



Town Commission Regular Meeting Agenda

Tuesday, January 13, 2026 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 Commission Meeting Minutes of

GUESTS

3. Micanopy Branch Library Update
4. Willie Mae Stokes Community Center Update

CITIZEN'S FORUM

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

TOWN COMMISSION LIAISON REPORTS

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

CITIZEN BOARD AND COMMITTEE REPORTS

8. Planning and Historic Preservation Board
9. Tree Committee

TOWN ATTORNEY REPORT

10. Ordinance 2026-01

AN ORDINANCE OF THE TOWN OF MICANOPY, FLORIDA, PROVIDING FOR AN ADMINISTRATIVE PROCEDURE FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES CONSISTENT WITH FLORIDA SENATE BILL 954 (2025) AND FEDERAL FAIR HOUSING LAWS; AMENDING CHAPTER 25, ARTICLE I OF THE CODE OF ORDINANCES TO CREATE SECTION 25-13; PROVIDING AN ADMINISTRATIVE PROCEDURE FOR REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

11. Financial Report for Period Ending December 31, 2025

TOWN ADMINISTRATOR REPORT

12. Town Administrator Report

NEW BUSINESS

13. Proposed Investment Policy

14. Proposed Planning Agreement with EDA

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.

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE TOWN OF MICANOPY, FLORIDA, PROVIDING FOR AN ADMINISTRATIVE PROCEDURE FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES CONSISTENT WITH FLORIDA SENATE BILL 954 (2025) AND FEDERAL FAIR HOUSING LAWS; AMENDING CHAPTER 25, ARTICLE I OF THE CODE OF ORDINANCES TO CREATE SECTION 25-13; PROVIDING AN ADMINISTRATIVE PROCEDURE FOR REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Micanopy, Florida, recognizes that changes to the adopted Code of Ordinances (“Code”) are periodically necessary to ensure that the Town’s regulations are current and consistent with the Town’s planning and regulatory needs, and Florida Statutes;

WHEREAS, the purpose of this ordinance is to establish a clear, fair, and efficient administrative procedure for the Town of Micanopy’s review and approval of certified recovery residences, in accordance with state and federal law;

WHEREAS, this ordinance and its processes for reviewing applications and requesting reasonable accommodations are intended to be consistent with the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131 et seq.).

WHEREAS, in 2025, the Florida Legislature adopted SB 954, codified in Chapter 2025-182, Laws of Florida, which requires local governments in the State of Florida to formalize and streamline the review and approval process for applicants seeking reasonable accommodation from local land use regulations to establish a “certified recovery residence”;

WHEREAS, the Town desires to amend Chapter 25, Article I to create Section 25-13 to ensure consistency with the “certified recovery residences” requirements in Chapter 2025-182, Laws of Florida and Section 397.487(15)(a), Florida Statutes;

WHEREAS, the Town Commission did hold the required public hearings, under the provisions of the amendment procedures established in Chapter 177, Florida Statutes; and

WHEREAS, the Town finds that it is proper and, in the interest, and welfare of the Town and its citizens to comply with Senate Bill 954 concerning certified recovery residences;

WHEREAS, the Town Commission finds that this Ordinance is in the best interest and welfare of the residents of the Town;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF MICANOPY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and are hereby incorporated herein and made a part of this ordinance.

Section 2. The Application Form referred to in the below sections are attached as Exhibit “A” to be filed with the Town Administrator.

Chapter 25, Article I of the Town of Micanopy Code of Ordinances shall be amended to add a new Section 25-13, which shall read in full as follows (additions: additions underlined; deletions: deletions struck).

ARTICLE I. CERTIFIED RECOVERY RESIDENCES

Sec. 25-13. Certified Recovery Residences

This section establishes procedures to formalize and streamline the review and approval process for applicants requesting reasonable accommodation from the Town’s land use, zoning, and development regulations in the Town Code, Land Development Code, and related policies, practices, and procedures to open a certified recovery residence. The Town shall process requests for the establishment of certified recovery residences in accordance with the provisions of this section and make the appropriate determination(s) consistent with applicable federal and state laws including, but not limited to, the Fair Housing Amendments Act (42 U.S.C. ss. 3601 et seq.), and Title II of the American with Disabilities Act (42 U.S.C. ss. 12131 et seq.), and Section 397.487(15)(a), Florida Statutes (collectively, “Applicable Laws”).

A. Definitions. As used in this Section, the following words and phrases shall have the following meanings:

- 1. “Certified Recovery Residence”: A residential dwelling unit offered as a peer-supported, alcohol-free, and drug-free living environment, which has been voluntarily certified by a credentialing entity.
- 2. “Certified Recovery Residence Administrator”: A recovery residence administrator who holds a valid certificate of compliance.
- 3. “License service provider”: A public agency, a private for-profit or not-for profit agency, a physician or any other private practitioner licensed under Chapter 397 of the Florida Statutes, or a hospital that offers substance abuse services through one (1) or more licensed service components.
- 4. “Local land use regulation”: Any local law, ordinance, or regulation that governs the use of land, including but not limited to zoning, parking, and building codes.
- 5. “Reasonable accommodation”: A modification or exception to a local land use regulation that may be necessary to provide individuals with disabilities an equal opportunity to use and enjoy a dwelling, consistent with the requirements of federal fair housing and disability law.
- 6. “Recovery Residence”: A residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free living environment.

B. Application Process

1. Written application: An applicant requesting a reasonable accommodation for a certified recovery residence must submit a written application. The Application Form is available at the Town Administrator's Office. The Town Administrator is authorized to amend the Application Form at any time without notice to the Town or its citizens so long as such amendment does not place additional obligations on applicants not contemplated by this Ordinance.
2. Application information: The application must include, at a minimum, the following:
 - a. Name and contact information of the Applicant or authorized representative.
 - b. Property address and parcel identification number;
 - c. Consent of the current owner of the subject property, if the applicant is not the owner of the subject property;
 - d. A letter of intent identifying the existing zoning district of the property, including any previously approved conditions or modifications;
 - e. Description of the requested accommodation;
 - f. Description of the general location of off-street parking; and
 - d. Specific regulation from which relief is sought.
3. Submission and completeness review: Applications will be date-stamped by the Town Administrator or Town Clerk upon receipt. Within thirty (30) days, the Town must notify the applicant of any required additional information, to which the applicant has thirty (30) days to respond. This provision does not preclude the identification and correction of information submitted by the applicant after an application is accepted.
4. Fees: No fees or costs may be imposed for applications submitted under this section or an appeal of a decision on such application to the Town Commission.

C. Review and Determination

1. 60-day review period: A final written decision must be issued by the Town Administrator within sixty (60) days of receiving a completed application.
2. Request for Additional Information: If necessary, within the first thirty (30) calendar days after receipt of the application, the Town Administrator may request additional information from the applicant, specifying in sufficient detail what information is required. The applicant shall have at least thirty (30) calendar days after the date the information is requested to respond. The Town's sixty (60)-day decision deadline, set forth in 25-13.C.1 shall be tolled as of the date of requested additional information and shall resume upon receipt of same from the applicant.
3. Failure to Provide Additional Information: If the applicant fails to respond to the request for additional information within thirty (30) calendar days after the date the

information is requested, the Town Administrator shall deny the request for relief upon the basis that it has been deemed abandoned and/or withdrawn. No further action by the Town concerning said relief shall be required.

4. Required determinations: The Town Administrator shall either approve, approve with conditions, or deny the request in writing. If the request is denied, the Town Administrator shall provide the specific, evidence-based reasons for denial and identify any deficiencies or actions necessary for reconsideration.
5. Deemed approval: Failure to issue a decision within sixty (60) days results in deemed approval, unless a written extension is mutually agreed upon.
6. Criteria: The Town Administrator shall apply the following criteria in considering a reasonable accommodation request for establishing a Certified Recovery Residence:
 - a. Whether the applicant has established that he/she, or the individual on whose behalf the application was submitted, is protected under applicable laws.
 - b. Whether the applicant has established that the requested accommodation is reasonable and necessary to afford the disabled individual an equal opportunity to use and enjoy the property.
 - c. Whether the requested accommodation would impose an undue financial or administrative burden on the Town.
 - d. Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the Town.
 - e. If applicable, whether alternative reasonable accommodations could provide an equivalent level of benefit.
 - f. Any other relevant criteria under applicable laws.
 - g. That applicant adheres to all applicable state and federal laws relating to certified recovery residences and can demonstrate the same, inclusive of all required licensures or credentials for operation of a certified recovery residence.
 - h. That the licensed service provider must have a paid certified employee on call during the time when individuals are at a community housing location, if applicable.
 - i. That the certified recovery residence is actively managed by a certified recovery residence administrator approved for one hundred (100) residents pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider electing to manage up to one hundred (150) residents;
 - j. That the certified recovery residence actively managed by a certified recovery residence administrator approved for one hundred (100) residents pursuant to Florida Statutes and is wholly owned or controlled by a licensed

service provider electing to manage up to three hundred (300) residents maintains a service provider personnel-to-patient ratio of one (1) to eight (8) and maintains onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of one (1) to six (6).

- 4. No unnecessary public hearings: Public hearings will not be required beyond legal minimums.
 - a. If the request is legislative in nature, two (2) public hearings are required.
 - b. If the request is quasi-judicial in nature, one (1) public hearing is required.
 - c. If the request is neither legislative nor quasi-judicial in nature, no public hearing is required and the Town may approve, approve with conditions, or deny administratively.
- 5. Consistency with fair housing: The ordinance must be interpreted and applied in accordance with federal fair housing laws.
- 6. Appeal: An applicant may appeal a final determination within thirty (30) days of issuance to the Town Commission, which shall review the decision on the record at a properly noticed public hearing and may affirm, modify, or reverse the determination.

D. Enforcement and Revocation

- 1. The Town may revoke a granted accommodation for a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain licensure required under this section, if not reinstated within one hundred eighty (180) calendar days.

Section 3. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Inclusion in the Code, Scrivener's Error. It is the intention of the Town Commission of the Town of Micanopy, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Micanopy, Florida; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the Town Administrator, or designee, without public hearing, by filing a corrected or recodified copy of the same with the Town.

Section 5. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6. This ordinance shall take effect upon its passage at second and final reading.

PASSED ON FIRST READING, THIS ____ DAY OF _____, 2026.

PASSED AND DULY ADOPTED, with a quorum present and voting by the Town Commission of the Town of Micanopy, Florida, after properly dispensing with the second reading, on final reading this ____ day of _____, 2026.

Attest:

Town of Micanopy

Patty Polk
Town Clerk

Jiana Williams
Mayor, Town of Micanopy

Approved as to legal form and content:

Derek Folds
Town Attorney

**CERTIFIED RECOVERY RESIDENCE
REASONABLE ACCOMMODATION REQUEST
APPLICATION FORM
TOWN OF MICANOPY, FLORIDA**

A. Derek Folds, Town Attorney

(Ordinance 2026-01)

1. Applicant's Name: _____

2. Mailing Address: _____

3. Telephone Number: _____

4. Email Address: _____

5. Property Address: _____

6. Property Parcel Number: _____

7. Consent of Current Owner of Subject Property: Applicant is Current Owner

Consent attached hereto

8. Existing Zoning District: _____

9. Previously Approved Conditions/Modifications: _____

10. Location of Off-Street Parking: _____

11. Requested Accommodation: _____

12. Regulation from which relief is sought: _____

Date: _____

Applicant Signature: _____

Instructions:

- 1. Complete Application.**
- 2. File Application with the Town Administrator.**

To be completed by Town
Administrator/Clerk:

Date Received: _____

Date of Decision: _____

Approved

Approved with Conditions

Denied



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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

January 9, 2026

Ms. Sara S. Owen
Town Administrator/Clerk
Town of Micanopy
P.O. Box 137
Micanopy, FL 32667-0137

TRANSMITTED VIA ELECTRONIC MAIL

RE: COO 26-01 (Town Commission)

Ordinance 2026-01
Amending the
Code of Ordinances

Dear Sara:

Please find enclosed the above referenced ordinance. **This ordinance serves as both the first read and adoption ordinance.**

If any changes are made to the document, please send a copy of the changes to be made in strike-through underline format to me.

The Town Attorney should review the ordinance as to legal form and sufficiency.

Subsequent to adoption of the ordinance, please send a copy of the signed ordinance to me.

If you have any questions concerning the matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director
Enclosure

SRK/cf

xc: Kiersten Ballou, Esq., Attorney
Patty Polk, Deputy Town Clerk
Derek Folds, Esq., Town Attorney

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Town of _____

Micanopy

Florida

January 13, 2026

Agenda Item - Financial Report – Period Ending December 31, 2025

The attached financial report summarizes the Town’s revenues and expenditures for the period ending December 31, 2025. Overall, the Town remains in a stable financial position, with several notable items in both the General Fund and Enterprise Funds that are important for the Commission’s awareness.

Monthly Financial Report -December 31, 2025

General Fund Highlights

- **Revenue Timing and Surplus:**
The General Fund reflects a surplus at this point in the fiscal year, largely due to the timing of ad valorem tax revenues, which are recognized early in the fiscal year following the issuance of property tax bills. This is a normal seasonal pattern and does not necessarily indicate year-end surplus conditions.
- **Expenditure Trends:**
General Fund expenditures are generally tracking within expected ranges for this point in the fiscal year. Several large budgeted items—particularly grants and capital-related expenditures—have not yet been expended and will be realized later in the fiscal year as projects advance.
- **Grant-Related Revenues:**
Grant revenues reflected in the report represent budgeted amounts for multi-year or project-based funding and are recognized as expenditures are incurred. These balances will fluctuate as reimbursement requests are submitted.

Enterprise Fund (Water Utility) Highlights

- **Backflow Testing Costs:**
Backflow testing was completed during this reporting period; however, reimbursements to the Town from customers have not yet been billed. These charges are expected to be passed through to customers in a subsequent billing cycle, resulting in partial cost recovery.
- **Waterline Breaks During Fiber Installation:**
Several waterline breaks occurred during the fiber installation project:
 - One break has been billed to the installation subcontractor, and payment is pending.
 - Other incidents were determined to be shared responsibility, resulting in costs absorbed by the Town.
- **Operational Impact:**
Regardless of responsibility, waterline breaks—particularly those requiring boil water notices—are costly and labor-intensive. These events increase expenditures related to repairs, testing, staff time, and

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

public notification, and they underscore the importance of coordination and protection of utility infrastructure during third-party construction activities.

- **Capital and Grant Activity:**
The Water Fund reflects significant capital-related budget activity associated with grants, loans, and appropriations. These amounts are budgeted but not yet fully expended and will be drawn down as project milestones are met.

Additional Context

- **Seasonality:**
Both revenues and expenditures at mid-year should be viewed through a seasonal lens. Certain revenues are front-loaded, while many expenditures—particularly capital, professional services, and grant-funded projects—occur later in the fiscal year.
- **Monitoring and Controls:**
Staff will continue to closely monitor operating expenses, pursue reimbursements where applicable, and keep the Commission informed of any material deviations from budget assumptions

Town of Micanopy, Florida

General Fund

For period ending December 31, 2025

	Actual	Budget	Balance	% Received
	<u>2025</u>			
<u>Revenues</u>				
Taxes				
Ad Valorem	\$145,636	\$253,813	\$108,177	57%
Fuel Taxes				
Fuel Tax - First Local	\$9,015	\$30,000	\$20,985	30%
Fuel Tax - Second Local	\$6,563	\$20,000	\$13,437	33%
Half-cent sales tax	\$9,881	\$40,000	\$30,119	25%
Franchise fees				
Electricity - Duke Energy	\$12,294	\$50,000	\$37,706	25%
Utility Service taxes				
Electricity - Duke Energy	\$17,581	\$60,000	\$42,419	29%
Propane	\$408	\$3,000	\$2,592	14%
Communications	\$8,496	\$30,000	\$21,504	28%
Total Taxes	\$209,874	\$486,813	\$276,939	
Licenses and permits				
Occupational - Businesses	\$1,240	\$800	-\$440	155%
Occupational License - Landlord	\$320	\$500	\$180	64%
Occupational License - Insur Co	\$40	\$500	\$460	8%
Permits - Zoning Compliance	\$800	\$1,500	\$700	53%
Permits - Special Events	\$0	\$500	\$500	0%
Land Use	\$0	\$50	\$50	0%
Total Licenses/permits	\$2,400	\$3,850	\$1,450	
Intergovernmental				
Wild Spaces Public Places	\$11,158	\$44,000	\$32,842	25%
Other Infrastructure Surtax	\$11,158	\$44,000	\$32,842	25%
Fines - Civil Traffic	\$6,224	\$14,000	\$7,776	44%
Mobile Home Licenses	\$212	\$300	\$88	71%
Alcoholic Beverage Licenses	\$392	\$1,000	\$608	39%
Traffic Signal Maintenance	\$0	\$1,050	\$1,050	0%
Highway Lighting	\$0	\$5,100	\$5,100	
State Shared revenues	\$7,329	\$24,000	\$16,671	31%
Total Intergovernmental	\$36,473	\$133,450	\$96,977	

Town of Micanopy, Florida

For period ending December 31, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
Other				
Interest	\$8,680	\$65,000	\$56,320	13%
Rents	\$3,839	\$4,050	\$211	95%
Misc Revenue	\$65	\$1,000	\$935	7%
Other Reimbursements	\$500	\$1,000	\$500	50%
Prior Year WSPP Restricted	\$0	\$30,000	\$30,000	0%
Prior Year Restricted	\$0	\$42,798	\$42,798	
CDBG-CV Grant	\$0	\$2,934,000	\$2,934,000	0%
Grants	\$0	\$300,000	\$300,000	0%
Insurance Reimbursements	\$0	\$0	\$0	
Total Other	\$13,084	\$3,377,848	\$3,364,764	
Charges for Services				
Transfer in				
Water	\$0	\$1,500	\$1,500	
Total Other Financing source	\$0	\$1,500	\$0	
Total Revenues/Other	\$261,831	\$4,003,461	\$3,740,130	

Town of Micanopy, Florida

For period ending December 31, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
<u>Expenditures</u>				
<u>Town Commission</u>				
Personnel Services				
Salaries	\$8,400	\$33,600	\$25,200	25%
FICA	\$521	\$2,083	\$1,562	25%
Medicare	\$122	\$487	\$365	25%
Other Post Employment Benefits	\$706	\$2,650	\$1,944	27%
	<hr/>			
Total Salaries and Benefits	\$9,749	\$38,820	\$29,072	
Operating Expenses				
Professional Development	\$0	\$5,500	\$5,500	0%
Capital Outlay	\$0	\$0	\$0	
	<hr/>			
Total Operating Expenses	\$0	\$5,500	\$5,500	
	<hr/>			
Total Town Commission	\$9,749	\$44,320	\$34,572	

Town of Micanopy, Florida

For period ending December 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Town Administrator / Clerk</u>				
Personnel Services				
Salaries	\$17,865	\$100,658	\$82,793	18%
Overtime	\$982	\$2,500	\$1,518	39%
Health Insurance	\$3,753	\$14,850	\$11,097	25%
FICA	\$1,169	\$6,396	\$5,227	18%
Medicare	\$273	\$1,496	\$1,223	18%
Professional Development	\$75	\$2,500	\$2,425	3%
Total Salaries and Benefits	\$24,117	\$128,400	\$104,283	
Operating expenses				
Workers Comp	\$250	\$1,000	\$750	25%
Office Supplies	\$0	\$1,500	\$1,500	0%
Dues and Publications	\$236	\$1,500	\$1,264	16%
Capital Outlay	\$0	\$0	\$0	
Total Operating Expenses	\$486	\$4,000	\$3,514	
Total Town Administrator	\$24,603	\$132,400	\$107,797	

Town of Micanopy, Florida

For period ending December 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>General Government Operating</u>				
Operations				
Insurance - Liability	\$1,097	\$4,387	\$3,290	25%
Insurance - Property	\$4,652	\$18,607	\$13,955	25%
Office Equipment Maintenance	\$0	\$4,000	\$4,000	0%
Building Maintenance	\$1,250	\$5,000	\$3,750	25%
Utilities				
Electric - Town Hall	\$2,170	\$12,000	\$9,830	18%
Electric - Museum	\$181	\$1,200	\$1,019	15%
Electric - Archive	\$319	\$1,800	\$1,481	18%
Electric - Cemetery	\$97	\$550	\$453	18%
Electric - Fire Station	\$1,136	\$5,000	\$3,864	23%
Telephone - Town Hall	\$438	\$2,200	\$1,762	20%
Internet	\$570	\$2,600	\$2,030	22%
Operating Supplies	\$1,058	\$6,500	\$5,442	16%
Office Supplies	\$185	\$5,000	\$4,815	4%
Postage	\$0	\$500	\$500	0%
Elevator Service	\$2,313	\$2,500	\$187	93%
Janitorial Supplies	\$131	\$300	\$169	44%
Pest & Termite Control	\$498	\$3,500	\$3,002	14%
Contracted Services	\$743	\$12,500	\$11,757	6%
Professional Services				
IT	\$1,198	\$8,500	\$7,302	14%
Auditor	\$0	\$10,000	\$10,000	0%
Engineering / Surveying	\$0	\$3,000	\$3,000	0%
Janitorial	\$2,300	\$6,600	\$4,300	35%
Dues and Publications	\$1,177	\$1,200	\$23	98%
Promotional	\$615	\$3,000	\$2,385	21%
Capital Outlay - Other Infrastructure	\$8,930	\$50,000	\$41,070	
CDBG-CV Grant	\$0	\$925,500	\$925,500	0%
Capital Outlay - CDBG-CV Grant	\$0	\$2,000,000	\$2,000,000	0%
General Govt Operations	\$31,058	\$3,095,944	\$3,064,886	

Town of Micanopy, Florida

For period ending December 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Legal</u>				
Contractual- City Attorney	\$6,180	\$38,000	\$31,820	16%
Advertisement	\$150	\$4,000	\$3,850	4%
Total Legal	\$6,330	\$42,000	\$35,670	
<u>Land Development Planning</u>				
Contractual - Planning Services	\$1,137	\$7,000	\$5,863	16%
Advertisement	\$0	\$1,500	\$1,500	0%
Total and Development Planning	\$1,137	\$8,500	\$7,363	
<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	\$72,876	\$3,326,814	\$3,253,938	
<u>Public Works</u>				
<u>Personnel Services</u>				
Salaries	\$9,657	\$33,313	\$23,656	29%
Health Insurance	\$2,805	\$11,000	\$8,195	26%
Overtime	\$192	\$2,500	\$2,308	8%
Part-Time	\$11,251	\$61,737	\$50,486	18%
FICA	\$1,308	\$6,048	\$4,740	22%
Medicare	\$306	\$1,414	\$1,108	22%
Retirement	\$0	\$0	\$0	
Uniforms	\$0	\$300	\$300	
Total Salaries and Benefits	\$25,519	\$116,312	\$90,793	

Town of Micanopy, Florida

For period ending December 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
Operating expenses				
Street Lights	\$1,249	\$21,208	\$19,959	6%
Insurance - Auto	\$1,249	\$4,996	\$3,747	25%
Insurance - Liability	\$99	\$397	\$298	25%
Insurance - Property	\$766	\$3,064	\$2,298	25%
Workmans Comp	\$1,224	\$5,500	\$4,276	22%
School Signal Maintenance	\$0	\$675	\$675	0%
Repairs and Maint- Equip	\$49	\$1,800	\$1,751	3%
Operating Supplies	\$5,605	\$10,000	\$4,395	56%
Uniforms	\$499	\$300	-\$199	166%
Professional Development	\$0	\$500	\$500	
Vehicle Repair / Maintenance	\$0	\$750	\$750	0%
Fuel	\$758	\$5,500	\$4,742	14%
Street Maintenance	\$1,440	\$5,000	\$3,560	29%
Tree Removal	\$1,500	\$7,500	\$6,000	20%
Contract Services	\$0	\$7,500	\$7,500	0%
Capital Outlay	\$23,500	\$42,000	\$18,500	56%
Total Operating Supplies	\$37,938	\$116,690	\$78,752	
Total Public Works	\$63,457	\$233,002	\$169,545	
<u>Public Safety</u>				
Fire Safety Fund Contribution	\$0	\$135,000	\$135,000	0%
Total Public Safety	\$0	\$135,000	\$135,000	

Town of Micanopy, Florida

For period ending December 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Parks</u>				
Operating expenses				
Utilities - parks	\$2,705	\$9,350	\$6,645	29%
Insurance - Property	\$561	\$2,245	\$1,684	25%
Maintenance & Repairs	\$455	\$2,200	\$1,745	21%
Operating Supplies	\$5,101	\$4,000	-\$1,101	128%
Tree City	\$0	\$600	\$600	0%
Special Events - Independence Day	\$0	\$7,500	\$7,500	0%
Special Event - Light up Micanopy	\$548	\$1,500	\$952	37%
Special Event -Halloween	\$0	\$500	\$500	0%
Special Event - Other Events	\$0	\$750	\$750	0%
Wild Spaces Public Places	\$0	\$0	\$0	
Capital Outlay - WSPP	\$2,837	\$280,000	\$277,163	1%
Total Parks	\$12,207	\$308,645	\$296,438	
Total Expenditures	\$148,541	\$4,003,461	\$3,854,921	
Net Revenue Over Expenses	\$113,290	(\$0)	(\$114,791)	

Town of Micanopy, Florida

Solid Waste Fund

For period ending December 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Revenues</u>				
Charges				
Solid Waste Charges	\$27,439	\$121,303	\$93,864	23%
Total Charges	\$27,439	\$121,303	\$93,864	
Total Revenues	\$27,439	\$121,303	\$93,864	
<u>Expenditures</u>				
Contractual Services - Residential	\$0	\$66,900	\$66,900	0%
Contractual Services - Commercial	\$0	\$48,253	\$48,253	0%
Operating Supplies	\$0	\$150	\$150	0%
Transfer to Water Fund	\$0	\$6,000	\$6,000	0%
Total Expenditures	\$0	\$121,303	\$121,303	
Net Revenue Over Expenses	\$27,439	\$0	-\$27,439	

Town of Micanopy, Florida

Water Fund

For period ending December 31, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
Revenues				
Operating Income				
Charges				
Water Use	\$47,663	\$209,470	\$161,807	23%
Service Charge	\$1,199	\$8,000	\$6,801	15%
Backflow Testing	\$0	\$4,500		
New Connection	\$0	\$0	\$0	
Interest	\$2,323	\$8,000	\$5,677	29%
Total Charges	\$51,185	\$229,970	\$174,285	
Other				
Transfer from Solid Waste	\$0	\$6,000	\$6,000	0%
SRF Grant / Loan - Planning & Design	\$0	\$177,500	\$177,500	0%
SRF Grant / Loan - construction	\$0	\$1,442,700	\$1,442,700	0%
Prior year ARPA	\$0	\$301,542	\$301,542	0%
Legislative Appropriations	\$0	\$371,000	\$371,000	0%
CDBG Grant meter replacement	\$0	\$650,000	\$650,000	0%
Total Other	\$0	\$2,948,742	\$1,921,742	
Total Revenues	\$51,185	\$3,178,712	\$2,096,027	

Expenditures

Personnel Services

Salaries - Operation	\$18,532	\$98,937	\$80,405	19%
Overtime	\$1,394	\$5,000	\$3,606	28%
Health Insurance	\$3,307	\$13,200	\$9,893	25%
FICA	\$1,235	\$6,444	\$5,209	19%
Medicare	\$289	\$1,507	\$1,218	19%
Retirement	\$450	\$1,950	\$1,500	23%
Workers Comp	\$500	\$2,000	\$1,500	25%
Total personnel Services	\$25,707	\$129,038	\$103,331	

Operating Expenses

Contractual Services

Water Operator	\$2,469	\$12,000	\$9,531	21%
Audit	\$0	\$7,500	\$7,500	0%
Annual Service Contract	\$12,011	\$12,500	\$489	96%
Backflow Prevention	\$2,880	\$4,500	\$1,620	64%
Billing Software	\$0	\$3,200	\$3,200	0%
Professional Development	\$0	\$2,000	\$2,000	0%
Uniforms	\$514	\$0	-\$514	
Postage	\$600	\$2,500	\$1,900	24%
Utilities - Electricity	\$913	\$7,200	\$6,287	13%
Utilities - Communication Line	\$158	\$750	\$592	21%

Town of Micanopy, Florida

For period ending December 31, 2025

	Actual	Budget	Balance	
		2025		
Insurance				
Liability	\$1,097	\$4,387	\$3,290	25%
Property	\$1,254	\$5,017	\$3,763	25%
Maintenance				
Building	\$105	\$1,000	\$895	11%
Equipment	\$0	\$2,500	\$2,500	0%
Water Testing	\$3,730	\$5,500	\$1,770	68%
Water Line Repairs	\$0	\$2,000	\$2,000	0%
Operating Supplies	\$2,057	\$1,500	-\$557	137%
Office Supplies	\$0	\$750	\$750	0%
Chemicals	\$556	\$7,000	\$6,444	8%
Dues	\$0	\$1,500	\$1,500	0%
Total Operating Expense	\$28,344	\$83,304	\$54,960	
Total Personnel and Operating	\$54,051	\$212,342	\$109,920	
Other				
Capital	\$0	\$5,000	\$5,000	0%
Capital Improvement - Planning & Design	\$0	\$742,600	\$742,600	0%
Capital Improvement - Construction	\$0	\$1,442,700	\$1,442,700	0%
Capital Improvement - Meters	\$0	\$650,000	\$650,000	0%
Transfer to General Fund	\$0	\$1,500	\$1,500	0%
Total Other Expenses	\$0	\$2,841,800	\$2,841,800	
Total Water Fund Expenses	\$54,051	\$3,054,142	\$2,951,720	
Net income/ (loss)	(\$2,866)	\$124,570	(\$855,693)	



Town of _____

Micanopy

Florida

January 13, 2026

Town Administrator's Report
Informational Items Only

Broadband Update

Cox Communications has completed its broadband build within the Town. Residents may now contact Cox directly to sign up for internet service and inquire about available plans.

Vegetation Maintenance – Duke Energy

Duke Energy will be conducting routine vegetation maintenance within the Town over the next two weeks. Trimming will occur along portions of U.S. 441, Division Street, Seminary Avenue, and parts of Chokolka Boulevard. All work will be performed in accordance with Duke Energy's approved Vegetation Maintenance Plan to ensure the safety and reliability of electric service.

Staffing Update – Part-Time Administrative Assistant

As part of the FY budget development process, funding was included for a part-time Administrative Assistant position. The position was advertised, and interviews are scheduled to take place this week. If selected, the new hire will provide administrative support across multiple functions and help establish improved separation of duties for tasks currently handled by the Town Administrator due to limited staffing levels. This position is intended to strengthen internal controls, improve workflow efficiency, and provide greater operational capacity as the Town continues to manage an increasing volume of projects and daily administrative responsibilities.

This report is provided for informational purposes only; no action is requested.



Town of _____

Micanopy
Florida

January 13, 202

Agenda Item: Adoption of Investment Policy for the Town of Micanopy

Recommended Action: Approve Resolution No. 2026-01, adopting an Investment Policy for the Town of Micanopy.

Summary:

The Town currently invests public funds primarily in bank accounts and certificates of deposit. While these practices are conservative, the Town does not have a formal investment policy to guide decision-making, ensure continuity across administrations, and provide clear oversight by the Town Commission.

The proposed Investment Policy establishes:

- Clear legal authority under Florida Statutes
- Conservative, clearly defined investment options
- Safeguards to protect public funds regardless of future staffing changes
- Transparency and reporting requirements for Commission oversight

Adoption of this policy aligns the Town with best practices for Florida municipalities and strengthens fiscal governance.

Fiscal Impact: None.

Plain-Language Explanation

This Investment Policy is intentionally conservative. It does not seek to maximize returns at the expense of safety. Instead, it prioritizes:

1. Protecting taxpayer and utility ratepayer funds
2. Ensuring funds are available when needed
3. Earning a reasonable return consistent with low risk

The policy also assumes that future Town Administrators may have different levels of financial experience. For that reason, it includes:

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(352) 466-3121 Town Hall (352) 466-4912 Fax
townhall@micanopytown.com

- Strict limits on allowable investments
- Short maturity caps
- Prohibitions on complex or speculative products
- Required reporting and documentation

In short, this policy is designed to protect the Town not just today, but years into the future.

Stress-Test Scenarios (Real-World Examples)

Scenario 1: Rapid Interest Rate Increases

If interest rates rise quickly, the Town's laddered, short-term investments mature regularly, allowing reinvestment at higher rates. The Town avoids being locked into long, low-yield instruments.

Scenario 2: Rapid Interest Rate Decreases

If rates fall, the Town's funds remain safe and liquid. While yields decline, the policy prevents yield-chasing into higher-risk products.

Scenario 3: Bank Failure

Because deposits are either fully FDIC-insured or backed by the U.S. government, the Town's principal remains protected. Diversification limits reduce exposure to any single institution.

Scenario 4: Staff Turnover or Inexperience

Clear rules, prohibited actions, checklists, and reporting requirements prevent imprudent decisions regardless of staff experience.

Scenario 5: Unexpected Capital Need

Daily liquidity and short maturities ensure funds are available without penalties or forced sales.



Town of Micanopy Investment Policy

1. Purpose and Scope

The purpose of this Investment Policy is to establish guidelines for the prudent investment of public funds of the Town of Micanopy, Florida ("Town"). The objectives of this Policy are to ensure the safety of principal, maintain adequate liquidity to meet operational needs, and achieve a reasonable rate of return on investments in compliance with Florida law.

This Policy applies to all Town funds that are not otherwise restricted by law, grant agreement, bond covenant, or trust agreement. Pension funds and other funds governed by separate policies or statutory requirements are excluded unless specifically authorized by the Town Commission.

2. Governing Authority

This Policy is adopted pursuant to the authority granted under Chapter 218, Florida Statutes, including Section 218.415, which governs the investment of surplus public funds. All investments shall be made in accordance with applicable state laws, Town ordinances, and resolutions.

3. Investment Objectives and Performance Measurement

The Town's investment activities shall be guided by the following objectives, listed in order of priority:

1. **Safety of Principal** – Preservation of capital is the foremost objective. Investments shall be undertaken in a manner that minimizes risk to principal.
2. **Liquidity** – The investment portfolio shall be structured to ensure the availability of funds to meet all reasonably anticipated cash flow requirements.
3. **Yield** – The portfolio shall be designed to attain a market rate of return consistent with the first two objectives.

The Investment Officer shall periodically measure and evaluate the investment portfolio's performance to ensure compliance with the objectives of **safety of principal, liquidity, and return on investment**, in that order of priority.



Investment performance shall be measured using a **total rate of return** calculation that includes realized income and unrealized gains or losses, and shall be evaluated in relation to appropriate **market benchmarks** that reflect the portfolio’s authorized investments and maturity structure.

The primary benchmark for the portfolio shall be a **short-term, high-quality fixed income index**, such as the 90-Day U.S. Treasury Bill, Florida PRIME, or another benchmark approved by the governing body. Secondary benchmarks may be used for specific funds or longer-duration portfolios, as appropriate.

4. Standards of Care

The standard of care to be used by investment officials shall be the “prudent person” standard, as defined in Section 218.415, Florida Statutes. Investment officials acting in accordance with this Policy and exercising due diligence shall be relieved of personal responsibility for individual investment decisions, provided deviations from expectations are reported and appropriate action is taken.

5. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with the proper execution of the investment program or impair their ability to make impartial investment decisions. Disclosure of any material financial interest in financial institutions with which the Town conducts business shall be made in accordance with Florida law.

6. Delegation of Authority

The Town Commission delegates authority to the Town Administrator or designee to manage the Town's investment program, subject to the safeguards and limitations outlined in this Policy. The Town Administrator is authorized to invest surplus funds only in authorized investment types and in accordance with maturity, diversification, and reporting requirements contained herein.

The Town Administrator shall complete eight (8) hours of continuing education annually in subjects or courses of study related to investment practices and products.

The Town Administrator shall not delegate discretionary investment authority to any third party unless expressly authorized by the Town Commission.



7. Funds and Accounting

Town funds shall be clearly accounted for and reported by fund type. General Fund and Utility Fund monies shall be invested and tracked separately, or accounted for in a manner that clearly allocates principal and earned interest to the appropriate fund. Interest earnings shall be credited to the originating fund unless otherwise directed by the Town Commission.

8. Authorized Financial Institutions and Dealers

The Town shall conduct investment transactions only with financial institutions that are:

- Qualified Public Depositories (QPDs) in the State of Florida, or
- Federally insured financial institutions eligible to receive public funds, or
- Custodial institutions acting on behalf of the Town through authorized programs permitted under Florida law.

The Town Administrator shall maintain a list of authorized institutions and may exclude institutions as deemed necessary to protect the Town's interests.

9. Authorized Investments

Consistent with Section 218.415, Florida Statutes, the following investments are authorized:

- Demand deposit accounts and savings accounts insured by the Federal Deposit Insurance Corporation (FDIC)
- Certificates of deposit insured by the FDIC
- Obligations of the United States Treasury
- Obligations of federal agencies and instrumentalities
- FDIC-insured multi-bank deposit programs administered through a qualified public depository, where funds are allocated among multiple FDIC-insured institutions to provide full insurance coverage

The Town shall not invest in equities, corporate bonds, derivatives, or other speculative investment products.



10. Maturity and Liquidity Requirements

Investments shall be structured to maintain sufficient liquidity to meet anticipated cash flow needs. Unless otherwise authorized by the Town Commission:

- No individual investment shall exceed a final maturity of three (3) years from the date of purchase.
 - Investments with maturities greater than one (1) year shall be limited to obligations of the United States Treasury or federal agencies.
 - Investment maturities shall be staggered (laddered) to reduce interest rate risk and provide ongoing liquidity.
-

11. Diversification

The investment portfolio shall be diversified to the extent practicable to reduce the risk of loss resulting from over-concentration in a single investment type, maturity range, or institution. Unless otherwise approved by the Town Commission:

- No more than fifty percent (50%) of the total portfolio may be invested with any single financial institution, excluding U.S. Treasury obligations.
 - No more than seventy-five percent (75%) of the portfolio may be invested in any one investment category.
-

12. Safekeeping and Custody

All securities shall be held by a third-party custodian designated by the Town. Securities shall be held in the Town's name or in a custodial account clearly identifying the Town as the beneficial owner. Investment officials shall not personally hold or deliver securities.

13. Internal Controls

The Town Administrator shall establish and maintain written internal controls to prevent loss of public funds arising from fraud, employee error, misrepresentation, or imprudent actions. These controls shall be reviewed periodically and updated as necessary.



14. Reporting and Review

The Town Administrator shall provide written investment reports to the Town Commission at least quarterly. Reports shall include, at a minimum:

- Investment balances by fund (General Fund and Utility Fund)
- Maturity dates
- Investment type
- Interest earned during the reporting period
- Compliance with this Policy

Any deviation from this Policy shall be reported promptly to the Town Commission, along with corrective action taken.

The investment program and this Policy shall be reviewed annually.

15. Policy Adoption and Amendments

This Investment Policy shall be adopted by resolution of the Town Commission of the Town of Micanopy. Any amendments to this Policy shall require Town Commission approval.

16. Mandatory Safeguards and Prohibited Actions

To protect the Town from imprudent investment activity and ensure continuity across administrations, the following safeguards apply:

- The use of leverage, derivatives, structured notes, inverse floaters, or similar complex investment products is expressly prohibited.
- The Town shall not invest in equities, corporate bonds, privately placed securities, or instruments not specifically authorized by this Policy.
- Investment decisions shall not be based solely on yield considerations.
- Any investment not explicitly authorized by this Policy is prohibited.
- This Policy shall be provided to all incoming Town Administrators and Finance personnel as part of transition and onboarding materials.



17. Investment Decisions

The Town Administrator shall analyze and select one or more optimal types of investment and competitively bid the security in question when feasible and appropriate. Except as otherwise required by law, the bid deemed to best meet the investment objectives specified in subsection (2) must be selected.

Notwithstanding any other law, when deciding whether to invest and when investing public funds, the Town must make decisions based solely on pecuniary factors and may not subordinate the interests of the people of this state to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns.

The term “pecuniary factor” means a factor that the governing body of the unit of local government, or in the absence of the existence of a governing body, the respective principal officer of the unit of local government, prudently determines is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.

18. Investment Decision Checklist (Mandatory)

Prior to executing any investment transaction, the Town Administrator (or designee) shall complete and retain the following checklist in the Town’s financial records:

1. Funds identified (General Fund or Utility Fund)
2. Investment type is explicitly authorized by the Investment Policy
3. Maturity complies with policy limits
4. Liquidity needs for the next 24 months reviewed
5. Investment does not exceed diversification limits
6. FDIC insurance or U.S. government backing confirmed
7. Interest allocation methodology confirmed
8. Transaction documented for next quarterly report

Completion of this checklist is required for audit and internal-control purposes.

19. Dual Review and Documentation Requirement



To further safeguard public funds:

- Any new investment relationship or investment vehicle (excluding renewals or rollovers of existing authorized investments) shall require written acknowledgement by both the Town Administrator and the Mayor.
- All approved institutions and dealers transacting repurchase agreements shall execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.
- Documentation shall be retained demonstrating compliance with the Investment Policy.

This requirement is intended to provide continuity and institutional oversight regardless of staff turnover.

Adopted by the Town Commission of the Town of Micanopy on: _____

Resolution No.: _____



Town of _____

Micanopy
Florida

RESOLUTION NO. 2026-01

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF MICANOPY, FLORIDA, ADOPTING AN INVESTMENT POLICY FOR THE MANAGEMENT OF PUBLIC FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Micanopy is responsible for the prudent management of public funds; and

WHEREAS, Section 218.415, Florida Statutes, authorizes local governments to invest surplus public funds in accordance with a written investment policy; and

WHEREAS, the Town Commission finds that adoption of a formal Investment Policy promotes transparency, accountability, and continuity in financial management;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF MICANOPY, FLORIDA:

Section 1. The Investment Policy attached hereto and incorporated herein by reference is hereby adopted.

Section 2. The Town Administrator is authorized and directed to implement the Investment Policy in accordance with Florida law and the provisions of the Policy.

Section 3. This Resolution shall become effective immediately upon adoption.

ADOPTED this ___ day of _____, 20.

By:

Attest:

Jiana Williams, Mayor

Patty Polk, Deputy Clerk

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



Town of _____

Micanopy
Florida

January 13, 2026

Agenda Item: Proposed Planning and Engineering Services – EDA Consultants

Background

The Town has recently worked with **EDA Consultants** in two capacities: (1) planning and engineering services associated with the Community Resource Center project, and (2) contracted planning and engineering review of a recent site plan submittal. Staff has been impressed with the quality, timeliness, and professionalism of EDA’s work. Additionally, EDA maintains a strong reputation and currently provides planning and engineering services to several small municipalities within and around Alachua County.

The Town currently contracts with **North Central Florida Regional Planning Council (NCFRPC)** for planning services at an annual cost of approximately \$7,000, regardless of whether services are utilized. While NCFRPC provides valuable regional support, this structure does not allow flexibility or cost efficiency when planning services are not needed in a given year.

Proposal

Staff proposes that the Town consider entering into a professional services agreement with EDA Consultants by piggybacking off a recently executed contract with a similarly sized municipality, in accordance with the Town’s procurement policy. Under this approach, the Town would only incur costs when specific task orders are executed, rather than paying a fixed annual fee.

In addition to planning services, EDA’s engineering capabilities would also be available to the Town under the same agreement, providing added flexibility and continuity for development review, capital projects, and grant-related work.

Financial Considerations

- EDA services would be billed on a task-order basis, allowing the Town to pay only for services actually rendered.
- This approach has the potential to reduce overall planning expenditures while improving responsiveness and service quality.
- If approved, amendments to the Town’s fee schedule will be required to allow EDA’s planning and engineering review fees to be passed through to land development applicants, consistent with current practice for professional review services.

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townhall@micanopytown.com

Staff Recommendation

Staff recommends discussion and consideration of authorizing the Town Administrator to move forward with piggybacking on an existing professional services contract with EDA Consultants for planning and engineering services, subject to legal review, and to bring back any necessary fee schedule amendments for Commission consideration.

**AGREEMENT FOR CONTINUING PROFESSIONAL
PLANNING AND RELATED SERVICES**

THIS AGREEMENT is made this 9th day of July, 2024 between the Town of White Springs, Florida, a municipal corporation, hereinafter referred to as "TOWN", and eda consultants, inc., doing business at 720 SW 2nd Avenue, South Tower, Suite 300, Gainesville, Florida 32601, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS the TOWN is a public entity organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS the TOWN has requested statements of qualifications from qualified firms for professional planning and related services in accordance with Chapter 287.055, Laws of Florida, Consultants Competitive Negotiation Act; and

WHEREAS the TOWN selected the CONSULTANT based on the firm's experience and qualifications in providing the requested services; and

WHEREAS the CONSULTANT is duly licensed to practice in the State of Florida and desires to render the professional services for the TOWN as provided herein; and

WHEREAS CONSULTANT further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

THEREFORE, the TOWN hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the parties agree as follows:

I. TERM

1.1. This Agreement shall be in effect until July 9th, 2025 and shall automatically renew, thereafter, for one-year periods unless action to terminate this Agreement is taken by a party consistent with the provisions of this Agreement. The TOWN, however, may terminate the Agreement earlier subject to the terms herein.

II. TIME IS OF THE ESSENCE

2.1. CONSULTANT acknowledges that time is of the essence in the completion of tasks and services specified herein. CONSULTANT further agrees that the completion of all tasks and services specified in this Agreement are of vital importance to the TOWN and the TOWN will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

III. SERVICES

3.1. CONSULTANT agrees to perform services listed in the RFQ number 2024-004, hereto attached as Exhibit "A" and Response to RFQ number 2024-004 which is incorporated herein, and any related services as may be required.

3.2. CONSULTANT agrees to perform services in accordance with Work Orders and other directions consistent with this Agreement issued by the TOWN to the CONSULTANT from time-to-time. The CONSULTANT shall provide all labor, services, equipment, materials, and supplies necessary to accomplish the provision of the services set forth herein.

3.3. CONSULTANT shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement and upon the execution of a Work Order.

3.4. While CONSULTANT is not an employee of the TOWN, CONSULTANT shall be an independent contractor of the TOWN during the term of this Agreement and shall advise and consult the TOWN as required.

3.5. CONSULTANT represents to TOWN that the services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in CONSULTANT'S trade in general and that CONSULTANT'S services shall conform to professional standards and in accordance with this Agreement.

3.6. CONSULTANT represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the tasks and services provided for herein in a professional and competent manner.

IV. COMPLIANCE WITH STATE AND OTHER LAWS

4.1. CONSULTANT shall comply with any and all applicable federal, state, and local laws, rules, and regulations as the same exist and may be amended from time to time.

V. USE OF AGENTS OR ASSISTANTS

5.1. To the extent reasonably necessary to enable the CONSULTANT to perform his, her or its duties hereunder, the CONSULTANT shall be authorized to engage the services of any agents or assistants which he, she or it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of his, her or its duties. All cost of the services of, or expenses incurred by such agents or assistants shall be paid by CONSULTANT.

VI. PROJECT MANAGEMENT

6.1. CONSULTANT shall appoint a Project Manager who shall meet with the TOWN Manager to coordinate, review and insure performance by CONSULTANT under this Agreement. The TOWN Manager shall oversee the daily administration of the tasks to be performed by CONSULTANT under this Agreement.

VII. FEE AND BILLING

7.1. For services to be rendered under this Agreement, the CONSULTANT shall be entitled to the agreed upon fee rates, as listed in Exhibit "B", or as otherwise defined by an approved Work Order for services performed. Should the TOWN require additional services not included in an approved Work Order, fees and payment for such services will be set forth in a separate Additional Services Addendum, as authorized, in writing, by the TOWN.

7.2. CONSULTANT shall submit an itemized billing to the TOWN Manager for approval prior to receiving compensation. Billing shall include an itemized summary of total costs and shall be made at no more than monthly intervals. All billings shall include a description of the status of efforts, a brief itemization of costs associated with each project or project phase, and the total phase or project costs to date.

7.3. CONSULTANT shall be paid in thirty (30) days from approved invoice for services and, by accepting final payment, waives all claims except those which it has previously made in writing, and which remain unsettled at the time of acceptance.

VIII. SETTLEMENT OF CLAIMS

8.1. All claims, disputes, and other matters in question between the CONSULTANT and the TOWN arising out of, or relating to, this Agreement and/or the Contract Documents or the breach thereof, except for claims that have been waived by the making or acceptance of final payment, shall be settled through negotiations between the TOWN Manager and the CONSULTANT. In the event an agreement is not consummated at this negotiation level, the dispute will then be submitted to the TOWN Commission for a decision. The TOWN'S decision shall be final and conclusive upon the parties thereto; however, nothing in the Agreement shall be construed as denying either party from seeking judicial relief or pursuing any other legal remedy.

IX. RETENTION OF RECORDS AND AUDIT BY TOWN

9.1. CONSULTANT shall maintain all books, documents, papers, and shall permit the TOWN or any authorized representatives of the TOWN, at all reasonable times, access to and the right to examine all records, books, papers or documents related to CONSULTANT's performance under this Agreement including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement. CONSULTANT shall maintain such records for a period of not less than ten (10) years from the date of final payment under this Agreement.

X. ACCURACY OF WORK

10.1. CONSULTANT shall be responsible for and hereby warrants the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the CONSULTANT without additional compensation or undue delay. Acceptance of the work by the TOWN will not relieve the CONSULTANT of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

10.2. At any time during the project, the CONSULTANT shall confer with the TOWN for the purpose of interpreting the information prepared and/or to correct any errors and/or omissions without added compensation even though final payment may have been received.

10.3. CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to the TOWN caused by the CONSULTANT'S negligent performance of any of the services furnished under this Agreement except for errors, omissions, or other deficiencies to the extent attributable to the TOWN, TOWN furnished data, or any third party. CONSULTANT shall not be responsible for any time delays in the project caused by circumstances beyond the CONSULTANT'S control.

XI. INSURANCE

11.1. CONSULTANT shall at all times during this Agreement maintain such insurance as is generally available at reasonable expense to businesses similarly situated and as will protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; from claims for injury to or destruction of tangible property, including loss of use resulting therefrom; and any claims of malpractice or professional liability - any or all of which may arise out of or result from any action of CONSULTANT or its employees in its performance of this Agreement.

11.2. A Certificate of Coverage shall be provided to the TOWN at the time CONSULTANT signs this Agreement.

11.3. Nothing in this Agreement shall be construed as a waiver of the TOWN'S sovereign immunity as provided for under Chapter 768, Florida Statutes.

XII. INDEMNITY

12.1. CONSULTANT shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the TOWN and its officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage), costs and expenses (including investigation costs, attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligent acts, errors or omissions during or which are alleged to have arisen out of or to have been connected with, CONSULTANT'S performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone CONSULTANT directly or indirectly employed). CONSULTANT shall not be obligated to indemnify the TOWN for the TOWN's own negligence.

12.2. CONSULTANT's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon CONSULTANT whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

XIII. DEFAULTS, TERMINATION OF AGREEMENT

13.1. The TOWN reserves the right to terminate this Agreement at any time, for any reason, upon thirty (30) days written notice to CONSULTANT. In the event of such termination, the CONSULTANT shall be paid by the TOWN for all services actually, timely, and faithfully rendered, up to receipt of the notice of termination and, thereafter, until the date of termination, the CONSULTANT shall be paid only for such services as are specifically authorized in writing by the TOWN. Upon termination and payment for services rendered, CONSULTANT shall provide and turn over to TOWN all documents, review, reports, etc. prepared up to and including the date of such termination.

XIV. ENTIRE AGREEMENT

14.1. This Agreement, including any and all attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreements are superseded by this written Agreement and are not intended to be integrated herein. Any supplement or amendment to this Agreement, to be effective, shall be in writing and signed by CONSULTANT and TOWN.

XV. ASSIGNMENT

15.1. Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and CONSULTANT. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and CONSULTANT, and not for the benefit of any other party. CONSULTANT shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without the TOWN's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

15.2. In the event the TOWN consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions. This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XVI. WAIVER OF BREACH

16.1. The waiver of either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

XVII. ATTORNEY'S FEES

17.1. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he, she or it may be entitled, whether at the trial or appellate level.

XVIII. GOVERNING LAW

18.1. The validity, interpretation and/or performance of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Alachua County, Florida.

XIX. NOTICES

19.1. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should the TOWN or CONSULTANT have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from CONSULTANT to the TOWN shall be given to the TOWN addressed as follows:

TOWN:

Vanessa George, Town Manager
Town of White Springs
P.O. Drawer D
10363 Bridge Street
White Springs, FL 32096
Tel. No.: (386) 397-2310

CONSULTANT:

eda consultants, inc.
720 SW 2nd Avenue
South Tower, Ste 300
Gainesville, Florida 32601
Tel. No.: (352) 373-3541

XX. PUBLIC RECORDS

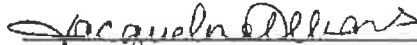
20.1. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT (386) 397-2310, manager@whitespringsfl.us, and 10363 Bridge Street, White Springs, FL 32096.

XXI. SEVERABILITY

21.1. Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

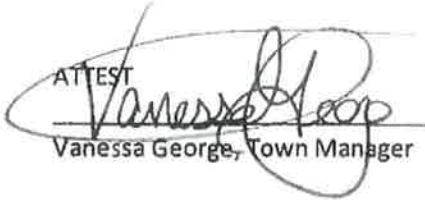
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized to so act, as of the date and year first herein above written.

TOWN OF WHITE SPRINGS



Jacqueline Williams, Mayor

Date: 9/9/2024

ATTEST


Vanessa George, Town Manager

eda consultants, inc.


Sergio Reyes, P.E., President

Date: 9/9/2024

Exhibit "A"
RFQ Number 2404-004

Exhibit "B"
eda consultants, inc.
Fee Rate Table



Rate Table as of 7/9/2024	
Principal P.E.	\$250.00
AICP, LEED AP Planner	\$175.00
Planner, AICP	\$110.00
Staff Asst.	\$60.00
Project Manager	\$150.00
Staff P.E. I	\$120.00
Staff P.E. II	\$150.00
Staff P.E. III	\$175.00
CADD Designer	\$100.00
Sr. CADD Designer	\$110.00
Staff P.S.M. I	\$100.00
Staff P.S.M. II	\$122.00
Staff P.S.M. III	\$140.00
Project Engineer	\$100.00
Expert Witness	\$450.00
Project Coordinator	\$75.00
Production Manager	\$120.00
Intern	\$75.00
Project Accountant	\$150.00