



Town Commission Regular Meeting Agenda

Tuesday, March 11, 2025 at 7:00 PM

706 NE Chokolka BLVD

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

ANNUAL REORGANIZATIONAL MEETING

CONSENT AGENDA

1. Agenda Approval
2. Regular Commission Meeting Minutes of February 11, 2025

GUESTS

3. Micanopy Branch Library Update
4. Willie Mae Stokes Community Center
5. Todd Flemming - Central Bidding

CITIZEN'S FORUM

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

TOWN COMMISSION LIAISON REPORTS

6. Alachua County League of Cities
7. Alachua County Children's Trust
8. Thrasher Warehouse Board

CITIZEN BOARD AND COMMITTEE REPORTS

9. Planning and Historic Preservation Board
10. Tree Committee

TOWN ATTORNEY REPORT

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

11. Financial reporting for period ending February 28, 2025

TOWN ADMINISTRATOR REPORT

12. Report - Informational only

NEW BUSINESS

13. Agreement between Town of Micanopy and City of Gainesville for School Crossing Maintenance

14. Proclamation - Recognizing April 2025 as Water Conservation Month

UNFINISHED BUSINESS

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, February 11, 2025 at 7:00 PM

706 NE Chokolka BLVD

CALL TO ORDER

Mayor Williams called the meeting to order 7:01 pm

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

CONSENT AGENDA

Motion made to accept the consent agenda which includes the meeting minutes of January 14, 2025 and January 21, 2025 as submitted

Motion made by Commissioner Wessberg, Seconded by Commissioner Massey.
Voting Yea: Mayor Williams, Commissioner Massey, Commissioner Putansu, Commissioner Wessberg

1. Agenda Approval
2. Regular Commission Meeting Minutes of January 14, 2025
Special Meeting Minutes of January 21, 2025

GUESTS

3. Micanopy Branch Library Update
Wendy Schneider presented a verbal report.

CITIZEN'S FORUM

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

CITIZEN'S FORUM

Public Present:

Patty Crass, Caroline Crass, Bishop Christopher Stokes, Paul Cohen, Sandy Newman, Constance Price, Bob Hsueh, Wendy Schneider, John Wolking, Stephanie Bartsch, Preston Crider, Stoney Slaton, Bud and Dede DesForges, Precilla Ternouski, Arlene Holmes, and Jennifer Chen.

TOWN COMMISSION LIAISON REPORTS

4. Alachua County League of Cities
No report
5. Alachua County Children's Trust
Meeting February 13, 2025 - 4:00 pm via zoom.

6. Thrasher Warehouse Board

Bud DesForges gave a verbal report and provided a written report.

CITIZEN BOARD AND COMMITTEE REPORTS

7. Planning and Historic Preservation Board

January meeting was cancelled.

8. Tree Committee

Paul Cohen gave a verbal report. Planning Arbor Day Celebration.

TOWN ATTORNEY REPORT

9. Final Reading of Ordinance 2025-01, Voluntary Annexation

Motion made to approve Ordinance 2025-01 on final reading

Motion made by Commissioner Putansu, Seconded by Commissioner Massey.
Voting Yea: Mayor Williams, Commissioner Massey, Commissioner Putansu,
Commissioner Wessberg

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

10. Financial Reporting for Period Ending January 31, 2025

Motion made to accept the financial reports as submitted

Motion made by Commissioner Wessberg, Seconded by Commissioner Putansu.
Voting Yea: Mayor Williams, Commissioner Massey, Commissioner Putansu,
Commissioner Wessberg

TOWN ADMINISTRATOR REPORT

11. Ballfield Lighting Proposal

County Line Electric, a local electrical company, submitted a proposal for the placement of 3 ballfield lights and the lighting of common areas within the ballpark.

County Line Electric, a local electrical company, submitted a proposal for the placement of 3 ballfield lights and the lighting of common areas within the ballpark.

Motion made to approve the County Line Electric proposal without the fee for a lift

Motion made by Commissioner Wessberg, Seconded by Commissioner Putansu.
Voting Yea: Mayor Williams, Commissioner Massey, Commissioner Putansu,
Commissioner Wessberg

NEW BUSINESS

UNFINISHED BUSINESS

TOWN COMMISSIONER REPORTS

12. Commissioner (Seat 1) Judy Galloway

Absent

13. Commissioner (Seat 3) David Massey

Thank you for sharing the Micanopy Garden Exchange which will be held at the Gazebo from 11:00 to 2:00 pm on February 15, 2025.

14. Commissioner (Seat 4) Kevin Putansu

Apologized for his lateness. His son's birthday dinner went long. Time to plan for our next pot luck.

15. Commissioner (Seat 5) Ken Wessberg

Thank you to the Town for the new wood chips and for updating our mulch in our parks. Looks good.

MAYOR (SEAT 2) JIANA WILLIAMS REPORT

Mayor Williams thanked everyone for coming out tonight and staying. Thank you thank you thank you for having faith in a little old girl from Micanopy as one of your commissioners for the past 3 years and the next 3 years; this pushes her to be greater.

ADJOURN - 8:45 pm

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 of Micanopy, Florida

General Fund

For period ending February 28, 2025

	Actual	Budget	Balance
	<u>2025</u>		
<u>Revenues</u>			
Taxes			
Ad Valorem	\$192,125	\$238,589	\$46,464
Fuel Taxes			
Fuel Tax - First Local	\$14,984	\$35,000	\$20,016
Fuel Tax - Second Local	\$10,795	\$25,000	\$14,205
Half-cent sales tax	\$18,100	\$40,000	\$21,900
Franchise fees			
Electricity - Duke Energy	\$25,314	\$41,000	\$15,686
Utility Service taxes			
Electricity - Duke Energy	\$27,252	\$53,000	\$25,748
Propane	\$1,739	\$3,000	\$1,261
Communications	\$13,505	\$25,000	\$11,495
Total Taxes	\$303,814	\$460,589	\$156,775
Licenses and permits			
Occupational - Businesses	\$240	\$2,200	\$1,960
Occupational License - Landlord	\$40	\$2,000	\$1,960
Occupational License - Insur Co	\$0	\$1,500	\$1,500
Permits - Zoning Compliance	\$600	\$1,500	\$900
Permits - Special Events	\$0	\$500	\$500
Land Use	\$0	\$200	\$200
Total Licenses/permits	\$880	\$7,900	\$7,020
Intergovernmental			
Wild Spaces Public Places	\$20,912	\$44,000	\$23,088
Other Infrastructure Surtax	\$20,912	\$44,000	\$23,088
Fines - Civil Traffic	\$6,401	\$14,000	\$7,599
Mobile Home Licenses	\$267	\$300	\$33
Alcoholic Beverage Licenses	\$1,126	\$1,000	-\$126
Traffic Signal Maintenance	\$0	\$950	\$950
State Shared revenues	\$11,317	\$23,500	\$12,183
Total Intergovernmental	\$60,935	\$127,750	\$66,815

Town of Micanopy, Florida

For period ending February 28, 2025

	Actual	Budget	Balance
	<u>2025</u>		
Other			
Interest	\$28,118	\$65,000	\$36,882
Rents	\$0	\$5,400	\$5,400
Misc Revenue	\$863	\$1,500	\$637
Other Reimbursements	\$100	\$1,200	\$1,100
Prior Year WSPP Restricted	\$0	\$25,000	\$25,000
Prior Year Restricted	\$0	\$0	\$0
CDBG-CV Grant	\$0	\$2,934,000	\$2,934,000
Grants	\$0	\$350,000	\$350,000
Insurance Reimbursements	\$0	\$0	\$0
Total Other	\$29,081	\$3,382,100	\$3,353,019
Charges for Services			
Transfer in			
Water	\$0	\$0	\$0
Total Other Financing source	\$0	\$0	\$0
Total Revenues/Other	\$394,710	\$3,978,339	\$3,583,629

Town of Micanopy, Florida

For period ending February 28, 2025

	Actual	Budget	Balance
		<u>2025</u>	
<u>Expenditures</u>			
<u>Town Commission</u>			
Personnel Services			
Salaries	\$14,000	\$33,600	\$19,600
FICA	\$941	\$2,083	\$1,142
Medicare	\$220	\$487	\$267
Other Post Employment Benefits	\$1,176	\$2,650	\$1,474
	<hr/>		
Total Salaries and Benefits	\$16,337	\$38,820	\$22,483
Operating Expenses			
Professional Development	\$625	\$5,500	\$4,875
Capital Outlay	\$0	\$0	\$0
	<hr/>		
Total Operating Expenses	\$625	\$5,500	\$4,875
	<hr/>		
Total Town Commission	\$16,962	\$44,320	\$27,358

Town of Micanopy, Florida

For period ending February 28, 2025

	Actual	Budget	Balance
	<u>2025</u>		
<u>Town Administrator / Clerk</u>			
Personnel Services			
Salaries	\$31,799	\$75,161	\$43,362
Overtime	\$722	\$2,500	\$1,778
Health Insurance	\$5,725	\$13,500	\$7,775
FICA	\$2,016	\$4,815	\$2,799
Medicare	\$472	\$1,126	\$654
Professional Development	\$0	\$2,500	\$2,500
	<hr/>		
Total Salaries and Benefits	\$40,734	\$99,602	\$58,868
Operating expenses			
Workers Comp	\$200	\$543	\$343
Office Supplies	\$0	\$500	\$500
Dues and Publications	\$393	\$1,500	\$1,107
Capital Outlay	\$0	\$0	\$0
	<hr/>		
Total Operating Expenses	\$593	\$2,543	\$1,950
	<hr/>		
Total Town Administrator	\$41,327	\$102,145	\$60,818

Town of Micanopy, Florida

For period ending February 28, 2025

	Actual	Budget	Balance
	<u>2025</u>		
<u>General Government Operating</u>			
Operations			
Insurance - Liability	\$3,241	\$5,500	\$2,259
Insurance - Property	\$11,242	\$25,000	\$13,758
Office Equipment Maintenance	\$2,887	\$1,500	-\$1,387
Building Maintenance	\$37,147	\$3,500	-\$33,647
Utilities			
Electric - Town Hall	\$5,309	\$10,000	\$4,691
Electric - Museum	\$448	\$650	\$202
Electric - Archive	\$725	\$900	\$175
Electric - Cemetery	\$198	\$500	\$302
Electric - Fire Station	\$2,085	\$3,500	\$1,415
Telephone - Town Hall	\$477	\$2,100	\$1,623
Internet	\$1,211	\$2,500	\$1,289
Operating Supplies	\$1,381	\$6,500	\$5,119
Office Supplies	\$2,345	\$2,600	\$255
Postage	\$0	\$1,000	\$1,000
Elevator Service	\$894	\$2,500	\$1,606
Janitorial Supplies	\$92	\$250	\$158
Pest & Termite Control	\$1,511	\$3,000	\$1,489
Contracted Services	\$2,907	\$5,000	\$2,093
Professional Services			
IT	\$1,797	\$8,500	\$6,703
Auditor	\$728	\$5,000	\$4,272
Engineering / Surveying	\$0	\$3,000	\$3,000
Janitorial	\$2,450	\$6,600	\$4,150
Dues and Publications	\$632	\$1,200	\$568
Promotional	\$94	\$5,500	\$5,406
Capital Outlay - Other Infrastructure	\$11,604	\$0	-\$11,604
CDBG-CV Grant	\$0	\$934,000	\$934,000
Capital Outlay - CDBG-CV Grant	\$0	\$2,000,000	\$2,000,000
General Govt Operations	\$91,405	\$3,040,300	\$2,948,895

Town of Micanopy, Florida

For period ending February 28, 2025

	Actual	Budget	Balance
	<u>2025</u>		
<u>Legal</u>			
Contractual- City Attorney	\$18,000	\$38,000	\$20,000
Advertisement	\$1,591	\$4,000	\$2,409
Total Legal	\$19,591	\$42,000	\$22,409
<u>Land Development Planning</u>			
Contractual - Planning Services	\$1,750	\$7,000	\$5,250
Advertisement	\$0	\$1,500	\$1,500
Total and Development Planning	\$1,750	\$8,500	\$6,750
<u>Elections</u>			
Expenses	\$0	\$3,500	\$3,500
Advertising	\$0	\$100	\$100
Postage	\$0	\$50	\$50
Total Elections	\$0	\$3,650	\$3,650
Total General Government	\$171,035	\$3,240,915	\$3,069,881
<u>Public Works</u>			
<u>Personnel Services</u>			
Salaries	\$13,487	\$66,269	\$52,782
Health Insurance	\$4,279	\$22,000	\$17,721
Overtime	\$594	\$2,438	\$1,844
Part-Time	\$8,388	\$26,480	\$18,092
FICA	\$1,393	\$5,902	\$4,509
Medicare	\$326	\$1,380	\$1,054
Retirement	\$0	\$0	\$0
Uniforms	\$0	\$0	\$0
Total Salaries and Benefits	\$28,467	\$124,469	\$96,002

Town of Micanopy, Florida

For period ending February 28, 2025

	Actual	Budget	Balance
	<u>2025</u>		
Operating expenses			
Street Lights	\$7,110	\$16,000	\$8,890
Insurance - Auto	\$1,151	\$3,000	\$1,849
Insurance - Liability	\$225	\$600	\$375
Insurance - Property	\$2,475	\$5,200	\$2,725
Workmans Comp	\$2,300	\$5,000	\$2,700
School Signal Maintenance	\$0	\$650	\$650
Repairs and Maint- Equip	\$737	\$1,500	\$763
Operating Supplies	\$3,986	\$3,500	-\$486
Uniforms	\$0	\$300	\$300
Professional Development	\$0	\$0	\$0
Vehicle Repair	\$0	\$750	\$750
Fuel	\$1,869	\$4,750	\$2,881
Street Maintenance	\$834	\$6,500	\$5,666
Tree Removal	\$1,800	\$7,500	\$5,700
Contract Services	\$0	\$7,500	\$7,500
Capital Outlay	\$4,600	\$5,000	\$400
Total Operating Supplies	<u>\$27,087</u>	<u>\$67,750</u>	<u>\$40,663</u>
Total Public Works	<u>\$55,554</u>	<u>\$192,219</u>	<u>\$136,665</u>
<u>Public Safety</u>			
Fire Safety Fund Contribution	<u>\$0</u>	<u>\$135,000</u>	<u>\$135,000</u>
Total Public Safety	\$0	\$135,000	\$135,000

Town of Micanopy, Florida

For period ending February 28, 2025

	Actual	Budget	Balance
	<u>2025</u>		
<u>Parks</u>			
Operating expenses			
Utilities - parks	\$3,622	\$7,200	\$3,578
Insurance - Property	\$1,094	\$3,000	\$1,906
Maintenance & Repairs	\$0	\$2,000	\$2,000
Operating Supplies	\$452	\$3,200	\$2,748
Tree City	\$0	\$250	\$250
Special Events - Independence Day	\$0	\$7,500	\$7,500
Special Event - Light up Micanopy	\$349	\$2,500	\$2,151
Special Event -Halloween	\$445	\$500	\$55
Special Event - Other Events	\$0	\$750	\$750
Capital Outlay - WSPP	\$20,779	\$375,000	\$354,221
	<hr/>	<hr/>	<hr/>
Total Parks	\$26,741	\$401,900	\$375,159
	<hr/>	<hr/>	<hr/>
Total Expenditures	\$253,330	\$3,970,034	\$3,716,705
	<hr/>	<hr/>	<hr/>
Net Revenue Over Expenses	\$141,380	\$8,305	(\$133,076)

Town of Micanopy, Florida

Solid Waste Fund

For period ending February 28, 2025

	Actual	Budget	Balance
		<u>2025</u>	
<u>Revenues</u>			
Charges			
Solid Waste Charges	\$45,465	\$121,303	\$75,838
Total Charges	\$45,465	\$121,303	\$75,838
Total Revenues	\$45,465	\$121,303	\$75,838
<u>Expenditures</u>			
Contractual Services - Residential	\$27,053	\$66,900	\$39,847
Contractual Services - Commercial	\$18,891	\$48,253	\$29,362
Operating Supplies	\$0	\$150	\$150
Transfer to Water Fund	\$0	\$6,000	\$6,000
Total Expenditures	\$45,944	\$121,303	\$75,359
Net Revenue Over Expenses	-\$479	\$0	\$479

Town of Micanopy, Florida

Water Fund

For period ending February 28, 2025

	Actual	Budget	Balance
		<u>2025</u>	
Revenues			
Operating Income			
Charges			
Water Use	\$72,011	\$167,600	\$95,589
Service Charge	\$4,166	\$5,000	\$834
Interest	\$4,715	\$8,000	\$3,285
Total Charges	<u>\$80,892</u>	<u>\$180,600</u>	<u>\$99,708</u>
Other			
Transfer from Solid Waste	\$0	\$6,000	\$6,000
SRF Grant / Loan - Planning & Design	\$75,000	\$252,500	\$177,500
SRF Grant / Loan - construction	\$0	\$1,550,000	\$1,550,000
Prior year ARPA	\$0	\$301,542	\$301,542
Total Other	<u>\$75,000</u>	<u>\$2,110,042</u>	<u>\$2,029,042</u>
Total Revenues	<u>\$155,892</u>	<u>\$2,290,642</u>	<u>\$2,128,750</u>

Expenditures

Personnel Services

Salaries - Operation	\$34,911	\$76,500	\$41,589
Overtime	\$2,969	\$5,000	\$2,031
Health Insurance	\$4,278	\$10,000	\$5,722
FICA	\$2,349	\$5,053	\$2,704
Medicare	\$549	\$1,182	\$633
Retirement	\$600	\$1,950	\$1,350
Workers Comp	\$1,003	\$2,500	\$1,497
Total personnel Services	\$46,659	\$102,185	\$55,526

Operating Expenses

Contractual Services

Water Operator	\$2,348	\$15,000	\$12,652
Audit	\$0	\$5,000	\$5,000
Annual Service Contract	\$12,011	\$12,500	\$489
Backflow Prevention	\$0	\$4,500	\$4,500
Billing Software	\$3,000	\$1,600	-\$1,400
Professional Development	\$650	\$2,000	\$1,350
Postage	\$2,420	\$2,500	\$80
Utilities - Electricity	\$2,420	\$7,200	\$4,780
Utilities - Communication Line	\$56	\$1,000	\$944

Town of Micanopy, Florida

For period ending February 28, 2025

	Actual	Budget	Balance
	<u>2025</u>		
Insurance			
Liability	\$225	\$500	\$275
Property	\$4,125	\$6,500	\$2,375
Maintenance			
Building	\$0	\$1,000	\$1,000
Equipment	\$0	\$2,500	\$2,500
Water Testing	\$1,790	\$3,000	\$1,210
Operating Supplies	\$82	\$3,500	\$3,418
Office Supplies	\$0	\$500	\$500
Chemicals	\$3,037	\$7,000	\$3,963
Dues	\$1,274	\$1,500	\$226
Total Operating Expense	\$33,438	\$77,300	\$43,862
Total Personnel and Operating	\$80,097	\$179,485	\$87,724
Other			
Capital	\$0	\$5,000	\$5,000
Capital Improvement - Planning & Design	\$75,000	\$505,000	\$430,000
Capital Improvement - Construction	\$0	\$1,585,000	\$1,585,000
Transfer to General Fund	\$0	\$1,500	\$1,500
Total Other Expenses	\$75,000	\$2,096,500	\$2,021,500
Total Water Fund Expenses	\$155,097	\$2,275,985	\$2,109,224
Net income/ (loss)	\$795	\$14,657	\$19,526



March 11, 2025

RE: *Town Administrator Report*

Mayor Williams and Town Commission,

Gazebo Update

Construction of the gazebo is expected to commence the end of March and should take no longer than a week to complete. David and Commissioner Wessberg are scheduled to install the brick floor before construction begins. After completion of the gazebo and new landscaping we will plan a rededication event and invite Ms. Barabara Martin to attend.

Internet Update

Cox has developed their engineering plans for broadband buildout in Micanopy and plan to begin buildout over the next few months. Construction will begin in the unincorporated Micanopy first and work its way into Town. The project manager for Cox indicated a combination of overhead and underground fiber is to be expected and I was assured the Vegetation Maintenance Plan will be adhered to. Construction is expected to be complete in the fall of 2025.

Donation of Remaining Disc Golf Baskets

The Town of Micanopy currently has six of the original eight-disc golf baskets from our former course. Unfortunately, due to changes in land use, the course is no longer viable, and after careful evaluation, there is no suitable location within the town to relocate the baskets. Rather than allowing them to go unused, we propose donating the remaining baskets to a local disc golf club that has expressed interest in repurposing them for a new course at Camp Cuscowilla.

The club intends to supplement the donated baskets with additional ones to create a small but functional disc golf course at the camp, providing a recreational opportunity for the community. This donation would ensure that the equipment continues to serve a public purpose while promoting outdoor activity and engagement. By transferring the baskets to an organization that can make immediate use of them, the Town of Micanopy can contribute to the enhancement of recreational facilities in the region without the burden of storing or maintaining equipment that no longer has a viable use within town limits. We recommend proceeding with this donation to support the growth of local disc golf and provide an asset to the broader community.

PFOS Testing

As approved by the Town Commission in September 2024, the Town of Micanopy conducted testing for PFOS and PFAS in our water system. We are pleased to report that the results have come back within acceptable limits, ensuring that our water quality remains safe for public consumption.



(Do Not Modify) Modified On	Approval ID	Approval Type	Status Reason	Contract ID	Department	Approved By	Modified By	Modified On
1/17/2025 17:09	APPR-012789	Contract For Execution	Approved as Revised	CONT-005908	PW- Public Works	David Schwartz	David Schwartz	1/17/2025 17:09
1/17/2025 13:06	APPR-012790	Contract For Execution	Approved As Drafted	CONT-005908	PW- Public Works	Steve Varvel	Steven Varvel	1/17/2025 13:06
1/27/2025 11:14	APPR-012791	Contract For Execution	Approved As Drafted	CONT-005908	PW- Public Works	Diane Holder	Diane Holder	1/27/2025 11:14

Today's Date: 1/8/25

CITY OF GAINESVILLE TRANSMITTAL FORM

Dept Track

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Item # 13.

Type of Action Requested (check one) [X] New [] Extension [] Amendment [] Change Order

Project Amount: \$1,538.00 Anticipated Start Date: ASAP
Department Name: Public Works
Project Manager: GAIL MOWRY Phone Number: ext. 8421
Account No.: Funding Source: [X] City Funds [] Other
Subcontractor Opportunities: [] Yes [] No Provide Other source:
GG Cost Center- GG Public Works: Signals: Revenue: Intergovernmental Revenue
Contractor/Vendor: City of Micanopy
Project Description:

Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

PROJECT APPROVED FOR PROCESSING

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

Project Manager / Date
Department Head / Date
Leadership Team, Executive Team or Charter Officer / Date

SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects. Allow a minimum of three days for Department review.

REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject To modifications as noted.

Table with 5 columns: Reviewing Office, As Drafted, Subject To, Signature, Date. Rows include City Attorney, Risk Manager, Grants, Fleet, Facilities Mgmt, IT, and Procurement.

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date: Received From Contractor Date:
To City Attorney Date: From City Attorney Date:
To City Manager Date: From City Manager Date:

City Commission Approval: (\$50,000 and above) [X] Yes Date Approved: N/A this is incoming revenue
[] No City Commission approval is not required(5)
(5) 7.1 Provide Purchasing Policy exception section (i.e. Sec 7.1(c))
Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

PROJECT APPROVED FOR EXECUTION: Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

City Attorney / Date City Manager or Designee / Date

Print on five part NCR paper - White (original) for final execution; Yellow for City Attorney; Pink for Risk; Green for SBPP; Goldenrod for file or others as needed.

INTERLOCAL AGREEMENT FOR MAINTENANCE AND OPERATION OF
TRAFFIC SIGNALS, SCHOOL BEACONS, ITS DEVICES,
AND CONNECTED VEHICLE DEVICES

This Interlocal Agreement is entered into on the date the contract is executed between the CITY OF GAINESVILLE, FLORIDA ("GAINESVILLE") and the TOWN OF MICANOPY, FLORIDA ("MICANOPY").

WHEREAS, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

WHEREAS, GAINESVILLE has the ability to operate and maintain traffic signals, school beacons, ITS (Intelligent Transportation System) Devices and Connected Vehicle Devices in various incorporated communities in Alachua County, and

WHEREAS, MICANOPY is an incorporated community in Alachua County and has requested GAINESVILLE continue to provide these repairs and services.

NOW, THEREFORE, GAINESVILLE and MICANOPY hereby agree as follows:

I. TERM

This Agreement shall become effective upon execution and shall govern the rights and responsibilities of the parties for maintenance and operations of school beacons for the period beginning October 1, 2023, as though this Agreement had been in effect during such period. Thereafter, this Agreement shall renew for successive one-year terms until amended or terminated as provided in the Agreement

The City Manager of GAINESVILLE and the Town Administrator of MICANOPY shall have the authority to negotiate and execute all amendments to this Agreement.

II. SCOPE OF SERVICES

A. Operation and Maintenance

GAINESVILLE shall operate and maintain the traffic signals, school beacons, its devices and connected vehicle devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

B. Preventive Maintenance

GAINESVILLE will perform necessary preventive maintenance on the traffic signals, school beacons, ITS devices and connected vehicle devices for MICANOPY on an annual basis and submit a preventative maintenance report consistent with reporting requirements of the State of Florida Department of Transportation, Traffic Signal Maintenance and Compensation Agreement.

C. Emergency and Extraordinary Repairs

Upon request from the City Manager or, Public Services Director or designee of MICANOPY, the GAINESVILLE Public Works Department, Traffic Operations Division, may provide emergency and extraordinary repair service for the traffic signals, school beacons, ITS devices and connected vehicle devices within MICANOPY. The GAINESVILLE Traffic Operations Manager or designee shall make determinations regarding the priority of emergency services, extraordinary repairs under this Agreement.

D. Additional Traffic Operations Services

Upon request from the City Manager or, Public Services Director or designee of MICANOPY, the GAINESVILLE Public Works Department, Traffic Operations Division may provide additional traffic operations services on a case-by-case basis

E. Service Locations

Attachment A lists the locations of traffic signals, school beacons, ITS devices and connected vehicle devices that are covered in this Agreement. This list has been aligned to reflect a similar format of State of Florida Department of Transportation, Traffic Signal Maintenance and Compensation Agreement, exhibit A.

Attachment A should be updated or amended annually by GAINESVILLE and MICANOPY and may be updated or amended as needed to reflect new traffic signals, school beacons, ITS devices and connected vehicle devices that may come online as development occurs.

III. COSTS

A. Cost Basis Fixed Rate

The cost for operation and maintenance is shown in Attachment B. This cost will be aligned to the State of Florida Department of Transportation, Traffic Signal Maintenance and Compensation Agreement, Unit Compensation Rates per Intersection on the State Highway System, Attachment B.

In order to achieve efficient use of government resources and provide mutual advantage of regional traffic control, GAINESVILLE shall charge MICANOPY for operation and maintenance on the basis of FDOT reimbursement rates, on the basis of published rates as of the State of Florida Department of Transportation, Traffic Signal Maintenance and Compensation Agreement, Unit Compensation Rates per Intersection on the State Highway System, Attachment B, as amended annually.

B. Extraordinary and Emergency Repair.

Other costs associated with traffic signals, school beacons and other ITS devices are not included in the fixed rate in paragraph III.A, above.

Performance of extraordinary or emergency repair work under \$1,000 may be mutually agreed by the parties orally.

Performance of extraordinary or emergency repair work of \$1,000 or more will require written authorization by GAINESVILLE and MICANOPY with respect to scope of work and charges for the work. Upon receipt of a written request for these activities, GAINESVILLE shall provide a written estimate, including appropriate overhead charges, to MICANOPY. MICANOPY shall then notify GAINESVILLE, in writing, prior to the start of any activities. MICANOPY's written approval to commence work is sufficient to constitute a "written authorization" under this section. Examples of extraordinary and emergency repairs are listed in Attachment C.

C. Additional and Optional Traffic Operations Services

Costs for the signalization plan reviews, pavement marking activities, street sign fabrication and installation, subject matter expert participation in public meetings or cases, traffic studies, minor construction activities, and other transportation services shall be based on the actual cost of the service. Performance of these activities will require written approval by GAINESVILLE and MICANOPY with respect to the scope of the work and charges for the work. Upon receipt of a written request for these activities, GAINESVILLE shall provide a written estimate, including appropriate overhead charges, to MICANOPY. MICANOPY shall then notify GAINESVILLE, in writing, of its approval to commence the activities prior to GAINESVILLE starting any activities. MICANOPY'S written approval to commence work is sufficient to constitute a "written authorization" under this section.

IV. PAYMENTS

GAINESVILLE will invoice MICANOPY for services rendered, calculated as described in paragraph III, above, and MICANOPY agrees to pay the invoice within 30 days from the date of invoice. Payments shall be EFT (Electronic Fund Transferred); or mailed and delivered to the Office of the City of Gainesville's Finance Department, MS 47, PO Box 490, Gainesville, Florida 32602 or via EFT indicating the invoice number.

Charges for based fixed rate (III.A) will be billed semi-annually

Charges for extraordinary and emergency repair (III.B); and additional and optional Traffic Operation services (III.C) will be billed 60 days after such services are completed.

V. CONTACTS

GAINESVILLE Traffic Operations Manager or designee shall be the representative of GAINESVILLE on all matters pertaining to this Agreement and MICANOPY's Town

Administrator will be the representative for MICANOPY. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing. E-mail notices shall be sent to the e-mail addresses designed below or to any other e-mail addresses designated in writing by either party as an authorized e-mail address for notifications.

GAINESVILLE:

c/o Gail L Mowry, PE, City Engineer
Traffic Operations Manager
Post Office Box 490 -MS 58 Gainesville, Florida 32602
mowrygl@gainesvillefl.gov

MICANOPY:

Sara Owen
Town Administrator
706 NE Chokolka Blvd, Micanopy, FL 32667
SOwen@micanopytown.com

VI. TERMINATION

GAINESVILLE and MICANOPY shall have the right to terminate this Agreement with or without cause upon 180 days' written notice, by certified mail, to the representatives set forth above.

VII. LIABILITY AND DISCLAIMER OF WARRANTY

To the extent not prohibited or limited by law, GAINESVILLE assumes any and all risks of personal injury and property damage attributable to the negligent acts or negligent omissions of GAINESVILLE and its officers, employees, servants and agents thereof while acting within the scope of their employment by GAINESVILLE. Provided, however, GAINESVILLE does not waive its sovereign immunity under Section 768.28, Florida Statutes. Notwithstanding the foregoing, GAINESVILLE expressly disclaims any liability for personal injury or property damage sustained by third parties arising from the GAINESVILLE'S performance or lack of performance under this Agreement.

To the extent not prohibited or limited by law, MICANOPY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of MICANOPY and its officers, employees, servants and agents thereof while acting within the scope of their employment by MICANOPY. Provided, however, MICANOPY does not waive its sovereign immunity under Section 768.28, Florida Statutes.

It is specifically understood and agreed that GAINESVILLE shall have no responsibility or liability for any claims or damages incurred as a result of the failure, neglect, or omission of MICANOPY to promptly notify GAINESVILLE when MICANOPY receives notice or has either actual or constructive knowledge of any and all problems, complaints, defects, imperfections, malfunctions, or failings of the traffic regulation equipment, signs, or signals, or any required

repairs, replacement of maintenance of the traffic regulation equipment, signs, or signals provided under the terms of the Agreement.

Further, GAINESVILLE makes no warranty (express or implied) for the work performed pursuant to this Agreement.

VIII. FORCE MAJEURE

Neither GAINESVILLE nor MICANOPY shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A “Force Majeure Event” means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

IX. SOVEREIGN IMMUNITY

GAINESVILLE and MICANOPY agree that nothing contained in this Agreement shall be interpreted as a waiver of GAINESVILLE or MICANOPY’s sovereign immunity under Florida Statutes 768.28.

X. AMENDMENT

Any change or modification to this Agreement shall be in writing and executed by both parties.

XI. FILING OF AGREEMENT

MICANOPY, upon execution of this Agreement, shall file this Agreement and any subsequent amendments hereto, with the Clerk of the Circuit Court in the official records of Alachua County, as required by Section 163.01 (11), Florida Statutes.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the parties with reference to the project and supersedes any and all prior communications, discussions, negotiations, understanding, or agreements. This Agreement may only be changed or amended by mutual written agreement.

XIII. SEVERABILITY AND NON-WAIVER

If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision and shall not be construed as a modification of the terms of this Agreement.

XIV. SUCCESSORS AND ASSIGNS

Neither party shall assign its rights hereunder, nor shall it delegate any of its duties hereunder without the written consent of the other party. This Agreement shall be binding on each party hereto, its successors, assigns and legal representatives.

XV. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party, nor shall it be construed as giving any right or benefit hereunder to anyone other than MICANOPY or GAINESVILLE.

XVI. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

XVII. PROJECT RECORDS

All records relating in any manner whatsoever to the Agreement, which are in the possession of GAINESVILLE or its consultants, shall be made available to MICANOPY for inspection and copying upon written request of MICANOPY, and shall be kept for a period of three years after the completion of all work to be performed. Additionally, said records shall be made available, upon request by MICANOPY, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records.

XVIII. FUNDING LIMITATION

The obligations of either party as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the parties shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the parties pursuant to this Agreement.

XIX. DISPUTE RESOLUTION

If the parties are unable to resolve any issue in which they may be in disagreement or in the event of default, such dispute will be resolved in accordance with Chapter 164 Florida Statutes, entitled the "Florida Governmental Conflict Resolution Act."

XX. GOVERNING LAW AND VENUE

This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

TOWN OF MICANOPY

Micanopy Clerk

By: _____
Mayor

Date: _____

CITY OF GAINESVILLE

Gainesville City Clerk

By: _____
Cynthia W. Curry, City Manager

Date: _____

Approved as to Form and Legality

City Attorney

ATTACHMENT A – SERVICE LOCATIONS

TOWN OF MICANOPY

The City of Gainesville will perform emergency repairs and preventive maintenance at the following locations:

Type of Installation	Type	Location
School Flasher	PFB	Micanopy Area Cooperative School

**ATTACHMENT B
TOWN OF MICANOPY TRAFFIC ENGINEERING SERVICES
AGREEMENT FY 2023/2024 AND FY 2024/2025 COST DETERMINATION FOR
PREVENTATIVE SIGNAL MAINTENANCE & ROUTINE REPAIR**

**Cost for FY 2023-2024
Based Fixed Rate (III.A.)**

(1) Pedestrian flashing beacon (school flashers) at \$758 each = \$ 758

Total Cost FY2023-2024 **\$ 758**

**Cost for FY 2024-2025
Based Fixed Rate (III.A.)**

(1) Pedestrian flashing beacon (school flashers) at \$780 each = \$ 780

Total Cost FY2024-2025 **\$ 780**

The following table shows compensation rates for FY2023-2024 AND FY2024-2025:

Reference: FDOT Form 750-010-24b Page 2 and 7, Revision 04/2023
Source: <https://pdl.fdot.gov/api/form/downloadAttachment/15079306>

Unit Compensation Rates per Unit on the State Highway System																	
FY	Traffic Signals (TS) Intersection	Traffic Signal - Interconnected & monitored (IMTS) Intersection	Intersection Control Beacon (ICB) Intersection	Pedestrian Flashing Beacon (PFB) System	Emergency Fire Dept. Signal (FDS) System	Speed Activated Warning Display (SAWD) System	Illuminated Street Name Signs (ISNS) Intersection	Blank Out Sign (BOS) System	Traffic Warning Beacon (TWB) System	Probe Data Detection System (PDDS) Device	Uninterruptible Power Supplies (UPS) Device	Connected Automated Vehicle Devices (CAVD) Device	Pedestrian Hybrid Beacon (PHB) System	Arterial Dynamic Message Sign (ADMS) Device	Passive Pedestrian Detection (PPD) System	Traffic Monitoring Camera (TMC) Device	In-Roadway Warning Lights (IRWL) System
2021-22	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-23	\$ 3,670	\$ 5,273	\$ 921	\$ 737	\$ 1,286	\$ 370		\$ 370	\$ 370	\$ 119	\$ 119	\$ 527					
23-24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$ 542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
24-25	\$ 4,024	\$ 5,720	\$ 975	\$ 780	\$ 1,362	\$ 393	\$ 403	\$ 432	\$ 393	\$ 127	\$ 127	\$ 558	\$ 2,722	\$ 2,086	\$ 1,692	\$ 708	\$ 678
25-26	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																

ATTACHMENT C
EXAMPLES OF EXTRAORDINARY AND EMERGENCY REPAIR

The activities listed below, but not limited to those below, are defined as extraordinary repair activities requiring the use of specialized or heavy equipment that the City Traffic Operations Section may not have readily available:

- Respanning overhead span or messenger wire and supporting materials
- Rewiring overhead messenger wire
- Replacing concrete controller pads
- Reworking or repairing underground conduit and cables
- Re-installation of poles supporting traffic signal, flashing school beacon and flashing warning beacon installations
- Specification, design, ordering and purchasing of special equipment (non off-the-shelf items)
- Repainting of mast arms and poles
- Structural repairs of mast arms and poles
- Utility locates (Sunshine One-Call)
- Replacement of solar panels, inverters and batteries related to solar installations

Extraordinary repair activities would also include repairs required as a result of severe weather, including but not limited to tornadoes, hurricanes, and windstorms.

The determination of whether a repair activity is extraordinary or not will be made by the Traffic Operations Manager, or designee, once all aspects of the repairs are determined.



Proclamation

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and Town of Micanopy are working together to increase awareness about the importance of water conservation; and

WHEREAS, Town of Micanopy and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, Town of Micanopy has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, efficient irrigation design, programming, and maintenance can conserve water, the Town will encourage citizens and businesses to evaluate their irrigation systems for potential efficiency enhancements;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of The Town of Micanopy Commission do hereby proclaim the month of April as

Water Conservation Month

The Town of Micanopy, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Jiana Williams, Mayor

706 NE Cholokka Blvd.
PO Box 137, Micanopy, FL 32667-0137
(352) 466-3121 Town Hall (352) 466-4912 Fax
townhall@micanopytown.com