



CITY OF ARCHER

Mayor: Iris Bailey

Vice-Mayor: Kathy Penny

Commissioners: Fletcher Hope, Joan White, Marilyn Green

City Manager: Charles A. (Tony) Hammond CCM

March 11th, 2024

6:00 P.M.

CITY COMMISSION
MEETING

ARCHER CITY HALL

CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE

ADDITIONS OR DELETIONS TO THE AGENDA

ADOPTION OF AGENDA

I. Consent Agenda

Agenda Item 1: Approve minutes from February 12th, 2024, City Commission Meeting

II. Guest

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

III. Public Announcements

IV. Public Comment

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

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

Thank you for your cooperation.

The Commission is here to serve you

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

Tel: (352)495-2880

Fax (352)495-2445

V. Planning Calendar

- A. City Commission Meeting on Monday, April 8th, at 6pm, City Hall
- B. Joint Meeting with Board of County Commissioners (BoCC) on Monday, April 15th at 6pm, Archer Community Center

VI. Old Business

Agenda Item 1: Follow Up on Orkin/Third Party Termite Inspector's Report and 2024 Annual Termite Inspection for the ACC

VII. New Business

Agenda Item 1: Proclamation, March 2024 as Problem Gambling Awareness Month

Agenda Item 2: Resolution No 2024-06, Statewide Mutual Aid Agreement with the State of Florida Division of Emergency Management

Agenda Item 3: Resolution No 2024-07, Approving that certain Agreement, IPO Number 002-24 with Kimley-Horn and Associates, Inc., for Archer Water System Improvements Design and Permitting

Agenda Item 4: Resolution No 2024-08, Agreement Between the City and Pyrotecnico Fireworks, Inc., for a Fireworks Display on July 6, 2024

Agenda Item 5: Resolution No 2024-09, Opposing the Conversion of Newberry Elementary School, Oak View Middle School, and Newberry High School to Charter Schools

VIII. Reports, Correspondence, Communication
None

IX. City Managers Report

X. Attorney Report

XI. Commissioners Report

XII. Public Comment Period

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

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

*Thank you for your cooperation.
The Commission is here to serve you.*

XIII. Adjournment



CITY OF ARCHER

I. Consent Agenda

Agenda Item 1: Approve minutes from February 12th, 2024, City Commission Meeting

Staff Recommendation: Approve Agenda Item 1

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

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

CITY COMMISSION MEETING MINUTES

Monday, February 12th, 2024, Time: 6:30 PM

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

Call to Order at 6:31pm:	Vice Mayor Kathy Penny
Opening Prayer:	Commissioner Fletcher Hope
Leading the Pledge of Allegiance:	Commissioner Marilyn Green
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

Mayor Bailey arrived at 6:34pm.

ADOPTION OF AGENDA

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

No public comment

Motion Carried: 5-0

I. Consent Agenda

Agenda Item 1: Approve minutes from January 8, 2024, City Commission Meeting

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

Public comment: Roberta Lopez

Motion Carried: 5-0

II. Guest

Agenda Item 1: Alachua County Sheriff's Office

Alachua County Sheriff Emory Gainey introduced his Command Staff. Sheriff Gainey stated their office has been short staffed; they are working on filling the positions.

Sheriff Gainey provided the call stats for Archer and surrounding area of Archer. Block parties are being monitored on social media prior to them starting.

Commissioner White asked about the outstanding ASO contract, City Attorney Adams stated we are waiting for ASO to complete the contract. City Attorney Adams will send the contract to Sheriff Gainey's office.

Agenda Item 2: Felicity Appel, Kimley-Horn Updates

Ongoing water system project to address frequent lines breaking, looping, etc.

Starting next week, monthly calls with the Army Corp. Working on citywide stormwater model.

Ongoing cemetery project working with 3002 Surveying to create GIS mapping. The new community center is still moving forward.

The wastewater interlocal agreement with City of Newberry has been signed. Once we have more information on the fees it will be brought to the citizens.

Public comment: Charles Tufano, Roberta Lopez

III. Public Announcements

Mayor Bailey announced that the City of Newberry's State of the City 2024 address will be on February 13th at 6:30pm.

Mayor Bailey presented City Manager Hammond with a plaque from ICMA for 25 years of service.

Jessie Moses announced there is an MLK banquet on March 16th at 6pm, Archer Community Center that the ACPO is hosting, everyone is welcome to attend.

IV. Public Comment

Roberta Lopez, Don Hantzche, Charles Tufano, Jessie Moses

City Attorney Adams stated their office has not heard back from either company in regard to the termite concerns at the Archer Community Center. The Orkin contract states we can only recover contracts costs.

V. Planning Calendar

A. Local Election Qualifying for Seats #1, #2 & #3 to Start on Tuesday, February 13th at Noon.

B. Local Election Qualifying for Seats #1, #2 & #3 to End on Wednesday, February 28th at Noon.

C. Keep Archer Beautiful on Saturday, March 9th, 8am-12pm, Public Works

D. City Commission Meeting on Monday, March 11th, at 6pm, City Hall

E. Joint Meeting with Board of County Commissioners (BoCC) on Monday, April 15th at 6pm, Archer Community Center

City Manager Hammond reviewed the planning calendar.

VI. Old Business

None

VII. New Business

Agenda Item 1: Resolution No 2024-05, Setting the Election Date for Seats Number 1, 2 and 3, Designating the Election for the 9th Day of April 2024

City Attorney Adams read Resolution No 2024-05 by title only.

Commissioner White motioned to approve Resolution No 2024-05, seconded by Vice Mayor Penny. No public comment

Motion Carried: 5-0

Agenda Item 2: Quote from Pyrotecnico for July 6th Fireworks

City Manager Hammond reviewed the proposal. The cost would be \$16,500.

Alachua County has a grant for \$10k that would be used towards the fireworks. The city would be responsible for the other costs for the event.

City Attorney Adams pointed out on page 11 of the proposal that there are postponement and cancelation fees.

City Manager Hammond will reach out to them about the fees. He will email the Commission if changes can be made to the fees.

Agenda Item 3: Invitation to Join the Alachua County Public Safety Coordinating Council 2024

The person would serve one calendar year, they meet two times a year, once in the Spring/Summer and once in the Fall. They meet from 1:30pm-3:00pm.

Commissioner White motioned to approve Commissioner Green to serve on the council, seconded by Vice Mayor Penny.

No public comment

Motion Carried: 5-0

VIII. Reports, Correspondence, Communication

None

IX. City Managers Report

1. Overtime for the month of January is.

	1/11/24	1/25/24
Deanna Alltop	9.25	3.75
Johnathan Berger	0	8.25
Steve Gray	0	0
Carlton Miller	0	6
Calvin Robinson	0	9.25
Justin Southard	0	0
Tangie Green	0	4
Cindy Thomas	0	0
Scott White	0	0

2. The next food drive at Maddox Park will be 02/13/2024 and 02/27/2024 in conjunction with Cox Communication. They as always are extremely successful, as of now, the next Farm Share has not been scheduled.

3. Still replacing the meter box and lids, started doing some mowing. Patched some potholes on SW 143rd Street. Cut down dead trees at community center. Cut down dead pecan tree on SW 170th street in Holly Hills. Took down Christmas lights. Fixed a few waters leaks one on SW 164th Terr. Replaced the flush valve at Miss Roberta house. Cut down some limbs around the pavilion at Maddox Park,

cleaned the playground equipment, worked on the following roads, SW 139th street, SW 176th street, SW 168th street, and Pearson Street. When you see our Public Works Department out and about, Thank Them for What They Do. They work hard to keep our city going.

Commissioner White asked City Manager Hammond if we have the grader we purchased from Mr. Arnold. City Manager Hammond stated we were waiting for the fence to be installed so we have a secure location for it. The fence is now installed at Public Works, we plan to get the grader soon.

X. Attorney Report

City Attorney Adams stated there is a bill in the Legislation that will disallow public camping on right-a-ways, parks, sidewalks.

We are about 20 days away from closing on the Thickets building.

XI. Commissioners Report

Commissioner Hope

Inquired if there has been any follow-up on the CSX property transfers.

City Attorney Adams stated not all property owners agree to the property changes.

Attended the NCFPC meeting. The MTPO meeting was cancelled.

Commissioner Green

Still working on the free cluster boxes for mail service in Holly Hills.

Archer Church of God celebrated their 94th year on February 11th.

Attended the Legislative Update in Tallahassee.

Commissioner White

Attended the Arbor Day Celebration on January 19th.

Attended the Town Hall meeting online on February 6th.

Plans to share her campaign knowledge with the Junior City Commissioners.

Vice Mayor Penny

Attended the YMCA meeting.

Attended a BBQ cook-out in Newberry the first weekend in February, they had a lot of vendors, they also had a car show.

Attended the Town Hall Meeting on February 6th and streamed it for the public.

Mayor Bailey

Attended the MLK event that Pastor Walker hosted.

Attended the Legislative Update in Tallahassee at the end of January.

Hosted the Town Hall meeting on February 6th.

Attended the Love Gala, it was a good function.

Completed the last CPR training, the cost is \$25 or \$30 for children and adults.

XII. Public Comment Period

Roberta Lopez, Charles Tufano, Don Hantzche

XIII. Adjournment

Mayor Bailey adjourned the meeting at 8:42pm.

Charles Hammond, City Manager

Iris Bailey, Mayor



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: Follow Up on Orkin/Third Party Termite Inspector's Report and 2024 Annual Termite Inspection for the ACC

Staff Recommendation:

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

Deanna Alltop

From: Derik Hepner <Derik@orkinsolutions.com>
Sent: Monday, March 11, 2024 3:18 PM
To: administration
Subject: Orkin Pest Control

You don't often get email from derik@orkinsolutions.com. [Learn why this is important](#)


Hello,

This is in regards to the termite treatment done on 2/13/23, in the Community Center building. As I was in Archer on 3/7/24, performing the annual reinspection for the Sentricon termite bait stations, on the outside of the building, I also went inside the building and did a complimentary termite inspection as well. After doing a thorough inspection upstairs where the treatment was done, I did not find any evidence of current activity. Only thing that was spotted was old evidence of termite wings, which was the reason we did the treatment in 2023 in the first place. I also did a walk through of the entire inside and did not find or see anything. The entire inside and outside of the building were all clear of termites. More formal documentation is being worked on to be sent soon, at another time.

Thank you,
Derik Hepner
Orkin Inspector

Get [Outlook for iOS](#)

SERVICE PERFORMED AT
 City of Archer T/C
 16671 SW 137th Ave
 Archer, FL 32618
 Signed for by: Deanna Alltop



ACCOUNT INFORMATION
 Account #: 53801
 City of Archer
 PO Box 39
 Archer, FL 32618
 (352) 495-2880

SIGNATURE STATEMENT

DETAILS OF YOUR SERVICE ON 03/07/2024 **WO #:255473**

Sentricon - Sentricon Rei
 Performed by: Deik Hepner
 License / Certification Number:
 PO:
 Started: 03/07/2024 11:05 AM
 Ended: 03/07/2024 11:09 AM



TECHNICIAN COMMENT: 1 station replaced and refreshed by front door

INVOICE NOTES:

ENVIRONMENT: Temperature: / Wind: -


TARGETS:

PERFORMED: Inspected Exterior, Inspected All Sentricon Stations

<u>MATERIAL / PRODUCT</u>	<u>QUANTITY</u>	<u>EPA #</u>	<u>ACTIVE %</u>	<u>APP RATE</u>
Service Material: Sentricon	1 Station(s)	62719-608	0.005 %	
Equipment Used:				
Application Method:				
Location(s):				
Active Ingredient(s): Noviflumuron (0.005 %)				
Coverage Area:				
Treated For: Termites-Subterranean				
Lot Number:				
Service Product: Inspection Only	1	000		
Active Ingredient(s):				

<u>OBSERVATION</u>	<u>RECOMMENDATION</u>	<u>RESPONSIBILITY</u>	<u>RANKING</u>
--------------------	-----------------------	-----------------------	----------------

Orkin Pest Control
 2943 SW Williston Rd
 Gainesville, FL 32608
 352-378-7889



PEST CONTROL DOWN TO A SCIENCE.



CITY OF ARCHER

VII. New Business

Agenda Item 1: Proclamation, March 2024 as Problem Gambling Awareness Month

Staff Recommendation: Approve Proclamation

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

Proclamation

City of Archer, Florida

Problem Gambling Awareness Month

WHEREAS, the City of Archer has declared **March 2024 as Problem Gambling Awareness Month** to demonstrate its support in addressing problem gambling and the initiative of The Florida Council on Compulsive Gambling in bringing public awareness to the issues surrounding problem gambling; and

WHEREAS, problem gambling is a serious public health issue affecting one to three percent of the general adult population and often results in personal, financial, familial, legal, and other costs, including a high risk of suicide; and

WHEREAS, it is estimated that over 200,000 Florida adults of diverse age, race, ethnicity, and socio economic status suffer from past-year gambling problems, and 800,000 more are at risk of developing such difficulties, constituting 4.7% of the adult population ages 18 and older; and

WHEREAS, it is further important to note that these statistics do not account for youth, who are now actively engaged in diverse forms of gambling and are at an increased risk for developing gambling-related problems; and

WHEREAS, it is also essential to recognize problem gambling as a societal issue, with 8-10 additional people adversely impacted by every problem gambler, increasing the affected population by an estimated additional 1.5 million individuals, with conservative projected social costs amounting to more than \$9 billion nationally each year; and

WHEREAS, the Florida Council on Compulsive Gambling's public awareness campaign provides an opportunity to educate the public, policymakers, educators, businesses, mental health and criminal justice professionals, and others, about the potential adverse effects of gambling, as well as social, legal, financial, and emotional impacts and available supports; and

WHEREAS, problem gambling is treatable for those who seek help, which minimizes the harm to Floridians and to the State as a whole; and

WHEREAS, any individual, professional, or other organization dedicated to assisting those in need can participate in raising awareness and preventing problem gambling by promoting the statewide, confidential, toll-free, and 24-hour Problem Gambling HelpLine 888-ADMIT-IT; and

WHEREAS, the City of Archer can participate in this nationally recognized awareness month through declaration of proclamation of the month of March 2024 as Problem Gambling Awareness Month in City of Archer.

NOW, THEREFORE, I, Iris Bailey, Mayor of the City of Archer, Florida, do hereby proclaim the month of March 2024 as Problem Gambling Awareness Month in City of Archer.

BY THE CITY COMMISSION OF THE CITY OF ARCHER, FLORIDA ON THIS ELEVENTH DAY OF MARCH, 2024

Iris Bailey, Mayor/Commissioner

Marilyn Green, Commissioner

Kathy Penny, Vice-Mayor/Commissioner

Joan White, Commissioner

Fletcher J. Hope, Commissioner

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

APPROVED AS TO FORM AND LEGALITY:

Tony Hammond, City Manager

Danielle C. Adams, City Attorney



CITY OF ARCHER

VII. New Business

Agenda Item 2: Resolution No 2024-06, Statewide Mutual Aid Agreement with the State of Florida
Division of Emergency Management

Staff Recommendation: Approve Resolution No 2024-06

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO 2024 - 06
CITY OF ARCHER, FLORIDA

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA APPROVING THAT CERTAIN STATEWIDE MUTUAL AID AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT AUTHORIZING THE STATE AND POLITICAL SUBDIVISIONS TO PROVIDE EMERGENCY AID AND ASSISTANCE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, THE State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and now therefore

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

1. That in order to maximize the prompt, full, and effective use of resources of all participating governments in the event of an emergency or disaster it is in the best interest of the citizens of Archer to adopt the Statewide Mutual Aid Agreement (“Agreement”); and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Commission of the City of Archer; and
3. The Mayor of the City of Archer is the officer of the City duly designated by the City’s Charter and Code of Ordinances to execute contracts and enforce such rules and regulations as are adopted by the City Commission of the City of Archer; and
4. The Mayor of the City of Archer is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Commission of the City of Archer in conflict with this resolution are hereby repealed to the extent of such conflict; and

6. This resolution shall become effective and enforceable upon final passage by the City Commission of the City of Archer.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a regular meeting, this 11th day of March 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:

Tony Hammond, City Manager

APPROVED AS TO FORM AND LEGALITY:

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



CITY OF ARCHER

VII. New Business

Agenda Item 3: Resolution No 2024-07, Approving that certain Agreement, IPO Number 002-24 with Kimley-Horn and Associates, Inc., for Archer Water System Improvements Design and Permitting

Staff Recommendation: Approve Resolution No 2024-07

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO 2024 - 07
CITY OF ARCHER, FLORIDA

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC. FOR ARCHER WATER SYSTEM IMPROVEMENTS DESIGN AND PERMITTING; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Archer (“City”) and Kimley-Horn and Associates, Inc. (the “Vendor”) entered into a Master Agreement for Continuing Professional Services on October 15, 2019; and

WHEREAS, the City requires design and permitting associated with the Archer Water System Upgrades (the “Project”); and

WHEREAS, the Vendor and the City desire to enter into that certain contract to complete the Project by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, completing the Project by engaging the Vendor’s services is in the public interest and in the interests of the City; now therefore

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

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

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

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a regular meeting, this 11th day of March, 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 *or*
Kiersten N. Ballou, City Attorney

INDIVIDUAL PROJECT ORDER NUMBER 002-24

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Archer, Florida (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 15, 2019, which is incorporated herein by reference.

Identification of Project: Archer Water System Improvements Design and Permitting

Project Understanding:

Kimley-Horn will complete the design and permitting of Archer Water System Upgrades in the 12 project areas as shown in the Attached Exhibit A.

Specific Scope of Basic Services:

Task 1 – Design

Kimley-Horn will prepare design plans suitable for construction and bidding. They will contain:

- Cover Sheet
- General Notes
- Legend and Abbreviations
- Existing Conditions
- Overall Project Layout and Key Sheet
- Erosion & Sedimentation Control Plan
- Demolition Plan Sheet(s) and Tree Protection/Removal
- Utility Plan Sheets
- Typical Construction Details

1.1 60% Submittal

Kimley-Horn will prepare 60% Construction Plans for the project.

Kimley-Horn will attend one review meeting and address one round of City comments as a part of this Task.

Deliverables: PDF of 60% Construction Plans for City review.

1.2 90% Submittal

Kimley-Horn will prepare 90% Construction Plans and Technical specifications for the project.

Kimley-Horn will attend one review meeting and address one round of City comments as a part of this Task.

Deliverables: PDF of 90% Construction Plans for City review.

PDF of technical specifications for City review.

1.3 100% Submittal

Kimley-Horn will prepare 100% Construction Plans and technical specifications for the project.

Kimley-Horn will prepare the final set of design documentation properly endorsed by the Kimley-Horn.

Deliverables: PDF of endorsed design documentation.

One hard copy set of 100% Construction Plans, signed and sealed.

One electronic copy of 100% Construction Plans set in PDF.

1.4 – Opinion of Probable Construction Cost

Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPCC) and quantity take-off based on the 60%, 90%, and 100% Construction Plans.

Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant's judgement as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that the proposals, bids, or actual construction costs will not vary from its opinion of probable costs.

Deliverable: PDF of the 60%, 90%, and 100% OPCC.

Task 2 – Permitting

2.1 FDEP Water System Permit

Kimley-Horn will prepare an Application for Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs for submittal to FDEP.

Kimley-Horn will respond to up to two rounds of request for additional information from FDEP.

Deliverable: FDEP Permit Application in PDF format

2.2 FDOT Utility Permit

Kimley-Horn will prepare a Utility Permit for submittal to FDOT.

Kimley-Horn will prepare and submit 811 Letters for Utility providers in FDOT right-of-way within project limits.

Kimley-Horn will respond to up to two rounds of request for additional information from FDOT.

Deliverable: FDOT Permit Application in PDF format
811 Letters in PDF format

Task 3 – Bid Phase Services

Kimley-Horn will prepare the Bid Package consisting of:

- Invitation to Bid
- Summary of Quantities
- 100% Construction Drawings
- Technical Specifications

Kimley-Horn will attend one pre-bid meeting.

Kimley-Horn will prepare one addendum that address Contractor's questions during the bidding process.

Kimley-Horn will attend one Bid Opening.

Kimley-Horn will review bids for completeness and provide recommendation of award to City.

Deliverable: PDF of Addendum.
PDF of Bid Package
Written Recommendation of Award

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and

performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Landscape Design Services
- Sanitary Sewer or Storm sewer system evaluations
- Electrical Engineering Design Services
- Structural Engineering
- Environmental Permitting
- Construction Phase Services

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

Schedule

This project will be completed as expeditiously as possible to meet a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 3 for the total lump sum fee of \$124,220.00. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application, and similar project fees will be paid directly by the Client.

	Task	Fee
1	Design Services	\$106,220
2	Permitting	\$10,000
3	Bid Phase Services	\$8,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

CITY OF ARCHER

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

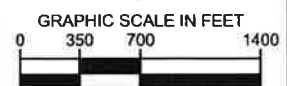
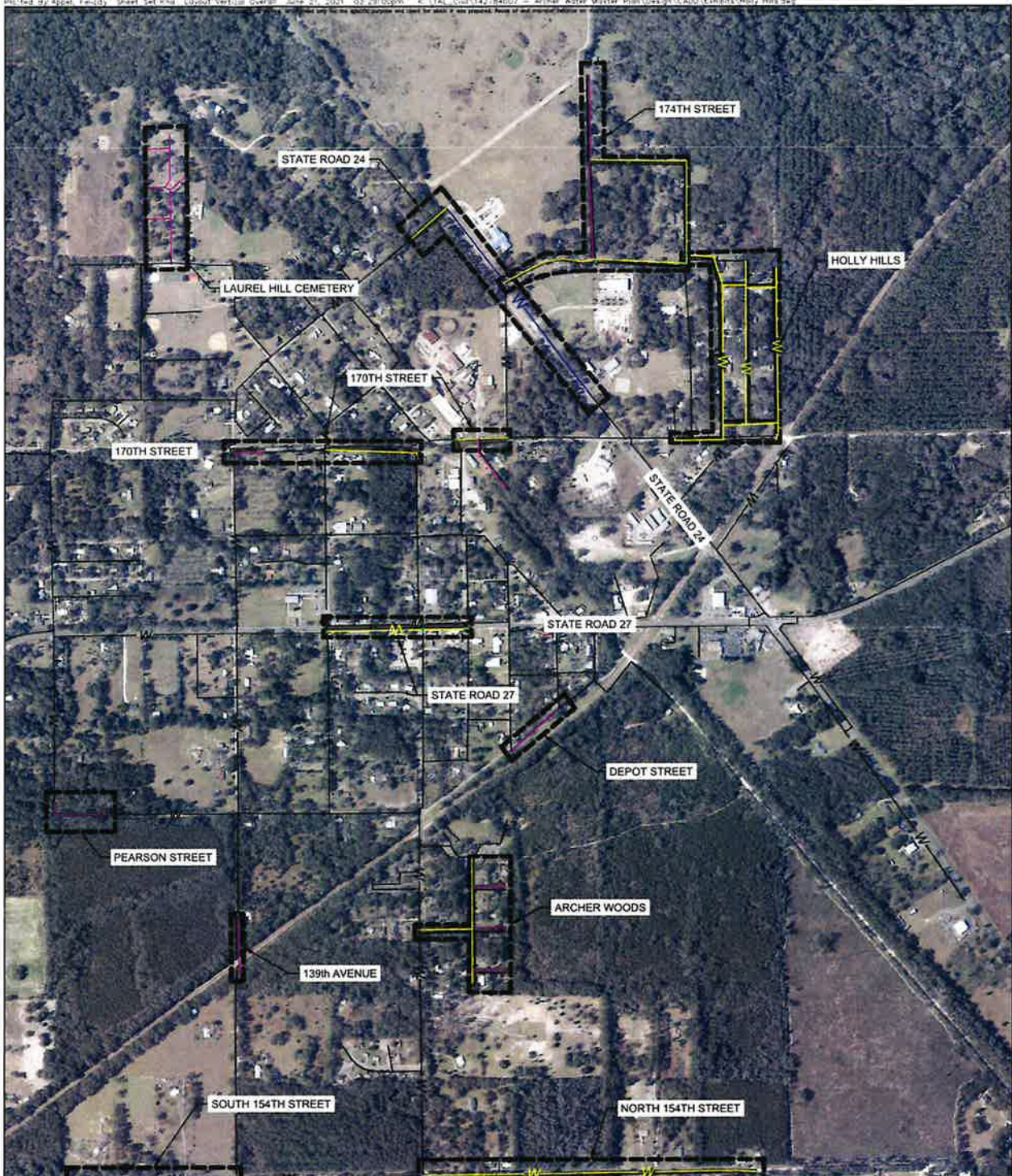

BY: Felicity Appel, PE

TITLE: _____

TITLE: Associate

DATE: _____

DATE: January 24th, 2024



LEGEND:

	PROJECT AREA LIMITS
	8" WATER MAIN
	6" WATER MAIN
	2" WATER MAIN

AA	WATER SYSTEM IMPROVEMENTS MASTER PLAN	OVERALL PROPOSED PROJECT	KHA PROJECT 1427840007 DATE MAY 2021 SCALE AS SHOWN DESIGNED BY F.J.A. DRAWN BY J.D. CHECKED BY F.A. DATE MAY 2021	LICENSED PROFESSIONAL FELICITY JOY APPEL FLORIDA LICENSE NUMBER 87780	Kimley»Horn <small>© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 2015 CENTRAL BOULEVARD, SUITE 102 FALLAHASSEE, FL 32308 PHONE 850-553-3500 WWW.KIMLEY-HORN.COM REGISTRY 638</small>	
	CITY OF ARCHER FLORIDA					
						No. REVISIONS DATE BY



CITY OF ARCHER

VII. New Business

Agenda Item 4: Resolution No 2024-08, Agreement Between the City and Pyrotecnico Fireworks, Inc., for a Fireworks Display on July 6, 2024

Staff Recommendation: Approve Resolution No 2024-08

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

RESOLUTION NO 2024 - 08
CITY OF ARCHER, FLORIDA

A RESOLUTION OF THE CITY OF ARCHER, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND PYROTECNICO FIREWORKS, INC. FOR A FIREWORK DISPLAY TO BE GIVEN ON JULY 6, 2024; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Archer ("City") solicited quotes for a Firework Display on July 6, 2024 (the "Project"); and

WHEREAS, Pyrotecnico Fireworks, Inc. (the "Vendor") is the proposed company to be awarded the Contract; and

WHEREAS, the Vendor and the City desire to enter into that certain contract to complete the Project by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, completing the Project by engaging the Vendor's services is in the public interest and in the interests of the City; now therefore

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

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

of the Agreement; and

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

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Archer, Florida, at a regular meeting, this 11th day of March, 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 *or*
Kiersten N. Ballou, City Attorney

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on **March 8, 2024** by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and **City of Archer, FL** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **July 6, 2024** (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **March 14, 2024** ("Expiration Date"). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of **\$16,500.00 (*includes \$200.00 permit fee)** (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of **\$8,350.00** is due **March 15, 2024** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$2,645.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$6,720.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$8,350.00**.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **600 FEET** at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

Pyrotecnico and the City agree that this Agreement and the relationship between the parties shall be construed in accordance with the laws of the State of Florida. The parties agree that the venue is property in Alachua County, Florida.

Notwithstanding any other provision set forth in this contract, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this contract for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this contract.

Pursuant to Section 448.095, Florida Statutes, Pyrotecnico and its subcontractors shall, register with and use the U.S. Department of Homeland Security's E-Verify system to verify work authorization status of all employees hired during the term of this Contract and must, upon request, provide evidence of compliance with this provision.

Pyrotecnico certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Contract at its sole option if Pyrotecnico or its subcontractors are found to have submitted a false


certification; or if Pyrotecnico, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

Pyrotecnico shall comply with public records laws, specifically:

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

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

PYROTECNICO :

By (sign): 
 Name: **Lynn Ann Hamed**
 Title: **Corporate Secretary**
 Date: **March 8, 2024**
 Address: PO Box 149
New Castle PA 16103
 Phone: (724) 652-9555
 Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): _____
 Name: _____
 Title: _____
 Date: _____
 Address: _____

 Phone: _____
 Email: _____

Customer Initials: _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): _____

Primary Point of Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Date(s) of Show: _____ Display Start Time(s): _____

Rain/Postponed Date(s): _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____

Day-of-Show Email: _____

Display Site Location(s) and Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured – If Applicable:



CITY OF ARCHER

VII. New Business

Agenda Item 5: Resolution No 2024-09, Opposing the Conversion of Newberry Elementary School, Oak View Middle School and Newberry High School to Charter Schools

Staff Recommendation: Approve Resolution No 2024-09

Commissioner Action:

Open for Discussion

Public Comments

Closed for Discussion

Action: Approve/Disapprove Staff Recommendation

**RESOLUTION NO 2024 - 09
CITY OF ARCHER, FLORIDA**

**A RESOLUTION OF THE CITY OF ARCHER, FLORIDA
OPPOSING THE CONVERSION OF NEWBERRY ELEMENTARY
SCHOOL, OAK VIEW MIDDLE SCHOOL, AND NEWBERRY
HIGH SCHOOL TO CHARTER SCHOOLS AND AFFIRMING THE
VALUE OF PUBLIC EDUCATION; REPEALING ALL
RESOLUTIONS IN CONFLICT AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the relationship between the City of Archer and the City of Newberry (“Newberry”) has long been one of friendship and cooperation, with shared values and mutual support; and

WHEREAS, the proposed plan by the Newberry First Education Initiative Inc. to convert Newberry Elementary School, Oak View Middle School and Newberry High School from traditional public schools to non-traditional public charter schools poses a threat to the strength of our shared public education system; and

WHEREAS, the proposed plan would allow the boundaries of the new school zone to be dictated by the city commissioners of the City of Newberry and the School Board of Alachua County, which could lead to excluding neighboring communities in rural areas and eventually the City of Archer itself; and

WHEREAS, the commission of the City of Archer has not been adequately consulted nor included in the discussion or planning of this proposal, leading to grave concerns about the future of our students' education; and

WHEREAS, our history of strong public schools has brought enormous value to our community through increasing our property values which this conversion threatens to undermine; and

WHEREAS, a good public education is a cornerstone of our democracy, providing equal opportunities for all students regardless of background or socioeconomic status, and fostering a sense of community and belonging; and

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

Section 1. The City of Archer Commission hereby opposes the conversion of Newberry Elementary School, Oak View Middle School and Newberry High School into non-traditional public charter schools and any attempt to redraw school zones that would exclude neighboring communities; and

Section 2. That we affirm our commitment to the value of public education and call on our elected counterparts in the City of Newberry and the School Board of Alachua County to engage in open dialogue and collaboration to find solutions that preserve the integrity of our shared educational system and ensure that all students have equal access to quality education close to home; and

Section 3. That a copy of this resolution be sent to the mayor and city commission of the City of Newberry, as well as to the School Board of Alachua County, state Representative Charles Clemons and state Senator Keith Perry, to express our concerns and advocate for the interests of our community and our students.

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 March, 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



CITY OF ARCHER

VIII. Reports, Correspondence, Communications:

No Reports

Commissioner Action: None required



Archer City Manager Report February 2024

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

1. Overtime for the month of February is attached. After reviewing this report, I will be having a conversation with everyone tomorrow about the overtime, not taking lunch breaks and coming in early for shifts.
2. The next food drive at Maddox Park will be 03/19/2024, 04/02/2024 and 02/16/2024 in conjunction with Cox Communication. They as always are extremely successful, as of now, the next Farm Share has not been scheduled.
3. GatorSketch Architects & Planners and Kimley & Horn will be making a full presentation of the proposed Community Center at Maddox Park at the April City Commission meeting.
4. We had 1 Code Violation issued in February for 14594 SW SR 45
5. I met with Alachua County Public Works last week about SW 143rd Avenue, for some recommendations. They suggested we take 2 bore samples to determine the depth of the lime rock base under the asphalt, once that is determined, have the sections with the bad potholes milled 1 ½ and the county will come in and pave those sections we have milled.
6. Still replacing meter box and lids. Cut back the right of way in front of Dan Becks. Started back in zones mowing and weed eating clean the sidewalk on 139th Ave., mowed retention pond in Holly Hills, sprayed and put down new mulch at tot lot and put down new mulch at the welcome to sign on Archer Road. Continue to do the food giveaway. No road work because of the tractor being down. Got the bathroom at Wilson Robinson repaired, so all the bathrooms will be open as soon as the concrete dries. The camera system caught four teenagers (not from Alachua County) at WRP this weekend, ASO stopped and questioned them before trespassing them and charging one with possession. Saturday evening three kids were caught swinging from the fluorescent lights pulling them out of the ceiling, ASO was again called, however the kids were gone. ASO is trying to locate them to have a conversation with the parents. 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 FEB 2024

Employee	Check Date	Overtime	Cost
Deanna Alltop			
	2/7/2024		
	2/22/2024	13	\$551.07
Total		13	\$551.07
Johnathan Berger			
	2/7/2024	2.75	\$93.02
	2/22/2024	11.5	\$388.99
Total		14.25	\$482.01
Steve Gray			
	2/7/2024	1.5	\$36.00
	2/22/2024	0	\$0.00
Total		1.5	\$36.00
Carlton Miller			
	2/7/2024	0	\$0.00
	2/22/2024	0	\$0.00
Total		0	\$0.00
Calvin Robinson			
	2/7/2024	0	\$0.00
	2/22/2024	0	\$0.00
Total		0	\$0.00
Justin Southard			
	2/7/2024	1.5	\$42.41
	2/22/2024	6.5	\$183.78
Total		8	\$226.19
Tangle Spikes-Green			
	2/7/2024	5.25	\$188.51
	2/22/2024	6.75	\$242.36
Total		12	\$430.87
Total		0	\$0.00
Cindy Thomas			
	2/7/2024	26	\$1,000.63 W2 Fix
	2/22/2024	0	\$0.00
Total		26	\$1,000.63
Scott White			
	2/7/2024	0.5	\$9.27
	2/22/2024	0.25	\$4.64
Total		0.75	\$13.91