



Town Commission Regular Meeting Agenda

Tuesday, August 12, 2025 at 7:00 PM

706 NE Chokolka BLVD

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

CONSENT AGENDA

1. Agenda Approval
2. Regular Meeting Minutes of July 8, 2025

GUESTS

3. Micanopy Branch Library Update

CITIZEN'S FORUM

Public Comment (public comments limited to 2 minutes per speaker, please)

TOWN COMMISSION LIAISON REPORTS

4. Alachua County League of Cities
5. Alachua County Children's Trust
6. Thrasher Warehouse Board

CITIZEN BOARD AND COMMITTEE REPORTS

7. Planning and Historic Preservation Board
8. Tree Committee

TOWN ATTORNEY REPORT

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

TOWN ADMINISTRATOR REPORT

9. Financial Reporting for the period ending July 31, 2025

NEW BUSINESS

10. Agreement with ACBCC for Wild Spaces Public Places Surtax Partnership Funds - Annex Project
11. Agreement with ACBCC for Wild Spaces Public Places Surtax Partnership - Fire Station Bay Doors

12. Agreement with ACBCC for Other Infrastructure Surtax Partnership - Water Filtration System

13. Proposed Mural Project at Ballpark

A proposed mural is presented for approval on the concession stand at the Carson Roberts Sports Complex. Alachua County has set aside \$1,000 for a mural project within all nine Alachua County municipalities.

UNFINISHED BUSINESS

14. Proposed Agreement with Micanopy Athletic Association

TOWN COMMISSIONER REPORTS

15. Commissioner (Seat 1) Judy Galloway

16. Commissioner (Seat 3) David Massey

17. Commissioner (Seat 4) Kevin Putansu

18. Commissioner (Seat 5) Ken Wessberg

MAYOR (SEAT 2) JIANA WILLIAMS REPORT

ADJOURN

PLEASE NOTE: PURSUANT TO SECTION 286.015, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, A PERSON WITH DISABILITIES NEEDING ANY SPECIAL ACCOMODATIONS TO PARTICIPATE IN TOWN MEETINGS SHOULD CONTACT THE TOWN ADMINISTRATOR, 706 NE CHOLOKKA BLVD., MICANOPY, FLORIDA 32667-0137, TELEPHONE (352) 466-3121.



Town Commission Regular Meeting Minutes

Tuesday, July 08, 2025 at 7:00 PM

706 NE Chokolka BLVD

CALL TO ORDER

Mayor Jiana Williams called the meeting to order 7:03 pm

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

Mayor Jiana Williams present

Mayor Pro-Tem Kevin Putansu absent with notice

Commissioner David Massey present

Commissioner Judy Galloway present

Commissioner Ken Wessberg present

CONSENT AGENDA

Motion made and seconded (Wessberg/Massey) to approve the consent agenda as submitted; passed 4-0

1. Agenda Approval
2. Regular Commission Meeting Minutes of June 10, 2025

GUESTS

3. Micanopy Brand Library Update

Micanopy Librarian Wendy Schneider gave a verbal report and provided handouts.

4. Willie Mae Stokes Community Center

Bishop Christopher Stokes, Willie Mae Stokes Community Center, gave a verbal report.

CITIZEN'S FORUM

Public Comment (public comments limited to 2 minutes per speaker, please)

Patty Crass, the parade was fun as always. Welcome to our new physicians.

Gail Davis, Gazebo looks great; the dedication was great. She questioned the handicap access of the gazebo. Commissioner Wessberg responded that we couldn't do the handicap access as they used the original foundation.

Mallory Pfaffly, Hello, they are practitioners and neighbors.

Bud DesForges, Great parade. He missed the dedication as they were wrapping up the cookie sales, which earned \$190.00 for the museum.

Wendy Schneider stated that our library assistant, Cindy, is retiring, and we have a new library assistant.

Stoney Slaton, Good evening. The parade was nice. Good fireworks. He discussed several public safety items, including a street limit sign on Chokolka Blvd, a 20 mph speed limit between town hall and Tahota Ave, and another sign near Magnolia Ave on Chokolka Blvd. Repaint the white line on Seminary Ave and Co Rd 234 for safety.

Administrator Samario responded to Mr. Slaton that we have adequate speed limit signs. We are looking at a canopy sign instead. Maybe people will pay attention before hurting their car. Tree canopy signs will show the height of upcoming limbs.

Gail Davis was impressed that the Sheriff showed up for the parade as well as the supervisor of elections.

Preston Crider questioned the congested area/pedestrian crossing the road signs.

TOWN COMMISSION LIAISON REPORTS

5. Alachua County League of Cities

Florida League of Cities conference is in August 2025.

6. Alachua County Children's Trust

Mayor Willaims gave a verbal report.

7. Thrasher Warehouse Board

Bud DesForges, President, Thrasher Warehouse Board, stated that their new commissioner liaison missed their last meeting. Chuckles. They had a good work day before July 4, 2025.

CITIZEN BOARD AND COMMITTEE REPORTS

8. Planning and Historic Preservation Board

Administrator Samario stated that we do not have a formal report.

July 15, 2025 - 6:00 pm, Planning & Historic Preservation Board Special Called Meeting - Concept review meeting, Micanopy Area Cooperative School.

9. Tree Committee

The Tree Committee, Paul Cohen, has not met recently in Gary Hunt's absence.

TOWN ATTORNEY REPORT

Nothing to report

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

Administrator Samario explained that the reports are not ready this month and will be available next month.

TOWN ADMINISTRATOR REPORT

10. Voting Delegate for Florida League of Cities Annual Conference

Administrator Samario stated the need to have a commissioner voting delegate for the Annual conference of the Florida League of Cities.

Mayor Williams will be honored to take on this task.

11. Upcoming Meetings & Events

July 22, 2025, 6:00 pm - Budget Workshop

August 4, 2025, 6:00 pm - Community Potluck

August 12, 2025, 6:00 pm- Budget Workshop

Upcoming meetings - informational

12. Upcoming Chlorine Burn

Upcoming Chlorine Burn - Flyer attached.

NEW BUSINESS

13. Joint Water & Policy Board Appointee

Sara Samario discussed the need to appoint a commissioner to the Joint Water & Policy Board.

Commissioner David Massey was nominated for this task.

14. Location Release Agreement

Administrator Samario presented a filmmaker's location agreement to film in Micanopy from November 1 to 21, 2025, with a reshoot on December 15, 2025. The contract expires on December 15, 2025. For further information, please refer to the agreement in the meeting packet.

Discussion ensued at length.

Motion made and seconded (Wessberg/Massey) to accept the location agreement with the town receiving recognition in the credits; passed 4-0

UNFINISHED BUSINESS

15. Proposed Facility Use Policy

Administrator Samario presented the facilities use agreement at Town Hall.

Discussion ensued at length.

Motion made and seconded (Massey/Galloway) to accept the agreement as written; passed 4-0

TOWN COMMISSIONER REPORTS

16. Commissioner (Seat 1) Judy Galloway

Commissioner Judy Galloway, Good evening. She is so happy that everyone is here and hopes that everyone enjoyed the parade. She encourages everyone to be prepared for hurricane season and offers prayers for those in Texas affected by the flooding. Bless you and thank you.

Thank you to Commissioner Wessberg for the outstanding job on the gazebo.

17. Commissioner (Seat 3) David Massey

Commissioner David Massey stated that the parade was grand. The dedication was great. He's happy to be here.

18. Commissioner (Seat 4) Kevin Putansu

Absent with notice.

19. Commissioner (Seat 5) Ken Wessberg

Thank you to Patty Polk, David Holton, and everyone who made July 4, 2025, a success.

As you know, we lost an advocate for Micanopy as Sandy Tyson passed away. He recommends placing a plaque in her honor on a bench near the gazebo. God bless everyone.

MAYOR (SEAT 2) JIANA WILLIAMS REPORT

Mayor Jiana Williams thanked everyone for being here.

We were approved for our State Appropriations for our water project. This will lower our cost to the project. Thank you to everyone for advocating for us. Thank you for trusting the process.

August 9, 2025, Willie Mae Stokes Community Center presents a back-to-school bash; free music, supplies, food, and bounce houses.

The Franklins have been a big part of the Haynes Memorial Cemetery.

Please be safe in all that you do.

ADJOURN

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Mayor Jiana Williams adjourned the meeting 8:35 pm

Town of Micanopy, Florida

General Fund

For period ending July 31, 2025

	Actual	Budget	Balance	% Received
	<u>2025</u>			
<u>Revenues</u>				
Taxes				
Ad Valorem	\$238,424	\$238,589	\$165	100%
Fuel Taxes				
Fuel Tax - First Local	\$29,375	\$35,000	\$5,625	84%
Fuel Tax - Second Local	\$21,091	\$25,000	\$3,909	84%
Half-cent sales tax	\$36,140	\$40,000	\$3,860	90%
Franchise fees				
Electricity - Duke Energy	\$45,504	\$55,000	\$9,496	83%
Utility Service taxes				
Electricity - Duke Energy	\$56,428	\$53,000	-\$3,428	106%
Propane	\$3,171	\$3,000	-\$171	106%
Communications	\$27,540	\$25,000	-\$2,540	110%
Total Taxes	\$457,673	\$474,589	\$16,916	
Licenses and permits				
Occupational - Businesses	\$440	\$2,200	\$1,760	20%
Occupational License - Landlord	\$40	\$2,000	\$1,960	2%
Occupational License - Insur Co	\$0	\$1,500	\$1,500	0%
Permits - Zoning Compliance	\$2,300	\$1,750	-\$550	131%
Permits - Special Events	\$0	\$500	\$500	0%
Land Use	\$50	\$200	\$150	25%
Total Licenses/permits	\$2,830	\$8,150	\$5,320	
Intergovernmental				
Wild Spaces Public Places	\$39,335	\$44,000	\$4,665	89%
Other Infrastructure Surtax	\$39,335	\$44,000	\$4,665	89%
Fines - Civil Traffic	\$19,800	\$14,000	-\$5,800	141%
Mobile Home Licenses	\$294	\$300	\$6	98%
Alcoholic Beverage Licenses	\$1,126	\$1,000	-\$126	113%
Traffic Signal Maintenance	\$975	\$950	-\$25	103%
Highway Lighting	\$5,066	\$0	-\$5,066	
State Shared revenues	\$22,569	\$23,500	\$931	96%

Town of Micanopy, Florida

For period ending July 31, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
<u>Expenditures</u>				
<u>Town Commission</u>				
Personnel Services				
Salaries	\$30,800	\$33,600	\$2,800	92%
FICA	\$2,070	\$2,083	\$13	99%
Medicare	\$484	\$487	\$3	99%
Other Post Employment Benefits	\$2,587	\$2,650	\$63	98%
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Total Salaries and Benefits	\$35,941	\$38,820	\$2,879	
Operating Expenses				
Professional Development	\$1,432	\$5,500	\$4,068	26%
Capital Outlay	\$0	\$0	\$0	
	<hr/>			
Total Operating Expenses	\$1,432	\$5,500	\$4,068	
	<hr/>			
Total Town Commission	\$37,373	\$44,320	\$6,947	

Town of Micanopy, Florida

For period ending July 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Town Administrator / Clerk</u>				
Personnel Services				
Salaries	\$63,598	\$75,161	\$11,563	85%
Overtime	\$1,754	\$2,500	\$746	70%
Health Insurance	\$13,108	\$13,500	\$392	97%
FICA	\$4,052	\$4,815	\$763	84%
Medicare	\$948	\$1,126	\$178	84%
Professional Development	\$637	\$2,500	\$1,863	25%
Total Salaries and Benefits	\$84,096	\$99,602	\$15,506	
Operating expenses				
Workers Comp	\$800	\$900	\$100	89%
Office Supplies	\$1,090	\$500	-\$590	218%
Dues and Publications	\$1,133	\$1,500	\$367	76%
Capital Outlay	\$0	\$0	\$0	
Total Operating Expenses	\$3,023	\$2,900	-\$123	
Total Town Administrator	\$87,119	\$102,502	\$15,383	

Town of Micanopy, Florida

For period ending July 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>General Government Operating</u>				
Operations				
Insurance - Liability	\$6,758	\$7,500	\$742	90%
Insurance - Property	\$22,441	\$25,000	\$2,559	90%
Office Equipment Maintenance	\$3,097	\$3,500	\$403	88%
Building Maintenance	\$46,773	\$47,500	\$727	98%
Utilities				
Electric - Town Hall	\$9,579	\$12,000	\$2,421	80%
Electric - Museum	\$892	\$1,000	\$108	89%
Electric - Archive	\$1,569	\$1,600	\$31	98%
Electric - Cemetery	\$393	\$500	\$107	79%
Electric - Fire Station	\$4,464	\$5,000	\$536	89%
Telephone - Town Hall	\$3,011	\$2,100	-\$911	143%
Internet	\$2,599	\$2,500	-\$99	104%
Operating Supplies	\$4,056	\$6,500	\$2,444	62%
Office Supplies	\$6,620	\$4,500	-\$2,120	147%
Postage	\$352	\$1,000	\$648	35%
Elevator Service	\$1,481	\$2,500	\$1,019	59%
Janitorial Supplies	\$228	\$250	\$22	91%
Pest & Termite Control	\$4,751	\$3,000	-\$1,751	158%
Contracted Services	\$10,058	\$10,000	-\$58	101%
Professional Services				
IT	\$5,391	\$8,500	\$3,109	63%
Auditor	\$8,728	\$5,000	-\$3,728	175%
Engineering / Surveying	\$750	\$3,000	\$2,250	25%
Janitorial	\$5,750	\$6,600	\$850	87%
Dues and Publications	\$982	\$1,200	\$218	82%
Promotional	\$2,451	\$5,500	\$3,049	45%
Capital Outlay - Other Infrastructure	\$20,783	\$0	-\$20,783	
CDBG-CV Grant	\$0	\$934,000	\$934,000	0%
Capital Outlay - CDBG-CV Grant	\$0	\$2,000,000	\$2,000,000	0%
General Govt Operations	\$173,957	\$3,099,750	\$2,925,793	

Town of Micanopy, Florida

For period ending July 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Legal</u>				
Contractual- City Attorney	\$33,000	\$38,000	\$5,000	87%
Advertisement	\$2,680	\$4,000	\$1,320	67%
Total Legal	\$35,680	\$42,000	\$6,320	
<u>Land Development Planning</u>				
Contractual - Planning Services	\$3,500	\$7,000	\$3,500	50%
Advertisement	\$0	\$1,500	\$1,500	0%
Total and Development Planning	\$3,500	\$8,500	\$5,000	
<u>Elections</u>				
Expenses	\$0	\$0	\$0	
Advertising	\$0	\$0	\$0	
Postage	\$0	\$0	\$0	
Total Elections	\$0	\$0	\$0	
Total General Government	\$337,630	\$3,297,072	\$2,959,443	
<u>Public Works</u>				
<u>Personnel Services</u>				
Salaries	\$27,454	\$66,269	\$38,815	41%
Health Insurance	\$979	\$22,000	\$21,021	4%
Overtime	\$902	\$2,438	\$1,536	37%
Part-Time	\$29,157	\$26,480	-\$2,677	110%
FICA	\$3,566	\$5,902	\$2,336	60%
Medicare	\$834	\$1,380	\$546	60%
Retirement	\$0	\$0	\$0	
Uniforms	\$0	\$0	\$0	
Total Salaries and Benefits	\$62,892	\$124,469	\$61,577	

Town of Micanopy, Florida

For period ending July 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
Operating expenses				
Street Lights	\$16,857	\$18,000	\$1,143	94%
Insurance - Auto	\$2,301	\$3,000	\$699	77%
Insurance - Liability	\$450	\$600	\$150	75%
Insurance - Property	\$5,050	\$5,200	\$150	97%
Workmans Comp	\$4,600	\$5,000	\$400	92%
School Signal Maintenance	\$0	\$650	\$650	0%
Repairs and Maint- Equip	\$1,337	\$1,500	\$163	89%
Operating Supplies	\$7,780	\$7,000	-\$780	111%
Uniforms	\$280	\$300	\$20	93%
Professional Development	\$0	\$0	\$0	
Vehicle Repair / Maintenance	\$114	\$750	\$636	15%
Fuel	\$4,283	\$4,750	\$467	90%
Street Maintenance	\$1,349	\$6,500	\$5,151	21%
Tree Removal	\$1,800	\$7,500	\$5,700	24%
Contract Services	\$0	\$7,500	\$7,500	0%
Capital Outlay	\$4,600	\$5,000	\$400	92%
Total Operating Supplies	\$50,801	\$73,250	\$22,449	
Total Public Works	\$113,693	\$197,719	\$84,026	
<u>Public Safety</u>				
Fire Safety Fund Contribution	\$135,000	\$135,000	\$0	100%
Total Public Safety	\$135,000	\$135,000	\$0	

Town of Micanopy, Florida

For period ending July 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Parks</u>				
Operating expenses				
Utilities - parks	\$7,317	\$8,000	\$683	91%
Insurance - Property	\$2,217	\$3,000	\$783	74%
Maintenance & Repairs	\$1,554	\$2,000	\$446	78%
Operating Supplies	\$2,945	\$3,200	\$255	92%
Tree City	\$567	\$550	-\$17	103%
Special Events - Independence Day	\$1,550	\$7,500	\$5,950	21%
Special Event - Light up Micanopy	\$570	\$600	\$30	95%
Special Event -Halloween	\$445	\$500	\$55	89%
Special Event - Other Events	\$0	\$750	\$750	0%
Capital Outlay - WSPP	\$62,550	\$375,000	\$312,450	17%
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Total Parks	\$79,715	\$401,100	\$321,385	
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Total Expenditures	\$666,037	\$4,030,891	\$3,364,854	
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Net Revenue Over Expenses	\$28,792	(\$28,302)	(\$57,094)	
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Town of Micanopy, Florida

Solid Waste Fund

For period ending July 31, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
<u>Revenues</u>				
Charges				
Solid Waste Charges	\$92,152	\$121,303	\$29,151	76%
Total Charges	\$92,152	\$121,303	\$29,151	
Total Revenues	\$92,152	\$121,303	\$29,151	
<u>Expenditures</u>				
Contractual Services - Residential	\$53,875	\$66,900	\$13,025	81%
Contractual Services - Commercial	\$38,000	\$48,253	\$10,253	79%
Operating Supplies	\$0	\$150	\$150	0%
Transfer to Water Fund	\$0	\$6,000	\$6,000	0%
Total Expenditures	\$91,875	\$121,303	\$29,428	
Net Revenue Over Expenses	\$277	\$0	-\$277	

Town of Micanopy, Florida

Water Fund

For period ending July 31, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
Revenues				
Operating Income				
Charges				
Water Use	\$152,167	\$167,600	\$15,433	91%
Service Charge	\$8,501	\$5,000	-\$3,501	170%
Backflow Testing	\$3,496	\$0		
New Connection	\$4,500	\$0	-\$4,500	
Interest	\$9,262	\$8,000	-\$1,262	116%
Total Charges	\$177,926	\$180,600	\$6,170	
Other				
Transfer from Solid Waste	\$0	\$6,000	\$6,000	0%
SRF Grant / Loan - Planning & Design	\$75,000	\$252,500	\$177,500	30%
SRF Grant / Loan - construction	\$0	\$1,550,000	\$1,550,000	0%
Prior year ARPA	\$0	\$301,542	\$301,542	0%
Total Other	\$75,000	\$2,110,042	\$2,029,042	
Total Revenues	\$252,926	\$2,290,642	\$2,035,212	

Expenditures

Personnel Services

Salaries - Operation	\$68,593	\$76,500	\$7,907	90%
Overtime	\$4,810	\$5,000	\$190	96%
Health Insurance	\$9,797	\$10,000	\$203	98%
FICA	\$4,551	\$5,053	\$502	90%
Medicare	\$1,064	\$1,182	\$118	90%
Retirement	\$1,500	\$1,950	\$450	77%
Workers Comp	\$1,338	\$2,500	\$1,162	54%
Total personnel Services	\$91,653	\$102,185	\$10,532	

Operating Expenses

Contractual Services

Water Operator	\$8,635	\$15,000	\$6,365	58%
Audit	\$0	\$5,000	\$5,000	0%
Annual Service Contract	\$12,011	\$12,500	\$489	96%
Backflow Prevention	\$0	\$4,500	\$4,500	0%
Billing Software	\$3,000	\$1,600	-\$1,400	188%
Professional Development	\$2,045	\$2,000	-\$45	102%
Postage	\$2,400	\$2,500	\$100	96%
Utilities - Electricity	\$5,108	\$7,200	\$2,092	71%
Utilities - Communication Line	\$365	\$1,000	\$635	37%

Town of Micanopy, Florida

For period ending July 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
Insurance				
Liability	\$300	\$500	\$200	60%
Property	\$5,500	\$6,500	\$1,000	85%
Maintenance				
Building	\$0	\$1,000	\$1,000	0%
Equipment	\$0	\$2,500	\$2,500	0%
Water Testing	\$4,423	\$3,000	-\$1,423	147%
Operating Supplies	\$1,351	\$3,500	\$2,149	39%
Office Supplies	\$606	\$500	-\$106	121%
Chemicals	\$4,368	\$7,000	\$2,632	62%
Dues	\$1,274	\$1,500	\$226	85%
Total Operating Expense	\$51,386	\$77,300	\$25,914	
Total Personnel and Operating	\$143,039	\$179,485	\$51,828	
Other				
Capital	\$0	\$5,000	\$5,000	0%
Capital Improvement - Planning & Design	\$75,000	\$505,000	\$430,000	15%
Capital Improvement - Construction	\$0	\$1,585,000	\$1,585,000	0%
Transfer to General Fund	\$0	\$1,500	\$1,500	0%
Total Other Expenses	\$75,000	\$2,096,500	\$2,021,500	
Total Water Fund Expenses	\$218,039	\$2,275,985	\$2,073,328	
Net income/ (loss)	\$34,887	\$14,657	(\$38,116)	

Town of Micanopy, Florida

General Fund

For period ending June 30, 2025

	Actual	Budget	Balance	% Received
	<u>2025</u>			
<u>Revenues</u>				
Taxes				
Ad Valorem	\$238,281	\$238,589	\$308	100%
Fuel Taxes				
Fuel Tax - First Local	\$26,493	\$35,000	\$8,507	76%
Fuel Tax - Second Local	\$19,023	\$25,000	\$5,977	76%
Half-cent sales tax	\$32,510	\$40,000	\$7,490	81%
Franchise fees				
Electricity - Duke Energy	\$40,371	\$55,000	\$14,629	73%
Utility Service taxes				
Electricity - Duke Energy	\$49,027	\$53,000	\$3,973	93%
Propane	\$2,765	\$3,000	\$235	92%
Communications	\$24,772	\$25,000	\$228	99%
Total Taxes	\$433,242	\$474,589	\$41,347	
Licenses and permits				
Occupational - Businesses	\$400	\$2,200	\$1,800	18%
Occupational License - Landlord	\$40	\$2,000	\$1,960	2%
Occupational License - Insur Co	\$0	\$1,500	\$1,500	0%
Permits - Zoning Compliance	\$2,000	\$1,750	-\$250	114%
Permits - Special Events	\$0	\$500	\$500	0%
Land Use	\$50	\$200	\$150	25%
Total Licenses/permits	\$2,490	\$8,150	\$5,660	
Intergovernmental				
Wild Spaces Public Places	\$36,267	\$44,000	\$7,733	82%
Other Infrastructure Surtax	\$36,267	\$44,000	\$7,733	82%
Fines - Civil Traffic	\$14,370	\$14,000	-\$370	103%
Mobile Home Licenses	\$294	\$300	\$6	98%
Alcoholic Beverage Licenses	\$1,126	\$1,000	-\$126	113%
Traffic Signal Maintenance	\$975	\$950	-\$25	103%
Highway Lighting	\$5,066	\$0	-\$5,066	
State Shared revenues	\$20,062	\$23,500	\$3,438	85%

Town of Micanopy, Florida

For period ending June 30, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
<u>Expenditures</u>				
<u>Town Commission</u>				
Personnel Services				
Salaries	\$25,200	\$33,600	\$8,400	75%
FICA	\$1,694	\$2,083	\$390	81%
Medicare	\$396	\$487	\$91	81%
Other Post Employment Benefits	\$2,117	\$2,650	\$533	80%
	<hr/>			
Total Salaries and Benefits	\$29,407	\$38,820	\$9,414	
Operating Expenses				
Professional Development	\$1,432	\$5,500	\$4,068	26%
Capital Outlay	\$0	\$0	\$0	
	<hr/>			
Total Operating Expenses	\$1,432	\$5,500	\$4,068	
	<hr/>			
Total Town Commission	\$30,839	\$44,320	\$13,482	

Town of Micanopy, Florida

For period ending June 30, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Town Administrator / Clerk</u>				
Personnel Services				
Salaries	\$54,926	\$75,161	\$20,235	73%
Overtime	\$1,561	\$2,500	\$939	62%
Health Insurance	\$11,888	\$13,500	\$1,612	88%
FICA	\$3,502	\$4,815	\$1,313	73%
Medicare	\$819	\$1,126	\$307	73%
Professional Development	\$637	\$2,500	\$1,863	25%
Total Salaries and Benefits	\$73,333	\$99,602	\$26,269	
Operating expenses				
Workers Comp	\$800	\$900	\$100	89%
Office Supplies	\$1,090	\$500	-\$590	218%
Dues and Publications	\$1,133	\$1,500	\$367	76%
Capital Outlay	\$0	\$0	\$0	
Total Operating Expenses	\$3,023	\$2,900	-\$123	
Total Town Administrator	\$76,356	\$102,502	\$26,146	

Town of Micanopy, Florida

For period ending June 30, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>General Government Operating</u>				
Operations				
Insurance - Liability	\$6,758	\$7,500	\$742	90%
Insurance - Property	\$22,441	\$25,000	\$2,559	90%
Office Equipment Maintenance	\$3,097	\$3,500	\$403	88%
Building Maintenance	\$46,773	\$47,500	\$727	98%
Utilities				
Electric - Town Hall	\$9,579	\$12,000	\$2,421	80%
Electric - Museum	\$892	\$1,000	\$108	89%
Electric - Archive	\$1,569	\$1,600	\$31	98%
Electric - Cemetery	\$393	\$500	\$107	79%
Electric - Fire Station	\$4,464	\$5,000	\$536	89%
Telephone - Town Hall	\$3,011	\$2,100	-\$911	143%
Internet	\$2,219	\$2,500	\$281	89%
Operating Supplies	\$3,922	\$6,500	\$2,578	60%
Office Supplies	\$6,620	\$4,500	-\$2,120	147%
Postage	\$352	\$1,000	\$648	35%
Elevator Service	\$1,481	\$2,500	\$1,019	59%
Janitorial Supplies	\$228	\$250	\$22	91%
Pest & Termite Control	\$4,685	\$3,000	-\$1,685	156%
Contracted Services	\$10,088	\$10,000	-\$88	101%
Professional Services				
IT	\$5,391	\$8,500	\$3,109	63%
Auditor	\$8,728	\$5,000	-\$3,728	175%
Engineering / Surveying	\$750	\$3,000	\$2,250	25%
Janitorial	\$5,750	\$6,600	\$850	87%
Dues and Publications	\$982	\$1,200	\$218	82%
Promotional	\$2,451	\$5,500	\$3,049	45%
Capital Outlay - Other Infrastructure	\$18,383	\$0	-\$18,383	
CDBG-CV Grant	\$0	\$934,000	\$934,000	0%
Capital Outlay - CDBG-CV Grant	\$0	\$2,000,000	\$2,000,000	0%
General Govt Operations	\$171,007	\$3,099,750	\$2,928,743	

Town of Micanopy, Florida

For period ending June 30, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Legal</u>				
Contractual- City Attorney	\$30,000	\$38,000	\$8,000	79%
Advertisement	\$2,680	\$4,000	\$1,320	67%
Total Legal	\$32,680	\$42,000	\$9,320	
<u>Land Development Planning</u>				
Contractual - Planning Services	\$3,500	\$7,000	\$3,500	50%
Advertisement	\$0	\$1,500	\$1,500	0%
Total and Development Planning	\$3,500	\$8,500	\$5,000	
<u>Elections</u>				
Expenses	\$0	\$0	\$0	
Advertising	\$0	\$0	\$0	
Postage	\$0	\$0	\$0	
Total Elections	\$0	\$0	\$0	
Total General Government	\$314,382	\$3,297,072	\$2,982,690	
<u>Public Works</u>				
<u>Personnel Services</u>				
Salaries	\$23,579	\$66,269	\$42,690	36%
Health Insurance	\$8,877	\$22,000	\$13,123	40%
Overtime	\$902	\$2,438	\$1,536	37%
Part-Time	\$22,978	\$26,480	\$3,502	87%
FICA	\$2,942	\$5,902	\$2,960	50%
Medicare	\$688	\$1,380	\$692	50%
Retirement	\$0	\$0	\$0	
Uniforms	\$0	\$0	\$0	
Total Salaries and Benefits	\$59,967	\$124,469	\$64,502	

Town of Micanopy, Florida

For period ending June 30, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
Operating expenses				
Street Lights	\$16,688	\$18,000	\$1,312	93%
Insurance - Auto	\$2,301	\$3,000	\$699	77%
Insurance - Liability	\$450	\$600	\$150	75%
Insurance - Property	\$5,050	\$5,200	\$150	97%
Workmans Comp	\$4,600	\$5,000	\$400	92%
School Signal Maintenance	\$0	\$650	\$650	0%
Repairs and Maint- Equip	\$1,337	\$1,500	\$163	89%
Operating Supplies	\$7,780	\$7,000	-\$780	111%
Uniforms	\$280	\$300	\$20	93%
Professional Development	\$0	\$0	\$0	
Vehicle Repair / Maintenance	\$114	\$750	\$636	15%
Fuel	\$4,283	\$4,750	\$467	90%
Street Maintenance	\$1,349	\$6,500	\$5,151	21%
Tree Removal	\$1,800	\$7,500	\$5,700	24%
Contract Services	\$0	\$7,500	\$7,500	0%
Capital Outlay	\$4,600	\$5,000	\$400	92%
Total Operating Supplies	\$50,632	\$73,250	\$22,618	
Total Public Works	\$110,599	\$197,719	\$87,120	
<u>Public Safety</u>				
Fire Safety Fund Contribution	\$135,000	\$135,000	\$0	100%
Total Public Safety	\$135,000	\$135,000	\$0	

Town of Micanopy, Florida

For period ending June 30, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Parks</u>				
Operating expenses				
Utilities - parks	\$7,269	\$8,000	\$731	91%
Insurance - Property	\$2,217	\$3,000	\$783	74%
Maintenance & Repairs	\$1,554	\$2,000	\$446	78%
Operating Supplies	\$2,925	\$3,200	\$275	91%
Tree City	\$567	\$550	-\$17	103%
Special Events - Independence Day	\$0	\$7,500	\$7,500	0%
Special Event - Light up Micanopy	\$570	\$600	\$30	95%
Special Event -Halloween	\$445	\$500	\$55	89%
Special Event - Other Events	\$0	\$750	\$750	0%
Capital Outlay - WSPP	\$39,500	\$375,000	\$335,500	11%
Total Parks	\$55,047	\$401,100	\$346,053	
Total Expenditures	\$615,028	\$4,030,891	\$3,415,864	
Net Revenue Over Expenses	\$16,824	(\$28,302)	(\$45,127)	

Town of Micanopy, Florida

Solid Waste Fund

For period ending June 30, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
<u>Revenues</u>				
Charges				
Solid Waste Charges	\$81,333	\$121,303	\$39,970	67%
Total Charges	\$81,333	\$121,303	\$39,970	
Total Revenues	\$81,333	\$121,303	\$39,970	
<u>Expenditures</u>				
Contractual Services - Residential	\$48,503	\$66,900	\$18,397	73%
Contractual Services - Commercial	\$34,167	\$48,253	\$14,086	71%
Operating Supplies	\$0	\$150	\$150	0%
Transfer to Water Fund	\$0	\$6,000	\$6,000	0%
Total Expenditures	\$82,670	\$121,303	\$38,633	
Net Revenue Over Expenses	-\$1,337	\$0	\$1,337	

Town of Micanopy, Florida

Water Fund

For period ending June 30, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
Revenues				
Operating Income				
Charges				
Water Use	\$133,708	\$167,600	\$33,892	80%
Service Charge	\$7,295	\$5,000	-\$2,295	146%
Backflow Testing	\$230	\$0		
New Connection	\$4,500	\$0	-\$4,500	
Interest	\$8,335	\$8,000	-\$335	104%
Total Charges	\$154,068	\$180,600	\$26,762	
Other				
Transfer from Solid Waste	\$0	\$6,000	\$6,000	0%
SRF Grant / Loan - Planning & Design	\$75,000	\$252,500	\$177,500	30%
SRF Grant / Loan - construction	\$0	\$1,550,000	\$1,550,000	0%
Prior year ARPA	\$0	\$301,542	\$301,542	0%
Total Other	\$75,000	\$2,110,042	\$2,029,042	
Total Revenues	\$229,068	\$2,290,642	\$2,055,804	

Expenditures

Personnel Services

Salaries - Operation	\$58,736	\$76,500	\$17,764	77%
Overtime	\$4,311	\$5,000	\$689	86%
Health Insurance	\$7,957	\$10,000	\$2,043	80%
FICA	\$3,909	\$5,053	\$1,144	77%
Medicare	\$914	\$1,182	\$268	77%
Retirement	\$1,500	\$1,950	\$450	77%
Workers Comp	\$1,003	\$2,500	\$1,497	40%
Total personnel Services	\$78,330	\$102,185	\$23,855	

Operating Expenses

Contractual Services

Water Operator	\$7,812	\$15,000	\$7,188	52%
Audit	\$0	\$5,000	\$5,000	0%
Annual Service Contract	\$12,011	\$12,500	\$489	96%
Backflow Prevention	\$0	\$4,500	\$4,500	0%
Billing Software	\$3,000	\$1,600	-\$1,400	188%
Professional Development	\$2,045	\$2,000	-\$45	102%
Postage	\$2,400	\$2,500	\$100	96%
Utilities - Electricity	\$4,607	\$7,200	\$2,593	64%
Utilities - Communication Line	\$365	\$1,000	\$635	37%

Town of Micanopy, Florida

For period ending June 30, 2025

	Actual	Budget	Balance	
		2025		
Insurance				
Liability	\$225	\$500	\$275	45%
Property	\$4,125	\$6,500	\$2,375	63%
Maintenance				
Building	\$0	\$1,000	\$1,000	0%
Equipment	\$0	\$2,500	\$2,500	0%
Water Testing	\$4,423	\$3,000	-\$1,423	147%
Operating Supplies	\$1,351	\$3,500	\$2,149	39%
Office Supplies	\$606	\$500	-\$106	121%
Chemicals	\$4,132	\$7,000	\$2,868	59%
Dues	\$1,274	\$1,500	\$226	85%
Total Operating Expense	\$48,376	\$77,300	\$28,924	
Total Personnel and Operating	\$126,706	\$179,485	\$57,848	
Other				
Capital	\$0	\$5,000	\$5,000	0%
Capital Improvement - Planning & Design	\$75,000	\$505,000	\$430,000	15%
Capital Improvement - Construction	\$0	\$1,585,000	\$1,585,000	0%
Transfer to General Fund	\$0	\$1,500	\$1,500	0%
Total Other Expenses	\$75,000	\$2,096,500	\$2,021,500	
Total Water Fund Expenses	\$201,706	\$2,275,985	\$2,079,348	
Net income/ (loss)	\$27,362	\$14,657	(\$23,544)	

**GRANT FUNDING AGREEMENT
BETWEEN ALACHUA COUNTY AND THE ~~CITY-TOWN~~ OF MICANOPY
FOR AWARD AND DISTRIBUTION OF LOCAL
GOVERNMENT INFRASTRUCTURE SURTAX,
NO. 14728**

THIS GRANT FUNDING AGREEMENT (this "Agreement") is entered into this between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County"), and the ~~City-Town~~ of Micanopy, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Municipality") (as used herein, the County and the Municipality shall be referred to collectively as the "Parties").

WITNESSETH:

WHEREAS, Subsection 212.055(2), Florida Statutes, provides the County the authority to levy, in addition to other taxes allowed by law, a local government infrastructure sales surtax pursuant to ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of the County; and

WHEREAS, the local government infrastructure surtax may be used to fund the various types of programs that are enumerated in subsection 212.055(2), Florida Statutes; and

WHEREAS, on March 22, 2022, the Board of County Commissioners of Alachua County, Florida ("**Board**") adopted Ordinance 2022-08 to levy a 1.0 percent local government infrastructure surtax (the "**Surtax Ordinance**"); and

WHEREAS, the Surtax Ordinance provides that the proceeds of the surtax must be divided in two equal parts, with 50% of the proceeds to be used only for "**Wild Spaces Public Places Uses**" and 50% of the proceeds to be used only for "**Other Infrastructure Uses**"; and

WHEREAS, the Surtax Ordinance provides that the ~~Wild Spaces and Public Places Uses~~ allocation may be used only to acquire any interest in land for public recreation, conservation, or protection of natural resources, to improve conservation lands, or to create, improve, maintain and operate the parks and recreational programs and facilities established with the proceeds of the surtax within Alachua County (hereinafter, "**Wild Spaces Public Places Uses**" or "**WSPP Uses**"); and

WHEREAS, the Surtax Ordinance provides that the **Other Infrastructure Uses** allocation may only be used to for the following: land acquisition, land improvement, design, engineering costs, and all other professional and related costs to finance, plan, construct, reconstruct or improve public facilities that have a life expectancy of 5 years or more; land

acquisition expenditures for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing; and up to 15 percent of the surtax may be allocated for funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development (collectively, “Other Infrastructure Uses”); and

WHEREAS, the surtax was approved by a majority of the electors voting in the referendum held on November 8, 2022, became effective on January 1, 2023, and is scheduled to expire on December 31, 2032; and

WHEREAS, the Surtax Ordinance created four Municipal Partnership Grant Programs from the County’s statutory formula share of the surtax proceeds, whereby the County will award matching grant funds for qualifying municipal grant projects on a cost reimbursement basis; and

WHEREAS, the four Municipal Partnership Grant Programs created by the Surtax Ordinance are: (1) \$3,000,000 for the City of Gainesville for WSPP Uses (the “**Gainesville WSPP Grant Program**”); (2) \$3,000,000 to be allocated ~~amount among~~ all nine Alachua County municipalities for WSPP Uses (the “**Municipalities WSPP Grant Program**”); (3) \$3,000,000 for the City of Gainesville for Other Infrastructure Uses (the “**Gainesville Other Infrastructure Grant Program**”); and (4) \$3,000,000 to be allocated ~~amount among~~ all nine Alachua County municipalities for Other Infrastructure Uses (the “**Municipalities Other Infrastructure Grant Program**”); and

WHEREAS, on May 23, 2023, the Board determined that the \$3,000,000 grant funding to be allocated ~~to~~ among all nine Alachua County municipalities under the **Municipalities WSPP Grant Program** and the \$3,000,000 grant funding to be allocated among ~~to~~ all nine Alachua County municipalities under the **Municipalities Other Infrastructure Grant Program**, be divided equally among the nine municipalities, so that each municipality will receive up to \$333,333.33 under each of the two grant programs; and

WHEREAS, on _____, the Municipality submitted an application to the County for funding under the Wild Spaces & Public Places Surtax, a copy of the application is attached hereto as **Exhibit 1** (the “Project”); and

WHEREAS, the Municipality represents and warrants to the County that any and all grant funding provided to it by the County under this Agreement shall be used in strict accordance with the Surtax Ordinance and §212.055(2), Florida Statutes; and

WHEREAS, the Board finds, based on the Municipality’s application, representations and warranties, that the Project qualifies for grant funding under the Surtax Ordinance; and

WHEREAS, the Parties desire to enter into this Agreement to award and implement the grant.

NOW, THEREFORE, pursuant to the Surtax Ordinance and consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Recitals. The Parties agree that all of the recitals set forth above are true, correct, and are hereby incorporated into and made part of this Agreement.

2. Term. This Agreement shall take effect on the day and year that it has been executed by the last party and shall continue until the Municipality has completed the Project and the County has reimbursed the Municipality for the County’s portion of the Project cost, as required herein.

3. Project Construction and Funding. The County award to the Municipality grant funding in an amount that shall not exceed \$31,000.00 (the “Grant Funding”) for completion of the Project. The Project shall consist of improvements to the Native American Preserve as more particularly described in **Exhibit 1**. The following elements of the Project constitute allowable costs for which the Municipality shall be reimbursed as provided in this Agreement: The annexation, renovation, and site improvements to the Native American Preserve. This includes stabilizing the structure to improve safety and use. The Municipality shall begin construction of the Project not later than [] and proceed diligently to final completion. The Municipality shall achieve final completion of the Project, by no later than []. Upon achieving final completion of the Project, the Municipality shall submit a written invoice to the County in an amount that shall not exceed 50% of the allowable Project costs incurred and paid by the Municipality for the Project, along with documentation sufficient to demonstrate the total cost of the Project and a written statement from the Municipality’s Public Works, Parks manger, or Project Consultant certifying to the County that the Project has been completed. The County shall reimburse up to fifty percent (50%) of the amount expended by the Municipality for such Project within 60 days of the County’s receipt of an invoice that includes all receipts, statements, or other records as the County or the Clerk of Court may reasonably require to substantiate the cost of the Project and the amount requested by the Municipality. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that the maximum amount payable by the County to the Municipality for the Project is \$31,000.00.

Commented [TR1]: Provide more detail, site and building size etc

Commented [TR2]: Provide a realistic date

Commented [TR3]: Provide a realistic date

4. Use of Project by County Residents. Upon completion of the Project: (a) the Project shall be open and available to all County residents at the same fee or fee structure, if any, that is applicable to Municipal residents; and (b) the Municipality shall erect and maintain on-site

signage, as provided by the County, recognizing the contributions of the Alachua County Citizens towards to construction of the Project.

5. Notices. All notices from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and Municipality are:

County: County Manager
12 S.E. 1st Street
Gainesville, FL 32601

Municipality: ~~City-Town~~ Manager
706 NE Chokolka Blvd, PO Box 137,
Micanopy, Florida 32667

6. Default and Termination. The failure of either party to comply with any provision of this Agreement will place that party in default. The party claiming default will notify other party in writing pursuant to Paragraph 5 above. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will have (7) days to cure the default or to submit a plan to cure acceptable to the other party. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager shall refer the matter to the Board for authorization to terminate this Agreement and, if grant funding has been received by the Municipality, seek reimbursement of grant funding from the Municipality. The ~~City-Town~~ Mayor is authorized to provide written notice of default on behalf of the Municipality, and if the default situation is not corrected within the allotted time, the ~~City-Town~~ Mayor shall refer the matter to the ~~City-Town~~ Commissioner. If either the County or the Municipality dispute a default finding, the Parties shall submit to non-binding mediation prior to seeking reimbursement or termination of the Agreement.

7. Repayment. The Municipality agrees to return to the County, within sixty (60) calendar days' of written demand from the County, all Grant Funding, or any portion thereof, paid to the Municipality under the terms of this Agreement upon ~~the County finding that the Municipality~~ a material finding that the Municipality has violated any term of this Agreement, the Surtax Ordinance, or §212.055(2), Florida Statutes not cured after written notice and opportunity to cure. This provision shall survive the expiration or termination of this Agreement.

8. Laws & Regulations. The Municipality shall comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the Project and the

grant funding awarded pursuant to this Agreement.

9. Sovereign Immunity. Each Party~~ies~~ fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida, and a charter county and a political subdivision of the State of Florida, respectively. Without in any way waiving, limiting or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees. This Agreement is not intended, and shall not be interpreted to constitute, a waiver of sovereign immunity, an authorization of claims by third parties, a waiver of the limits of liability as established by §768.28, Florida Statutes, or to waive any other provision of §768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. Auditing Rights and Information. The County reserves the right to require the Municipality to submit to an audit, by any auditor of the County's choosing. The Municipality shall provide access to all of its records, which relate directly or indirectly to the Project or this Agreement, at its ~~city-town~~ hall during regular business hours. The Municipality shall retain all records pertaining to the Project or this Agreement and upon request make them available to County for inspection, copying and auditing for a period of five (5) complete calendar years following expiration or termination of this Agreement. The Municipality agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing, overcharges, or disallowed cost of any nature by the Municipality to the County (the "Overcharged Amount"), the Municipality agrees to pay the Overcharged Amount to the County within 60 calendar days of demand from the County. The access, inspection, copying and auditing rights shall survive the expiration or termination of this Agreement.

11. Exhibits. All exhibits and attachments attached to this Agreement are incorporated into and made part of this Agreement by reference.

12. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement that is executed by both Parties. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

13. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

14. Governing Law and Venue. This Agreement shall be governed and construed in

accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Agreement shall be in Alachua County, Florida.

15. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

16. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

17. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

18. Human Trafficking Affidavit of No Coercion for Labor or Services

a. Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.

b. ~~Windstream~~ The Municipality will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached to this Agreement as **Exhibit "2"**

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the Project and the Grant Funding, and supersedes all prior written or oral agreements, understandings, or representations of the Parties regarding same.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved and executed by their duly authorized officials.

ALACHUA COUNTY, FLORIDA

By: _____
Charles S. Chestnut, IV., Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby, II, Clerk
(SEAL)

Alachua County Attorney

~~CITY TOWN OF~~ MICANOPY

By: _____
Mayor

Date: _____

ATTEST:

Approved as to Form

Clerk
(SEAL)

~~City~~ Town Attorney

Exhibit 1: Project Application



For staff use only

Date Received: _____

Date Approved: _____

Joint Infrastructure Surtax Projects Application

Please complete one form for each proposed project. Please check one:

- Wild Spaces & Public Places (not to exceed \$333,333)
- Infrastructure (not to exceed \$333,333)

Municipality: Town of Micanopy

Primary Contact First/Last Name: Sara Samario

Primary Contact Daytime Phone Number: 352-466-3121

Primary Contact Email Address: SSamario@MicanopyTown.com

Name of Project: Annex Renovation & Site Improvements – Native American Heritage Preserve

Project Address/Location: Annex Property, Adjacent to Native American Heritage Preserve, Micanopy, FL

Estimated Project Cost: \$ 31,000

Estimated Start Date: June 2025 Estimated Completion Date: September 2025

Who will benefit from the project:

Residents and visitors to the Native American Heritage Preserve; Town staff responsible for managing the annex; the broader community through expanded cultural and recreational opportunities.

Local Significance of Project to your Municipality:

The annex property is critical to expanding the Native American Heritage Preserve and supporting the Town's cultural and historical initiatives. Repairs will stabilize the structure and improve safety and usability, while fencing will define boundaries and protect the site. These improvements enable future programming and protect a space of local and historical importance.

County-Wide Significance of Project (optional – attach plans/drawings/maps):

The Native American Heritage Preserve represents a significant cultural asset not only for Micanopy but for the entire region. Restoring and activating this space will support heritage tourism, educational outreach, and regional cultural preservation efforts. The project aligns with countywide goals for equity, cultural inclusion, and stewardship of Indigenous history.

Exhibit 2: No Coercion for Labor or Services Affidavit

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, _____ [insert full legal name of the person providing this affidavit], as _____ [insert corporate title of the person providing this affidavit] of the _____ [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the _____ [insert full legal name of the Corporation].
3. I attest and affirm that _____ [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

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

Signature

Name Printed

Title

Date Signed

**GRANT FUNDING AGREEMENT
BETWEEN ALACHUA COUNTY AND THE ~~CITY-TOWN~~ OF MICANOPY
FOR AWARD AND DISTRIBUTION OF LOCAL
GOVERNMENT INFRASTRUCTURE SURTAX,
NO. 14729**

THIS GRANT FUNDING AGREEMENT (this "Agreement") is entered into this between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County"), and the ~~City-Town~~ of Micanopy, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Municipality") (as used herein, the County and the Municipality shall be referred to collectively as the "Parties").

WITNESSETH:

WHEREAS, Subsection 212.055(2), Florida Statutes, provides the County the authority to levy, in addition to other taxes allowed by law, a local government infrastructure sales surtax pursuant to ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of the County; and

WHEREAS, the local government infrastructure surtax may be used to fund the various types of programs that are enumerated in subsection 212.055(2), Florida Statutes; and

WHEREAS, on March 22, 2022, the Board of County Commissioners of Alachua County, Florida ("**Board**") adopted Ordinance 2022-08 to levy a 1.0 percent local government infrastructure surtax (the "**Surtax Ordinance**"); and

WHEREAS, the Surtax Ordinance provides that the proceeds of the surtax must be divided in two equal parts, with 50% of the proceeds to be used only for "**Wild Spaces Public Places Uses**" and 50% of the proceeds to be used only for "**Other Infrastructure Uses**"; and

WHEREAS, the Surtax Ordinance provides that the ~~Wild Spaces and Public Places Uses~~ allocation may be used only to acquire any interest in land for public recreation, conservation, or protection of natural resources, to improve conservation lands, or to create, improve, maintain and operate the parks and recreational programs and facilities established with the proceeds of the surtax within Alachua County (hereinafter, "**Wild Spaces Public Places Uses**" or "**WSPP Uses**"); and

WHEREAS, the Surtax Ordinance provides that the **Other Infrastructure Uses** allocation may only be used to for the following: land acquisition, land improvement, design, engineering costs, and all other professional and related costs to finance, plan, construct, reconstruct or improve public facilities that have a life expectancy of 5 years or more; land

acquisition expenditures for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing; and up to 15 percent of the surtax may be allocated for funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development (collectively, “Other Infrastructure Uses”); and

WHEREAS, the surtax was approved by a majority of the electors voting in the referendum held on November 8, 2022, became effective on January 1, 2023, and is scheduled to expire on December 31, 2032; and

WHEREAS, the Surtax Ordinance created four Municipal Partnership Grant Programs from the County’s statutory formula share of the surtax proceeds, whereby the County will award matching grant funds for qualifying municipal grant projects on a cost reimbursement basis; and

WHEREAS, the four Municipal Partnership Grant Programs created by the Surtax Ordinance are: (1) \$3,000,000 for the City of Gainesville for WSPP Uses (the “**Gainesville WSPP Grant Program**”); (2) \$3,000,000 to be allocated ~~amount among~~ all nine Alachua County municipalities for WSPP Uses (the “**Municipalities WSPP Grant Program**”); (3) \$3,000,000 for the City of Gainesville for Other Infrastructure Uses (the “**Gainesville Other Infrastructure Grant Program**”); and (4) \$3,000,000 to be allocated ~~amount among~~ all nine Alachua County municipalities for Other Infrastructure Uses (the “**Municipalities Other Infrastructure Grant Program**”); and

WHEREAS, on May 23, 2023, the Board determined that the \$3,000,000 grant funding to be allocated ~~to~~ among all nine Alachua County municipalities under the **Municipalities WSPP Grant Program** and the \$3,000,000 grant funding to be allocated among ~~to~~ all nine Alachua County municipalities under the **Municipalities Other Infrastructure Grant Program**, be divided equally among the nine municipalities, so that each municipality will receive up to \$333,333.33 under each of the two grant programs; and

WHEREAS, on _____, the Municipality submitted an application to the County for funding under the Joint Infrastructure Surtax, a copy of the application is attached hereto as **Exhibit 1** (the “Project”); and

WHEREAS, the Municipality represents and warrants to the County that any and all grant funding provided to it by the County under this Agreement shall be used in strict accordance with the Surtax Ordinance and §212.055(2), Florida Statutes; and

WHEREAS, the Board finds, based on the Municipality’s application, representations and warranties, that the Project qualifies for grant funding under the Surtax Ordinance; and

WHEREAS, the Parties desire to enter into this Agreement to award and implement the grant.

NOW, THEREFORE, pursuant to the Surtax Ordinance and consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Recitals. The Parties agree that all of the recitals set forth above are true, correct, and are hereby incorporated into and made part of this Agreement.

2. Term. This Agreement shall take effect on the day and year that it has been executed by the last party and shall continue until the Municipality has completed the Project and the County has reimbursed the Municipality for the County’s portion of the Project cost, as required herein.

3. Project Construction and Funding. The County award to the Municipality grant funding in an amount that shall not exceed \$86,600.00 (the “Grant Funding”) for completion of the Project. The Project shall consist of the replacement of Fire Station Bay Doors as more particularly described in **Exhibit 1**. The following elements of the Project constitute allowable costs for which the Municipality shall be reimbursed as provided in this Agreement: The replacement of bay doors at Fire Station # _____ to provide safety and security and ensure operation of the station. The Municipality shall begin construction of the Project not later than _____ and proceed diligently to final completion. The Municipality shall achieve final completion of the Project, by no later than _____. Upon achieving final completion of the Project, the Municipality shall submit a written invoice to the County in an amount that shall not exceed 50% of the allowable Project costs incurred and paid by the Municipality for the Project, along with documentation sufficient to demonstrate the total cost of the Project and a written statement from the Municipality’s Public Works, Parks manger, or Project Consultant certifying to the County that the Project has been completed. The County shall reimburse up to fifty percent (50%) of the amount expended by the Municipality for such Project within 60 days of the County’s receipt of an invoice that includes all receipts, statements, or other records as the County or the Clerk of Court may reasonably require to substantiate the cost of the Project and the amount requested by the Municipality. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that the maximum amount payable by the County to the Municipality for the Project is \$86,000.00.

- Commented [TR1]: Provide more detail, which station, etc
- Commented [TR2]: Provide a realistic date
- Commented [TR3]: Provide a realistic date

4. Use of Project by County Residents. Upon completion of the Project: (a) the Project shall be open and available to all County residents at the same fee or fee structure, if any, that is applicable to Municipal residents; and (b) the Municipality shall erect and maintain on-site signage, as provided by the County, recognizing the contributions of the Alachua County

Citizens towards ~~to~~ construction of the Project.

5. Notices. All notices from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and Municipality are:

County: County Manager
12 S.E. 1st Street
Gainesville, FL 32601

Municipality: ~~City-Town~~ Manager
706 NE Cholokka Blvd, PO Box 137,
Micanopy, Florida 32667

6. Default and Termination. The failure of either party to comply with any provision of this Agreement will place that party in default. The party claiming default will notify other party in writing pursuant to Paragraph 5 above. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will have (7) days to cure the default or to submit a plan to cure acceptable to the other party. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager shall refer the matter to the Board for authorization to terminate this Agreement and, if grant funding has been received by the Municipality, seek reimbursement of grant funding from the Municipality. The ~~City-Town~~ Mayor is authorized to provide written notice of default on behalf of the Municipality, and if the default situation is not corrected within the allotted time, the City Mayor shall refer the matter to the ~~City-Town~~ Commissioner. If either the County or the Municipality dispute a default finding, the Parties shall submit to non-binding mediation prior to seeking reimbursement or termination of the Agreement.

7. Repayment. The Municipality agrees to return to the County, within sixty (60) calendar days' of written demand from the County, all Grant Funding, or any portion thereof, paid to the Municipality under the terms of this Agreement upon ~~the County finding that the Municipality a material finding that the Municipality~~ has violated any term of this Agreement, the Surtax Ordinance, or §212.055(2), Florida Statutes not cured after written notice and opportunity to cure. This provision shall survive the expiration or termination of this Agreement.

8. Laws & Regulations. The Municipality shall comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the Project and the grant funding awarded pursuant to this Agreement.

9. Sovereign Immunity. Each Party ~~ies~~ fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida, and a charter county and a political subdivision of the State of Florida, respectively. Without in any way waiving, limiting or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees. This Agreement is not intended, and shall not be interpreted to constitute, a waiver of sovereign immunity, an authorization of claims by third parties, a waiver of the limits of liability as established by §768.28, Florida Statutes, or to waive any other provision of §768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. Auditing Rights and Information. ~~The~~ County reserves the right to require the Municipality to submit to an audit, by any auditor of the County's choosing. The Municipality shall provide access to all of its records, which relate directly or indirectly to the Project or this Agreement, at its ~~city-town~~ hall during regular business hours. The Municipality shall retain all records pertaining to the Project or this Agreement and upon request make them available to County for inspection, copying and auditing for a period of five (5) complete calendar years following expiration or termination of this Agreement. The Municipality agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing, overcharges, or disallowed cost of any nature by the Municipality to the County (the "Overcharged Amount"), the Municipality agrees to pay the Overcharged Amount to the County within 60 calendar days of demand from the County. The access, inspection, copying and auditing rights shall survive the expiration or termination of this Agreement.

11. Exhibits. All exhibits and attachments attached to this Agreement are incorporated into and made part of this Agreement by reference.

12. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement that is executed by both Parties. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

13. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

14. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising

from or related to this Agreement shall be in Alachua County, Florida.

15. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

16. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

17. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

18. Human Trafficking Affidavit of No Coercion for Labor or Services

a. Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.

b. ~~Windstream~~ The Municipality will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached to this Agreement as **Exhibit "2"**

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the Project and the Grant Funding, and supersedes all prior written or oral agreements, understandings, or representations of the Parties regarding same.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved and executed by their duly authorized officials.

ALACHUA COUNTY, FLORIDA

By: _____
Charles S. Chestnut, IV., Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby, II, Clerk
(SEAL)

Alachua County Attorney

~~CITY TOWN OF~~
~~_____MICANOPI~~

By: _____
Mayor

Date: _____

ATTEST:

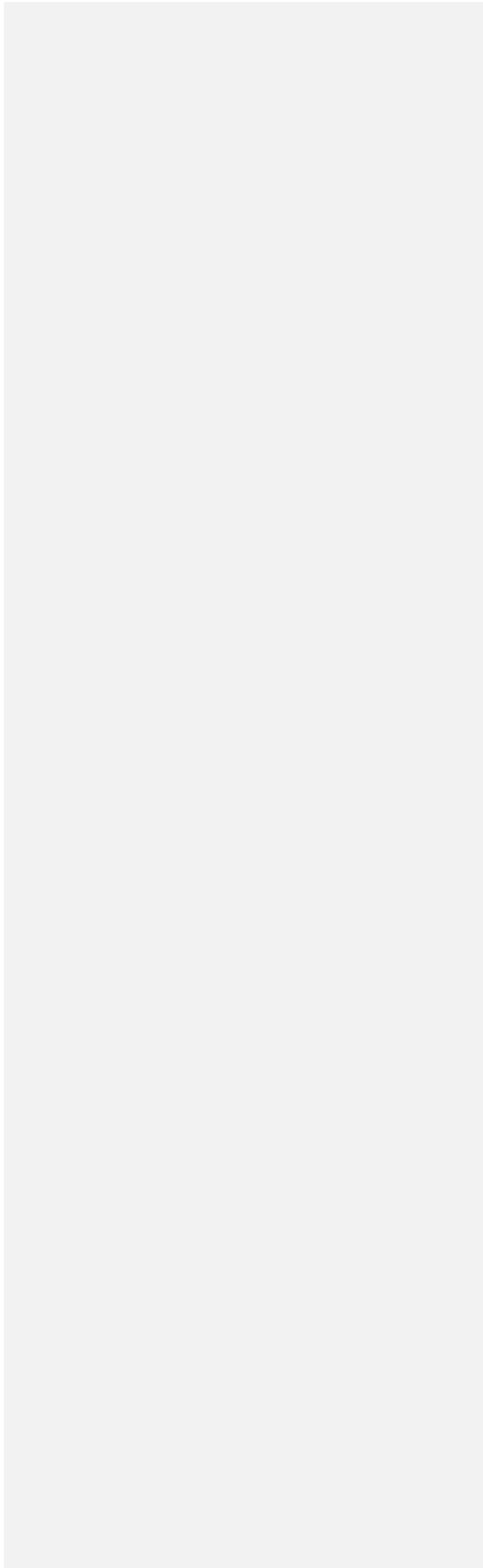
Approved as to Form

Clerk
(SEAL)

~~City~~ Town Attorney

Exhibit 1: Project Application

DRAFT





For staff use only

Date Received: _____

Date Approved: _____

Joint Infrastructure Surtax Projects Application

Please complete one form for each proposed project. Please check one:

Wild Spaces & Public Places (not to exceed \$333,333)

Infrastructure (not to exceed \$333,333)

Municipality: Town of Micanopy

Primary Contact First/Last Name: Sara Samario

Primary Contact Daytime Phone Number: 352-466-3121

Primary Contact Email Address: SSamario@MicanopyTown.com

Name of Project: Fire Station Bay Door Replacement

Project Address/Location: 704 NE Chokolka Blvd, Micanopy, FL 32667

Estimated Project Cost: \$ 86,600

Estimated Start Date: March 2024 Estimated Completion Date: April 2024

Who will benefit from the project:

This project benefits first responders and the public by ensuring the fire station is secure and fully operational. It enhances emergency readiness, secures public assets, and supports continuous delivery of essential emergency services.

Local Significance of Project to your Municipality:

The original bay doors at the Micanopy Fire Station were compromised and posed a security risk. Their failure jeopardized emergency vehicle access and the safety of personnel and equipment. Due to the urgent nature of the need, the Town completed the replacement project as an emergency measure. The investment ensures reliable emergency operations and protects municipal infrastructure vital to public safety.

County-Wide Significance of Project (optional – attach plans/drawings/maps):

In October 2023, Alachua County Fire Rescue assumed operational responsibility for fire services within the Town of Micanopy. The bay door replacement project directly supports county operations by ensuring the facility is secure and functional for ACFR personnel and equipment. As a base of operations for county emergency response, the station plays a vital role in providing timely service to Micanopy residents and surrounding areas. Maintaining the integrity of this facility enhances regional emergency preparedness and interagency coordination.

2

10

Exhibit 2: No Coercion for Labor or Services Affidavit

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, _____ [insert full legal name of the person providing this affidavit], as _____ [insert corporate title of the person providing this affidavit] of the _____ [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the _____ [insert full legal name of the Corporation].
3. I attest and affirm that _____ [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

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

Signature

Name Printed

Title

Date Signed

**GRANT FUNDING AGREEMENT
BETWEEN ALACHUA COUNTY AND THE ~~CITY-TOWN~~ OF MICANOPY
FOR AWARD AND DISTRIBUTION OF LOCAL
GOVERNMENT INFRASTRUCTURE SURTAX,
NO. 14730**

THIS GRANT FUNDING AGREEMENT (this "Agreement") is entered into ~~this~~ between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County"), and the ~~City-Town~~ of Micanopy, a municipal corporation of the State of Florida, by and through its governing board, (hereinafter referred to as the "Municipality") (as used herein, the County and the Municipality shall be referred to collectively as the "Parties").

WITNESSETH:

WHEREAS, Subsection 212.055(2), Florida Statutes, provides the County the authority to levy, in addition to other taxes allowed by law, a local government infrastructure sales surtax pursuant to ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of the County; and

WHEREAS, the local government infrastructure surtax may be used to fund the various types of programs that are enumerated in subsection 212.055(2), Florida Statutes; and

WHEREAS, on March 22, 2022, the Board of County Commissioners of Alachua County, Florida ("**Board**") adopted Ordinance 2022-08 to levy a 1.0 percent local government infrastructure surtax (the "**Surtax Ordinance**"); and

WHEREAS, the Surtax Ordinance provides that the proceeds of the surtax must be divided in two equal parts, with 50% of the proceeds to be used only for "**Wild Spaces Public Places Uses**" and 50% of the proceeds to be used only for "**Other Infrastructure Uses**"; and

WHEREAS, the Surtax Ordinance provides that the ~~Wild Spaces and Public Places Uses~~ allocation may be used only to acquire any interest in land for public recreation, conservation, or protection of natural resources, to improve conservation lands, or to create, improve, maintain and operate the parks and recreational programs and facilities established with the proceeds of the surtax within Alachua County (hereinafter, "**Wild Spaces Public Places Uses**" or "**WSPP Uses**"); and

WHEREAS, the Surtax Ordinance provides that the **Other Infrastructure Uses** allocation may only be used to for the following: land acquisition, land improvement, design, engineering costs, and all other professional and related costs to finance, plan, construct, reconstruct or improve public facilities that have a life expectancy of 5 years or more; land

acquisition expenditures for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing; and up to 15 percent of the surtax may be allocated for funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development (collectively, “Other Infrastructure Uses”); and

WHEREAS, the surtax was approved by a majority of the electors voting in the referendum held on November 8, 2022, became effective on January 1, 2023, and is scheduled to expire on December 31, 2032; and

WHEREAS, the Surtax Ordinance created four Municipal Partnership Grant Programs from the County’s statutory formula share of the surtax proceeds, whereby the County will award matching grant funds for qualifying municipal grant projects on a cost reimbursement basis; and

WHEREAS, the four Municipal Partnership Grant Programs created by the Surtax Ordinance are: (1) \$3,000,000 for the City of Gainesville for WSPP Uses (the “**Gainesville WSPP Grant Program**”); (2) \$3,000,000 to be allocated ~~amount among~~ all nine Alachua County municipalities for WSPP Uses (the “**Municipalities WSPP Grant Program**”); (3) \$3,000,000 for the City of Gainesville for Other Infrastructure Uses (the “**Gainesville Other Infrastructure Grant Program**”); and (4) \$3,000,000 to be allocated ~~amount among~~ all nine Alachua County municipalities for Other Infrastructure Uses (the “**Municipalities Other Infrastructure Grant Program**”); and

WHEREAS, on May 23, 2023, the Board determined that the \$3,000,000 grant funding to be allocated ~~to among among~~ all nine Alachua County municipalities under the **Municipalities WSPP Grant Program** and the \$3,000,000 grant funding to be allocated among ~~to~~ all nine Alachua County municipalities under the **Municipalities Other Infrastructure Grant Program**, be divided equally among the nine municipalities, so that each municipality will receive up to \$333,333.33 under each of the two grant programs; and

WHEREAS, on _____, the Municipality submitted an application to the County for funding under the Joint Infrastructure Surtax, a copy of the application is attached hereto as **Exhibit 1** (the “Project”); and

WHEREAS, the Municipality represents and warrants to the County that any and all grant funding provided to it by the County under this Agreement shall be used in strict accordance with the Surtax Ordinance and §212.055(2), Florida Statutes; and

WHEREAS, the Board finds, based on the Municipality’s application, representations and warranties, that the Project qualifies for grant funding under the Surtax Ordinance; and

WHEREAS, the Parties desire to enter into this Agreement to award and implement the grant.

NOW, THEREFORE, pursuant to the Surtax Ordinance and consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Recitals. The Parties agree that all of the recitals set forth above are true, correct, and are hereby incorporated into and made part of this Agreement.

2. Term. This Agreement shall take effect on the day and year that it has been executed by the last party and shall continue until the Municipality has completed the Project and the County has reimbursed the Municipality for the County’s portion of the Project cost, as required herein.

3. Project Construction and Funding. The County award to the Municipality grant funding in an amount that shall not exceed \$1,500,000.00 (the “Grant Funding”) for completion of the Project. The Project shall consist of the installation of a water filtration system as more particularly described in **Exhibit 1**. The following elements of the Project constitute allowable costs for which the Municipality shall be reimbursed as provided in this Agreement: The installation of a water filtration system, consisting of _____ to enhance _____. The Municipality shall begin construction of the Project not later than ~~2026~~ and proceed diligently to final completion. The Municipality shall achieve final completion of the Project, by no later than ~~2029~~. Upon achieving final completion of the Project, the Municipality shall submit a written invoice to the County in an amount that shall not exceed 50% of the allowable Project costs incurred and paid by the Municipality for the Project, along with documentation sufficient to demonstrate the total cost of the Project and a written statement from the Municipality’s Public Works, Parks manger, or Project Consultant certifying to the County that the Project has been completed. The County shall reimburse up to fifty percent (50%) of the amount expended by the Municipality for such Project within 60 days of the County’s receipt of an invoice that includes all receipts, statements, or other records as the County or the Clerk of Court may reasonably require to substantiate the cost of the Project and the amount requested by the Municipality. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that the maximum amount payable by the County to the Municipality for the Project is \$1,500,000.00.

Commented [TR1]: Provide project details

Commented [TR2]: Provide a realistic date and end date of project

Commented [TR3]: Is this to be capped at \$333,333.00?

4. Use of Project by County Residents. Upon completion of the Project: (a) the Project shall be open and available to all County residents at the same fee or fee structure, if any, that is applicable to Municipal residents; and (b) the Municipality shall erect and maintain on-site signage, as provided by the County, recognizing the contributions of the Alachua County

Citizens towards ~~to~~ construction of the Project.

5. Notices. All notices from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and Municipality are:

County: County Manager
12 S.E. 1st Street
Gainesville, FL 32601

Municipality: ~~City-Town~~ Manager
706 NE Chokolka Blvd, PO Box 137,
Micanopy, Florida 32667

6. Default and Termination. The failure of either party to comply with any provision of this Agreement will place that party in default. The party claiming default will notify ~~the~~ other party in writing pursuant to Paragraph 5 above. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will have (7) days to cure the default or to submit a plan to cure acceptable to the other party. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager shall refer the matter to the Board for authorization to terminate this Agreement and, if grant funding has been received by the Municipality, seek reimbursement of grant funding from the Municipality. The ~~City-Town~~ Mayor is authorized to provide written notice of default on behalf of the Municipality, and if the default situation is not corrected within the allotted time, the ~~City-Town~~ Mayor shall refer the matter to the ~~City-Town~~ Commissioner. If either the County or the Municipality dispute a default finding, the Parties shall submit to non-binding mediation prior to seeking reimbursement or termination of the Agreement.

7. Repayment. The Municipality agrees to return to the County, within sixty (60) calendar days' of written demand from the County, all Grant Funding, or any portion thereof, paid to the Municipality under the terms of this Agreement upon ~~the County finding that the Municipality a material finding that the Municipality~~ has violated any term of this Agreement, the Surtax Ordinance, or §212.055(2), Florida Statutes not cured after written notice and opportunity to cure. This provision shall survive the expiration or termination of this Agreement.

8. Laws & Regulations. The Municipality shall comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the Project and the grant funding awarded pursuant to this Agreement.

9. Sovereign Immunity. Each Party~~ies~~ fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida, and a charter county and a political subdivision of the State of Florida, respectively. Without in any way waiving, limiting or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees. This Agreement is not intended, and shall not be interpreted to constitute, a waiver of sovereign immunity, an authorization of claims by third parties, a waiver of the limits of liability as established by §768.28, Florida Statutes, or to waive any other provision of §768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. Auditing Rights and Information. The County reserves the right to require the Municipality to submit to an audit, by any auditor of the County's choosing. The Municipality shall provide access to all of its records, which relate directly or indirectly to the Project or this Agreement, at its ~~city-town~~ hall during regular business hours. The Municipality shall retain all records pertaining to the Project or this Agreement and upon request make them available to County for inspection, copying and auditing for a period of five (5) complete calendar years following expiration or termination of this Agreement. The Municipality agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing, overcharges, or disallowed cost of any nature by the Municipality to the County (the "Overcharged Amount"), the Municipality agrees to pay the Overcharged Amount to the County within 60 calendar days of demand from the County. The access, inspection, copying and auditing rights shall survive the expiration or termination of this Agreement.

11. Exhibits. All exhibits and attachments attached to this Agreement are incorporated into and made part of this Agreement by reference.

12. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement that is executed by both Parties. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

13. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

14. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Agreement shall be in Alachua County, Florida.

15. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

16. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

17. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

18. Human Trafficking Affidavit of No Coercion for Labor or Services

a. Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.

b. ~~Windstream~~ The Municipality will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached to this Agreement as **Exhibit "2"**

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the Project and the Grant Funding, and supersedes all prior written or oral agreements, understandings, or representations of the Parties regarding same.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved and executed by their duly authorized officials.

ALACHUA COUNTY, FLORIDA

By: _____
Charles S. Chestnut, IV., Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby, II, Clerk
(SEAL)

Alachua County Attorney

~~CITY-TOWN OF~~ MICANOPY

By: _____
Mayor

Date: _____

ATTEST:

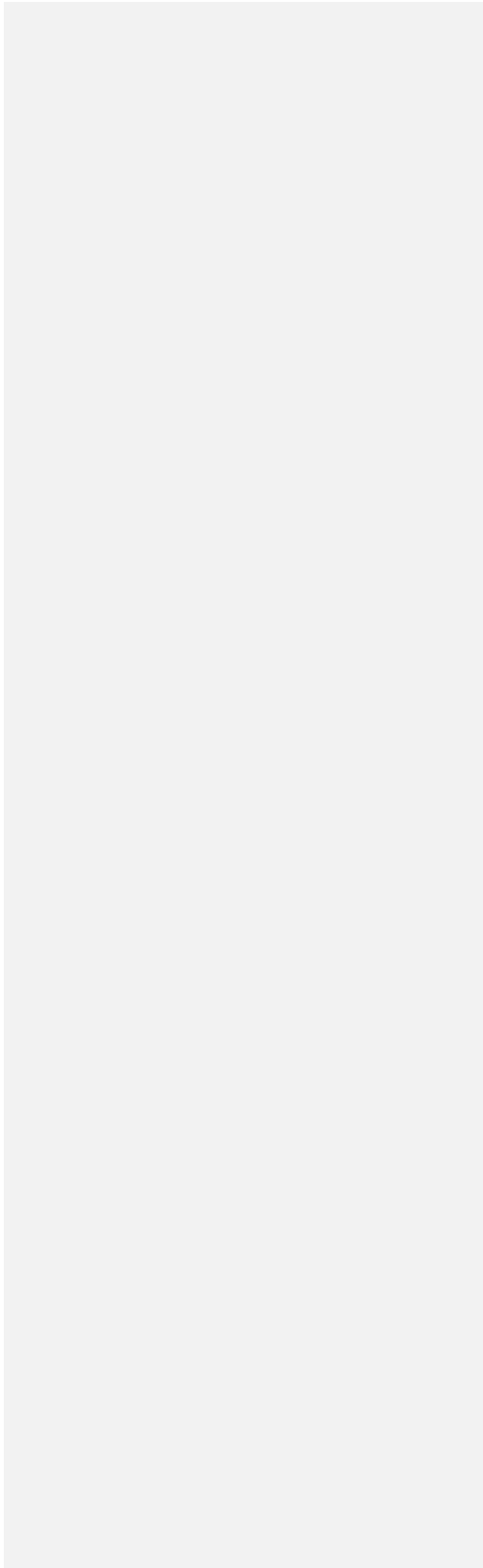
Approved as to Form

Clerk
(SEAL)

~~City~~Town Attorney

Exhibit 1: Project Application

DRAFT





For staff use only

Date Received: _____

Date Approved: _____

Joint Infrastructure Surtax Projects Application

Please complete one form for each proposed project. Please check one:

Wild Spaces & Public Places (not to exceed \$333,333)

Infrastructure (not to exceed \$333,333)

Municipality: Town of Micanopy

Primary Contact First/Last Name: Sara Samario

Primary Contact Daytime Phone Number: 352-466-3121

Primary Contact Email Address: SSamario@MicanopyTown.com

Name of Project: Water Quality - Filtration System

Project Address/Location: 704 NE Chokolka Blvd, Micanopy, FL 32667

Estimated Project Cost: \$ 1,500,00

Estimated Start Date: 2026 Estimated Completion Date: 2029

Who will benefit from the project:

Town residents and businesses that rely on the municipal water system will benefit directly from this project. The filtration system will enhance water quality, ensure regulatory compliance, and improve overall public health outcomes for the Micanopy community.

Local Significance of Project to your Municipality:

The Town of Micanopy is undertaking this filtration project in response to persistent concerns about water quality. Installing a treatment and filtration system will allow the Town to meet or exceed water quality standards, improve taste and clarity, and maintain community trust in the water utility. This investment is essential for protecting public health and ensuring a sustainable, reliable drinking water source.

County-Wide Significance of Project (optional – attach plans/drawings/maps):

While the project serves the Town of Micanopy, improving water quality contributes to broader environmental and public health goals in Alachua County. Ensuring the reliability and safety of small municipal water systems supports regional resilience, economic stability, and long-term sustainability in rural communities.

Exhibit 2: No Coercion for Labor or Services Affidavit

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, _____ [insert full legal name of the person providing this affidavit], as _____ [insert corporate title of the person providing this affidavit] of the _____ [insert full legal name of the Corporation], having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of on behalf of the _____ [insert full legal name of the Corporation].
3. I attest and affirm that _____ [insert full legal name of the Corporation] does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

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

Signature

Name Printed

Title

Date Signed





TOWN OF MICANOPY PROPERTY USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day _____, 2025, by and between the TOWN OF MICANOPY, a municipal subdivision of the State of Florida corporation (the "TOWN") and THE MICANOPY ATHLETIC ASSOCIATION (the "LICENSEE").

THE TOWN HEREBY GRANTS to LICENSEE permission to use that certain real property in the TOWN described as ("the Site") located and described as the Micanopy Ball Park upon the terms and conditions of this agreement, which are:

1. LIMITED USE OF THE SITE/REQUIREMENTS.

a. LICENSEE shall be entitled to the use of the recreational complex upon the pre-approved schedule (as referenced below) and storage building.

b. LICENSEE shall use the Site for the purpose of recreational sports where the possession, consumption, and sale of alcoholic beverages are not authorized.

c. LICENSEE shall provide a copy of its organizational bylaws, [which shall be attached hereto](#) as Exhibit A. Groups such as Pop Warner and Babe Ruth shall operate under the LICENSEE [so long as such group is approved by LICENSEE. Upon approval by LICENSEE, the group shall](#) follow [the LICENSEE'S](#) bylaws and regulations.

e. The TOWN shall have no financial obligation to support the operations of the LICENSEE in connection with this Agreement or otherwise.

2. TERM. The LICENSEE shall be entitled to use the Site and Parking Lot for a period of one (1) year, **March 1, 2025** through **February 28, 2026**. All times not previously scheduled [by LICENSEE](#) shall be subject to use by the general public or alternative groups reserving the Park. The TOWN will work with LICENSEE in coordinating events and use by the public and alternative groups. The ballpark shall remain open to the public within normal operating hours when not in scheduled use by LICENSEE or other reserved groups.

3. [COST OF USE. The LICENSEE shall not be permitted to charge any person an entry fee onto the Site.](#)

3.4. ACCEPTANCE OF SITE. LICENSEE represents and warrants that it has inspected or caused to be inspected the Site and Parking Lot, including all facilities, restrooms, utilities, and improvements thereon, and that they are acceptable "as is" and appropriate. The TOWN shall take photographs of the Site, Concessions Stand, and Parking Lot prior to the LICENSEE taking possession of the Site and shall provide a copy of the same to LICENSEE upon request. Any maintenance necessary for LICENSEE's use of the ballpark shall be the sole

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responsibility of the LICENSEE. Any cleanup costs associated with LICENSEE's use of park shall be the sole responsibility of the LICENSEE.

- 4.5. UTILITIES/WASTE. LICENSEE shall pay \$1,200 annually to the TOWN for electric costs and utilities associated with operating the facility at a rate of \$100 per month, which is due and payable to the TOWN on or before the 1st day of each month. LICENSEE shall pay all costs of solid waste and hazardous disposal costs for waste generated on or within the Site and Parking Lot during the Term as a result of LICENSEE's use that exceed the TOWN's normal monthly costs.
- 5.6. ALTERATIONS, ADDITIONS, IMPROVEMENTS. No permanent alterations, additions, or improvements shall be made to the Site and Parking Lot without prior written consent of the TOWN, which may be granted or withheld at the TOWN's sole discretion.
- 6.7. REPAIRS, MAINTENANCE, AND CLEAN-UP. LICENSEE shall be responsible for maintaining clean restrooms and providing necessary supplies when utilizing the facility. LICENSEE shall also at its sole expense keep and maintain in good repair the Site and Parking Lot during the Term. Any cleanup costs associated with LICENSEE's use shall be the sole responsibility of LICENSEE.
- 7.8. CONDITIONS AND VACATION OF SITE. LICENSEE shall neither commit nor permit waste of the Site and Parking Lot. At the termination of this Agreement, LICENSEE shall vacate and return the Site and Parking Lot to the TOWN in the same or better condition as received.
- 8.9. COMPLIANCE WITH LAWS. LICENSEE shall comply and cause its employees, agents, and subcontractors to comply with all laws, ordinances, and regulations applicable to the occupation, use, or maintenance of the Site and Parking Lot.
- 9.10. RIGHT OF ENTRANCE. The TOWN shall have the right to enter the Site and Parking Lot at all times during the Term and shall have free access at all times to all spaces occupied by the LICENSEE, its employees, agents, and subcontractors.
11. INSURANCE AND INDEMNIFICATION. LICENSEE shall at its expense maintain insurance and indemnify the TOWN as outlined in the original agreement.
- a. LICENSEE shall at its expense maintain in force during the Term a comprehensive public liability coverage insuring LICENSEE against liability arising from LICENSEE's occupation, use or maintenance of the Site and Parking Lot. LICENSEE's coverage shall be in the amount of \$1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$3,000,000 for property damage and bodily injury to or death of more than one person in any one accident or occurrence. All such insurance shall name the TOWN, its officers and agents as additional insured's.
 - b. TOWN shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any TOWN owned improvements on the Site and Parking Lot as the TOWN may desire.
 - c. LICENSEE shall at its option and expense maintain in force during the Term such Fire, casualty and extended coverage insurance on LICENSEE's personal property located on the Site and Parking Lot, including trade fixtures, equipment, machinery, inventory or other personal property

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belonging to or in custody of LICENSEE, and all such policies shall waive any right of sub against the TOWN.

- d. All coverage maintained by LICENSEE pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the State of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the TOWN and in form and substance reasonably satisfactory to the TOWN, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days prior written notice to the TOWN.
- e. Not less than twenty (20) days prior to the Term, and thereafter upon the written request of the TOWN, LICENSEE shall furnish such certificates of coverage and certified copies of policies pursuant to Subparagraph (a) or as soon as possible.
- f. LICENSEE shall indemnify and hold harmless and defend the TOWN and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site and Parking Lot by LICENSEE or anyone claiming by, or through or under LICENSEE; or (ii) the breach of any LICENSEE's representations, warranties, covenants or agreements hereunder, including any Damages arising solely from the negligence or willful misconduct of the TOWN. The covenants contained in this paragraph shall survive the termination of this Agreement.
- a.g. If any third-party claim is made against the TOWN that, if sustained, would give rise to indemnification liability of the LICENSEE under this Agreement, the TOWN shall promptly cause notice of claim to be delivered to the LICENSEE and shall afford the LICENSEE and its counsel, at the LICENSEE's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement

12. PUBLIC RECORDS: LICENSEE shall comply with the Florida Public Records Law, to the extent applicable.

- a. During the term of this Contract, the LICENSEE shall comply with the Florida Public Records Law, to the extent such law is applicable to the LICENSEE. If Section 119.0701, Florida Statutes is applicable, the LICENSEE shall do the following: (1) Keep and maintain public records required by the Town to perform this service; (2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the Town; (4) Upon completion of the contract, LICENSEE will transfer, at no cost, all public records to the Town, or keep and maintain public records required by the Town to perform the service. If the LICENSEE

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transfers to the Town all public records upon completion of the contract, the LICENS
destroy any duplicate public records that are exempt or confidential from public records
disclosure requirements. If the LICENSEE keeps and maintains public records upon completion
of the contract, the LICENSEE shall meet all applicable requirements for retaining public records.
All records stored electronically must be provided to the Town in a format that is compatible with
the information technology systems of the Town.

- b.** The LICENSEE shall keep and make available to the Town for inspection and copying, upon
written request by the Town, all records in the LICENSEE’s possession relating to this Agreement.
Any document submitted to the Town may be a public record and is open for inspection or
copying by any person or entity unless considered confidential and exempt. Public records are
defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound
recordings, data processing software, or other material, regardless of physical form,
characteristics, or means of transmission, made or received pursuant to law or ordinance or in
connection with the transaction of official business by an agency. Any document in the
LICENSEE’s possession is subject to inspection and copying unless exempted under Chapter
119, Florida Statutes.
- c.** During the term of this Contract, the LICENSEE may claim that some or all of the LICENSEE’s
information, including, but not limited to, software, documentation, manuals, written
methodologies and processes, pricing, discounts, or other considerations (hereafter collectively
referred to as “Confidential Information”), is, or has been treated as, confidential and proprietary
by the LICENSEE in accordance with Section 812.081, Florida Statutes, or other law, and is
exempt from disclosure under the Public Records Act. The LICENSEE shall clearly identify and
mark Confidential Information as “Confidential Information” and the Town shall use its best
efforts to maintain the confidentiality of the information properly identified by the LICENSEE as
“Confidential Information.”
- d.** The City shall promptly notify the LICENSEE in writing of any request received by the Town for
disclosure of the LICENSEE’s Confidential Information and the LICENSEE may assert any
exemption from disclosure available under applicable law or seek a protective order against
disclosure from a court of competent jurisdiction. The LICENSEE shall protect, defend,
indemnify, and hold the Town, its officers, employees and agents free and harmless from and
against any claims or judgments arising out of a request for disclosure of Confidential
Information. The LICENSEEs shall investigate, handle, respond to, and defend, using counsel
chosen by the Town, at the LICENSEE’s sole cost and expense, any such claim, even if any such
claim is groundless, false, or fraudulent. The LICENSEE shall pay for all costs and expenses
related to such claim, including, but not limited to, payment of attorney fees, court costs, and
expert witness fees and expenses. Upon completion of this Contract, the provisions of this
section shall continue to survive. The LICENSEE releases the Town from all claims and damages
related to any disclosure of documents by the Town.
- e.** If the LICENSEE refuses to perform its duties under this section within 14 calendar days of
notification by the Town that a demand has been made to disclose the LICENSEE’s Confidential
Information, then the LICENSEE waives its claim that any information is Confidential Information

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and releases the Town from claims or damages related to the subsequent disclosure of the records to the Town.

- f. A request to inspect or copy public records relating to this Agreement must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the LICENSEE of the request, and the LICENSEE must provide the records to the Town or allow the records to be inspected or copied within a reasonable time.
- g. If the LICENSEE fails to comply with the Public Records Law, the LICENSEE shall be deemed to have breached a material provision of this Contract and the Town shall enforce this Contract and the LICENSEE may be subject to penalties pursuant to Chapter 119.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-466-3121, OR TOWNhall@micanopyTOWN.com OR P.O. BOX 137, MICANOPY, FLORIDA 32667.

~~10-13.~~ ATTORNEY'S FEES. In the event of any litigation, the prevailing party shall be entitled to reasonable attorney's fees and court costs at trial and appellate levels and at Mediation.

~~11-14.~~ TIME. Time is of the essence in the Agreement.

~~12-15.~~ REMEDIES. Failure to cure a breach of a material term hereunder within four (4) hours of LICENSEE's receipt of written notice thereof shall entitle the TOWN to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida. Venue shall be in Alachua County, Florida.

~~13-16.~~ ASSIGNMENT. This Agreement is not assignable.

~~14-17.~~ SEVERABILITY. If any provision of this Agreement is held invalid, it shall not affect the validity of the remaining provisions.

~~15-18.~~ MODIFICATIONS. No modifications shall be effective unless in writing and executed by the TOWN and LICENSEE.

~~16-19.~~ WAIVER. Failure to enforce any provision shall not be deemed a waiver of the provision or modification of this Agreement.

~~17-20.~~ ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed in the presence of: LICENSEE:

Print Name:

Print Name By:

For the TOWN OF MICANOPY

Jiana Williams, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____.

- who is personally known to me.
- who produced _____ as identification.

Signature of Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, on behalf of TOWN OF MICANOPY.

- who is personally known to me.
- who produced _____ as identification.

Signature of Notary Public

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