



Town Commission Regular Meeting Agenda

Tuesday, October 14, 2025 at 7:00 PM

706 NE Cholokka BLVD

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

CONSENT AGENDA

1. Agenda Approval
2. Regular Commission Meeting Minutes of September 9, 2025
Tentative Budget Hearing Meeting Minutes of September 16, 2025
Final Budget Hearing Meeting Minutes of September 29, 2025
3. Tentative Budget Hearing
4. Final Budget Hearing - Minutes

GUESTS

5. Micanopy Branch Library Update
6. Willie Mae Stokes Community Center

CITIZEN'S FORUM

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

TOWN COMMISSION LIAISON REPORTS

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

CITIZEN BOARD AND COMMITTEE REPORTS

10. Planning and Historic Preservation Board
11. Tree Committee

TOWN ATTORNEY REPORT

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

12. Presentation of the 2024 Fiscal Year Audit
13. Emergency Purchases

TOWN ADMINISTRATOR REPORT

- 14. Report
Informational Only
- 15. Forward Focus Participation

- 16. Proposed Lift Purchase
- 17. Task Order with EDA

NEW BUSINESS

- 18. Consideration of Counteroffer for Land Purchase – Community Resource Center (CDBG-CV grant)
- 19. Purchase Approval for Traffic Control Devices
- 20. Agreement with North Central Florida Regional Planning Council (NCFRPC) for Planning Services for fy26
- 21. Agreement with Micanopy Athletic Association

UNFINISHED BUSINESS

- 22. Woodard & Curran Presentation

TOWN COMMISSIONER REPORTS

- 23. Commissioner (Seat 1) Judy Galloway
- 24. Commissioner (Seat 3) David Massey
- 25. Commissioner (Seat 4) Kevin Putansu
- 26. 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, September 09, 2025 at 7:00 PM

706 NE Chokolka BLVD

CALL TO ORDER

Mayor Jiana Williams called the meeting to order 7:11 pm.

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

Commissioners Present

Mayor Jiana Williams

Mayor Pro Tem Kevin Putansu

Commissioner Judy Galloway

Commissioner David Massey

Commissioners Absent

Commissioner Ken Wessberg

Staff Present

Attorney A Derek Folds

Town Administrator Sara Samario

Deputy Town Clerk Patty Polk

CONSENT AGENDA

Motion made and seconded (Galloway/Putansu) to accept the consent agenda as submitted; passed 4-0

1. Agenda Approval
2. Regular Commission Meeting Minutes of August 12, 2025

GUESTS

3. Micanopy Branch Library Update
Micanopy Librarian Wendy Schneider gave a verbal report.
4. Willie Mae Stokes Community Center
Bishop Christopher Stokes gave a verbal report.
5. Micanopy Broadband Update
Aimee Pfannenstiel, COX representative

Aimee Pfannenstiel, COX representative, gave a verbal report. Discussing Cox's background and history. The projected completion date is November 2025.

CITIZEN'S FORUM

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

Mayor Jiana Williams addressed the audience, stating that if you are here to discuss the Micanopy Area Cooperative School (MACS), we cannot talk about MACS at this meeting to protect our integrity.

Arron Weber requested funds from the commission to cover the cost of minor signs to help educate people about the species of plants. They are approximately \$200.00 total—Mr. Weber to obtain more details on the signs and cost, and bring them back to the commission next month.

Valerie Roberts questioned if the town can purchase a sound system for the commission chambers.

Phil Irwin discussed an opportunity to turn the firehouse into a museum. He was the fire chief in Micanopy for 20 years; he would gladly get it running and manage the firehouse museum.

Brenda Maynard, Principal, Micanopy Area Cooperative School (MACS), gave a verbal report. This year is off to a great start, running smoothly. On September 11, 2025, they will have a day of remembrance for first responders. Mrs. Maynard invites everyone to volunteer at MACS. Please get in touch with her to be paired with a volunteer opportunity.

Judge Jonathan Ramsey introduced himself and encouraged questions that he would answer. He will run for Judge next August 2026.

Sandra Newman encourages everyone to attend the Micanopy Garden Exchange from 11:00 am to 2:00 pm on September 20, 2025.

TOWN COMMISSION LIAISON REPORTS

6. Alachua County League of Cities

Mayor Jiana Williams, Commissioner David Massey, and Sara Samario attended the Florida League of Cities conference.

7. Alachua County Children's Trust

Mayor Jiana Williams provided a video and hopes that it will play. The billboards are up; watch for them on I-75. We need to approach children at a very young age and not wait until middle school.

8. Thrasher Warehouse Board

Bud DesForges, Thrasher Warehouse president, gave a verbal report. Main focus is on the Fall Festival November 1st and 2nd, 2025. Commissioner Ken Wessberg is our board liaison.

Bud DesForges took this opportunity to speak of the need for audio-video equipment for the commission chambers.

CITIZEN BOARD AND COMMITTEE REPORTS

9. Planning and Historic Preservation Board

Administrator Samario gave a verbal report of the special called P&HPB meeting. No action was taken.

10. Tree Committee

Paul Cohen stated that they haven't met this summer.

TOWN ATTORNEY REPORT

11. Resolution 2025-04

A RESOLUTION OF THE OF TOWN OF MICANOPY, FLORIDA, DESIGNATING AN ADMINISTRATIVE AUTHORITY TO RECEIVE, REVIEW AND PROCESS PLAT OR REPLAT SUBMITTALS, AND DESIGNATING AN ADMINISTRATIVE OFFICIAL RESPONSIBLE FOR APPROVING, APPROVING WITH CONDITIONS OR DENYING PLATS OR REPLATS, PURSUANT TO SECTION 177.071, FLORIDA STATUTES, AS AMENDED; REPEALING RESOULTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE

Attorney A. Derek Folds read Resolution 2025-04 on title. She explained the resolution in layman's terms. Discussion ensued.

Motion made and seconded (Galloway/Massey) to adopt Resolution 2025-04 as submitted; passed 4-0

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

12. Financial Reporting for Period Ending August 31, 2025

Administrator Sara Samario presented the financial reports.

Discussion ensued.

Motion made and seconded (Putansu/Galloway) to accept the financial reports as submitted; passed 4-0

TOWN ADMINISTRATOR REPORT

13. Report

Administrator Samario presented:

Street light repair requests. At the Florida League of Cities conference, they spoke with Duke Energy representatives and learned the best way to report street light problems, including purple lights, is on our website. Visit micanopytown.com, select the Community Tab, then the Local Contacts & Services tab, and finally find the Duke Energy Street Light Repair link.

Our website is almost complete and is still a work in progress.

We are going to rent a street striping machine and will stripe our streets.

A road inventory, assessment, and condition are tasks in our near future.

NEW BUSINESS

14. Woodard & Curran Presentation

Mike New, Woodard & Curran, will present

Mike New, Woodard & Curran gave a presentation.

Discussion ensued at length.

Motion made and seconded (Massey/Galloway) to approve \$262,300 for Task 1 of the proposed task order for our Water Treatment Facility Improvements; passed 4-0

15. Alachua County Bike/Ped Master Plan

Presentation by Aaron Webber

Aaron Weber gave a presentation regarding the Alachua County Bike/Ped Master Plan.

Discussion ensued.

Motion made and seconded (Putansu/Galloway) to have a workshop on becoming a trail town; passed 4-0

16. Trunk-or-Treat in Micanopy

Set for the proposed date of Friday, October 24, 2025, and discuss closing Chokolka Blvd for the event.

Mayor Jiana Williams discussed Trunk or Treat in Micanopy. Last year we held it on Halloween evening. This year, the Festival will not allow this, and she is suggesting holding the event on October 24, 2025 and closing the street for the safety of everyone.

Discussion ensued at length.

Motion made and seconded (Massey/Putansu) to allow shutting down Chokolka Blvd for this event; passed 4-0

UNFINISHED BUSINESS

TOWN COMMISSIONER REPORTS

17. Commissioner (Seat 1) Judy Galloway

Commissioner Judy Galloway is glad to see everyone here. She is looking forward to the Fall Festival. She is 73 years old now. Thank you to everyone for all they do.

Patty Crass announced that Marlene Oberst passed away this week.

18. Commissioner (Seat 3) David Massey

Commissioner Massey stated that it was a good meeting and thank you for joining us.

19. Commissioner (Seat 4) Kevin Putansu

Mayor Pro Tem Kevin Putansu thanked everyone for coming.

20. Commissioner (Seat 5) Ken Wessberg

Commissioner Wessberg absent with notice.

MAYOR (SEAT 2) JIANA WILLIAMS REPORT

Mayor Jiana Williams shared a quote, and she hopes that you find something positive in everything you do.

ADJOURN

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Mayor Williams adjourned the meeting 9:35 pm



Final Budget Hearing Minutes

Monday, September 29, 2025 at 6:00 PM

706 NE Chokolka BLVD

CALL TO ORDER

Mayor Jiana Williams called the meeting to order 6:03 pm

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

Commissioners:

Mayor Jiana Williams, present

Mayor Pro Tem Kevin Putansu, present

Commissioner David Massey, present

Commissioner Judy Galloway, absent with notice

Commissioner Ken Wessberg, absent with notice

OPEN PUBLIC HEARING

Mayor announces the proposed millage rate of 5.2000 mills

Mayor Jiana Williams opened the public hearing.

RESOLUTION 2025-07, Adoption of millage for FY26

Motion made and seconded (Massey/Putansu) to accept the millage rate for FY26 with Resolution 2025-07 as submitted; passed 3-0

- 1. RESOLUTION 2025-07

Motion made and seconded (Massey/Putansu) to accept the millage rate for FY26 and approve Resolution 2025-07 as submitted; passed 3-0

RESOLUTION 2025-08, Adoption of operating budget for FY26

- 2. RESOLUTION 2025-08

Motion made and seconded (Putansu/Massey) to adopt the operating budget for FY26 with Resolution 2025-08 as submitted; passed 3-0

Mayor Jiana Williams closed the budget hearing.

ADJOURN

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Mayor Jiana Williams adjourned the meeting 6:08 pm

**TOWN OF MICANOPY, FLORIDA
FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

Principal Officials as of September 30, 2024:

TOWN COMMISSION

Jiana Williams, Mayor

Judy Galloway

David Massey

Kevin Putansu

Ken Wessberg

TOWN ADMINISTRATOR

Sara Samario

TOWN OF MICANOPY, FLORIDA
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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Town Commission,
Town of Micanopy, Florida:

Report on the Audit of the Financial Statements

Qualified and Unmodified Opinions

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Micanopy, Florida, (the Town), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Unmodified Opinion on the General Fund

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the General Fund of the Town as of September 30, 2024, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Qualified Opinions on the Governmental Activities, Business-type Activities, and Utility Fund

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinions section, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and the Utility Fund of the Town as of September 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Qualified and Unmodified Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis for Qualified Opinions on Governmental Activities, Business-type Activities, and Utility Fund

As discussed in Note (8) to the financial statements, the Town has not implemented the provisions of GASB Statement No. 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. Accounting principles generally accepted in the United States of America require recording of an obligation for postemployment benefits other than pensions, which would increase liabilities, decrease net position, and change the expenses in the governmental activities, business-type activities, and Utility Fund. The effects of this departure from accounting principles generally accepted in the United States of America on the governmental activities, the business-type activities, and the Utility Fund has not been determined.

Responsibilities of Management for the Financial Statements

The Town's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Emphasis of Matter

As discussed in Note (7) to the financial statements, certain errors resulting in overstatements and understatements of amounts previously reported as of September 30, 2023, were discovered by us and corrected by management. Accordingly, an adjustment has been made to governmental activities net position, general fund balance, and enterprise fund balance. Our opinion is not modified with respect to that matter.

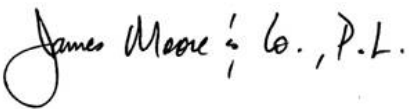
Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the schedule of changes in the Town’s total OPEB liability and related ratios that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board. Our opinions on the basic financial statements are not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 8, 2025, on our consideration of the Town’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town’s internal control over financial reporting and compliance.



Gainesville, Florida
October 8, 2025

**TOWN OF MICANOPY, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2024**

This discussion and analysis of the Town of Micanopy financial performance provides an overview of the Town's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the Town's financial statements, which follow this section.

The following are various financial highlights for fiscal year 2024:

- The Town's overall net position increased by \$159,708. Net position of business-type activities decreased by \$31,087, while net position of governmental activities increased by \$190,795.
- Total ending unrestricted net position was \$2,290,108.

OVERVIEW OF THE BASIC FINANCIAL STATEMENTS

This annual report contains government-wide financial statements that report on the Town's activities as a whole and fund financial statements that report on the Town's two individual funds.

Government-wide Financial Statements

The first financial statement is the Statement of Net Position. This statement includes all of the Town's assets and liabilities using the accrual basis of accounting. Accrual accounting is similar to the accounting used by most private-sector companies. All of the current year revenues and expenses are recorded, regardless of when cash is received or paid. Net position – the difference between assets and liabilities – can be used to measure the Town's financial position.

The second financial statement is the Statement of Activities. This statement is also shown using the accrual basis of accounting. It shows the increases and decreases in net position during the fiscal year. Over time, the increases or decreases in net position are useful indicators of whether the Town's financial health is improving or deteriorating. However, other non-financial factors, such as road conditions or changes in the tax base, must also be considered when assessing the overall health of the Town.

In these statements, the Town's activities are divided as follows:

- Governmental activities – Most of the Town's basic services are reported here, including administration, public safety, road and bridge, and maintenance. Taxes and charges for services finance most of these activities.
- Business-type activities – These activities are financed in whole or in part by fees charged to external parties for good or services. The activities of the water services are reported as business-type activities.

TOWN OF MICANOPY, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2024
(Continued)

Fund Financial Statements

Following the government-wide financial statements are the fund financial statements. They provide more detailed information about the Town's funds.

- Governmental funds – The General Fund is the Town's only governmental fund. This fund is accounted for using modified accrual accounting. Modified accrual accounting focuses on available cash and other financial assets that can readily be converted to cash. This provides a shorter-term view of the governmental fund's financial position. A reconciliation is provided with these statements, which helps to explain the difference between the fund financial statements and the government-wide financial statements.
- Proprietary funds – The Utility Fund is the Town's only proprietary fund. Proprietary funds are reported using the accrual basis of accounting and, accordingly, there is a correlation between the amounts reported in the fund financial statements and the amounts reported in the government-wide financial statements.

CONDENSED FINANCIAL INFORMATION The following tables present condensed, government-wide comparative data about net position and changes in net position.

	2024		
	Governmental Activities	Business-type Activities	Total
Current and other assets	\$ 2,458,806	\$ 414,421	\$ 2,873,227
Capital assets	1,412,891	930,288	2,343,179
Total assets	<u>3,871,697</u>	<u>1,344,709</u>	<u>5,216,406</u>
Long-term liabilities outstanding	8,214	7,910	16,124
Other liabilities	251,679	125,108	376,787
Total liabilities	<u>259,893</u>	<u>133,018</u>	<u>392,911</u>
Net position:			
Net investment in capital assets	1,412,891	930,288	2,343,179
Restricted	190,208	-	190,208
Unrestricted	2,008,705	281,403	2,290,108
Total net position	<u>\$ 3,611,804</u>	<u>\$ 1,211,691</u>	<u>\$ 4,823,495</u>
	2023		
	Governmental Activities	Business-type Activities	Total
Current and other assets	\$ 2,615,395	\$ 384,084	\$ 2,999,479
Capital assets	1,238,944	890,724	2,129,668
Total assets	<u>3,854,339</u>	<u>1,274,808</u>	<u>5,129,147</u>
Long-term liabilities outstanding	17,123	12,474	29,597
Other liabilities	492,555	30,080	522,635
Total liabilities	<u>509,678</u>	<u>42,554</u>	<u>552,232</u>
Net position:			
Net investment in capital assets	1,238,944	890,724	2,129,668
Restricted	332,958	-	332,958
Unrestricted	1,772,759	341,530	2,114,289
Total net position	<u>\$ 3,344,661</u>	<u>\$ 1,232,254</u>	<u>\$ 4,576,915</u>

**TOWN OF MICANOPY, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2024
(Continued)**

OVERALL FINANCIAL POSITION AND RESULTS OF OPERATIONS

Governmental Activities

The net position of the Town's Governmental Activities increased by \$190,795. Total program revenues are reported at \$75,000 primarily from grant income, while general revenues remained consistent with the prior year at \$778,133. Total program expenses are reported at \$662,338 a reduction from the prior year mainly due to lower capital and maintenance expenditures following completion of storm-related repairs during 2023.

Business-type Activities

Revenues of the Utility Fund were reported at \$302,049, representing a moderate decline from the prior year due to slightly lower customer usage and billing. Total expenses were \$333,136 including \$35,436 in depreciation. Overall the Utility Fund's net position decrease by \$31,087, reflecting stable operations with no major system repair projects undertaken during 2024.

THE TOWN'S INDIVIDUAL FUNDS

General Fund - The General Fund's cash position decreased slightly and reflects cash and investments of \$2,562,992 compared with \$2,603,378 in the prior year. The General Fund also reflects a receivable balance of \$11,095. Liabilities in the General Fund include a total accounts payable reported at \$19,189. Fund balance is reported at \$2,213,075 which reflects an increase of \$90,235.

Utility Fund - The Utility Fund's financial position reflects little change. The cash position is slightly decreased and is reported at \$211,209. Total assets in the Utility fund are reported at \$1,344,709. Total liabilities have increased by \$90,464 primarily due to higher accounts payable and customer deposits associated with ongoing service connections and maintenance activities. Total net position is recorded at \$1,211,691 which is a decrease of \$20,563 from the prior year.

BUDGETARY HIGHLIGHTS

There were a few changes between the original and final budgets for the General Fund.

Revenues of the General Fund were less than budgeted amounts by \$3,128,737 primarily due to grant funded projects that were budgeted but not yet started during 2024. General Fund expenditures were less than budgeted amounts by \$3,139,944 as those capital project costs were not incurred during the fiscal year. Operating revenues and day-to-day expenditures remained consistent with budgeted levels.

CAPITAL ASSETS

Capital Assets

During the year, the Town invested \$241,366 in capital outlay, including facility improvements and equipment replacements. Capital assets for governmental activities totaled \$1,412,891 (net of depreciation). The Utility Fund reported \$75,000 in construction in progress for a planned water system improvement. For further information on smaller purchases, please refer to the note to the accompanying financial statements entitled *Capital Assets* for more detailed information about the Town's capital asset activity.

ECONOMIC FACTORS

We are not currently aware of any conditions that are expected to have a significant effect on the Town's financial position or results of operations. The Town continues to maintain a stable revenue base and sufficient reserves to meet ongoing obligations.

CONTACTING THE TOWN'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the Town's finances and to show the Town's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact Town Administrator at P.O. Box 137, Micanopy, Florida 32667, or by calling (352)466-3121.

TOWN OF MICANOPY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
ASSETS			
Cash and cash equivalents	\$ 812,957	\$ 182,641	\$ 995,598
Investments	1,750,035	-	1,750,035
Receivables	11,095	47,248	58,343
Internal balances	(154,898)	154,898	-
Due from other governments	39,617	1,066	40,683
Restricted assets:			
Cash and cash equivalents	-	28,568	28,568
Capital assets:			
Non-depreciable	701,643	20,770	722,413
Depreciable, net	711,248	909,518	1,620,766
Total assets	<u>\$ 3,871,697</u>	<u>\$ 1,344,709</u>	<u>\$ 5,216,406</u>
LIABILITIES			
Accounts payable and accrued liabilities	\$ 19,189	\$ 86,267	\$ 105,456
Customer deposits	-	28,568	28,568
Unearned revenue	226,542	4,545	231,087
Noncurrent liabilities:			
Due within one year:			
Compensated absences	5,948	5,728	11,676
Due in more than one year:			
Compensated absences	8,214	7,910	16,124
Total liabilities	<u>\$ 259,893</u>	<u>\$ 133,018</u>	<u>\$ 392,911</u>
NET POSITION			
Net investment in capital assets	\$ 1,412,891	\$ 930,288	\$ 2,343,179
Restricted for:			
Transportation	37,174	-	37,174
Wild spaces	153,034	-	153,034
Unrestricted	2,008,705	281,403	2,290,108
Total net position	<u>\$ 3,611,804</u>	<u>\$ 1,211,691</u>	<u>\$ 4,823,495</u>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MICANOPY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 316,596	\$ -	\$ 75,000	\$ -	\$ (241,596)	\$ -	\$ (241,596)
Public safety	149,852	-	-	-	(149,852)	-	(149,852)
Transportation	151,608	-	-	-	(151,608)	-	(151,608)
Culture and recreation	44,282	-	-	-	(44,282)	-	(44,282)
Total governmental activities	<u>662,338</u>	<u>-</u>	<u>75,000</u>	<u>-</u>	<u>(587,338)</u>	<u>-</u>	<u>(587,338)</u>
Business-type activities:							
Water Utility	214,239	168,501	-	-	-	(45,738)	(45,738)
Solid Waste Utility	118,897	120,242	-	-	-	1,345	1,345
Total business-type activities	<u>333,136</u>	<u>288,743</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(44,393)</u>	<u>(44,393)</u>
Total primary government	<u>\$ 995,474</u>	<u>\$ 288,743</u>	<u>\$ 75,000</u>	<u>\$ -</u>	<u>(587,338)</u>	<u>(44,393)</u>	<u>(631,731)</u>
General revenues:							
Property taxes					223,617	-	223,617
Sales and use taxes					111,388	-	111,388
Franchise fees					46,121	-	46,121
Utility taxes					65,863	-	65,863
Communications surtax					32,105	-	32,105
Licenses and permits					7,204	-	7,204
State revenue sharing					121,794	-	121,794
Fines and forfeitures					22,910	-	22,910
Investment earnings (loss)					92,184	13,306	105,490
Miscellaneous revenues					54,947	-	54,947
Total general revenues					<u>778,133</u>	<u>13,306</u>	<u>791,439</u>
Change in net position					190,795	(31,087)	159,708
Net position - beginning, as restated					3,421,009	1,242,778	4,663,787
Net position - ending					<u>\$ 3,611,804</u>	<u>\$ 1,211,691</u>	<u>\$ 4,823,495</u>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MICANOPY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	General Fund
ASSETS	
Cash and cash equivalents	\$ 812,957
Investments	1,750,035
Receivables	11,095
Due from other governments	39,617
Total assets	<u>\$ 2,613,704</u>
LIABILITIES	
Accounts payable and accrued liabilities	\$ 19,189
Unearned revenue	226,542
Due to other funds	154,898
Total liabilities	<u>400,629</u>
FUND BALANCES	
Restricted for:	
Transportation	37,174
Wild spaces	153,034
Assigned to:	
Town hall renovation	84,700
Fire station renovation	106,178
Unassigned	1,831,989
Total fund balances	<u>2,213,075</u>
Total liabilities and fund balances	<u><u>\$ 2,613,704</u></u>

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MICANOPY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

Fund balances - total governmental funds		\$ 2,213,075
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds		
Total governmental capital assets	2,502,873	
Less: accumulated depreciation	<u>(1,089,982)</u>	1,412,891
Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities and other long-term liabilities consist of the following:		
Compensated absences		(14,162)
Net position of governmental activities		<u><u>\$ 3,611,804</u></u>

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MICANOPY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	General Fund
Revenues	
Taxes	\$ 479,094
Licenses and permits	6,162
Intergovernmental	198,236
Fines and forfeitures	22,910
Investment income	92,184
Miscellaneous	54,547
Total revenues	853,133
Expenditures	
Current:	
General government	304,067
Public safety	140,216
Transportation	115,927
Economic environment	7,000
Culture and recreation	30,670
Capital outlay	241,366
Net change in fund balances	13,887
Fund balances , beginning of year, as restated	2,199,188
Fund balances , end of year	\$ 2,213,075

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MICANOPY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balances - total governmental funds \$ 13,887

Differences in amounts reported for governmental activities in the statement of activities are:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.

Capital outlay expenditures	241,366
Depreciation expense	(67,419)

are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available.

These adjustments are as follows:

Change in compensated absences liability	2,961
--	-------

Change in net position of governmental activities \$ 190,795

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MICANOPY, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2024

	<u>Enterprise Fund</u>
ASSETS	
Current assets:	
Cash and cash equivalents	\$ 182,641
Restricted cash	28,568
Accounts receivable	47,248
Due from other governments	1,066
Due from other funds	154,898
Total current assets	<u>414,421</u>
Noncurrent assets:	
Capital assets:	
Land	20,770
Buildings	1,229,035
Equipment	50,746
Construction in progress	75,000
Accumulated depreciation	(445,263)
Total noncurrent assets	<u>930,288</u>
Total assets	<u>\$ 1,344,709</u>
LIABILITIES	
Current liabilities:	
Accounts payable and accrued liabilities	\$ 86,267
Deposits - payable from restricted cash	28,568
Unearned revenue	4,545
Compensated absences	5,728
Total current liabilities	<u>125,108</u>
Noncurrent liabilities:	
Compensated absences	7,910
Total noncurrent liabilities	<u>7,910</u>
Total liabilities	<u>\$ 133,018</u>
NET POSITION	
Net investment in capital assets	\$ 930,288
Unrestricted	281,403
Total net position	<u>\$ 1,211,691</u>

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MICANOPY, FLORIDA
STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Enterprise Fund
Operating revenues	
Water Utility	
Charges for services	\$ 168,501
Solid Waste Utility	
Charges for services	120,242
Total operating revenues	288,743
Operating expenses	
Water Utility	
Personnel services	106,630
Operating expenses	72,173
Solid Waste Utility	
Operating expenses	118,897
Depreciation	35,436
Total operating expenses	333,136
Operating income (loss)	(44,393)
Nonoperating revenues (expenses)	
Interest earnings	13,306
Total nonoperating revenues (expenses)	13,306
Change in net position	(31,087)
Net position , beginning of year, as restated	1,242,778
Net position , end of year	\$ 1,211,691

The accompanying notes to financial statements are an integral part of this statement.

**TOWN OF MICANOPY, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

	Enterprise Fund
Cash flows from operating activities	
Cash received from customers	\$ 278,119
Cash paid to employees	(105,466)
Cash paid to suppliers	(106,833)
Net cash provided by (used in) operating activities	65,820
Cash flows from noncapital financing activities	
Interfund loans	(7,283)
Net cash provided by (used in) noncapital financing activities	(7,283)
Cash flows from capital and related financing activities	
Acquisition and construction of capital assets	(75,000)
Net cash provided by (used in) capital and related financing activities	(75,000)
Cash flows from investing activities	
Net cash provided by (used in) investing activities	13,306
Net change in cash and cash equivalents	(3,157)
Cash and cash equivalents, beginning of year	214,366
Cash and cash equivalents, end of year	\$ 211,209
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:	
Operating income (loss)	\$ (44,393)
Adjustments to reconcile net operating income to net cash provided by (used in) operating activities:	
Depreciation	35,436
Changes in assets and liabilities:	
Accounts receivable	(14,621)
Due from other governments	(1,066)
Accounts payable and accrued liabilities	84,237
Deposits	518
Unearned revenue	4,545
Compensated absences	1,164
Net cash provided by (used in) operating activities	\$ 65,820
Cash and cash equivalents classified as:	
Unrestricted	\$ 182,641
Restricted	28,568
Total cash and cash equivalents	\$ 211,209

The accompanying notes to financial statements are an integral part of this statement.

TOWN OF MICANOPY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) Summary of Significant Accounting Policies:

The financial statements of the Town of Micanopy, Florida (the Town), have been prepared in accordance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles. The following is a summary of the Town's significant accounting policies:

(a) **Reporting entity**—The Town is a political subdivision of the State of Florida, created under the provisions of Chapter 165, *Florida Statutes*. The Town was established under Chapter 24723 (Special Acts of 1947) of the Florida Legislature. The present Town of Micanopy was created and governed under the Charter of the Town of Micanopy, effective January 1, 1983. Accordingly, it is controlled by the Florida Constitution and various Florida Statutes as well as its own local charter, ordinances and policies. It is governed by an elected Commission, which appoints the Mayor. Pursuant to the Town's charter, the Administrator is also appointed by the Commission.

The accompanying financial statements present the financial position, results of operations, and cash flows of the applicable funds governed by the Town Commission of the Town, the reporting entity of government for which the Town Commission is considered to be financially accountable. In evaluating the Town as a reporting entity, management has addressed all potential component units that may or may not fall within the Town's oversight and control, and thus, be included in the Town's financial statements. No such entities or component units have been identified.

(b) **Government-wide and fund financial statements**—The government-wide financial statements (the Statement of Net Position and the Statement of Activities) report information on all of the activities of the Town. Governmental activities, which are primarily supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on fees charged to external parties as their primary revenues.

Generally, internal interfund activity has been eliminated from the government-wide financial statements. However, charges between the Town's water system and other governmental functions are not eliminated because elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

The Statement of Net Position reports the Town's financial position as of the end of the fiscal year. In this statement, the Town's net position is reported in three categories: net investment in capital assets; restricted net position; and unrestricted net position. The Statement of Activities is displayed using a net cost format and reports the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include charges for services that are directly related to a given function and grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. General revenues include taxes and other revenues not properly included among program revenues.

TOWN OF MICANOPY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) **Summary of Significant Accounting Policies:** (Continued)

(c) **Financial statement presentation**—The financial transactions of the Town are recorded in individual funds. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, deferred outflows, liabilities, deferred inflows, fund equity, revenues and expenditures/expenses. The various funds are reported by generic classification within the financial statements.

The GASB Codification sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds.

The Town reports the following major governmental fund:

The **General Fund** accounts for all financial transactions not accounted for in other funds. The majority of current operating expenditures of the Town other than proprietary fund activities are financed through revenues received by the General Fund.

The Town reports the following major proprietary fund:

The **Utility Fund** accounts for the financial activities of the Town's potable water utility system, including the pumping, treatment, and distribution systems.

(d) **Budgets and budgetary accounting**—Annual budgets for all governmental and proprietary funds were adopted in compliance with Florida law. The basis on which the budgets are prepared is consistent with the basis of accounting utilized by the various fund types. The governmental funds' budgets are prepared on the modified accrual basis of accounting. The proprietary funds' budgets are prepared on a full accrual basis of accounting.

(e) **Use of estimates**—Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

(f) **Deposits and investments**—The Town's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments are recorded at fair value. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income.

**TOWN OF MICANOPY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

(1) Summary of Significant Accounting Policies: (Continued)

(g) **Receivables and payables**—Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

All trade and property tax receivables are reported net of an allowance for uncollectible accounts, which is based upon management's analysis of historical trends. Utility operating sales are generally recognized on the basis of cycle billings rendered quarterly. Unbilled accounts receivable are accrued by the Town at year-end to recognize the sales revenues earned through the end of the fiscal year. All unpaid property taxes receivable at year end are at least 180 days past due, at which time the applicable property is subject to lien, and penalties and interest are assessed.

(h) **Capital assets**—Capital assets include property, plant, equipment and infrastructure assets. The terms general capital assets and general infrastructure assets relate only to the assets associated with governmental activities, whereas the terms capital assets and infrastructure assets relate to all such assets belonging to the Town.

Capital assets are defined by the Town as assets with an initial individual cost of \$5,000 or more and an estimated useful life of more than one year. Such assets are recorded at historical cost, if purchased or constructed. Contributed assets, including donations and easements or other intangible rights of use, are recorded at acquisition value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are only capitalized if they meet the dollar threshold above for capitalization. Maintenance and repairs of capital assets are charged to operating expenses.

Depreciation is reported for the primary government using the straight-line method calculated on a service-life basis to amortize the cost of the asset over their estimated economic useful lives, which are as follows:

Assets	Years
Buildings and improvements	10 – 40 years
Machinery and equipment	5 years
Street and related infrastructure	20 – 40 years

(i) **Compensated absences**—The Town’s personnel policies allows for accumulation of unused vacation and sick leave when earned by the employee. The liability for compensated absences is accrued when incurred in the government-wide financial statements. In the fund financial statements, a liability for compensated absences is reported to the extent that the liability will be liquidated with expendable available financial resources.

TOWN OF MICANOPY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(1) **Summary of Significant Accounting Policies:** (Continued)

(j) **Property Taxes**—The Alachua County Tax Collector bills and collects property taxes for the Town. In governmental funds, property tax revenues are recognized when levied, to the extent that they result in current receivables.

Valuation Date:	January 1, 2023
Levy Date:	October 1, 2023
Due Date:	March 31, 2024
Lien Date:	January 1, 2024

(k) **Long-term obligations**—In the government-wide financial statements and proprietary fund financial statements, long-term debt obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Debt issuance costs are expensed when paid.

(l) **Fund equity**—In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

Nonspendable – The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash such as inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as the fund balance of the permanent fund which was restricted in perpetuity by referendum.

Restricted – Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation (i.e. when the government assesses, levies, charges, or otherwise mandates payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation.

Committed – Fund balance amounts that can only be used for specific purposes pursuant to constraints imposed by ordinance of the Town Commission are reported as committed fund balance. Those committed amounts cannot be used for any other purpose unless the Town removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

Assigned – Fund balance amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed, are reported as assigned fund balance, except for stabilization arrangements. Assignments can be made by the Town Commission the Town Commission or (b) a body or official to which the Town Commission has delegated the authority to assign amounts to be used for specific purposes.

Unassigned – Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund.

**TOWN OF MICANOPY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

(1) **Summary of Significant Accounting Policies:** (Continued)

For spendable resources, is the Town's policy to use its resources in the following order as needed to fund expenses: restricted, committed, assigned, unrestricted.

(m) **Impact fees**—The Town has not adopted any ordinances or resolutions to levy impact fees in accordance with Section 163.31801, Florida Statutes.

(n) **Net position flow assumption**—Sometimes the Town will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to determine amounts reported as restricted and unrestricted net position, it is the Town's policy to consider restricted net position to have been used before unrestricted net position is applied.

(2) **Reconciliation of Government-Wide and Fund Financial Statement:**

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. A detailed explanation of these differences is provided in this reconciliation.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. A detailed explanation of these differences is provided in this reconciliation.

**TOWN OF MICANOPY, FLORIDA
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2024**

(3) Deposits and Investments:

The Town’s cash and equivalents and investments consist of legally authorized demand deposits and certificates of deposit. The institutions in which these deposits are kept are certified as Qualified Public Depositories under the Florida Public Deposits Act. Therefore, in addition to applicable Federal Depository Insurance Corporation (FDIC) insurance, these balances on deposit at September 30, 2024, are insured or collateralized through the Bureau of Collateral Management, Florida Department of Financial Services.

State statutes authorize the Town to invest excess funds in time deposits, obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States Government, commercial paper, corporate bonds, repurchase agreements and/or the State Board of Administration (SBA) Local-Government Surplus Trust Fund Investment Pool or other investment vehicles authorized by local ordinance. At September 30, 2024, investments consist of certificates of deposit that were fully secured under State law.

(4) Interfund Balances and Transfers

The interfund balances resulted from the normal course of operations and are expected to be repaid within one year. Interfund transfers were consistent with the purpose of the fund making the transfer.

At September 30, 2024, interfund balances were as follows:

Receivable Funds	Amount	Payable Funds
General Fund	\$ 154,898	Utility Fund
Utility Fund	-	General Fund
Total	\$ 154,898	

TOWN OF MICANOPY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(5) Capital Assets:

Capital asset activity for the fiscal year ended September 30, 2024, is as follows:

Governmental activities:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	\$ 701,643	\$ -	\$ -	\$ 701,643
Construction in progress	18,685	-	(18,685)	-
Total assets not being depreciated	<u>720,328</u>	<u>-</u>	<u>(18,685)</u>	<u>701,643</u>
Capital assets being depreciated:				
Building and improvements	1,187,998	105,285	-	1,293,283
Equipment and vehicles	733,092	154,766	(379,911)	507,947
Total assets being depreciated	1,921,090	260,051	(379,911)	1,801,230
Less: accumulated depreciation	(1,402,474)	(67,419)	379,911	(1,089,982)
Total capital assets being depreciated, net	518,616	192,632	-	711,248
Governmental activities capital assets, net	<u>\$ 1,238,944</u>	<u>\$ 192,632</u>	<u>\$ (18,685)</u>	<u>\$ 1,412,891</u>

Business-type activities:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	\$ 20,770	\$ -	\$ -	\$ 20,770
Construction in Progress	-	75,000	-	75,000
Total assets not being depreciated	<u>20,770</u>	<u>75,000</u>	<u>-</u>	<u>95,770</u>
Capital assets being depreciated:				
Buildings and improvements	1,229,035	-	-	1,229,035
Equipment and vehicles	50,746	-	-	50,746
Total assets being depreciated	1,279,781	-	-	1,279,781
Less: accumulated depreciation	(409,827)	(35,436)	-	(445,263)
Total capital assets being depreciated, net	869,954	(35,436)	-	834,518
Business-type activities capital assets, net	<u>\$ 890,724</u>	<u>\$ 39,564</u>	<u>\$ -</u>	<u>\$ 930,288</u>

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General governmental	\$ 8,490
Public safety	9,636
Transportation	35,681
Culture and recreation	13,612
Total depreciation expense - governmental activities	<u>\$ 67,419</u>
Business-type activities:	
Water utility	\$ 35,436
Total depreciation expense - business-type activities	<u>\$ 35,436</u>

**TOWN OF MICANOPY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024**

(6) Long-Term Debt:

For the fiscal year ended September 30, 2024, a summary of the long-term liability transactions for the Town is as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental activities:					
Compensated absences	\$ 17,123	\$ 5,868	\$ (8,829)	\$ 14,162	\$ 5,948
Business-type activities:					
Compensated absences	\$ 12,474	\$ 4,278	\$ (3,114)	\$ 13,638	\$ 5,728
Total long-term liabilities					

(7) Prior Period Restatement

The Town recorded restatements to beginning fund balance/net position in various funds related to misstatements recorded in prior years regarding the balances for the Town’s state revenues, settlement liability and unbilled receivables.

The impact of the above restatements on the respective fund balance/net position amounts as of September 30, 2023, are as follows:

	<u>General Fund</u>	<u>Enterprise Fund</u>	<u>Governmental Activities</u>
Net position/Fund balance - 9/30/2023			
originally reported	\$ 2,122,840	\$ 1,232,254	\$ 3,344,661
State revenue adjustments	42,233	-	42,233
Unbilled receivable adjustment	-	10,524	-
Settlement liability adjustment	16,992	-	16,992
Compensated absences adjustment	17,123	-	17,123
Net position/Fund balance - 9/30/2023, as restated	<u>\$ 2,199,188</u>	<u>\$ 1,242,778</u>	<u>\$ 3,421,009</u>

TOWN OF MICANOPY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(8) Other Postemployment Benefits:

Government Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, was issued June 2015 and was effective for the year ending September 30, 2018. The Town did not implement GASB 75 and did not record any net OPEB obligation in previous years. Therefore, there was no impact on net position in the governmental activities.

(9) Risk Management:

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Town carries commercial insurance. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years. There were no significant reductions in coverage from the prior year.

The Town is engaged in routine litigation incidental to the conduct of its municipal affairs. In the opinion of the Town's legal counsel, no legal proceedings are pending which would have a material adverse effect on the financial position or results of operations of the Town.

(10) Contingencies and Uncertainties:

The Town is exposed to various risks of loss related to general liability, workers' compensation, public liability, law enforcement liability, property damage, and errors and omissions. To manage its risks, the Town participants in the Florida League of Cities Self Insurance Fund (the "Fund") a public entity risk pool currently operating as a common risk management and insurance program for member towns. The Town pays an annual premium to the Fund for its coverage. The premiums are designed to fund the liability risks assumed by the Fund and are based on certain actual exposures of each member.

TOWN OF MICANOPY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

(11) **Recent Accounting Pronouncements:**

The Governmental Accounting Standards Board (“GASB”) has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the Town’s financial statements:

GASB issued Statement No. 101, *Compensated Absences*, in June 2022. provides guidance to meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The provisions in GASB 101 are effective for periods beginning after December 15, 2023.

GASB issued Statement No. 102, *Certain Risk Disclosures*, in December 2023. GASB 102 requires governments to disclose essential information about risks related to vulnerabilities due to certain concentrations or constraints. The provisions for GASB 102 are effective for fiscal years beginning after June 15, 2024.

GASB issued Statement No. 103, *Financial Reporting Model Improvements*, in April 2024. The objective of GASB 103 is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government’s accountability. The effective date for implementation is fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

GASB issued Statement No. 104, *Disclosure of Certain Capital Assets*, in September 2024. GASB Statement No. 104 requires governments to disclose separate information about specific types of capital assets and establishes criteria for identifying and reporting capital assets held for sale. The objective of GASB 104 is to enhance transparency and improve the usefulness of financial statements for stakeholders by providing more detailed information on these assets. The provisions are effective for fiscal years beginning after June 15, 2025.

TOWN OF MICANOPY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	<u>Budgeted Amounts</u>			Variance with Final Budget
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Taxes	\$ 590,800	\$ 585,800	\$ 479,094	\$ (106,706)
Licenses and permits	7,680	8,080	6,162	(1,918)
Intergovernmental	3,299,990	3,299,990	198,236	(3,101,754)
Fines and forfeitures	14,000	14,000	22,910	8,910
Investment income	45,000	65,000	92,184	27,184
Miscellaneous	9,000	9,000	54,547	45,547
Total revenues	<u>3,966,470</u>	<u>3,981,870</u>	<u>853,133</u>	<u>(3,128,737)</u>
Expenditures				
Current:				
General government	1,202,992	1,216,508	304,067	912,441
Public safety	130,000	135,000	140,216	(5,216)
Transportation	173,888	165,132	115,927	49,205
Economic environment	8,500	8,000	7,000	1,000
Culture and recreation	24,677	27,550	30,670	(3,120)
Capital outlay	2,427,000	2,427,000	241,366	2,185,634
Total expenditures	<u>3,967,057</u>	<u>3,979,190</u>	<u>839,246</u>	<u>3,139,944</u>
Excess (deficiency) of revenues over expenditures	<u>(587)</u>	<u>2,680</u>	<u>13,887</u>	<u>11,207</u>
Other financing sources (uses)				
Transfers in	12,500	12,500	-	(12,500)
Total other financing sources (uses)	<u>12,500</u>	<u>12,500</u>	<u>-</u>	<u>(12,500)</u>
Net change in fund balances	<u>11,913</u>	<u>15,180</u>	<u>13,887</u>	<u>(1,293)</u>
Fund balances, beginning of year, as restated	2,199,188	2,199,188	2,199,188	-
Fund balances, end of year	<u>\$ 2,211,101</u>	<u>\$ 2,214,368</u>	<u>\$ 2,213,075</u>	<u>\$ (1,293)</u>

The accompanying notes to the schedule of revenues, expenditures and changes in fund balance budget to actual are an integral part of this schedule.

TOWN OF MICANOPY, FLORIDA
NOTES TO SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL – GENERAL FUND
SEPTEMBER 30, 2024

The Town adopts an annual budget for the General Fund. The Town generally follows these procedures in establishing the budgetary data reflected in the schedule:

1. Prior to September 1, the Town Administrator submits to the Town Commission a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. A public hearing is conducted to obtain taxpayer comments.
3. Prior to September 30, the budget is legally enacted through passage of an ordinance.
4. Any revision that alters the expenditures of any fund must be approved by the Town Commission. The fund is the legal level of control.

The budget amounts presented in the accompanying financial schedule were prepared on a basis that does not materially differ from the modified accrual basis of accounting.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Town Commission,
Town of Micanopy, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Micanopy, Florida, (the Town) as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated October 8, 2025.

As discussed in Note (8) to the financial statements, the Town has not implemented the provisions of GASB Statement No. 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. Accounting principles generally accepted in the United States of America require recording of an obligation for postemployment benefits other than pensions, which would increase liabilities, decrease net position, and change the expenses in governmental activities, business-type activities and the utility fund. The effects of this departure from accounting principles generally accepted in the United States of America on the governmental activities, business-type activities and the Utility Fund, has not been determined.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, as described below, that we consider to be a material weakness.

2024-001 – Reconciliation of Account Balances and Accruals

Various audit adjustments were required for receivables, payables, unearned revenue, revenues, and expenses which were required to be recorded during the year ended September 30, 2024. Proper cutoff is critical for the accuracy of the accrual basis of accounting. We also noted various account balances (fund balance, receivables, payables, revenues and expenses) that required adjustment in order to be presented in accordance with U.S. GAAP. We recommend the Town review transactions monthly to ensure completeness and accuracy, as well as significant account balances at year-end to ensure proper accrual-based reconciliations. We also recommend that the Town implement accounting policies and procedures that ensure proper cutoff of expenses as well as comparing final audited trial balance to Town trial balance to ensure all required adjusting audit entries were made.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Town's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on the Town's response to the finding identified in our audit and described previously. The Town's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Gainesville, Florida
October 8, 2025

**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA
OFFICE OF THE AUDITOR GENERAL**

To the Honorable Mayor and Town Commission,
Town of Micanopy, Florida:

Report on the Financial Statements

We have audited the financial statements of the Town of Micanopy, Florida, as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated October 8, 2025.

As discussed in Note (8) to the financial statements, the Town has not implemented the provisions of GASB Statement No. 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. Accounting principles generally accepted in the United States of America require recording of an obligation for postemployment benefits other than pensions, which would increase liabilities, decrease net position, and change the expenses in governmental activities, business-type activities and the utility fund. The effects of this departure from accounting principles generally accepted in the United States of America on the governmental activities, business-type activities and the utility fund, has not been determined.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated October 8, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report, except as noted below under the heading Prior Year Findings and Recommendations.

Prior Year Findings and Recommendations

2023-001 – Utility Deposits – Corrective action taken.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the primary government of the reporting entity is disclosed in Note 1 of the basic financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we noted the following recommendation:

2024-002 – Public Depositor Annual Report

The Town did not file the required Public Depositor Annual Report with the State of Florida Department of Financial Services for the fiscal year ended September 30, 2024. Section 280.17, Florida Statutes, requires all public depositors to file an annual report with the Department of Financial Services by November 30 each year. This report certifies the entity is in compliance with the Florida Security for Public Deposits Act. Failure to file the annual report increases the risk of noncompliance with state law, which could result in penalties, loss of protection under the Public Deposits Program, and exposure of public funds to additional risk. We recommend the Town establish formal procedures to ensure the annual report is filed by the statutory deadline each year.

Property Assessed Clean Energy (PACE) Programs

The following items have been provided to us to comply with state reporting requirements and have not been audited by us. We did not audit the following information within this section, nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on this data.

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the Town did not have a property assessed clean energy (PACE) program that finances qualifying improvements authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, operated within the Town's geographical boundaries during the fiscal year under audit.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units; therefore, we noted no special district component units that failed to provide the necessary information, nor is any specific special district information required to be reported.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Town’s Response to Finding

The Town’s responses to the findings identified in our audit are described in the letter titled Management’s Response to the Auditors’ Comments, as listed in the table of contents. The Town’s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and State granting agencies, the Town Commission, management, and others within the Town and is not intended to be and should not be used by anyone other than these specified parties.

Gainesville, Florida
October 8, 2025



INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT


To the Honorable Mayor, Town Commission, and Town Administrator,
Town of Micanopy, Florida:

We have examined the Town of Micanopy, Florida's (the Town) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* (the Statute), for the year ended September 30, 2024. The Town's management is responsible for the compliance with those requirements. Our responsibility is to obtain reasonable assurance by evaluating the Town's compliance against Section 218.415, Florida Statutes, *Local Government Investment Policies*, and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation based on our examination.

Our examination was conducted in accordance with the attestation standards for a direct examination engagement established by the AICPA. Those standards require that we obtain reasonable assurance by evaluating the Town's compliance against Section 218.415, Florida Statutes, *Local Government Investment Policies*, and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation of the Town's compliance for the year ended September 30, 2024. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks that the Town was not in accordance with the aforementioned requirements in all material respects, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent of the Town, and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our examination engagement.

In our opinion, the Town of Micanopy, Florida complied, in all material respects, with the aforementioned Statute for the year ended September 30, 2024.



Gainesville, Florida
October 8, 2025

AUDITEE'S RESPONSE TO:
Independent Auditors' Management Letter
October 8, 2025

2024-001 Reconciliations of Account Balances and Accruals -

RESPONSE to 2024-001: Reconciliation of Account Balances and Accruals:

Management concurs with the auditor's recommendation. During the 2025 fiscal year, the Town will enhance its internal accounting procedures to ensure that receivables, payables, and accruals are reconciled on a monthly basis. Adjustments will be made as necessary to maintain compliance with the accrual basis of accounting and U.S. GAAP. Year-end procedures will include a detailed reconciliation of significant account balances and verification that all audit adjustments are properly incorporated into the Town's final trial balance prior to submission for audit.

2024-002 Public Depositor Annual Report -

RESPONSE to 2024-002: Public Depositor Annual Report:

Management concurs with this finding. The Town recognizes the importance of filing the required Public Depositor Annual Report with the Florida Department of Financial Services by the November 30 deadline each year. For fiscal year 2025 and subsequent fiscal years, the Town has implemented a compliance calendar and internal reminder system to ensure timely completion and submission of this report. The Town Clerk's Office will maintain responsibility for verifying and documenting the filing annually.

October 8, 2025

To the Honorable Mayor and Town Commission Members,
Town of Micanopy, Florida:

We have audited the financial statements of the Town of Micanopy, Florida (the Town) as of and for the year ended September 30, 2024, and have issued our report thereon dated October 8, 2025. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated January 22, 2025, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of the system of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the system of internal control of the Town solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material weaknesses and material noncompliance, and other matters noted during our audit in a separate letter to you dated October 8, 2025.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

To the Honorable Mayor and Town Commission Members,
 Town of Micanopy, Florida
 October 8, 2025
 Page 2

Significant Risks Identified

Professional standards require that we, as auditors, identify significant risks that impact the audit based upon the nature of the organization and design our audit procedures to adequately address those risks. As part of the audit process, we have identified the following significant risks, which are being communicated solely to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our audit was designed to adequately address the above risks and no issues were noted that impacted our ability to render an opinion on the financial statements.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Town is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the allowance for doubtful accounts was based on historical water revenues, historical loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Town's financial statements relate to:

The Capital Assets note summarizes the Town's capital asset activity.

To the Honorable Mayor and Town Commission Members,
Town of Micanopy, Florida
October 8, 2025
Page 3

Significant Unusual Transactions

There were no significant unusual transactions identified as a result of our audit procedures that were brought to the attention of management and required to be communicated to you.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and each applicable opinion unit:

- To record approximately \$1,000 adjustment to compensated absences to include FICA in calculation.
- To record approximately \$3,000 adjustment related to allowance for doubtful accounts

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

- To record approximately \$7,000 adjustment to balance interfund activity for both funds.
- To record approximately \$42,000 adjustment to accrue state revenues and \$5,000 adjustment to utility receivables.
- To record approximately \$17,000 adjustment to remove settlement liability.
- To record approximately \$17,000 adjustment to compensated absences to remove balance from general fund and \$7,000 adjustment to utility fund to correct balance.
- To record approximately \$75,000 adjustment to grant revenues.
- To record approximately \$9,000 adjustment to accrual payable and \$75,000 to accrue for construction payables.
- To record approximately \$35,000 adjustment to depreciation expense for utility fund.
- To record approximately \$15,000 adjustment to accrue unbilled receivables and \$11,000 adjustment to correct prior year unbilled receivables amount.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Town's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

To the Honorable Mayor and Town Commission Members,
Town of Micanopy, Florida
October 8, 2025
Page 4

Representations Requested from Management

We have requested certain written representations from management that are included in the management representation letter dated October 8, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Town, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Town's auditors.

Modification of the Auditors' Report

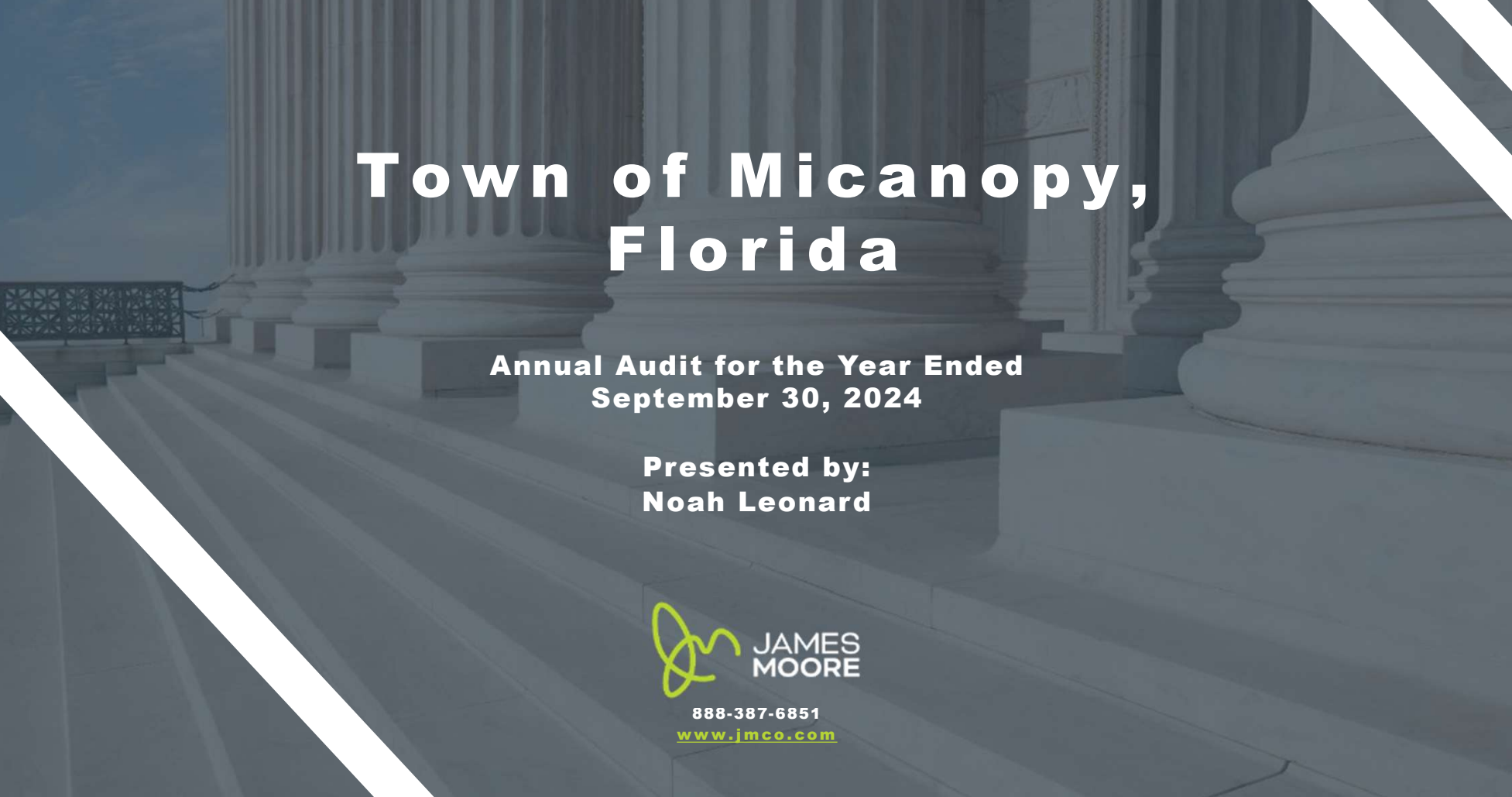
We have made the following modification to our auditors' report. Under the titles "Basis for Qualified Opinion on Governmental Activities" and "Qualified Opinion on Governmental Activities", we indicate management has not acquired an actuarial valuation to determine the amount of its OPEB (Other Postemployment Benefits) liability and has not presented such liability in its governmental activities and water utility fund financial statements as required by accounting principles generally accepted in the United States of America. The impact of such departure from generally accepted accounting principles on the liabilities, net position and expenses of the government-wide financial statements of the Town is unknown. Such departure has no impact on the Town's governmental fund financial statements.

This report is intended solely for the information and use of the Town Commission and management of the Town of Micanopy, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



JAMES MOORE & CO., P.L.



Town of Micanopy, Florida

Annual Audit for the Year Ended
September 30, 2024

Presented by:
Noah Leonard

 JAMES
MOORE
888-387-6851
www.jmco.com

Auditors' Reports

- **Independent Auditors' Report (pages 1-3)**
 - Qualified opinion related to OPEB
 - Unmodified opinion for remaining funds
- **Report on Internal Control and Compliance (pages 29-30)**
 - 1 finding as material weakness – reconciliation of account balances
- **Management Letter Required by Chapter 10.550 (pages 31-33)**
 - Corrective action taken on FY2023 finding
 - One other recommendations from FY2024 – public depositor report
- **Independent Accountants' Examination Report (page 34)**
 - In compliance with specified investment statutes

General Fund (Page 10)

History of Fund Balance in the General Fund:

<u>Fund Balance</u>	<u>9/30/2024</u>	<u>9/30/2023</u>	<u>9/30/2022</u>
Nonspendable	\$ -0-	\$ -0-	\$ -0-
Restricted	190,208	220,404	294,551
Committed	-0-	120,360	78,389
Assigned	190,878	190,878	190,878
Unassigned	<u>1,831,989</u>	<u>1,573,751</u>	<u>1,376,755</u>
Total	<u>\$ 2,613,704</u>	<u>\$ 2,105,393</u>	<u>\$ 1,940,573</u>

General Fund (continued)

Total Assigned/Unassigned Fund Balance	\$ 2,022,867
2024 Expenditures and Transfers Out	\$ 839,246
Percentage Assigned/Unassigned Fund Balance as % of Expenditures and Transfers out:	241.0%
Prior Year %	222.9%
GFOA Minimum Rec. = 2 Months	At least 16.7%

Utility Service Fund (Page 14 & 15)

History of Unrestricted Net Position and Unrestricted Net Position as a % of Operating Revenues:

Year	Unrestricted Net Position (UNP)	Operating Revenues	UNP as a % of Operating Revenues
2024	\$ 281,403	\$ 288,746	97.5%
2023	332,691	270,252	123.1%
2022	169,566	266,494	63.6%
2021	365,116	274,870	132.8%

QUESTIONS



Town of _____

Micanopy

Florida

Town of Micanopy

Agenda Item: Informational / Emergency Purchase – Independent Planning Services

Meeting Date: [Insert Date]

Department: Administration

Prepared By: Sara Samario, Town Administrator

Subject:

Emergency Contract for Independent Planning Services – Micanopy Area Cooperative School Site Plan Review

Background:

During review of the Micanopy Area Cooperative School (MACS) site plan, the Town determined that additional independent professional planning expertise was needed beyond the services currently provided under the Town’s annual agreement with the North Central Florida Regional Planning Council (NCFRPC). The volume and complexity of the current application, as well as the level of public scrutiny and regulatory coordination required, warranted immediate assistance to ensure a thorough and objective review.

In consultation with the Town Attorney and Mayor, the Town Administrator determined that contracting with **eda consultants inc.** (EDA) was in the best interest of the Town under the emergency provisions of the Town’s Procurement Policy. These provisions allow for expedited procurement when circumstances require immediate action to safeguard the Town’s operations, interests, or public welfare.

Discussion:

EDA is a qualified local planning and engineering firm with extensive experience in site plan review and land use compliance in Alachua County and surrounding jurisdictions. Their engagement ensures that the Town receives a timely, professional, and independent evaluation of the MACS site plan for consistency with the Town’s Comprehensive Plan and Land Development Code.

The scope of work includes review of the site plan submission and a written memo of findings to Town staff. The agreement, dated **September 25, 2025**, specifies a **not-to-exceed cost of \$1,225**, billed hourly at

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

\$175/hour. Public hearing attendance is not included in the scope but can be added as needed under the hourly rate.

The Town Administrator, Mayor, and Attorney reviewed the procurement policy and determined that this purchase meets the criteria for an **emergency procurement** due to the immediate need for professional services in support of a time-sensitive and quasi-judicial review process. This decision was made to maintain the integrity and continuity of Town operations and to ensure compliance with statutory and procedural obligations.

Fiscal Impact:

Funds for the review services will be paid from the Town's Planning and Zoning professional services account. The total cost shall not exceed **\$1,225**.

Recommendation:

This correspondence is for informational purposes only. The Commission is advised of the emergency procurement of independent planning review services with **eda consultants inc.** under the Town's procurement policy. No formal action is required at this time.



September 25, 2025

Town of Micanopy
Attn: Sara Samario, Town Manager
706 NE Chokolka Blvd.
Micanopy, FL 32667

Via Email: SSamario@micanopytown.com

Re: Planning Review Services – Micanopy Area Cooperative School Site Plan

Dear Ms. Samario:

We appreciate the opportunity to submit a proposal for professional planning services to review a proposed site plan for a school expansion on tax parcels 16808-002-000 and 16520-067-001, located at 803 NW Seminary Avenue in Micanopy. The following outlines our scope of services and fees.

Planning Services

eda will provide a planning review of the Micanopy Area Cooperative School site plan application package on behalf of the Town and provide a memo to Town staff that will include any planning related comments for the initial submittal based on compliance with the Comprehensive Plan and Land Development Code.

Note: This scope of work does not include civil engineering plan review. In addition, attendance at public hearings is not included in this scope. If attendance at any public hearings is required/requested, that can be billed hourly (as needed) as additional services.

Fees

Planning Services

- Site Plan Review \$ 1,225.00* Hourly/Not to Exceed

Invoicing will billed hourly (\$175/hr) based on actual review time, not to exceed the total indicated above. Invoicing will be done monthly based on work completed.

If this proposal meets with your approval, please authorize **eda** consultants inc. to proceed with the work outlined above by signing the attached contract and initialing the fee schedule. The prices included in this proposal are good for 45 days – if that time has passed, please contact **eda** for a revised proposal. If you have any questions, please feel free to contact our office.

Sincerely,

Sergio Reyes, PE
President



Client Contract

CONSULTANT:

eda consultants inc.
 720 SW 2nd Avenue, South Tower, Suite 300
 Gainesville, FL 32601
 P: (352) 373-3541

CLIENT:

Town of Micanopy
 Attn: Sara Samario
 706 NE Chokolka Blvd.
 Micanopy, FL 32667

Client requests and authorizes CONSULTANT to perform the following services:

SCOPE: per proposal dated September 25, 2025 for Planning Review Services – Micanopy Area Cooperative School Site Plan

COMPENSATION by CLIENT to CONSULTANT will be:

SERVICE	COST		INITIAL FOR APPROVAL
Site Plan Review	\$1,225.00	Hourly/Not to Exceed	

Other Terms: = Invoices due and payable within thirty (30) days of presentation.

Services covered by this AGREEMENT will be performed in accordance with the Provisions listed below and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understanding and may only be changed by written amendments executed by both parties.

PROVISIONS

- 1. Authorization to Proceed.** Execution of the AGREEMENT by CLIENT will be authorization for CONSULTANT to proceed with the work.
- 2. Per Diem Rates.** CONSULTANT'S Per Diem Rates, when stated as basis of compensation, are those hourly rates charged for work performed on the PROJECT by CONSULTANT'S employees for the indicated classification. These rates are subject to adjustments upon 60-day notice and include all allowances for salary, overhead and fees, but do not include allowances for Direct Expenses.
- 3.1 Cost Opinions.** Any cost opinions or other PROJECT economic evaluations provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT can in no way warrant that bids, construction costs, or other project economics will not differ from the cost opinions or other PROJECT economic evaluation provided.
- 3.2** The CLIENT agrees that CONSULTANT has given no guarantees regarding the outcome or resolution of this engagement. Specifically, as it relates to land use/zoning or other development approval(s), the CLIENT agrees that CONSULTANT has not and cannot guarantee that the applications will be approved, or approved with conditions acceptable to the CLIENT, since the government approval process necessarily involves review of the applications in the legislative and political process, which carries with it a high degree of discretion, risk, and uncertainty. The CLIENT also agrees that the approval process requires the professional judgment of CONSULTANT, in consultation with other professional consultants and the CLIENT, none of whom can control the behavior of public officials or guarantee the outcome of a public body's vote on an application.
- 3.3** To the extent that actions or inactions by the government require additional services beyond those estimated in the scope of work and Compensation sections of this Agreement, CONSULTANT will be entitled to payment by CLIENT for those services upon presentation of the invoice.
- 3.4** Notwithstanding anything to the contrary, the Parties acknowledge that CONSULTANT is and shall remain the exclusive owner of all ACAD files (the "Files") produced in connection with this Agreement. Copies of the Files will not be submitted or provided to CLIENT or CLIENT's agents or contractors.

September 25, 2025
Page 2 of 3

4. **Standard of Care.** The Standard of Care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by professional Engineers, Surveyors & Mappers, Planners or CONSULTANTS performing the same or similar services in Alachua Co., Florida at the time CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this Standard of Care without additional compensation.

5. **Termination.** This AGREEMENT may be terminated for convenience on 30 days written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. Should CLIENT not pay any invoices within 30 days of receipt, the CONSULTANT reserves the right to discontinue work and/or terminate this agreement for cause by providing the client 5 days written notice. On termination, CONSULTANT will be paid for all authorized services performed up to the termination date plus expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this AGREEMENT, except Provisions 8 through 12, will be terminated upon completion of all applicable requirements of this AGREEMENT.

6. **Payment to Consultant.** Monthly invoices will be issued by CONSULTANT for all services provided under this AGREEMENT. Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or that permitted by law, will be charged on all past-due amounts starting 30 days after the date of the invoice. Payment will first be credited to interest and then to principal. If payment is not received within 45 days of invoice date the CONSULTANT will stop work and inform the CLIENT that work has stopped, and legal means will be pursued to obtain payment. No information/data associated with the project will be provided to any party involved (including official agencies) until full payment of past due invoices is received. In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

CLIENT will exercise reasonableness in contesting any invoice or portion of the invoice until mutually resolved. If any action, in law or equity, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees as determined by the court in the same action.

7. **Limitation of Liability.** In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated so that the CLIENT agrees that, to the fullest extent permitted by law, CONSULTANT'S other liability to CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT, from any cause or causes, shall not exceed the compensation received by CONSULTANT under this AGREEMENT. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it by reference.

8. **Severability and Survival.** If any of the Provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the enforceability of all remaining Provisions shall not be impaired thereby. Limitation of Liability, indemnities and other express representations shall survive termination of this AGREEMENT for any cause.

9. **Interpretations.** The limitations of liability will apply whether CONSULTANT'S liability arise under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitations of liability or sole negligence for indemnification. Said limitations shall apply to CONSULTANT'S officers, affiliated corporations, employees and subcontractors.

10. **Construction Phase Services.** (a) if the Consultant prepared construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto. (b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. (c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

September 25, 2025
Page 3 of 3

11. No Third-Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT and has no third-party beneficiaries. CONSULTANT'S services are defined solely by this AGREEMENT, and not by any other contract or agreement that may be associated with the PROJECT.

12. Assignments. This is a bilateral personal services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or relating to this AGREEMENT, whether arising out of tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors and assigns of the parties hereto.

13. Dispute Resolution. The parties shall attempt to amicably resolve any disputes arising under this Agreement. Should judicial relief be necessary, such an action will only be commenced in a state court of competent jurisdiction in the Eighth Judicial Circuit in and for Alachua County, Florida. This Agreement shall be construed and interpreted under Florida law. The prevailing party in any action shall be entitled to an award of reasonable attorney's fees and all costs, whether taxable or not, for proceedings at the trial and appellate level, plus interest, and the costs of collection.

14. PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

APPROVED FOR CLIENT

Signed by:
BY Sara Samario
55376D9AF095468

Sara Samario Town Administrator
Print Name & Title

9/25/2025
Date: _____

ACCEPTED BY **eda**

BY Sergio Reyes

Sergio Reyes, PE - President

9/25/2025
Date: _____

Town Administrator's Report

Date: October 14, 2025

Prepared by: Sara Samario, Town Administrator

Subject: Informational Items

1. MNAHP Annex Property Residential Structure

Construction of the residential structure located on the Micanopy Native American Heritage Preserve (MNAHP) annex property is nearing completion. As the project reaches its final stages, a discussion will be needed to determine the intended use of the building.

In previous conversations, the possibility of designating the structure as a caretaker's residence has been mentioned. This model is common among other organizations, where housing is provided in exchange for property management or site maintenance. However, given the nature of the property and its community significance, it may be appropriate for the Town Commission to hold a public discussion to explore all potential uses and management options before a decision is made.

2. Broadband Expansion and Water Line Impacts

Broadband installation continues to progress throughout the Town. While this expansion represents an important step toward improving service and connectivity for residents and businesses, it has also resulted in occasional water line breaks.

These incidents are not uncommon during large-scale underground utility installation projects. Town staff is maintaining regular communication with the broadband contractor to ensure quick response and coordination when breaks occur. Each incident is being handled promptly, and staff continues to emphasize preventive measures to minimize future disruptions.

It is worth noting that this issue is not unique to Micanopy—similar challenges have been reported across the state as broadband infrastructure expands under Florida's ongoing connectivity initiatives.

FORWARD FOCUS
Eastern Alachua County
COMMUNITY BULLETIN



COMMUNITY QUESTIONNAIRE

Make Your Voice Heard!

**Please fill out our Forward Focus:
Eastern Alachua County Community
Overview Questionnaire.**

By answering our questionnaire, you are helping Alachua County make meaningful change on its eastern side.



***Scan this
QR Code
on your phone
to fill out our
questionnaire!***

Join Us at Our Forward Focus Year 1 Summit: 10/25/25

RSVP TO ATTEND: OCTOBER 25TH FROM 9AM-2PM

210 SE 134 AVE, MICANOPI, FL 3266

A limited number of seats are available for community members to attend and share insight on how Alachua County can economically uplift its eastern communities.



SCAN TO REGISTER



Town of _____

Micanopy

Florida

AGENDA ITEM: Purchase of Used Lift

TYPE: Informational / Discussion / Possible Action

BACKGROUND:

The purchase of a new (used) lift was budgeted in the current fiscal year and included as part of the Town’s 5-Year Capital Improvement Plan. The lift is a critical piece of equipment for the Public Works Department, used for tree maintenance, lighting, and other elevated work throughout the town.

The Town obtained a written quote from **Ring Power** for a reconditioned 2007 JLG 460SJ lift in the amount of **\$23,500**. The lift is currently on loan to the Town for staff to test and evaluate its condition and suitability for ongoing use. A second, verbal quote for a comparable used lift was received from **United Rentals**; however, the **Ring Power quote is less expensive** and offers the added benefit of a reconditioned unit that has undergone full inspection and servicing.

The Town’s existing lift is no longer safe to operate and has been taken out of service. Upon purchase of the replacement lift, staff intends to dispose of the old lift through public auction, with full disclosure of all known mechanical issues.

RECOMMENDATION:

If the Public Works Department finds the used lift from Ring Power to be an acceptable addition to the Town’s equipment inventory, staff recommends moving forward with the purchase as budgeted.

RECOMMENDED MOTION:

Motion to approve the purchase of a used 2007 reconditioned JLG 460SJ lift from Ring Power in the amount of \$23,500, as budgeted, and authorize staff to dispose of the existing lift through public auction with disclosure of known mechanical issues.

TERMS AND CONDITIONS

Item # 16.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The Seller reserves the right to accept or reject this Agreement and shall not be required to give any reason for non-acceptance.
2. This Agreement when accepted by Seller shall become a binding contract but shall be subject to strikes, lockouts, accidents, fires, delays in manufacture or transportation, acts of God, embargoes, or governmental action or any other causes beyond the control of the Seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the Buyer under the terms hereof.
3. Title to the Equipment listed on page one (1) of this Agreement shall not pass to the Buyer until the purchase price (including all taxes) has been paid, but such title remains vested in the Seller until all sums due or to become due from the Buyer to the Seller thereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the Buyer. Buyer shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue, Seller may avail himself of any legal remedy including the right to repossess the Equipment without notice.
4. The Seller's responsibility for shipments ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
5. The Buyer agrees that this Agreement shall not be countermanded, and that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein.
6. When the Equipment necessary to fill this Agreement is available or upon Buyer taking possession of the Equipment, the Buyer agrees it will move forward with this purchase, and on demand to execute and deliver to the Seller such notes and contracts as may be required by the Seller to evidence the transaction. In the event of default or breach of this Agreement by Buyer, or if Seller for any reason deems itself insecure, Seller at its option, shall be entitled to any one or more of the following remedies: Seller may, (a) enter the premises where Equipment is located and render Equipment inoperative or remove Equipment with or without process of law and without notice or liability to Buyer; (b) invoice Buyer for arrears of rent; (c) invoice Buyer for loss of use or for any loss or damage to the Equipment; (d) invoice the Buyer a restocking fee, this fee will be listed on page one (1) of this Agreement; and/or (e) invoice the Buyer for the entire balance of the purchase price. Buyer understands invoices generated as a result of default or breach are immediately due and payable. Upon the occurrence of any event of default, Buyer agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.
7. The Buyer shall not, under any circumstance, sell or resell or otherwise convey, transfer or use the Equipment in connection with any person or country currently identified on the OFAC List or otherwise qualify as a Prohibited Person, and Buyer represents and warrants that itself and its employees, agents, and contracts are not in violation of any legal requirements relating to anti-money laundering or anti-terrorism, including, without limitation, legal requirements related to transacting business with Prohibited Persons or the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56, and the related regulations issued thereunder, including temporary regulations, all as amended from time to time. **Prohibited Person means** (A) any person, group or entity named as a "Specially Designated National and Blocked Person" or as a person who commits, threatens to commit, supports, or is associated with terrorism as designated by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (B) any person, group or entity named in the lists maintained by the United States Department of Commerce (Denied Persons and Entities), (C) any government or citizen of any country that is subject to a United States Embargo identified in regulations promulgated by OFAC, and (D) any person, group or entity named as a denied or blocked person or terrorist in any other list maintained by any agency of the United States government.
8. Equipment described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Seller will cooperate with Buyer in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Buyer's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Seller will furnish at Seller's repair facilities during regular working hours such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Seller's repair facilities shall be borne solely by Buyer. Except for warranty of title by Seller and except for this agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacturer's warranty within the manufacturer's warranty period, Seller shall not be liable for defects in or for any damages or loss to the property sold nor caused by the property sold unless a special Seller's warranty is expressly written elsewhere hereon or in a separate writing signed by the Seller in a manner provided on the previous page hereof; and under no circumstances shall Seller or manufacturer be liable for any indirect, special, incidental or consequential damages to the Buyer or to any third party. **THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED; FURTHER, SELLER MAKES NO WARRANTIES WHATSOEVER INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO USED EQUIPMENT AND BUYER TAKES ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREON OR CONTAINED IN A SEPARATE WRITING SIGNED BY SELLER IN THE MANNER PROVIDED ON THE PREVIOUS PAGE OF THIS AGREEMENT.**
9. BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PUNITIVE DAMAGES, COSTS, EXPENSES, CAUSES OF ACTION OR JUDGMENTS OF ANY KIND OR CHARACTER INCLUDING, WITHOUT LIMITATION, ANY INTEREST, PENALTY, REASONABLE ATTORNEY'S FEES AND OTHER COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH OR WITH THE DEFENSE THEREOF (COLLECTIVELY, THE "CLAIMS"), WITH RESPECT TO ALL LIABILITIES AND OBLIGATIONS OR ALLEGED OR THREATENED LIABILITIES AND OBLIGATIONS CAUSED BY, RELATED TO, ATTRIBUTABLE TO OR ARISING OUT OF THE OWNERSHIP OR OPERATION OF THE EQUIPMENT DESCRIBED HEREIN AFTER THE DATE OF SALE OR AS A RESULT OF BUYER'S BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.
10. This Agreement is the sole and entire agreement between the parties with respect to the sale of the Equipment described herein. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties relating to the subject matter of this Agreement other than those explicitly set forth herein. This Agreement expresses the full and final agreement of the parties and incorporates and supersedes all prior and contemporaneous negotiations and agreements. Any and all terms and conditions contained in Seller's sales quote or other documentation that conflict with, differ from or that are not expressly included in the provisions of this Agreement are rejected and shall be of no force or effect. This Agreement shall not be modified in any way except by a writing signed by both parties.
11. Payment terms for this Agreement are dependent upon approval. Buyer understands and acknowledges payment terms are cash unless credit is approved, payment in advance may be required. With credit approval payment terms are as follows: Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the Buyer agrees to pay finance charges and the cost of collection. Venue for all actions instituted for any indebtedness due and owing to Seller will lie exclusively in the courts located in Duval County, Florida. The parties agree that any proceeding brought concerning the Sales Agreement will be in the courts of the State of Florida and the parties accept exclusive personal jurisdiction of these courts. **THE UNDERSIGNED KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY.** Buyer warrants that the funds used for payment will not originate from any person or country currently identified on the OFAC List or otherwise qualifies as a Prohibited Person. REMIT PAYMENT TO: PO BOX 935004, ATLANTA, GA 31193- 5004

~~X~~ SIGN HERE:

~~X~~ PRINT NAME:

~~X~~ DATE:



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Town of Micanopy

Company (Print)

Company Representative (Print)

X _____
Company Representative (Print)

X _____
Signature

X _____
Date

FOR DEALER USE ONLY
Company UCID
Company Representative CWS ID
Main Store Dealer Code
Dealer Representative Name
Dealer Representative CWS ID



Town of _____

Micanopy
Florida

Agenda Item: Approval of Task Order with EDA Consultants, Inc. for Planning and Engineering Review Services – Micanopy Area Cooperative School (MACS) Final Site Plan

Meeting Date: October 14, 2025

Department: Administration / Planning

Prepared by: Sara Samario, Town Administrator

Background:

EDA Consultants, Inc. has been assisting the Town with independent review services related to the Micanopy Area Cooperative School (MACS) site plan application. The Town first engaged EDA on an emergency basis to perform a preliminary review of the initial submittal due to the project’s complexity and the need for professional oversight.

The School is preparing to submit its **final site plan**, which requires a more detailed evaluation to confirm compliance with the Town’s Comprehensive Plan, Land Development Code, and applicable state and local development regulations. To ensure that this review is conducted thoroughly and objectively, staff and the Town Attorney recommend extending EDA’s engagement through the proposed task order for **planning and engineering review services**.

Scope of Services:

Under the proposed task order, EDA Consultants, Inc. will provide the following:

- **Planning Review Services** – Conduct a detailed planning review of the final site plan, focusing on consistency with the Town’s Comprehensive Plan and Land Development Code, and prepare written planning comments for staff and the reviewing board.
Fee: Not to exceed **\$1,225.00** billed hourly at \$175/hour.
- **Engineering Review Services** – Perform an engineering review of the final site plan to verify compliance with applicable engineering and utility standards, and provide written technical comments to staff.
Fee: Not to exceed **\$1,000.00** billed hourly.

Both services will be billed hourly based on actual time expended, not to exceed the stated maximum amounts.

Fiscal Impact:

The total combined not-to-exceed cost is **\$2,225.00**, to be funded from the **Planning and Professional Services** line item of the Town's General Fund.

Recommendation:

Staff and the Town Attorney recommend approval of the task order agreements with **EDA Consultants, Inc.** for continued professional planning and engineering services related to the **final site plan review for the Micanopy Area Cooperative School expansion**. These services are necessary to ensure the proposed development meets all applicable requirements and that the Town's review process remains consistent, thorough, and defensible.

Recommended Motion:

"I move to approve the task order agreements with EDA Consultants, Inc. for planning and engineering services related to the final site plan review for the Micanopy Area Cooperative School expansion in the total not-to-exceed amount of \$2,225.00, and authorize the Town Administrator to execute all necessary documents."



October 13, 2025

Town of Micanopy
Attn: Sara Samario, Town Manager
706 NE Chokolka Blvd.
Micanopy, FL 32667

Via Email: SSamario@micanopytown.com

**Re: Additional Planning Review Services
Micanopy Area Cooperative School Preliminary Site Plan**

Dear Ms. Samario:

We appreciate the opportunity to submit a proposal for additional professional planning services related to the review of the Micanopy Area Cooperative School Preliminary Site Plan on tax parcels 16808-002-000 and 16520-067-001, located at 803 NW Seminary Avenue in Micanopy. The following outlines our scope of services and fees.

Planning Services

eda will provide additional planning review of the Micanopy Area Cooperative School Preliminary Site Plan application package on behalf of the Town and provide any planning related comments for the second submittal to the Town based on compliance with the Comprehensive Plan and Land Development Code.

Note: This scope of work does not include civil engineering plan review. In addition, attendance at public hearings is not included in this scope. If attendance at any public hearings is required/requested, that can be billed hourly (as needed) as additional services.

Fees

Planning Services

- Preliminary Site Plan Review \$ 1,225.00* Hourly/Not to Exceed

Invoicing will be billed hourly (\$175/hr) based on actual review time, not to exceed the total indicated above. Invoicing will be done monthly based on work completed.

If this proposal meets with your approval, please authorize eda consultants inc. to proceed with the work outlined above by signing the attached contract and initialing the fee schedule. The prices included in this proposal are good for 45 days – if that time has passed, please contact eda for a revised proposal. If you have any questions, please feel free to contact our office.

Sincerely,

Sergio Reyes, PE
President



Client Contract

CONSULTANT:

eda consultants inc.
 720 SW 2nd Avenue, South Tower, Suite 300
 Gainesville, FL 32601
 P: (352) 373-3541

CLIENT:

Town of Micanopy
 Attn: Sara Samario
 706 NE Chokolka Blvd.
 Micanopy, FL 32667

Client requests and authorizes CONSULTANT to perform the following services:

SCOPE: per proposal dated October 13, 2025 for Planning Review Services – Micanopy Area Cooperative School Site Plan

COMPENSATION by CLIENT to CONSULTANT will be:

SERVICE	COST		INITIAL FOR APPROVAL
Site Plan Review	\$1,225.00	Hourly/Not to Exceed	

Other Terms: Invoices due and payable within thirty (30) days of presentation.

Services covered by this AGREEMENT will be performed in accordance with the Provisions listed below and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understanding and may only be changed by written amendments executed by both parties.

PROVISIONS

- 1. Authorization to Proceed.** Execution of the AGREEMENT by CLIENT will be authorization for CONSULTANT to proceed with the work.
- 2. Per Diem Rates.** CONSULTANT’S Per Diem Rates, when stated as basis of compensation, are those hourly rates charged for work performed on the PROJECT by CONSULTANT’S employees for the indicated classification. These rates are subject to adjustments upon 60-day notice and include all allowances for salary, overhead and fees, but do not include allowances for Direct Expenses.
- 3.1 Cost Opinions.** Any cost opinions or other PROJECT economic evaluations provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT can in no way warrant that bids, construction costs, or other project economics will not differ from the cost opinions or other PROJECT economic evaluation provided.
- 3.2** The CLIENT agrees that CONSULTANT has given no guarantees regarding the outcome or resolution of this engagement. Specifically, as it relates to land use/zoning or other development approval(s), the CLIENT agrees that CONSULTANT has not and cannot guarantee that the applications will be approved, or approved with conditions acceptable to the CLIENT, since the government approval process necessarily involves review of the applications in the legislative and political process, which carries with it a high degree of discretion, risk, and uncertainty. The CLIENT also agrees that the approval process requires the professional judgment of CONSULTANT, in consultation with other professional consultants and the CLIENT, none of whom can control the behavior of public officials or guarantee the outcome of a public body’s vote on an application.
- 3.3** To the extent that actions or inactions by the government require additional services beyond those estimated in the scope of work and Compensation sections of this Agreement, CONSULTANT will be entitled to payment by CLIENT for those services upon presentation of the invoice.
- 3.4** Notwithstanding anything to the contrary, the Parties acknowledge that CONSULTANT is and shall remain the exclusive owner of all ACAD files (the “Files”) produced in connection with this Agreement. Copies of the Files will not be submitted or provided to CLIENT or CLIENT’s agents or contractors.

4. **Standard of Care.** The Standard of Care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by professional Engineers, Surveyors & Mappers, Planners or CONSULTANTS performing the same or similar services in Alachua Co., Florida at the time CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this Standard of Care without additional compensation.

5. **Termination.** This AGREEMENT may be terminated for convenience on 30 days written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. Should CLIENT not pay any invoices within 30 days of receipt, the CONSULTANT reserves the right to discontinue work and/or terminate this agreement for cause by providing the client 5 days written notice. On termination, CONSULTANT will be paid for all authorized services performed up to the termination date plus expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this AGREEMENT, except Provisions 8 through 12, will be terminated upon completion of all applicable requirements of this AGREEMENT.

6. **Payment to Consultant.** Monthly invoices will be issued by CONSULTANT for all services provided under this AGREEMENT. Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or that permitted by law, will be charged on all past-due amounts starting 30 days after the date of the invoice. Payment will first be credited to interest and then to principal. If payment is not received within 45 days of invoice date the CONSULTANT will stop work and inform the CLIENT that work has stopped, and legal means will be pursued to obtain payment. No information/data associated with the project will be provided to any party involved (including official agencies) until full payment of past due invoices is received. In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

CLIENT will exercise reasonableness in contesting any invoice or portion of the invoice until mutually resolved. If any action, in law or equity, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees as determined by the court in the same action.

7. **Limitation of Liability.** In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated so that the CLIENT agrees that, to the fullest extent permitted by law, CONSULTANT'S other liability to CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT, from any cause or causes, shall not exceed the compensation received by CONSULTANT under this AGREEMENT. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it by reference.

8. **Severability and Survival.** If any of the Provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the enforceability of all remaining Provisions shall not be impaired thereby. Limitation of Liability, indemnities and other express representations shall survive termination of this AGREEMENT for any cause.

9. **Interpretations.** The limitations of liability will apply whether CONSULTANT'S liability arise under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitations of liability or sole negligence for indemnification. Said limitations shall apply to CONSULTANT'S officers, affiliated corporations, employees and subcontractors.

10. **Construction Phase Services.** (a) if the Consultant prepared construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto. (b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. (c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

11. No Third-Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT and has no third-party beneficiaries. CONSULTANT'S services are defined solely by this AGREEMENT, and not by any other contract or agreement that may be associated with the PROJECT.

12. Assignments. This is a bilateral personal services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or relating to this AGREEMENT, whether arising out of tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors and assigns of the parties hereto.

13. Dispute Resolution. The parties shall attempt to amicably resolve any disputes arising under this Agreement. Should judicial relief be necessary, such an action will only be commenced in a state court of competent jurisdiction in the Eighth Judicial Circuit in and for Alachua County, Florida. This Agreement shall be construed and interpreted under Florida law. The prevailing party in any action shall be entitled to an award of reasonable attorney's fees and all costs, whether taxable or not, for proceedings at the trial and appellate level, plus interest, and the costs of collection.

14. PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

APPROVED FOR CLIENT

ACCEPTED BY **eda**

BY _____

BY _____

Print Name & Title

Sergio Reyes, PE - President

Date: _____

Date: _____



October 13, 2025

Town of Micanopy
Attn: Sara Samario, Town Manager
706 NE Chokolka Blvd.
Micanopy, FL 32667

Via Email: SSamario@micanopytown.com

**Re: Civil Engineering Review Services
Micanopy Area Cooperative School, Preliminary Site Plan**

Dear Ms. Samario:

We appreciate the opportunity to submit a proposal for professional planning and engineering services to review a preliminary site plan for a school expansion on tax parcels 16808-002-000 and 16520-067-001, located at 803 NW Seminary Avenue in Micanopy. The following outlines our scope of services and fees.

Civil Engineering Services

eda will provide a civil engineering review of the Micanopy Area Cooperative School Preliminary Site Plan application package on behalf of the Town and provide a memo to Town staff that will include any engineering related comments for the initial submittal based on compliance with the Land Development Code and other general engineering standards.

Note: Attendance at public hearings is not included in this scope. If attendance at any public hearings is required/requested, that can be billed hourly (as needed) as additional services.

Fees

Civil Engineering Services

- Preliminary Site Plan Review \$1000.00* Hourly/Not to Exceed

Invoicing will be billed hourly based on actual review time, not to exceed the total indicated above. Invoicing will be done monthly based on work completed.

If this proposal meets with your approval, please authorize eda consultants inc. to proceed with the work outlined above by signing the attached contract and initialing the fee schedule. The prices included in this proposal are good for 45 days – if that time has passed, please contact eda for a revised proposal. If you have any questions, please feel free to contact our office.

Sincerely,

Sergio Reyes, PE
President



Client Contract

CONSULTANT:

eda consultants inc.
 720 SW 2nd Avenue, South Tower, Suite 300
 Gainesville, FL 32601
 P: (352) 373-3541

CLIENT:

Town of Micanopy
 Attn: Sara Samario
 706 NE Chokolka Blvd.
 Micanopy, FL 32667

Client requests and authorizes CONSULTANT to perform the following services:

SCOPE: per proposal dated October 13, 2025 for Engineering Review Services – Micanopy Area Cooperative School Site Plan

COMPENSATION by CLIENT to CONSULTANT will be:

SERVICE	COST		INITIAL FOR APPROVAL
Site Plan Review	\$1000.00	Hourly/Not to Exceed	

Other Terms: Invoices due and payable within thirty (30) days of presentation.

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11. No Third-Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT and has no third-party beneficiaries. CONSULTANT'S services are defined solely by this AGREEMENT, and not by any other contract or agreement that may be associated with the PROJECT.

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13. Dispute Resolution. The parties shall attempt to amicably resolve any disputes arising under this Agreement. Should judicial relief be necessary, such an action will only be commenced in a state court of competent jurisdiction in the Eighth Judicial Circuit in and for Alachua County, Florida. This Agreement shall be construed and interpreted under Florida law. The prevailing party in any action shall be entitled to an award of reasonable attorney's fees and all costs, whether taxable or not, for proceedings at the trial and appellate level, plus interest, and the costs of collection.

14. PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

APPROVED FOR CLIENT

ACCEPTED BY **eda**

BY _____

BY _____

Print Name & Title

Sergio Reyes, PE - President

Date: _____

Date: _____



Town of _____

Micanopy

Florida

AGENDA ITEM: Consideration of Counteroffer for Land Purchase – Community Resource Center (CDBG-CV Grant)

TYPE: Action Item
MEETING DATE: October 14, 2025
DEPARTMENT: Administration
PRESENTED BY: Sara Samario, Town Administrator

BACKGROUND

Through the Town’s Community Development Block Grant – Coronavirus (CDBG-CV) award, funding was allocated for the development of a new Community Resource Center. The Town identified and appraised a parcel suitable for this project. The independent appraisal determined the fair market value of the property to be \$117,000.

In accordance with CDBG acquisition procedures, a formal offer was made to the property owner based on the appraised value. The property owner has since submitted a counteroffer of \$125,000, citing additional private investment in site preparation and engineering work already completed. These improvements include dividing the land between the Town and the Alachua County Library District and establishing a dedicated easement to ensure future access to the Town’s parcel.

FUNDING IMPACT

Under the terms of the CDBG-CV grant, federal funds cannot be used to pay more than the appraised value of the property. Therefore, any amount exceeding the appraisal must be paid by the Town using local funds.

The counteroffer increases the total cost by \$8,000, which would need to be covered by the Town from its General Fund or other available local sources.

STAFF RECOMMENDATION

Staff recognizes the seller’s investment in pre-development work that directly benefits the project and ensures long-term site access. Accepting the counteroffer will allow the Town to proceed with acquisition and keep the project on schedule.

Staff recommends that the Town Commission approve the counteroffer of \$125,000, authorizing the Town Administrator and Mayor to execute the necessary documents to finalize the property acquisition, with the Town contributing the \$8,000 difference from local funds.

RECOMMENDED MOTION

I move to approve the purchase of property for the Community Resource Center at the counteroffer price of \$125,000, and authorize payment of the \$8,000 difference above the appraised value from local funds, with the Mayor and Town Administrator authorized to execute all necessary documents to complete the acquisition.

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



Receipt of Offer Package

This form verifies that I, the undersigned property owner (or authorized representative), have received from the **Town of Micanopy** the following documents related to the proposed acquisition of property through the Community Development Block Grant (CDBG) program:

- 1. Formal Offer Letter to Purchase Property
- 2. Determination of Just Compensation
- 3. Property Appraisal

By signing below, I acknowledge receipt of the above documents on the date indicated. This acknowledgment does not constitute acceptance or agreement to the terms of the offer, only confirmation that the package was delivered to me.

Property Information:

Parcel ID / Address: 16672 000 000

Property Owner (or Authorized Representative):

Printed Name: Mark H. Gray Manager/member

Signature: [Handwritten Signature]

Date of Receipt: 9/18/25

Delivered By (Town Representative):

Printed Name: Sara S. Samario

Signature: [Handwritten Signature]

Date: 9/18/25



Town of _____
Micanopy
Florida

**WRITTEN OFFER OF JUST COMPENSATION AT FAIR MARKET VALUE
TO PURCHASE A PERMANENT EASEMENT ON A PARCEL OF PROPERTY**

Date: September 18, 2025 _____

Name: Mr. Mark Greg

Address: 189 East Ridge Road

Islamorada, Florida 33036

Re: Acquisition of 1.012 acres of a Parcel of Property you own located in the Town of Micanopy that is part of Alachua County Property Appraiser’s parcels #16672-000-000, Micanopy, Florida. The Town of Micanopy is proposing to utilize the property to construct a Community Center.

Dear: Mr. Greg: _____ :

This will introduce to you Sara Samario, Town of Micanopy, Town Administrator, Ms. Samario’s office is located at: 706 NE Chokolka Boulevard, Micanopy, Florida, 32667-4113, Ms. Samario is representing the Town of Micanopy, Florida, in the capacity of Purchasing Agent and she will discuss with you the acquisition by the Town of Micanopy of the parcels of property referenced herein. The Town of Micanopy intends to construct a Community Center on the property. Our records indicate the property is owned by South Moon Under, LLC. This parcel of property, located has the following legal description:

South Moon Lot, 800 block Northeast 1st Street, Micanopy, Alachua County, Florida 32667.

ABOVE-DESCRIBED LANDS CONTAINING 1.012 ACRES, MORE OR LESS.

This information was obtained from the Alachua County, Florida Property Appraiser’s Web Site, Parcel ID #16672-000-000. The acquisition of the described property is being acquired by the Town of Micanopy for the construction of a proposed Community Center.

The Town of Micanopy has had the property described above appraised by a competent and unbiased fee appraiser and the appraisal is found to be well supported. A copy of the Appraisal Report has been included as an enclosure with this letter. Based on the appraisal, the Town of Micanopy hereby makes you a firm offer in

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Enclosure: Statement of the Basis for the Determination of "Just Compensation"
Appraisal of the property

I ACCEPT THE OFFER OF JUST COMPENSATION

I freely and without duress accept the above stated amount offered as just compensation at fair market value in exchange for selling the parcel of property to the Town of Micanopy.

Print Name of Authorized Party: _____

Signature of Authorized Party: _____ Date: _____

**I DECLINE THE OFFER OF JUST COMPENSATION AND DONATE
THE PARCEL OF PROPERTY TO THE TOWN OF MICANOPY**

I freely and without duress accept the above stated amount offered as just compensation at fair market value, but decline to accept the compensation offered, and I choose to donate the parcel of property, and hereby waive my rights under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA), as amended.

Print Name of Authorized Party: _____

Signature of Authorized Party: _____ Date: _____

**"I DECLINE TO SELL THE PROPERTY AT THE OFFER OF JUST COMPENSATION.
HOWEVER, I AGREE TO SELL THE PROPERTY TO THE TOWN OF MICANOPY**

FOR \$ _____ .00.

Print Name of Authorized Party: Mark H. Gregg, Manager/Member → 125,000.00

Signature of Authorized Party: [Handwritten Signature] Date: 9/18/25

**I DECLINE TO SELL MY PROPERTY AT THE APPRAISED PRICE TO THE
TOWN OF MICANOPY**

I decline to participate in the acquisition and refuse to sell my property to the Town of Micanopy.

Print Name of Authorized Party: _____

Signature of Authorized Party: _____ Date: _____

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the amount of One Hundred Seventeen Thousand Dollars (\$117,000.00), the appraised value, for the purchase of the parcel of property as defined above.

We feel that the above offer is most equitable, and we urge your favorable consideration and acceptance of it. Please review the attached appraisal. You may exercise any of the following options regarding this written offer of just compensation for the acquisition of a portion of your property:

- A. Accept the just compensation at fair market value. To do so, simply affix your signature and the date of acceptance below in the section titled "I ACCEPT THE OFFER OF JUST COMPENSATION".
- B. Accept the appraisal valuation of just compensation at fair market value, but decline to accept the compensation, and choose to donate the property, waiving your rights under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA), as amended. To do so, simply affix your signature and the date of acceptance below in the section titled "I DECLINE THE OFFER OF JUST COMPENSATION AND DONATE THE PROPERTY".
- C. Make the Town a Counteroffer for the acquisition of your property. "I AGREE TO SELL THE PROPERTY TO THE TOWN OF MICANOPY FOR THE AMOUNT OF \$ _____ .00.
- D. Decline to participate in acquisition of the property under this procedure. To do so, simply affix your signature and the date of declination below in the section titled "I DECLINE TO SELL MY PROPERTY TO THE TOWN". If the Town's offer is declining. If the offer is declined, the Town will not have sufficient time to construct the proposed community center at another location prior to the funding, the Florida Commerce Department has allocated for the project, being resended.

Whichever option you choose, it is very important that you return this Written Offer of Just Compensation at Fair Market Value with your original signature indicating your decision to the Town's representative at the following address 706 NE Cholokka Boulevard, Micanopy, Florida 32667-4113 or by mail at P. O. Box 137, Micanopy, Florida 32667-0137, as soon as possible to facilitate resolution of this administrative process, which will include entering into a formal agreement regarding your decision and execution of a SALE AND PURCHASE AGREEMENT:

Sincerely,

Jiana Bradshaw, Mayor

Signed by:

 3C06088EC8214C2

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

STATEMENT OF THE BASIS FOR THE DETERMINATION OF JUST COMPENSATION (07.02)

Description and Location of Property

The Town of Micanopy, Florida proposes to purchase a 1.012-acre parcel of property located in the Town of Micanopy, Florida. The property includes portions of Alachua County Property Appraiser's Parcel #16672-000-000. The parcel is currently vacant. The Town proposes to purchase said property from South Moon Under, LLC. whose address is 189 East Ridge Road, Islamorada, Florida 33036.

Purpose of Purchase

The Town of Micanopy intends to use the entire parcel for property to construct a Community Center. The proposed use conforms to the zoning, present use, surrounding land use, and area trends.

Declaration of Offer

Based on the appraisal of the property, the Town of Micanopy hereby makes South Moon Under, LLC an offer in the amount of One Hundred Seventeen Thousand Dollars (\$117,000.00) for the purchase of your property. This offer is for the fair market value of your property and does not include any consideration of decrease or increase in value attributable to the project for which it is being acquired. It reflects no relocation payments which the owner/tenant may be entitled to receive under the Community Development Block Grant Regulations.

Definition of Fair Market Value

"Fair Market Value" is the highest price estimated in terms of money which the property would bring if exposed for sale in the open market, allowing a reasonable time in which to find a purchaser buying with knowledge of all the uses and purposes for which it is adapted and for which it is capable of being used.

Appraisal Techniques

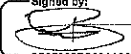
Because the property is vacant, a Sales Comparison approach was the only approach utilized to determine the fair market value of this property.

Sales Comparison Approach

* Land: One Hundred Seventeen Thousand hundred dollars (\$117,000.00).

To determine the fair market value of the unimproved subject property, the hired appraiser researched sales of approximately three vacant properties in the area and utilized these properties as comparables to establish the basis for establishing the value of subject property by comparison.

After adjusting these sales, of comparable properties, for difference in the legal, physical, location and economic characteristics of comparable sales, the determined value of subject property, by comparison, is \$117,000.00.

Signed by: 

Signature of Authorizing Official

9/15/2025

Date



Town of _____

Micanopy

Florida

Item # 19.

Agenda Item: Traffic Safety Devices – Equipment Purchase Proposal

Type: Discussion / Action

Prepared By: Sara Samario, Town Administrator

Date: October 14, 2025

Background

Town staff, in collaboration with the Fall Festival Committee, have evaluated the need for improved traffic management equipment to support major community events and town operations. The current equipment used by staff is outdated, worn, and increasingly difficult to manage. Additionally, the Fall Festival Committee rents similar equipment annually from an outside vendor to accommodate the large influx of visitors during the festival.

Proposal

In lieu of continued annual rentals, the Fall Festival Committee has proposed renting the necessary traffic safety devices directly from the Town, should the Town acquire and maintain its own equipment. This approach would reduce long-term costs for community events and ensure that the Town has readily available resources for traffic control during emergencies, road repairs, and other planned closures.

Operational Benefit

After consultation with Public Works Supervisor David Holton, staff determined that the proposed equipment would serve multiple purposes throughout the year, including:

- Traffic control during annual community events such as the Fall Festival and holiday parades.
- Enhanced safety during utility repairs, water line maintenance, or roadway closures.
- Improved visibility and organization during special projects requiring partial street access.

Estimated Cost and Funding

The proposed purchase would include six (6) water walls and twelve (12) traffic drums, with an estimated total cost ranging between \$2,000 and \$2,500. Staff is continuing to research vendors to obtain the most competitive pricing, but the above range reflects a realistic estimate based on current market rates.

Recommendation

Staff recommends the Town Commission approve a budget allocation of \$2,500 for the purchase of traffic control devices as outlined.

Recommended Motion

To approve a budget of \$2,500 for the purchase of traffic control devices, including six (6) water walls and twelve (12) traffic drums, and authorize staff to proceed with procurement in accordance with the Town's purchasing policies.

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Item # 20.

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August 29, 2025

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

RE: Fiscal Year 2026
Agreement Between the Town and the Planning Council
for Local Government Comprehensive Planning Services

Dear Sara:

Please find enclosed two copies, with original planning Council signatures, of the above referenced proposed agreement between the Town and the Planning Council for the Planning Council to provide comprehensive planning services to the Town for Fiscal Year 2026 in the amount of \$7,000. Please note that the method of compensation for comprehensive planning services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the Town, please have both copies dated on Page 1 and signed on Page 4, retain one copy of the Agreement with original signatures for the Town's files and return one signed copy of the Agreement with original signatures to me for Planning Council's files.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.339.2489.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosures

I:\lga contracts\2025\2025 agreeletterfinalmerge.doc

FISCAL YEAR 2026

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

TOWN OF MICANOPY

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2025, by and between the Town of Micanopy, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Seven Thousand Dollars and No Cents (\$7,000.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2025 and shall end on September 30, 2026. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless and indemnify the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the Town Administrator/Clerk of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Alachua County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Alachua County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

ARTICLE XIII - PUBLIC RECORDS

Pursuant to Florida Statute 119.0701 the parties agree to the following:

- (a) During the term of this Agreement, Planning Council shall comply with the Florida Public Records Law, to the extent such law is applicable to Planning Council. If Section 119.0701, Florida Statutes is applicable, Planning Council shall do the following: (1) Keep and maintain public records required by the Town to perform this service; (2) Upon request from the Town, provide the Town with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Planning Council does not transfer the records to the Town; (4) Upon completion of the contract, Planning Council will transfer, at no cost, all public records to the Town, or keep and maintain public records required by the Town to perform the service. If Planning Council transfers to the Town all public records upon completion of the contract, Planning Council shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If Planning Council keeps and maintains public records upon completion of the contract, Planning Council shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

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

- (e) If Planning Council refuses to perform its duties under this section within 14 calendar days of notification by the Town that a demand has been made to disclose Planning Council's Confidential Information, then Planning Council waives its claim that any information is Confidential Information, and releases the Town from claims or damages related to the subsequent disclosure by the Town.
- (f) A request to inspect or copy public records relating to this Agreement must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify Planning Council of the request, and Planning Council must provide the records to the Town or allow the records to be inspected or copied within a reasonable time.
- (g) If Planning Council fails to comply with the Public Records Law, Planning Council shall be deemed to have breached a material provision of this Contract and the Town shall enforce this Contract and Planning Council may be subject to penalties pursuant to Chapter 119.
- (h) **IF PLANNING COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PLANNING COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-466-3121, OR TOWNHALL@MICANOPYTOWN.COM OR P.O. BOX 137, MICANOPY, FLORIDA 32667-0137.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

TOWN OF MICANOPY

Attest:

Seal


 Sara S. Samario
 Town Administrator/Clerk

 Jiana Williams
 Mayor

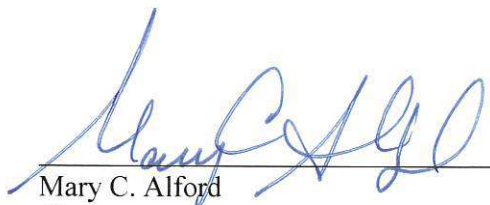
NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal



 Scott R. Koons
 Executive Director



 Mary C. Alford
 Chair

APPENDIX A
SCOPE OF SERVICES
FOR THE
FISCAL YEAR 2026
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

Micanopy Athletics Association Charter

Mission Statement

Micanopy Athletics Association exists to provide youth and community members with opportunities to develop athletic skills, teamwork, discipline, and leadership through organized sports and recreation.

Core Values

- Respect – for self, teammates, coaches, officials, and opponents.
- Integrity – playing fair, being honest, and demonstrating good sportsmanship.
- Commitment – giving our best effort in both practice and competition.
- Community – building unity and pride in Micanopy through athletics.

Organization

Micanopy Athletics will be guided by community leaders, coaches, volunteers, and parents working together to provide a safe, positive, and supportive environment.

Code of Conduct


- Athletes are expected to attend practices and games on time and with a positive attitude.
- Coaches will lead by example, promoting fair play and respect.
- Parents and supporters will encourage athletes, respect officials, and uphold the mission of the program.

Safety Policy

The well-being of all participants is the top priority. Injuries or unsafe behavior will be addressed immediately, and proper medical attention will be sought when needed.

Adoption

This charter serves as the guiding document for Micanopy Athletics Association and may be updated as the program grows.

Authorized By: 

Date: _____

Micanopy Athletic Association Charter and Bylaws

Article I: Name

The name of this organization shall be the Micanopy Athletic Association (MAA).

Article II: Purpose

The purpose of the Micanopy Athletic Association is to promote and facilitate recreational sports within the community, in collaboration with the Town of Micanopy. This includes, but is not limited to, the Babe Ruth Association and the Swampville Gators Football program.

Article III: Membership

- 1. Membership is open to all individuals and families residing in the Town of Micanopy.**
- 2. Membership dues, if any, shall be determined by the Board of Directors.**

Article IV: Board of Directors

- 1. The Board shall consist of a minimum of five members, including a President, Vice President, Secretary, Treasurer, and at least one member-at-large.**
- 2. Elections Board members shall be elected annually by the membership.**
- 3. Powers. The Board shall have the authority to make decisions regarding the operation of the Association and its programs, including collaboration with the Town of Micanopy.**

Article V: Programs

- 1. Existing Sports: The MAA shall oversee the Babe Ruth Association and the Swampville Gators Football program.**
- 2. Collaboration with the Town: The MAA will work with the Town of Micanopy to ensure the provision and enhancement of recreational sports programs.**

While also providing supervision of the Ballpark and ensuring that all sports activities are in compliance with the ordinance and regulations.

- 3. New Programs. The MAA. may introduce new sports programs based on community interest and available resources.**
- 4. Background Checks: The MAA shall comply with both State and Federal Laws requiring Level Two Background Checks for ALL Coaches and anyone providing direct services to children.**

Article VI: Meetings

- 1. Regular Meetings. The Board shall meet Bi-monthly, and general membership meetings shall be held quarterly.**
- 2. Quorum: A quorum for conducting business shall consist of a majority of the Board members.**

Article VII: Amendments

These bylaws may be amended by a two-thirds vote of the Board, followed by approval from the general membership at the next scheduled meeting.

Article VIII: Dissolution

In the event of dissolution, any remaining assets shall be distributed to a nonprofit organization that supports youth sports in the community, as determined by the Board.



TOWN OF MICANOPY PROPERTY USE AGREEMENT

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

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

1. LIMITED USE OF THE SITE/REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ~~10-13.~~ ATTORNEY'S FEES. In the event of any litigation, the prevailing party shall be entitled to reasonable attorney's fees and court costs at trial and appellate levels and at Mediation.
- ~~11-14.~~ TIME. Time is of the essence in the Agreement.
- ~~12-15.~~ REMEDIES. Failure to cure a breach of a material term hereunder within four (4) hours of LICENSEE's receipt of written notice thereof shall entitle the TOWN to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida. Venue shall be in Alachua County, Florida.
- ~~13-16.~~ ASSIGNMENT. This Agreement is not assignable.
- ~~14-17.~~ SEVERABILITY. If any provision of this Agreement is held invalid, it shall not affect the validity of the remaining provisions.
- ~~15-18.~~ MODIFICATIONS. No modifications shall be effective unless in writing and executed by the TOWN and LICENSEE.
- ~~16-19.~~ WAIVER. Failure to enforce any provision shall not be deemed a waiver of the provision or modification of this Agreement.
- ~~17-20.~~ ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

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

Signed in the presence of: LICENSEE:

Print Name:

Print Name By:

For the TOWN OF MICANOPY

Jiana Williams, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

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

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

Signature of Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

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

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

Signature of Notary Public



Micanopy Water System Improvements

Town Commission Status Report

October 14, 2025

Recommended Action

- 1) Discuss item, and
- ✓ ~~2) Authorize City Manager to execute task order in the amount of \$262,300 to design water treatment facility improvements employing greensand and granular activated carbon filtration, and~~
- 3) Authorize City Manager to execute task order in the amount of \$480,300 to design water distribution system improvements to incorporated larger diameter PVC pipes



Water System Information

- Permitted capacity: 103,000 gpd, annual average daily flow
518,000 gpd, max daily flow
- Average daily flow: 65,000 gpd (~63% of permitted capacity)

- 3 – potable water wells (1965, 1985, 2022)
- 1 – 100,000-gallon elevated storage tank
- 1 – 150 kW (diesel) auxiliary generator
- 37 fire hydrants
- 11.6 miles water main (2", 4", 6", and 8")
- ~350 water meters / water connections



Water System Improvements

➤ State funding establishes three (3) primary milestones for lenders / projects

➤ Planning –

- Facility Plan – 20-year planning document
- Identifies utility deficiencies / needs
- Provides funding plan
 - Florida State Revolving Fund (SRF) is funding source
 - Planning / Design activities: 10-year term
 - Construction activities: 20 (or 30) year term
- Estimated project cost



➤ Design –

➤ Construction –

Water System Improvements

Facility Plan: Two Focus Areas

1) Water Treatment System

- Iron
 - Secondary pollutant, generally aesthetic concerns
 - Staining / iron / rust deposits
- Disinfection By-Products (DBPs)
 - Total Tri-halomethanes (TTHMs)
 - Occur when organics in water source combine with disinfectants (ie chlorine)
 - Potential health issues, including cancer, associated with TTHMs
- **Solution**: Greensand filtration followed by granular activated carbon filtration; filtrate to percolation system at baseball field



Water System Improvements

Facility Plan - Two Focus Areas (continued)

2) Water Distribution System

- Low pressure areas / inadequate fire flow capabilities
- Due to small diameter pipes and lack of interconnections within pipe system (looping)
- **Solution:** Construct large diameter (6" and 8") PVC pipelines in strategic locations to enhance pressure and available fire flow with minimal impact to roadways and tree canopy



Water System Improvements

Alternatives Selected

	Report Section	Construction ¹	Engineering ²	Construction Engineering and Inspection ³	Legal, Fiscal, and Administrative ⁴	Total Project Cost
Supply Treatment Greensand/GAC		\$1,344,800	\$262,300 \$122,300	\$61,200	\$36,700	\$1,705,000 \$1,565,000
Distribution System Improvements		\$6,822,500	\$480,300 \$620,300	\$310,200	\$186,100	\$7,799,100 \$7,939,100
Recommended Plan Total		\$8,167,300	\$742,600	\$371,400	\$222,800	\$9,504,100

Water System Improvements

Alternatives Selected



Milestone	Anticipated Schedule
Prepare Preliminary Engineering Report and Adotion of Facility Plan	November 2023 to June 2024
SRF Meeting and Appropriation of Project Funds	August 2024 to October 2024
Project Design and Permitting Contract Awarded	December 2024
Project Design and Permitting	January 2025 to April 2026
Project Funding Awarded	August 2026
Project Bidding and Contract Award	November 2026 to February 2027
Project Construction	April 2027 to Ocober 2028
Project Certification	January 2029

Water System Improvements

Funding

Florida SRF Loan

✓ Planning

\$75,000

Design ←

\$430,000

Legislative Appropriation

\$505,000, 50% principal forgiveness

\$371,300

\$876,300 **\$801,300 available**

Design Proposals

➤ Task 1: Water Treatment Facility Improvements: \$262,300

➤ Task 2: Water Distribution System Improvements: \$480,300

\$742,600

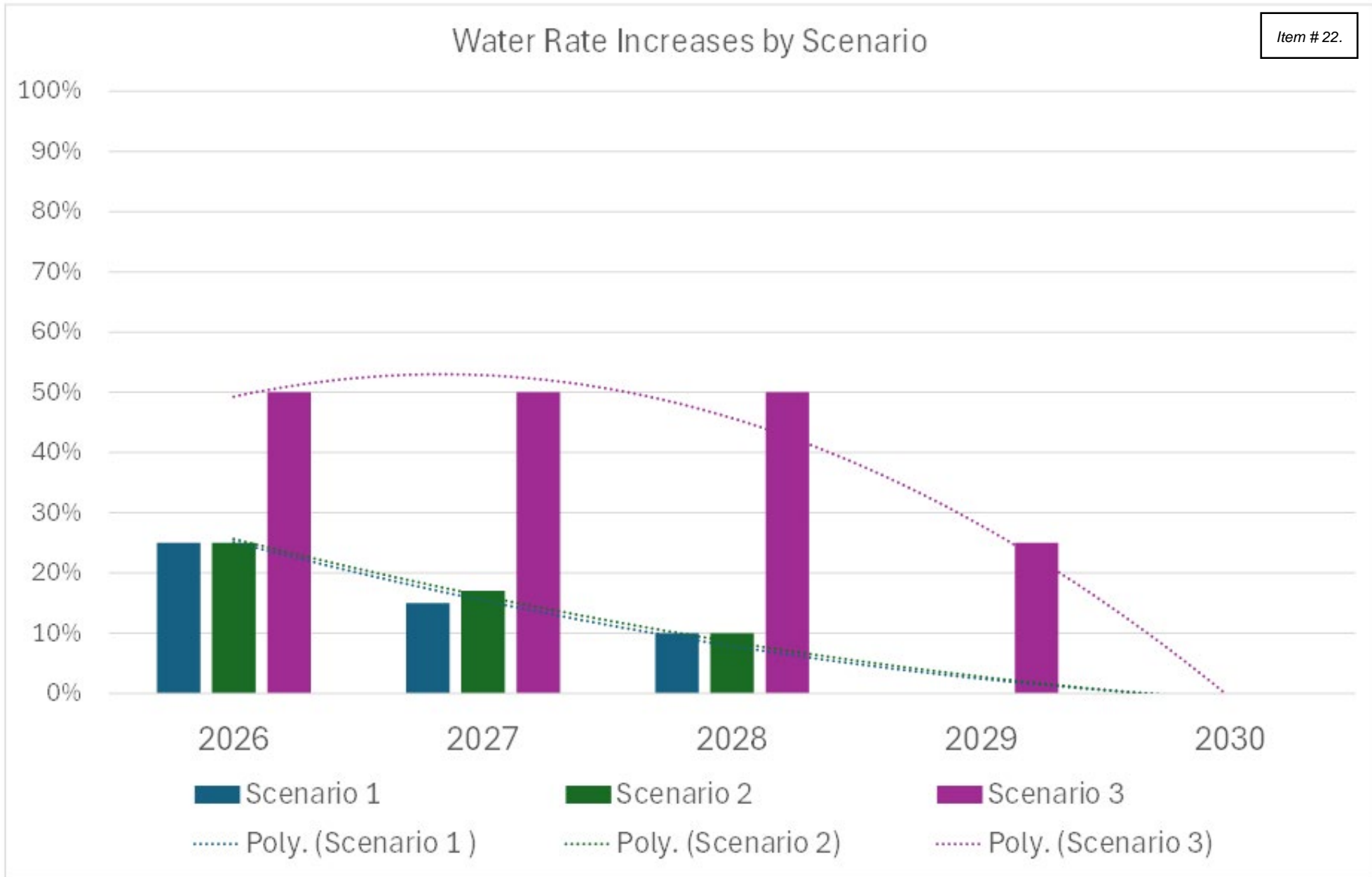
Water System Improvements

Scenarios	Elements	Estimated Cost
Scenario 1	▪ Design treatment improvements	\$262,300
	▪ <u>Construct treatment improvements</u>	<u>\$1,442,700</u>
	Total	\$1,705,000
Scenario 2	▪ Design treatment improvements	\$262,300
	▪ Construct treatment improvements	\$1,442,700
	▪ <u>Design distribution system improvements</u>	<u>\$480,300</u>
	Total	\$2,185,300
Scenario 3	▪ Design treatment improvements	\$262,300
	▪ Construct treatment improvements	\$1,442,700
	▪ Design distribution system improvements	\$480,300
	▪ <u>Construct distribution system improvements</u>	<u>\$7,318,800</u>
	Total	\$9,504,100

Water Sys

Rate Impacts

Scenario	Description
1	Design and Co
2	Scenario 1 plu
3	Scenario 2 plu



Item # 22.

Questions

Item # 22.



Recommended Action

- 1) Discuss item, and
- ~~2) Authorize City Manager to execute task order in amount of \$262,300 to design water treatment facility improvements employing greensand and granular activated carbon filtration, and~~
- 3) Authorize City Manager to execute task order in amount of \$480,300 to design water distribution system improvements to incorporated larger diameter PVC pipes





Woodard & Curran

Clean water, safe environment, healthy communities, happy people

Agenda Item Summary Report

Item Title:	Water System Improvements Update - Engineering Design Services Task Orders
Meeting Date:	October 14, 2025
Recommended Action:	1) Discuss item, and 2) Authorize City Manager to execute a task order in the amount of \$480,300 to design water distribution system improvements to incorporate larger diameter PVC pipes

Summary: The Town of Micanopy constructed a water system and began providing water service to its residents in the mid-1960s. Over time, the Town has upgraded its water system to meet greater demands or regulatory requirements. Today, the water system generally consists of the following:

- 3 – potable water wells (1965, 1985, 2022) rated at 350, 375, and 750 gallons per minute (gpm) respectively,
- Disinfection system,
- Corrosion control system,
- 1 – 100,000-gallon elevated storage tank,
- 1 – 150 kW (diesel) auxiliary generator,
- 37 fire hydrants
- 11.6 miles water main (2", 4", 6", and 8")
- ~350 water meters / water connections

Micanopy’s water system treats an average of 65,000 gallons per day (gpd). The water system is permitted by the St. John’s River Water Management District to serve an annual average of 103,000 gpd and a peak day of 518,000 gpd.

In 2021, the Town partnered with the Florida Rural Water Association and Saltus Engineering to develop a Water Master Plan. The Water Master Plan was completed in 2022. The Water Master Plan identified deficiencies in the water system that warranted action by the Town. The primary deficiencies identified were the presence of iron and disinfection by-products in the Town’s water supply and low fire flow throughout the Town’s water system.

The Town contracted with Woodard & Curran (W&C) to develop a plan to address the deficiencies. W&C developed a Water System Facilities Plan that identified alternatives to resolve the water system deficiencies. W&C also assisted the Town in applying for funding from the Florida State Revolving Fund (SRF) program administered by the Florida Department of Environmental Protection (FDEP). SRF offers low interest loans, “debt forgiveness”, and grants as funding tools for water and wastewater projects. Micanopy received funding from the SRF

program to proceed with the planning and design phases of the water system improvements. The development of the Water System Facilities Plan enabled the Town to meet the planning phase requirements of the SRF program. FDEP accepted the Micanopy Water System Facility Plan in early 2025, enabling the Town to proceed with design of the recommended alternatives which include installation of greensand filters and activated carbon filters at the Town’s water treatment facility along with replacement of small diameter (2” and 4”) water pipes in the Town’s water distribution system with larger (6” and 8”) PVC pipes. The estimated construction costs for the improvements were \$1,565,000 and \$7,939,100 respectively.

The State legislature awarded Micanopy with a \$371,500 appropriation following the 2025 legislative session for its water system improvements. This funding greatly reduces the anticipated debt service associated with the projects.

At the Town’s request, W&C prepared a proposal to design Micanopy’s water system improvements. The proposal breaks the work into two (2) tasks – one (1) for the water treatment system improvements and one (1) for the water distribution system improvements. The design engineering services include preliminary engineering assessment, and engineering design to develop drawings and specifications sufficient to bid and construct the water system improvements. The work also includes the engineering effort to apply for necessary permits from regulatory and roadway jurisdictions. The work will conclude with the provision of 100% bid documents enabling the Town to proceed to the next phase of the project. Town staff is expected to participate in the design process and will review the design periodically as it progresses.

The proposal provides for 10 months to complete the design engineering services. This will enable the Town to be considered for construction funding at FDEP’s August 2026 SRF funding hearing.

The proposed engineering design services fee for each task are as follows:

- Task 1 – Water Treatment Facility Improvements \$262,300
- Task 2 – Water Distribution Facility Improvements \$480,300

The proposed fee for each task aligns with the projected fees in the Micanopy Water System Facilities Plan adopted earlier this year by the Town Council. Funding for the design services are available from the Town’s SRF loan (\$430,000), the legislative appropriation (\$371,500), American Rescue Plan Act funding (\$**unsure**), and Alachua County Infrastructure Surtax revenues (**\$unsure**).

Staff, working with W&C, has developed three (3) scenarios for the Town to proceed with their two (2) tasks. The scenarios are identified in the table below:

Scenarios	Elements	Estimated Cost
Scenario 1	▪ Design treatment improvements	\$262,300
	▪ <u>Construct treatment improvements</u>	<u>\$1,442,700</u>
	Total	\$1,705,000
Scenario 2	▪ Design treatment improvements	\$262,300
	▪ Construct treatment improvements	\$1,442,700
	▪ <u>Design distribution system improvements</u>	<u>\$480,300</u>
	Total	\$2,185,300
Scenario 3	▪ Design treatment improvements	\$262,300
	▪ Construct treatment improvements	\$1,442,700
	▪ Design distribution system improvements	\$480,300
	▪ <u>Construct distribution system improvements</u>	<u>\$7,318,800</u>
	Total	\$9,504,100

Staff & W&C will continue to seek funding for the water system improvements as the projects proceed through the design phase.

Woodard & Curran presented its proposal to the Town Council at the September 9, 2025, Town Council meeting. After deliberating the item, the Town Council directed staff to proceed with design of the water treatment plant improvements in the amount of \$262,300. The task order for this effort has been executed and work is underway.

The Town Council requested that the proposal to design water distribution system improvements be postponed to the next Town Council meeting (October 2025) enabling time to research the item further, discuss with staff, and consider how to proceed.

Staff notes the following:

- a) Funding is in place today to proceed with design of the water distribution system improvements. No additional approvals are required by FDEP (the lender).
- b) Micanopy has sufficient funding on-hand to complete the design of the water treatment facility improvements and the distribution system improvements without long-term (10-year) debt.
- c) Town staff and Woodard & Curran continue to seek funding opportunities for treatment plant and distribution system improvements.
- d) Completing the designs enables both projects to be termed "shovel-ready". "Shovel-ready" is often a pre-requisite for some funding opportunities.
- e) There are efficiencies in designing the water distribution system improvements in one effort.
- f) Having the design complete and "ready for construction" enables Micanopy to construct the water distribution system improvements in phases, as funding becomes available.