and network equipment near the splash park in a protected box with fans for circulation of heat. See map for full proposal.

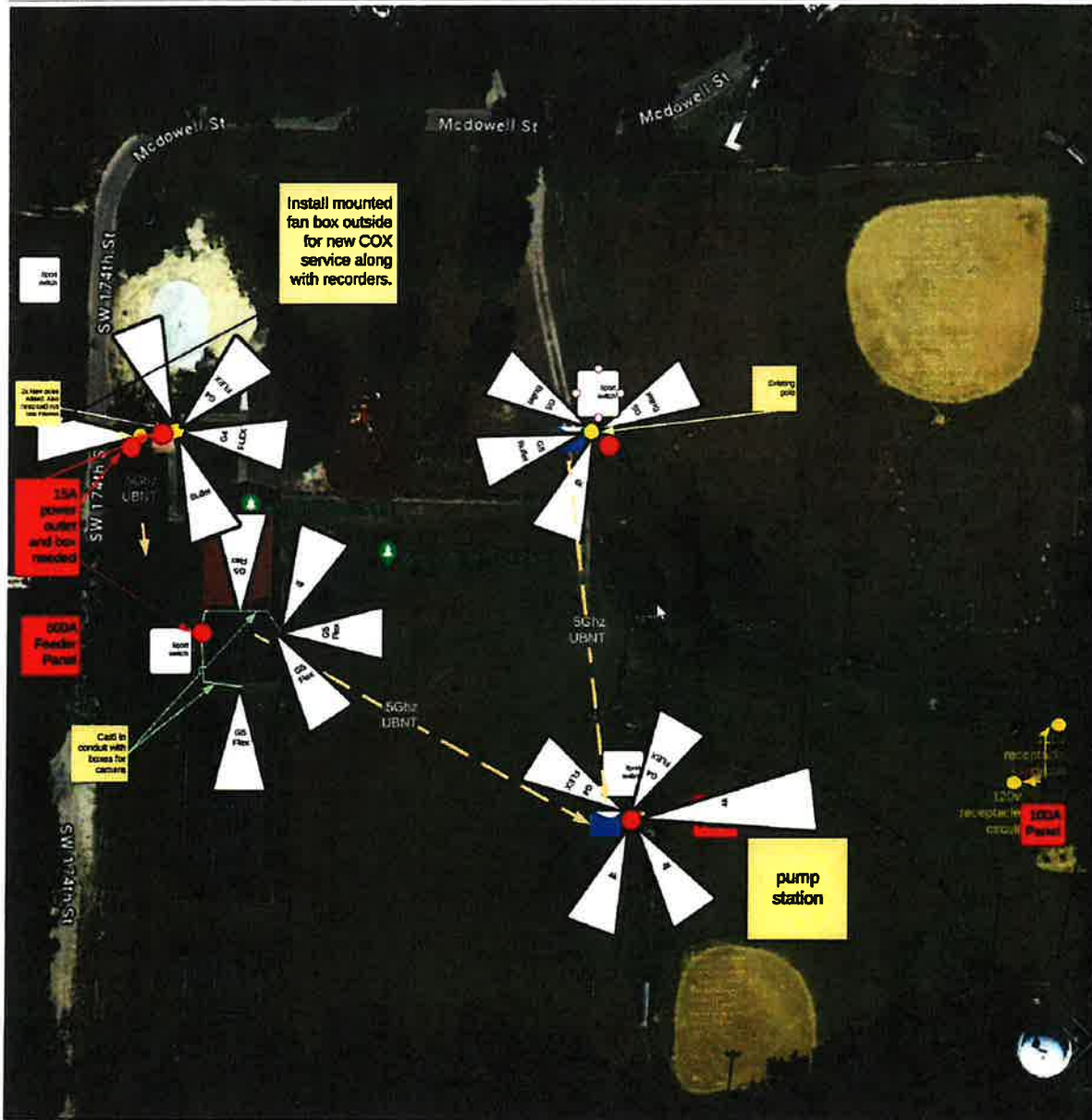
The system will be connected to City Hall and remote viewing by city staff by Archer obtaining Cox fiberoptic service at the park, which is already planned and is already within 15 feet of the splash park building. This service is required for the remote viewing of the cameras. This is a monthly cost Archer will incur separately from this proposal.

Also, the cost of any required permits for electrical work at the park are not included and will be billed separately from the proposal costs.

The cameras and all equipment is covered by a one-year warranty against any defects in the equipment or in the labor/installation. Service is available beyond that time, however parts may be billed for in the event they are out of the warranty. Damage due to vandalism to the camera system is not included in the warranty, and can be repaired at the City of Archer's discretion.





From contract award, the required electrical work and camera installations will be performed within 120 days. We request the electrical portion of the bid be paid once the electrical work is complete as we are required to pay the electrician. The remaining balance will be due upon project completion, regardless of whether the Cox service is installed. In the event Cox service is delayed beyond our project completion, we will include, at no cost, a future configuration of the Cox service.

No work is required from City Staff other than providing access to all boxes and locations at the park, ordering and obtaining the Cox internet service at the park, and being available for training and app setup.



Eric May
Managing Member
Emerald Data Partners

Hardware

DESCRIPTION	PRICE	QTY	EXT. PRICE
 G5 Bullet Next-gen indoor/outdoor 2K HD PoE Camera. 2K (4MP) video resolution Flexible 3-axis adjust mount 9 m (30 ft) IR night vision AI event detections Record audio with an integrated microphone Connect and power using PoE Weatherproof (outdoor exposed)	\$398.46	10	\$3,984.60
 Ubiquiti UniFi 8 Megapixel Indoor/Outdoor 4K Network Camera - Color - Bullet - 82.02 ft Infrared Night Vision - H.264, H.265 - 3840 x 2160 - 4.10 mm- 12.30 mm Varifocal Lens - 3x Optical - 30 fps - CMOS - Fast Ethernet - Wall Mount, Pole Mount	\$678.00	9	\$6,102.00
 Ubiquiti UniFi Protect Network Video Recorder - Network Video Recorder	\$460.07	1	\$460.07
 Western Digital Purple 8 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - Conventional Magnetic Recording (CMR) Method - Video Surveillance System Device Supported - 5640rpm - 3 Year Warranty	\$296.00	4	\$1,184.00
Loco5AC wireless bridge	\$275.00	6	\$1,650.00
Cat6 cabling outdoor rated	\$398.00	1	\$398.00
Misc supplies	\$460.00	1	\$460.00
UXG-Lite	\$289.00	1	\$289.00
USW-Pro-8-PoE	\$399.00	4	\$1,596.00
	Subtotal		\$16,123.67

Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Physical installation of cameras	\$680.00	19	\$12,920.00
Configuration and installation of network switches	\$1,240.00	1	\$1,240.00

Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
<p>Aaron Vurgason Electric - Install</p> <p>-Install an enclosure at the bathhouse near the splash pad for an ISP modem, router, switch, and other equipment. There will be a 2U vertical rack installed inside this enclosure along with two fans for air circulation. This will be a polycarbonate lockable enclosure. There will be an outlet on a dedicated circuit installed inside the enclosure. Cameras and other network equipment will be supported from this location. This enclosure will be larger than the other three.</p> <p>-Install a polycarbonate lockable enclosure at the building just south of the bathhouse. This will be to support cameras and other at this location.</p> <p>-Install a polycarbonate lockable enclosure at electrical service near center field / to the east of the splash pad. This will be to support cameras and other network equipment at this location.</p> <p>-Install a polycarbonate lockable enclosure at light pole near left field of the southern baseball field. This will be to support cameras and other network equipment at this location.</p> <p>-We will install a pair of 36" antenna towers at each peak of the bathhouse for equipment to be mounted.</p> <p>Aluminum Antenna Mount - Universal Outdoor Adjustable Pivot/Lock Bracket & J-Pipe Mast (1.5" x 36" Pole) for Wall, Eave or Roof Mounting Superstrut ZB1400HS 10 Superstrut ZB1400HS 10ZB1400HS 10 Superstrut 1-5/8-in x 13/16-in Gold-Galvanized Half Slot Channel Strut Caddy SLICK375 Caddy SLICK375SLICK375 Strut Nut, Spring Steel, Polyamide {3/8-16 threads} WiFi Box Assembly (McMaster-Carr) WiFi Box Assembly (McMaster-Carr) Versa-Mount Polycarbonate Washdown Enclosure with Panel, cover, receptacle, box, and installation hardware. Blue Hawk 59179 Blue Hawk 5917959179 75-Count #8 x 1-in Zinc-Plated Self-Drilling Interior/Exterior Sheet Metal Screws Wet-Location Equipment-Cooling Fan Kit, Square, with 304 Stainless Steel Fan Guard, 120mm x 120mm x 38mm Overall Shielded Guard for 4.69" and 4.72" High Square Fan Versa-Mount Polycarbonate Washdown Enclosure, Corrosion-Resistant, Gray with Slotted Latch, 26.25" High with panel Square D QO120CPQO120CP QO 20 Amp Single-Pole Circuit Breaker Southwire 22965899 Southwire 2296589922965899 (By-the-Foot) 12 White Stranded CU THHN Wire Southwire 22964199 Southwire 2296419922964199 (By-the-Foot) 12 Black Stranded CU THHN Wire Southwire 22968299 Southwire 2296829922968299 (By-the-Foot) 12 Green Stranded CU THHN Wire 5813360258133602 1/2 in. Liquidtight NM Straight Fitting Connector {car-flex connector} 12.00 3.11 37.32 AFC Cable Systems 6002-22-00 AFC Cable Systems 6002-22-006002-22-00 1/2 in. Non-Metallic Liquidtight Conduit {car-flex}</p>	\$12,290.88	1	\$12,290.88
Subtotal			\$26,450.88

PREPARED BY

Eric May
Managing Member
3522244288
eric.may@emeralddata.us

PREPARED FOR

City of Archer
Tony Hammond
16870 SW 134th Ave
Archer, FL 32618
Tony Hammond
thammond@cityofarcher.com
(252) 370-3432

QUOTE INFORMATION

Quote #: 000578
Version: 1
Delivery Date: Dec 12, 2023
Expiration Date: Jan 05, 2024

Quote Summary

DESCRIPTION	AMOUNT
Hardware	\$16,123.67
Services	\$26,450.88
Total	\$42,574.55

Signature

Date

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- Form 9.2 – Vendor’s Acknowledgement Form
- Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 – Drug Free Preference Statement
- Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- Form 9.6 – Affidavit of Anti-Collusion Form
- Form 9.7 – [Intentionally Omitted]
- Form 9.8 – Professional References for Previous Experience
- Copy of License (Contractor, Sunbiz, Etc.)
- Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: **Eric May**

Vendor _____

Authorized Signature _____

Date 12/11/23

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Archer adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Archer City Commission or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: I take NO exceptions. Exceptions (list below; add additional pages if necessary):

Elgie May LLC dba Emerald Data Partners

NAME OF BUSINESS

PO Box 70

MAILING ADDRESS



AUTHORIZED SIGNATURE

High Springs, FL 32643

CITY, STATE & ZIP CODE

Eric May, CEO

NAME, TITLE, TYPED

352 224 4288 / 352 224 4287

TELEPHONE NUMBER / FAX NUMBER

45-4380578

FEDERAL IDENTIFICATION #

sales@emeralddata.us

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Alachua

The foregoing instrument was acknowledged before me this day of December 11, 2023 by Eric May, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:




Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Archer. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Archer, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$7,500.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Eligemay LLC dba Emerald Data Partners
Name of Business

By: _____
Printed Name: Eric May
Title: CEO

STATE OF FL
COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me this 11th day of December, 2023 by
Eric May, as CEO of
(NAME) (TITLE)
Eligemay LLC dba Emerald Data Partners and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

- is personally known to me; or
- has produced _____ as identification.



Michael J. Bauer
Notary Public, State of FL
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Elgie May LLC dba Emerald Data Partners *Eric May*
 Name of Business
 By: *[Signature]*
 Printed Name: Eric May
 Title: CEO

STATE OF FL
COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me this 11th day of December, 2023, by
Eric May as CEO of
(NAME) (TITLE)
Elgie May LLC dba Emerald Data Partners and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

- is personally known to me; or
 has produced _____ as identification.



This document must be signed by the Notary Public and submitted with your Submittal

[Signature]
 Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Eric May, who, being by me first duly sworn, made the following statement:

1. The business address of Elgie May LLC dba Emerald Data Partners (name of Offeror or business) is 18921 High Springs Main Street High.
2. My relationship to Elgie May LLC dba Emerald Data Partners (name of Offeror or business) is CEO (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Elgie May LLC dba Emerald Data Partners
Name of Business

By: [Signature]
Printed Name: Eric May
Title: CEO

STATE OF FL
COUNTY OF Alachua

Sworn to (or affirmed) and subscribed before me this 11th day of December, 2023, by Eric May, as CEO of Elgie May LLC dba Emerald Data Partners and who:

[Notary: Please select one]

- is personally known to me; or
- has produced _____ as identification.



[Signature]
Notary Public, State of FL

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF ARCHER.

NAME OF FIRM: **Elgie May LLC dba Emerald Data Partners**

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: **CEO** _____

ADDRESS: **18921 High Springs Main Street High** _____

CITY: **High Springs** _____ STATE: **FL** _____ ZIP CODE: **32643** _____

TELEPHONE: **352 224 4288** _____ FAX: **352 224 4287** _____

COMPLETION TIME: **December 11, 2023** _____

F.E.I.N. NUMBER: **45-4380578** _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Archer.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.
(Do not include the City of Archer)

- (1) Company Name: Micanopy Area Cooperative School
Contact Person: Pam Bowman
City, State: Micanopy, FL
Telephone Number: 352-466-0990
Email Address: bowmanp@macschool.us
Description of goods or Services provided: Camera system covering entire campus and managed IT services
Contract Amount: \$50,000 annually
Start/End Date of Contract: July 2014 – Current
- (2) Company Name: City of High Springs
Contact Person: Ashley Stathatos
City, State: High Springs, FL
Telephone Number: 386-454-1416
Email Address: astathatos@highsprings.gov
Description of goods or Services provided: Managed IT and multiple camera systems
Contract Amount: \$100,000 annually
Start/End Date of Contract: Oct 2014 - current
- (3) Company Name: Contemporary Management Concepts
Contact Person: Sonia Fox
City, State: Alachua, FL
Telephone Number: 352-505-6966
Email Address: sonia@cmcapt.com
Description of goods or Services provided: Managed IT services across Florida, managed phone system, managed cybersecurity
Contract Amount: \$230,000 annually
Start/End Date of Contract: March 2021 - current

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years' service provided	Description of service
1	Micanopy Area Cooperative School	352 466 0990	Y	10	Camera system installed throughout campus' nine buildings
2	City of High Springs	386-454-1416	Y	10	2x different camera systems: 2022 – 14 cameras at Water Works 2021 – 30 Cameras across eight different buildings
3	Impact Family Church	386-454-1563	Y	15	Camera system with 38 cameras covering two buildings and remote viewing stations



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
 ELGIE MAY, LLC

Filing Information

Document Number	L12000013089
FEI/EIN Number	45-4380578
Date Filed	01/27/2012
Effective Date	01/27/2012
State	FL
Status	ACTIVE

Principal Address

18921 High Springs Main Street
 High Springs, FL 32643

Changed: 11/22/2022

Mailing Address

PO BOX 70
 High Springs, FL 32655

Changed: 04/23/2019

Registered Agent Name & Address

MAY, ERIC E
 18921 High Springs Main Street
 High Springs, FL 32643

Address Changed: 01/31/2023

Authorized Person(s) Detail

Name & Address

Title CEO

MAY, ERIC
 PO BOX 70
 High Springs, FL 32655

Annual Reports

Report Year	Filed Date
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- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

8:21:05 PM 12/11/2023

Licensee Information

Name: **VURGASON, GEORGE AARON (Primary Name)**
AARON VURGASON ELECTRIC AND AUTOMATION, LLC. (DBA Name)

Main Address: **4140 SE 80TH AVENUE**
NEWBERRY Florida 32669

County: **GILCHRIST**

License Information

License Type: **Certified Electrical Contractor**

Rank: **Cert Electrical**

License Number: **EC13007336**

Status: **Current, Active**

Licensure Date: **01/19/2016**

Expires: **08/31/2024**

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



CITY OF ARCHER

VIII. Reports, Correspondence, Communications:

No Reports

Commissioner Action: None required



Archer City Manager Report December 2023

Charles A. (Tony) Hammond
16870 SW 134th Avenue
Archer, FL 32618-0039

1. Overtime for the month of December is attached.
2. The next food drive at Maddox Park will be 1/9/24 and 1/23/24 in conjunction with Cox Communication. 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 appeared before the magistrate on 11/28/23)
 - CL Tax Parcel #: 05142-002-004/Address: 14594 SW SR 45, Archer, FL 32681, (overgrown yard, unlicensed vehicles, trash and debris in yard)
 - CV 15973 SW CR 345, Archer, FL 32618 (Noise Violation, will appear before Magistrate in January 2024)
4. Started cutting back right of ways started doing signs washing and replacing the ones that need to be replaced took down Christmas decorations. Water leaks 134th, (involved a massive tree removal), leak repair at 168th, checked sprinkler head out by Mrs. Lopez's completed list of all signs that needed to be replaced, put up NP signs by Young's Kitchen, started on replacing meter boxes and lids per report filed earlier, tree removal at Pearson, filled potholes on 143rd and started working on replacing new Scada system. Little spot mowing. Started cleaning around sidewalks Put together and help with the Christmas toy exchange at the Community Center, when you see our Public Works Department out and about, **Thank Them for What They Do.** They work hard to keep our city going.

Regards

Tony

OVERTIME REPORT DECEMBER 2023

Employee	Check Date	Overtime	Cost
Deanna Alltop			
	12/13/2023	14.25	\$604.06
	12/27/2023	6.25	\$264.94
Total		20.5	\$869.00
Johnathan Berger			
	12/13/2023	0	
	12/27/2023	25.25	\$854.08
Total		25.25	\$854.08
Steve Gray			
	12/13/2023		
	12/27/2023	12.5	\$300.00
Total		12.5	\$300.00
Carlton Miller			
	12/13/2023	6	\$151.19
	12/27/2023	11	\$277.19
Total		11	\$428.38
Calvin Robinson			
	12/13/2023	0	\$0.00
	12/27/2023	25.25	\$1,065.40
Total		25.25	\$1,065.40
Justin Southard			
	12/13/2023	0	\$0.00
	12/27/2023	6.25	\$176.71
Total		6.25	\$176.71
Tangie Spikes-Green			
	12/13/2023	12.25	\$439.85
	12/27/2023	8.25	\$296.22
Total		20.5	\$736.07
Total		0	\$0.00
Cindy Thomas			
	12/13/2023	0	\$0.00
	12/27/2023	0	\$0.00
Total		0	\$0.00
Scott White			
	12/13/2023	0	\$0.00
	12/27/2023	0	\$0.00
Total		0	\$0.00
Total		0	\$0.00