



Town Commission Regular Meeting Agenda

Tuesday, March 10, 2026 at 7:00 PM

706 NE Chokolka BLVD

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

CONSENT AGENDA

1. Agenda Approval
2. Regular Commission Meeting Minutes of February 10, 2026

GUESTS

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

CITIZEN'S FORUM

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

TOWN COMMISSION LIAISON REPORTS

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

CITIZEN BOARD AND COMMITTEE REPORTS

8. Planning and Historic Preservation Board
9. Tree Committee

TOWN ATTORNEY REPORT

10. Ordinance 2026-02, Prohibiting Public Camping

An Ordinance of the Town of Micanopy, Florida Amending the Town of Micanopy Code of Ordinances, as Amended; Providing for the Amendment of Chapter 30 of the Town of Micanopy Code of Ordinances to Add Chapter 30, Article IV, Section 86 - Prohibiting Public Camping or Sleeping on any Public Property, Public Building, or Public Right-of-Way; Providing for Codification; Providing for Repeal of Conflicting Ordinances; Providing Severability; Providing for Incorporation in the Town of Micanopy Code of Ordinances; and Providing an Effective Date.

11. Proposed Ordinance 2026-03, Business Tax Ordinance

Modest 5% adjustment to Local Business Tax rates within statutory limits and modernization of classifications.

Approximate increase of \$2,000–\$3,000 annually.

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

12. Financial Reporting for Period Ending February 28, 2026

TOWN ADMINISTRATOR REPORT

13. Caretaker Residence Program

Authorization of Caretaker Services Agreement, Revocable License to Occupy, and Memorandum of Understanding with Alachua Conservation Trust

14. Report - Informational Only

NEW BUSINESS

15. Proposed Resolution 2026-03, Establishing a Fee Schedule

16. Acceptance of EDA Consultants' Proposal for Surveying Services

17. Amendment to Loan Agreement DW010600

Request for approval of an extension to the Town's Drinking Water State Revolving Fund (DWSRF) planning and design loan phase through February 15, 2027, and authorization for the Mayor and Town Administrator to execute the extension agreement.

18. Proposal for Structural Engineering Services – Micanopy Town Hall

UNFINISHED BUSINESS

TOWN COMMISSIONER REPORTS

19. Commissioner (Seat 1) Judy Galloway

20. Commissioner (Seat 3) David Massey

21. Commissioner (Seat 4) Kevin Putansu

22. Commissioner (Seat 5) Ken Wessberg

MAYOR (SEAT 2) JIANA WILLIAMS REPORT

ADJOURN

PLEASE NOTE: PURSUANT TO SECTION 286.015, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, A PERSON WITH DISABILITIES NEEDING ANY SPECIAL ACCOMODATIONS TO PARTICIPATE IN

TOWN MEETINGS SHOULD CONTACT THE TOWN ADMINISTRATOR, 706 NE CHOLOKKA BLVD., MICANOPY, FLORIDA 32667-0137, TELEPHONE (352) 466-3121.



Town Commission Regular Meeting Minutes

Tuesday, February 10, 2026 at 7:00 PM

706 NE Chokolka BLVD

CALL TO ORDER

Mayor Jiana Williams called the meeting to order 7:00 pm

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

Commissioners:

Mayor Jiana Williams, present

Mayor Pro Tem Kevin Putansu, present

Commissioner Judy Galloway, present - arrived 7:05 pm

Commissioner David Massey, present

Commissioner Ken Wessberg, present

Staff Present:

Attorney Derek Folds, present

Administrator Sara Samaraio, present

Deputy Town Clerk Patty Polk present

CONSENT AGENDA

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

Commissioner Judy Galloway arrived at 7:05 pm

1. Agenda Approval
2. Regular Commission Meeting Minutes of January 13, 2026

GUESTS

3. Micanopy Branch Library Update
Micanopy Librarian Wendy Schneider gave a verbal report.
4. Willie Mae Stokes Community Center

Community Update

Bishop Christopher Stokes gave a written and verbal report.

5. Alachua County Sheriff's Office

Community Update

Unavailable

CITIZEN'S FORUM

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

Bud DesForges discussed Cox internet which is available. Call them, and they will come out and hook you up; no charge for installation at this time. Act soon.

H. Grace Fuller discovered that our Fire Department has moved. Her neighbor recommended installing EADs at multiple locations in Micanopy, a necessary life-saving device. Discussion ensued. Commissioner Wessberg would be happy to demonstrate the AED and research AED's and bring information to the next commission meeting.

Melik Moore, candidate for the House of Representatives, introduced himself. He is running for Yvonne Hinson's open seat, which she is retiring from.

Brenda Maynard, Micanopy Area Cooperative School (MACS), has two AED's at the school, one in the office and one in the cafeteria. They are finalizing their RAD kid training for this school year, which is Personal Empowerment Safety Education, and will have a demonstration in the first two weeks of March 2026.

Stoney Slaton discussed the center striping on Seminary Ave and the stop bar at the entrance to SE Co Rd 234, which are great. He asked who authorized the striping and was told that Alachua County had hired the contractor and that it was a mistake to stripe the Micanopy road. He is concerned that the side striping should be removed, as it wasn't originally there and makes the road appear narrower. Commissioner Massey noted that traffic calming is intended to make the road appear narrower and to slow traffic. Slaton would like them to return and correct inconsistencies in the side-of-the-road striping. Administrator Samario inspected the striping today and noted inconsistencies, which are normal.

TOWN COMMISSION LIAISON REPORTS

6. Alachua County League of Cities

Commissioner Massey and Administrator Samario attended the League of Cities days. It was very crowded, but they were able to see Representative Hinson and Senator McClain and speak with the staff. Administrator Samario stated that you do not wait until the session to discuss the town's needs. You attend the session, introduce yourself, and leave them with a Good Morning Micanopy coffee to remind them we exist.

7. Alachua County Children's Trust

Mayor Willaims gave a verbal report.

8. Thrasher Warehouse Board

Commissioner Wessberg gave a verbal report. The Thrasher Warehouse Board is planning a fundraiser. Everyone is welcome to visit the Museum and Warehouse. Raquel Vallejo questioned if there is an endowment connected to the warehouse; no there is not.

CITIZEN BOARD AND COMMITTEE REPORTS

9. Planning and Historic Preservation Board

The January 2026 P&HPB meeting was cancelled.

10. Tree Committee

Unavailable

TOWN ATTORNEY REPORT

11. Ordinance 2026-01

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

Attorney Derek Folds read Ordinance 2026-01 on the short title on final reading.

Motion made and seconded (Putansu/Galloway) to adopt Ordinance 2026-01 on final reading; passed 5-0

12. Ordinance 2026-02

An Ordinance of the Town of Micanopy, Florida Amending the Town of Micanopy Code of Ordinances, as Amended; Providing for the Amendment of Chapter 30 of the Town of Micanopy Code of Ordinances to Add Chapter 30, Article IV, Section 86 - Prohibiting Public Camping or Sleeping on any Public Property, Public Building, or Public Right-of-Way; Providing for Codification; Providing for Repeal of Conflicting Ordinances; Providing Severability; Providing for Incorporation in the Town of Micanopy Code of Ordinances; and Providing an Effective Date.

Attorney Derek Folds read Ordinance 2026-02 on the short title on first reading. Discussion ensued at length.

Motion made and seconded (Putansu/Wessberg) to adopt Ordinance 2026-02 as presented on first reading; passed 5-0

13. Set Quasi-Judicial Hearing Date

Micanopy Area Cooperative School (MACS) Special Use Permit and Site Plan Appeal Hearings

Administrator Samario discussed scheduling a meeting for the appeal hearing for Micanopy Area Cooperative School (MACS). Discussion ensued at length.

Special Called Town Commission Meeting is set for Monday, March 9, 2026 - 6:00 pm

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

14. Financial Reporting for Period Ending January 31, 2026

Administrator Samario presented the financial reports. Discussion ensued.

Motion made and seconded (Galloway/Wessberg) to accept the financial reports as submitted; passed 5-0

TOWN ADMINISTRATOR REPORT

15. Report

Administrator Samario stated that we have hired a new employee, Cindy Bishop; she is a good fit.

We will not have a commissioner election in March 2026, as our two open seats were filled without opposition. Welcome again, Kevin Putansu, seat #4, and Ken Wessberg, seat #5.

We have recently noticed some cracks in our building and today a structural engineer came and gave us a complimentary inspection and will provide a report.

NEW BUSINESS

UNFINISHED BUSINESS

TOWN COMMISSIONER REPORTS

16. Commissioner (Seat 1) Judy Galloway

Commissioner Judy Galloway greeted everyone with a good evening. February is black history month, and she is one of the oldest citizens in Micanopy; she's been here since 1956. Her dad Eddie Glover was our first black Mayor.

17. Commissioner (Seat 4) Kevin Putansu

Mayor Pro Tem Kevin Putansu thanked everyone for joining us and partaking in democracy.

March 2, 2026 - 6:00 pm is the next Town potluck. The invitation will be emailed to our residents who are registered on our email and will be posted on face book posted on social media.

18. Commissioner (Seat 3) David Massey

Commissioner David Massey thanked everyone for joining us for this meeting. He emphasized the importance of the literacy program at the Willie Mae Stokes Community Center; it is working and they are reading better; he's pleased with the program.

Commissioner Massey is requesting a resolution supporting the rails to trails program. Administrator Samario will discuss this with Aaron Weber.

19. Commissioner (Seat 5) Ken Wessberg

Commissioner Ken Wessberg suggested inviting Aaron Weber to our next meeting to discuss rails to trails. Thank you for the last 3 years and he looks forward to our next 3 years.

MAYOR (SEAT 2) JIANA WILLIAMS REPORT

Mayor Jiana Williams attended the elected officials meeting via zoom and they discussed transportation to and from schools. The schools will change zoning next year with a couple closures.

The quilt exhibit was great. The Micanopy quilt was in a few pictures. It is love month. Her quote for the day. All you need is love and a little bit of chocolate is good to. She handed out chocolate for Valentines Day.

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.

Mayor Jiana Williams adjourned the meeting at 8:37 pm



Town of _____
Micanopy
Florida

ORDINANCE 2026-02

AN ORDINANCE OF THE TOWN OF MICANOPY, FLORIDA AMENDING THE TOWN OF MICANOPY CODE OF ORDINANCES, AS AMENDED; PROVIDING FOR THE AMENDMENT OF CHAPTER 30 OF THE TOWN OF MICANOPY CODE OF ORDINANCES TO ADD CHAPTER 30, ARTICLE IV, SECTION 86 – PROHIBITING PUBLIC CAMPING OR SLEEPING ON ANY PUBLIC PROPERTY, PUBLIC BUILDING, OR PUBLIC RIGHT-OF-WAY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION IN THE TOWN OF MICANOPY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes authorizes a municipality to enact regulations to protect the health, safety and welfare, and interests of the citizens of the Town; and

WHEREAS, On March 20, 2024, Governor Ron DeSantis signed House Bill 1365, which has been codified as Chapter 2024-11, Laws of Florida. The new law became effective on October 1, 2024, and creates Section 125.0231, Florida Statutes. The purpose of the law is to regulate public camping and public sleeping and is focused on Florida’s homeless population, which is over 30,000 persons; and

WHEREAS, While enacting House Bill 1365, the Florida Legislature considered evidence that approximately 50 percent of people experiencing homelessness in Florida were unsheltered, meaning their primary nighttime residence is a place not suitable for human habitation, such as a sidewalk, vehicle, abandoned building, or park. Living unsheltered can have significant impacts on a person’s health and safety; and

WHEREAS, the Town of Micanopy has a significant interest in providing a safe and pleasant environment and in eliminating public camping or sleeping on any public property, public building, or public right-of-way; and

WHEREAS, in accordance with Section 125.0231, the Town of Micanopy finds it necessary to codify its prohibition of public camping and sleeping on public property; and

WHEREAS, Chapter 30, Article IV of the Town of Micanopy Code of Ordinances listed various offenses for which civil penalties may be assessed for violation thereof. It is intended that this Ordinance shall be added to said list of violations; and

WHEREAS, the Town Commission of the Town of Micanopy finds it is in the best interest and welfare of the citizens, business owners, visitors and the homeless population of the Town of Micanopy to enact this Ordinance.

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

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

Section 2. Chapter 30 of the Town of Micanopy Code of Ordinances entitled “Offenses and Miscellaneous Provisions” shall be amended to include 30-86 entitled “Prohibition Against Public Sleeping and Public Camping” which shall read as follows (words **struck through** have been deleted, and words **underlined** have been added):

Sec. 30-86. Prohibition Against Public Sleeping and Public Camping:

(a) Findings. The Town of Micanopy has a significant interest in providing a safe and pleasant environment for its citizens, business owners, visitors and its homeless population by eliminating public camping or sleeping on any public property, public building, or public right-of-way. Public camping or public sleeping in a public place not suitable for human habitation, such as a sidewalk, vehicle, abandoned building, or park can have significant impacts on a person’s health and safety. The Town Commission of the Town of Micanopy hereby determines that this Section fulfills an important Town purpose by ensuring the health, safety, welfare, quality of life, and aesthetics of the Town of Micanopy; and

(b) Intent. The purpose and intent of this Section is to recognize the constitutional right of persons to gather in any lawful manner or place or time; however, public sleeping and public camping constitutes a threat and danger to health, safety, security and welfare to the citizens, business owners, visitors and the homeless population of the Town of Micanopy. The goal of this Section is to ensure the foregoing constitutional rights through reasonable regulation, acting to protect citizens, business owners, visitors and the homeless population.

(c) Definitions. The following definition is hereby adopted for this Section:

1. “Public camping or sleeping” means:

- a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or**
- b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.**

2. The term does not include:

- a. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be.**

b. Camping for recreational purposes on property designated for such purposes.

(d) Violations. All Town code enforcement and law enforcement officers are hereby authorized to enforce this Section, as follows:

- 1. No person may engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds, any public park, or any public right-of-way.**
- 2. Any person violating this section shall, upon being warned by a town official or a law enforcement officer, cease the prohibited activity. If the person continues the prohibited activity after such warning, the official or law enforcement officer may direct the individual to leave the premises. Any individual who does not leave as directed is subject to arrest for trespassing pursuant to Section 810.09 Florida Statutes.**
- 3. Any person meeting the definition of “homeless”, as defined in Title 24, Code of Federal Regulations, Section 583.5, violating this section shall first be offered an opportunity to go to a homeless shelter by a town official or law enforcement officer, if there is space available at such a shelter. The requirement to offer an opportunity to go to a homeless shelter shall not apply to any sexual predator or sexual offender subject to the registration requirements of Fla. Stat. § 943.0435, or to any person that is otherwise ineligible to stay at a homeless shelter.**
- 4. Nothing within this Section precludes the Town of Micanopy from pursuing other civil or administrative remedies.**

(e) Personal Property.

- 1. In the event law enforcement makes a physical arrest of any person under this Section, personal property belonging to the arrestee shall be retained by the Town for thirty-five (35) days after the person’s arrest or five (5) days after the person’s release, whichever is less. At the expiration of both of these time limits, the Town shall no longer be required to retain the personal property and may dispose of the personal property without notice.**
- 2. For purposes of this subsection, “personal property” means any item reasonably recognizable as belonging to a person and having apparent utility or monetary value. Items having no apparent utility or monetary value and items in an unsanitary condition may be immediately discarded. Weapons, drug paraphernalia, items appearing to be stolen, and evidence of a crime may be retained as evidence by law enforcement until an alternate disposition is determined. All personal property belonging to an arrestee which is not disposed of, or held as evidence, as provided above, shall be reasonably available for and released to an individual confirming ownership.**

(f) Signage.

- 1. At all times, the Town shall maintain no less than (2) signs, the location and design of which shall be determined by the Planning and Historic Preservation Board in compliance with Article 7 (Signs) of the Land and Development Code that includes at least the following information:**
 - a. “Overnight camping or sleeping is prohibited on public property”**
 - b. “If you are in need of shelter or assistance, please call (352) 792-0800 (GRACE Marketplace)”**

Section 3. Authority. This ordinance is adopted pursuant to authority granted by Section 166.021, Florida Statutes, as amended, Sections 163.3161 through 163.3248, Florida Statutes, as amended, and Section 125.0231, Florida Statutes, as amended.

Section 4. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Inclusion in the Code, Scrivener's Error. It is the intention of the Town Commission of the Town of Micanopy, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Micanopy, Florida; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the Town Manager or designee without public hearing, by filing a corrected or recodified copy of the same with the Town.

Section 6. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 7. This ordinance shall take effect upon its passage at second and final reading.

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

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

Attest:

Town Of Micanopy

Patty Polk
Town Clerk

Jiana Williams
Mayor, Town of Micanopy

Approved as to legal form and content:

A. Derek Folds, Town Attorney



Town of _____

Micanopy
Florida

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE TOWN OF MICANOPY, FLORIDA, AMENDING THE TOWN’S LOCAL BUSINESS TAX RECEIPT SCHEDULE PURSUANT TO Chapter 205, Florida Statutes; PROVIDING FOR UPDATED CLASSIFICATIONS; PROVIDING FOR ADMINISTRATIVE PROCEDURES; PROVIDING FOR UNIFORM APPLICATION; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS,

The Town of Micanopy is authorized to levy a Local Business Tax pursuant to Chapter 205, Florida Statutes; and

The Town has not substantially updated its business tax classifications or rates in many years; and

The Town Commission finds it appropriate to modestly increase fees within statutory limits and modernize classifications to reflect current business practices; and

The Town finds that the adjustments herein are uniform within each classification and comply with statutory limitations.

SECTION 1. ADOPTION OF LOCAL BUSINESS TAX SCHEDULE

The Local Business Tax Receipt Fee Schedule attached hereto as Exhibit “A” is hereby adopted.

SECTION 2. STATUTORY COMPLIANCE

The increases reflected herein do not exceed the percentage increase permitted under Chapter 205, Florida Statutes without the appointment of a Business Tax Study Commission.

SECTION 3. BUSINESS TAX RECEIPT REQUIRED

No person shall engage in or manage any business, profession, or occupation within the Town without first obtaining a Local Business Tax Receipt.

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

SECTION 4. MOBILE FOOD VENDORS

Mobile food vendors licensed by the State of Florida may operate within the Town subject to zoning and land development regulations and shall obtain a Local Business Tax Receipt in accordance with this ordinance.

Regulation of food safety remains preempted to the State pursuant to Section 509.102, Florida Statutes.

SECTION 5. ANNUAL EXPIRATION AND RENEWAL

Local Business Tax Receipts issued by the Town shall expire annually on September 30 and may be renewed beginning July 1 of each year.

SECTION 6. LATE RENEWAL PENALTIES

Late renewals shall be assessed penalties as provided in Chapter 205, Florida Statutes:

- Ten percent (10%) for the month of October
- Additional five percent (5%) for each subsequent month
- Maximum penalty of twenty-five percent (25%)
- Interest at the rate of 1.5 percent per month

SECTION 7. ADMINISTRATIVE AUTHORITY

The Town Administrator, or designee, is authorized to:

- Clarify business classifications
- Require documentation necessary to determine proper classification
- Establish administrative forms and procedures
- Deny issuance of a Local Business Tax Receipt where the proposed business activity does not comply with zoning or land development regulations

SECTION 8. TRANSFER OF BUSINESS TAX RECEIPTS

A Local Business Tax Receipt may be transferred to a new owner or new location upon approval by the Town Administrator and payment of the applicable transfer fee in accordance with Chapter 205, Florida Statutes.

SECTION 9. ZONING COMPLIANCE

Issuance of a Local Business Tax Receipt shall not authorize any business activity that is otherwise prohibited by the Town's Land Development Code or zoning regulations.

SECTION 10. ENFORCEMENT

Any person engaging in business within the Town without first obtaining a Local Business Tax Receipt shall be subject to enforcement through the Town's Code Enforcement procedures.

SECTION 11. REPEALER

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

SECTION 12. SEVERABILITY

If any section or provision of this ordinance is held invalid, such invalidity shall not affect the remaining provisions.

SECTION 13. EFFECTIVE DATE

This Ordinance shall take effect October 1, 2026.

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

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

Attest:

Town Of Micanopy

Patty Polk
Town Clerk

Jiana Williams
Mayor, Town of Micanopy

Approved as to legal form and content:

Derek Folds, Town Attorney

EXHIBIT “A” – RECOMMENDED UPDATED FEE STRUCTURE**General Business Classifications**

Classification	Recommended Fee
Home Occupation	\$60
Retail (under 2,000 SF)	\$125
Retail (over 2,000 SF)	\$175
Restaurant / Café	\$150
Professional Office (Attorney, CPA, Consultant, etc.)	\$125
Real Estate Office	\$125
Bed & Breakfast	\$175
Short-Term Rental (Annual)	\$175
Non-Profit Organization	\$25

Mobile & Specialty

Classification	Fee
Mobile Food Vendor (Annual)	\$150
Mobile Vendor (Non-Food)	\$100
Special Event Vendor (Per Event)	\$50

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Town of _____
Micanopy

 Florida

March 10, 2026

Agenda Item: February 2026 Financial Report

Background

The Town's financial statements for the month ending **February 28, 2026** have been prepared and are presented for the Town Commission's review and approval. These reports provide an overview of the Town's revenues, expenditures, and fund balances for the fiscal year to date and allow the Commission to monitor budget performance throughout the fiscal year.

At this point in the fiscal year, the Town is approximately **five months into Fiscal Year 2025–2026**, and the financial statements generally reflect spending and revenue patterns consistent with that timeline.

Financial Summary

Overall, the Town remains in a stable financial position, and revenues and expenditures are generally tracking within expectations of the adopted **FY 2025–2026 budget**.

Several items are worth noting in the February report:

Opioid Settlement Funds

The Town has begun receiving revenues associated with the national opioid settlement. These funds were previously obligated through an interlocal agreement with the **Alachua County Opioid Task Force** to support opioid mitigation efforts.

Alachua County Fire Rescue has submitted an invoice to the Town in the amount of approximately \$135,000. This payment is reflected in the February financial statements and contributes to the current deficit shown in the General Fund.

Community Garden Project

The financial report also reflects revenues and expenses associated with the **Micanopy Community Garden**. This project operates through donations and community support. Revenues collected and expenditures incurred for the garden are passed directly through to the community garden project and do not impact the Town's operational budget.

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

General Fund Operations

Aside from the opioid settlement payment described above, departmental expenditures remain generally within budgeted levels. Staff continues to monitor operational expenses and revenues to ensure alignment with the adopted budget.

It should also be noted that some revenues, such as **state shared revenues and other intergovernmental revenues**, are received at varying times throughout the fiscal year. These revenues may cause periodic fluctuations in monthly reports but are anticipated within the annual budget framework.

Attachments

The following financial reports are included for the Commission's review:

- Balance Sheet
- Budget to Actual Comparison

Recommendation

Staff recommends **approval of the February 2026 financial statements as presented.**

Town of Micanopy, Florida

General Fund

For period ending February 28, 2026

	Actual	Budget	Balance	% Received
	<u>2026</u>			
<u>Revenues</u>				
Taxes				
Ad Valorem	\$192,330	\$253,813	\$61,483	76%
Fuel Taxes				
Fuel Tax - First Local	\$14,837	\$30,000	\$15,163	49%
Fuel Tax - Second Local	\$10,774	\$20,000	\$9,226	54%
Half-cent sales tax	\$16,745	\$40,000	\$23,255	42%
Franchise fees				
Electricity - Duke Energy	\$21,429	\$50,000	\$28,571	43%
Utility Service taxes				
Electricity - Duke Energy	\$30,720	\$60,000	\$29,280	51%
Propane	\$665	\$3,000	\$2,335	22%
Communications	\$13,847	\$30,000	\$16,153	46%
Total Taxes	\$301,347	\$486,813	\$185,466	
Licenses and permits				
Occupational - Businesses	\$1,640	\$800	-\$840	205%
Occupational License - Landlord	\$320	\$500	\$180	64%
Occupational License - Insur Co	\$40	\$500	\$460	8%
Permits - Zoning Compliance	\$1,050	\$1,500	\$450	70%
Permits - Special Events	\$0	\$500	\$500	0%
Land Use	\$0	\$50	\$50	0%
Total Licenses/permits	\$3,050	\$3,850	\$800	
Intergovernmental				
Wild Spaces Public Places	\$19,860	\$44,000	\$24,140	45%
Other Infrastructure Surtax	\$19,860	\$44,000	\$24,140	45%
Fines - Civil Traffic	\$8,741	\$14,000	\$5,259	62%
Mobile Home Licenses	\$233	\$300	\$67	78%
Alcoholic Beverage Licenses	\$489	\$1,000	\$511	49%
Traffic Signal Maintenance	\$0	\$1,050	\$1,050	0%
Highway Lighting	\$0	\$5,100	\$5,100	
State Shared revenues	\$11,931	\$24,000	\$12,069	50%
Total Intergovernmental	\$61,114	\$133,450	\$72,336	

Town of Micanopy, Florida

For period ending February 28, 2026

	Actual	Budget	Balance	
		<u>2026</u>		
Other				
Interest	\$18,080	\$65,000	\$46,920	28%
Rents	\$3,839	\$4,050	\$211	95%
Misc Revenue	\$179	\$1,000	\$821	18%
Other Reimbursements	\$500	\$1,000	\$500	50%
Prior Year WSPR Restricted	\$0	\$30,000	\$30,000	0%
Prior Year Restricted	\$0	\$42,798	\$42,798	
CDBG-CV Grant	\$0	\$2,934,000	\$2,934,000	0%
Grants	\$0	\$300,000	\$300,000	0%
Opioid Settlement	\$1,142	\$0	-\$1,142	
Insurance Reimbursements	\$0	\$0	\$0	
Community Garden	\$1,482	\$0	-\$1,482	
Total Other	\$25,222	\$3,377,848	\$3,352,626	
Charges for Services				
Transfer in				
Water	\$0	\$1,500	\$1,500	
Total Other Financing source	\$0	\$1,500	\$0	
Total Revenues/Other	\$390,733	\$4,003,461	\$3,611,228	

Town of Micanopy, Florida

For period ending February 28, 2026

	Actual	Budget	Balance	
		<u>2026</u>		
<u>Expenditures</u>				
<u>Town Commission</u>				
Personnel Services				
Salaries	\$14,000	\$33,600	\$19,600	42%
FICA	\$868	\$2,083	\$1,215	42%
Medicare	\$203	\$487	\$284	42%
Other Post Employment Benefits	\$1,176	\$2,650	\$1,474	44%
	<hr/>			
Total Salaries and Benefits	\$16,247	\$38,820	\$22,573	
Operating Expenses				
Professional Development	\$50	\$5,500	\$5,450	1%
Capital Outlay	\$0	\$0	\$0	
	<hr/>			
Total Operating Expenses	\$50	\$5,500	\$5,450	
	<hr/>			
Total Town Commission	\$16,297	\$44,320	\$28,023	

Town of Micanopy, Florida

For period ending February 28, 2026

	Actual	Budget	Balance	
		<u>2026</u>		
<u>Town Administrator / Clerk</u>				
Personnel Services				
Salaries	\$34,144	\$100,658	\$66,514	34%
Overtime	\$1,240	\$2,500	\$1,260	50%
Health Insurance	\$5,045	\$14,850	\$9,805	34%
FICA	\$2,194	\$6,396	\$4,202	34%
Medicare	\$513	\$1,496	\$983	34%
Professional Development	\$217	\$2,500	\$2,283	9%
Total Salaries and Benefits	\$43,353	\$128,400	\$85,047	
Operating expenses				
Workers Comp	\$500	\$1,000	\$500	50%
Office Supplies	\$203	\$1,500	\$1,297	14%
Dues and Publications	\$590	\$1,500	\$910	39%
Capital Outlay	\$0	\$0	\$0	
Total Operating Expenses	\$1,293	\$4,000	\$2,707	
Total Town Administrator	\$44,646	\$132,400	\$87,754	

Town of Micanopy, Florida

For period ending February 28, 2026

	Actual	Budget	Balance	
	<u>2026</u>			
<u>General Government Operating</u>				
Operations				
Insurance - Liability	\$2,194	\$4,387	\$2,193	50%
Insurance - Property	\$9,304	\$18,607	\$9,303	50%
Office Equipment Maintenance	\$0	\$4,000	\$4,000	0%
Building Maintenance	\$1,625	\$5,000	\$3,375	33%
Utilities				
Electric - Town Hall	\$3,291	\$12,000	\$8,709	27%
Electric - Museum	\$270	\$1,200	\$930	23%
Electric - Archive	\$551	\$1,800	\$1,249	31%
Electric - Cemetery	\$130	\$550	\$420	24%
Electric - Fire Station	\$1,645	\$5,000	\$3,355	33%
Telephone - Town Hall	\$685	\$2,200	\$1,515	31%
Internet	\$760	\$2,600	\$1,840	29%
Operating Supplies	\$1,389	\$6,500	\$5,111	21%
Office Supplies	\$455	\$5,000	\$4,545	9%
Postage	\$63	\$500	\$437	13%
Elevator Service	\$2,777	\$2,500	-\$277	111%
Janitorial Supplies	\$142	\$300	\$158	47%
Pest & Termite Control	\$1,730	\$3,500	\$1,770	49%
Contracted Services	\$3,518	\$12,500	\$8,982	28%
Professional Services				
IT	\$2,810	\$8,500	\$5,690	33%
Auditor	\$0	\$10,000	\$10,000	0%
Engineering / Surveying	\$0	\$3,000	\$3,000	0%
Janitorial	\$3,400	\$6,600	\$3,200	52%
Dues and Publications	\$1,177	\$1,200	\$23	98%
Promotional	\$1,282	\$3,000	\$1,718	43%
Capital Outlay - Other Infrastructure	\$37,035	\$50,000	\$12,965	
CDBG-CV Grant	\$0	\$925,500	\$925,500	0%
Capital Outlay - CDBG-CV Grant	\$0	\$2,000,000	\$2,000,000	0%
General Govt Operations	\$76,233	\$3,095,944	\$3,019,711	

Town of Micanopy, Florida

For period ending February 28, 2026

	Actual	Budget	Balance	
	<u>2026</u>			
<u>Legal</u>				
Contractual- City Attorney	\$15,450	\$38,000	\$22,550	41%
Advertisement	\$267	\$4,000	\$3,733	7%
Total Legal	\$15,717	\$42,000	\$26,283	
<u>Land Development Planning</u>				
Contractual - Planning Services	\$1,137	\$7,000	\$5,863	16%
Advertisement	\$0	\$1,500	\$1,500	0%
Total and Development Planning	\$1,137	\$8,500	\$7,363	
<u>Elections</u>				
Expenses	\$0	\$3,500	\$3,500	
Advertising	\$0	\$100	\$100	
Postage	\$0	\$50	\$50	
Total Elections	\$0	\$3,650	\$3,650	
Total General Government	\$154,030	\$3,326,814	\$3,172,785	
<u>Public Works</u>				
<u>Personnel Services</u>				
Salaries	\$16,063	\$33,313	\$17,250	48%
Health Insurance	\$3,771	\$11,000	\$7,229	34%
Overtime	\$192	\$2,500	\$2,308	8%
Part-Time	\$19,978	\$61,737	\$41,759	32%
FICA	\$2,246	\$6,048	\$3,802	37%
Medicare	\$525	\$1,414	\$889	37%
Retirement	\$0	\$0	\$0	
Uniforms	\$647	\$300	-\$347	
Total Salaries and Benefits	\$43,423	\$116,312	\$72,889	

Town of Micanopy, Florida

For period ending February 28, 2026

	Actual	Budget	Balance	
	<u>2026</u>			
Operating expenses				
Street Lights	\$5,920	\$21,208	\$15,288	28%
Insurance - Auto	\$2,498	\$4,996	\$2,498	50%
Insurance - Liability	\$199	\$397	\$198	50%
Insurance - Property	\$1,532	\$3,064	\$1,532	50%
Workmans Comp	\$2,449	\$5,500	\$3,051	45%
School Signal Maintenance	\$0	\$675	\$675	0%
Repairs and Maint- Equip	\$289	\$1,800	\$1,511	16%
Operating Supplies	\$7,144	\$10,000	\$2,856	71%
Uniforms	\$647	\$300	-\$347	216%
Professional Development	\$0	\$500	\$500	
Vehicle Repair / Maintenance	\$0	\$750	\$750	0%
Fuel	\$1,393	\$5,500	\$4,107	25%
Street Maintenance	\$1,440	\$5,000	\$3,560	29%
Tree Removal	\$1,500	\$7,500	\$6,000	20%
Contract Services	\$0	\$7,500	\$7,500	0%
Capital Outlay	\$23,500	\$42,000	\$18,500	56%
Total Operating Supplies	\$48,511	\$116,690	\$68,179	
Total Public Works	\$91,934	\$233,002	\$141,068	
<u>Public Safety</u>				
Fire Safety Fund Contribution	\$135,000	\$135,000	\$0	100%
Total Public Safety	\$135,000	\$135,000	\$0	

Town of Micanopy, Florida

For period ending February 28, 2026

	Actual	Budget	Balance	
	<u>2026</u>			
<u>Parks</u>				
Operating expenses				
Utilities - parks	\$3,627	\$9,350	\$5,723	39%
Insurance - Property	\$1,122	\$2,245	\$1,123	50%
Maintenance & Repairs	\$801	\$2,200	\$1,399	36%
Operating Supplies	\$5,496	\$4,000	-\$1,496	137%
Tree City	\$0	\$600	\$600	0%
Special Events - Independence Day	\$0	\$7,500	\$7,500	0%
Special Event - Light up Micanopy	\$858	\$1,500	\$642	57%
Special Event -Halloween	\$0	\$500	\$500	0%
Special Event - Other Events	\$0	\$750	\$750	0%
Community Garden	\$900	\$0	-\$900	
Wild Spaces Public Places	\$0	\$0	\$0	
Capital Outlay - WSPP	\$5,088	\$280,000	\$274,912	2%
	<hr/>			
Total Parks	\$17,892	\$308,645	\$290,753	
	<hr/>			
Total Expenditures	\$398,856	\$4,003,461	\$3,604,606	
	<hr/>			
Net Revenue Over Expenses	(\$8,123)	(\$0)	\$6,622	
	<hr/>			

Town of Micanopy, Florida

Solid Waste Fund

For period ending February 28, 2026

	Actual	Budget	Balance	
		<u>2026</u>		
<u>Revenues</u>				
Charges				
Solid Waste Charges	\$46,802	\$121,303	\$74,501	39%
Total Charges	\$46,802	\$121,303	\$74,501	
Total Revenues	\$46,802	\$121,303	\$74,501	
<u>Expenditures</u>				
Contractual Services - Residential	\$26,534	\$66,900	\$40,366	40%
Contractual Services - Commercial	\$19,714	\$48,253	\$28,539	41%
Operating Supplies	\$0	\$150	\$150	0%
Transfer to Water Fund	\$0	\$6,000	\$6,000	0%
Total Expenditures	\$46,248	\$121,303	\$75,055	
Net Revenue Over Expenses	\$554	\$0	-\$554	

Town of Micanopy, Florida

Water Fund

For period ending February 28, 2026

	Actual	Budget	Balance	
		<u>2026</u>		
Revenues				
Operating Income				
Charges				
Water Use	\$83,811	\$209,470	\$125,659	40%
Service Charge	\$1,349	\$8,000	\$6,651	17%
Backflow Testing	\$0	\$4,500		
New Connection	\$750	\$0	-\$750	
Interest	\$3,703	\$8,000	\$4,297	46%
Total Charges	\$89,613	\$229,970	\$135,857	
Other				
Transfer from Solid Waste	\$0	\$6,000	\$6,000	0%
SRF Grant / Loan - Planning & Design	\$0	\$177,500	\$177,500	0%
SRF Grant / Loan - construction	\$0	\$1,442,700	\$1,442,700	0%
Prior year ARPA	\$0	\$301,542	\$301,542	0%
Legislative Appropriations	\$0	\$371,000	\$371,000	0%
CDBG Grant meter replacement	\$0	\$650,000	\$650,000	0%
Total Other	\$0	\$2,948,742	\$1,921,742	
Total Revenues	\$89,613	\$3,178,712	\$2,057,599	

Expenditures

Personnel Services

Salaries - Operation	\$35,712	\$98,937	\$63,225	36%
Overtime	\$2,835	\$5,000	\$2,165	57%
Health Insurance	\$4,273	\$13,200	\$8,927	32%
FICA	\$2,390	\$6,444	\$4,054	37%
Medicare	\$559	\$1,507	\$948	37%
Retirement	\$825	\$1,950	\$1,125	42%
Workers Comp	\$1,000	\$2,000	\$1,000	50%
Total personnel Services	\$47,594	\$129,038	\$81,444	

Operating Expenses

Contractual Services

Water Operator	\$4,938	\$12,000	\$7,062	41%
Audit	\$0	\$7,500	\$7,500	0%
Annual Service Contract	\$12,011	\$12,500	\$489	96%
Backflow Prevention	\$2,880	\$4,500	\$1,620	64%
Billing Software	\$0	\$3,200	\$3,200	0%
Professional Development	\$0	\$2,000	\$2,000	0%
Uniforms	\$514	\$0	-\$514	
Postage	\$1,400	\$2,500	\$1,100	56%
Utilities - Electricity	\$1,404	\$7,200	\$5,796	20%
Utilities - Communication Line	\$272	\$750	\$478	36%

Town of Micanopy, Florida

For period ending February 28, 2026

	Actual	Budget	Balance	
		2026		
Insurance				
Liability	\$2,194	\$4,387	\$2,193	50%
Property	\$2,509	\$5,017	\$2,508	50%
Maintenance				
Building	\$105	\$1,000	\$895	11%
Equipment	\$0	\$2,500	\$2,500	0%
Water Testing	\$3,730	\$5,500	\$1,770	68%
Water Line Repairs	\$0	\$2,000	\$2,000	0%
Operating Supplies	\$3,210	\$1,500	-\$1,710	214%
Office Supplies	\$0	\$750	\$750	0%
Chemicals	\$1,467	\$7,000	\$5,533	21%
Dues	\$281	\$1,500	\$1,219	19%
Total Operating Expense	\$36,915	\$83,304	\$46,389	
Total Personnel and Operating	\$84,509	\$212,342	\$92,778	
Other				
Capital	\$0	\$5,000	\$5,000	0%
Capital Improvement - Planning & Design	\$0	\$742,600	\$742,600	0%
Capital Improvement - Construction	\$0	\$1,442,700	\$1,442,700	0%
Capital Improvement - Meters	\$0	\$650,000	\$650,000	0%
Transfer to General Fund	\$0	\$1,500	\$1,500	0%
Total Other Expenses	\$0	\$2,841,800	\$2,841,800	
Total Water Fund Expenses	\$84,509	\$3,054,142	\$2,934,578	
Net income/ (loss)	\$5,104	\$124,570	(\$876,979)	

The Town of Micanopy
Balance Sheet
As of February 28, 2026

	Feb 28, 26
ASSETS	
Current Assets	
Checking/Savings	
11000 · Cash	
11001 · Checking-Community State (.25)	2.29
11004 · General Fund	217,332.04
11005 · Enterprise Fund	181,190.73
11006 · Customer Deposit	30,212.29
11007 · CDBG	50.00
11008 · Money Market Account	120,723.90
1109 · Debt Service Account	362,830.32
11016 · CD 7159	250,000.00
11019 · CD 7381	250,000.00
11020 · CD 7414	250,000.00
11021 · CD 7676	250,035.41
11022 · CD 1674	500,000.00
11023 · CD 5113	250,000.00
Total 11000 · Cash	2,662,376.98
11450 · Petty Cash	100.00
Total Checking/Savings	2,662,476.98
Accounts Receivable	
11500 · Accounts Receivable	
115099 · Unbilled Receivable for Water	15,246.00
11506 · A/R - Water Customers	58,491.47
11509 · A/R - Miscellaneous	4,214.01
Total 11500 · Accounts Receivable	77,951.48
Total Accounts Receivable	77,951.48
Other Current Assets	
11025 · Raymond James Brokerage	23,496.39
13900 Due from General Fund	7,283.00
12100 · Inventory Asset	100.00
13700 · Due from Other	40,683.12
Total Other Current Assets	71,562.51
Total Current Assets	2,811,990.97
Fixed Assets	
15000 · Capital Outlays	
15003 · Construction in Process	75,000.11
15005 · Equipment	50,746.00
15002 · Buildings	1,229,035.00
15001 · Land	20,770.00
16000 · Accumulated Depreciation	-445,263.26
Total 15000 · Capital Outlays	930,287.85
Total Fixed Assets	930,287.85
Other Assets	
210500 Unearned Income	-226,542.00
Total Other Assets	-226,542.00
TOTAL ASSETS	3,515,736.82
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	23,355.33

The Town of Micanopy
Balance Sheet
As of February 28, 2026

	Feb 28, 26
Total Accounts Payable	23,355.33
Other Current Liabilities	
210050 Settlement Liability	2,000.40
24700 · Due to Utility Fund	7,283.00
26001 Due to Customer Deposit	450.00
21000 · Accounts Payable - Vendors	75,700.00
22000 · Deferred Compensation Payable	425.00
24000 · Payroll Liabilities	-2,485.28
25000 · Accrued Compensated Absences	6,745.75
25500 · Accrued Payroll	
25501 · Accrued Payroll - General	-10,904.90
25500 · Accrued Payroll - Other	27,795.93
Total 25500 · Accrued Payroll	16,891.03
Total Other Current Liabilities	107,009.90
Total Current Liabilities	130,365.23
Long Term Liabilities	
26000 · Water Deposits	30,446.71
Total Long Term Liabilities	30,446.71
Total Liabilities	160,811.94
Equity	
29000 · Restricted Fund Balance	
29001 · Fund Balance - General	42,233.00
29002 · Fund Balance - Water Department	996,885.00
29003 · Fund Balance - Streets	294,551.00
29005 · Fund Balance - WSPP 2016	-7,479.00
29006 · Fund Balance - Town Hall Reno	84,700.00
29007 · Fund Balance - Fire Dept Reno	106,178.13
Total 29000 · Restricted Fund Balance	1,517,068.13
29999 · Unrestricted Fund Balance	1,839,461.22
Net Income	-1,604.47
Total Equity	3,354,924.88
TOTAL LIABILITIES & EQUITY	3,515,736.82



Town of _____
Micanopy

 Florida

March 10, 2026

Agenda Item Title:

Caretaker Residence Program – Authorization of Caretaker Services Agreement, Revocable License to Occupy, and Memorandum of Understanding with Alachua Conservation Trust

Background

The Town owns property associated with the Micanopy Native American Heritage Preserve "Annex" (MNAHP) site that includes an existing residential structure. In order to provide regular oversight of the property and help protect Town assets, staff is proposing the establishment of a caretaker arrangement for the residence.

Under the proposed structure, an individual would be permitted to reside in the residence in exchange for performing regular inspections and basic oversight of the property. Duties would include weekly inspections, reporting of maintenance or safety concerns, monitoring for unauthorized activity, and assisting with minor upkeep of the surrounding grounds.

This arrangement would provide the Town with a consistent on-site presence, which can help deter vandalism or misuse of the property and ensure that maintenance issues are identified early.

To ensure the arrangement is structured appropriately and avoids creating unintended legal obligations, staff worked to separate the arrangement into three documents.

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

Proposed Agreements

1. Caretaker Services Agreement

The Caretaker Services Agreement establishes the caretaker as an independent contractor responsible for providing property monitoring and oversight services.

Key provisions include:

- Weekly inspections of the property and structures
- Reporting of damage, safety concerns, or suspicious activity
- Limited maintenance and grounds oversight
- Background screening requirement
- Required renter's insurance and personal liability coverage
- Indemnification and assumption of risk provisions
- Immediate termination for cause and 30-day termination without cause

The agreement makes clear that the caretaker is **not an employee of the Town** and that the residence is provided in exchange for services rather than wages or compensation.

2. Revocable License to Occupy

The second document is a Revocable License to Occupy the residence.

This document is intentionally structured as a **license rather than a lease** in order to avoid creating a landlord-tenant relationship under Chapter 83, Florida Statutes.

Key provisions include:

- Occupancy tied directly to the Caretaker Services Agreement
- No tenancy or property interest created
- No homestead rights attach to the residence
- Use restrictions and guest limitations
- Responsibility for utilities
- Responsibility for damages caused by the licensee, guests, or pets
- Pre- and post-occupancy inspections
- A refundable \$500 property damage deposit
- Requirement to vacate the property upon termination of the agreement

This structure preserves the Town's ability to terminate the arrangement if necessary while protecting the Town's property interests.

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

3. Memorandum of Understanding with Alachua Conservation Trust (ACT)

Because the Town may offer this opportunity to an employee of the Alachua Conservation Trust (ACT), a Memorandum of Understanding has also been prepared.

The purpose of the MOU is to clarify the relationship between the Town and ACT and ensure that no confusion arises regarding employment status or liability.

The MOU provides that:

- The caretaker remains solely an employee of ACT
- No joint employment relationship is created with the Town
- The Town does not provide wages, benefits, or workers' compensation coverage
- Supervision of caretaker duties related to Town property remains with the Town Administrator
- ACT retains responsibility for its own employment matters and insurance coverage

This document helps ensure that the roles of the Town and ACT remain clearly defined.

Staff Recommendation

Staff recommends that the Town Commission authorize the Town Administrator to implement the caretaker arrangement and execute the Caretaker Services Agreement, Revocable License to Occupy, and Memorandum of Understanding with the Alachua Conservation Trust, subject to review and approval by the Town Attorney.

Establishing this arrangement will provide additional oversight of the Town property, help protect Town assets, and allow the residence to be utilized in a way that benefits the Town.



Town of _____

Micanopy
Florida

TOWN OF MICANOPY

CARETAKER SERVICES AGREEMENT

(Independent Contractor Agreement)

This Caretaker Services Agreement (“Agreement”) is made and entered into this ___ day of _____, 20, by and between the **Town of Micanopy, Florida**, a Florida municipal corporation (“Town”), and _____ (“Caretaker”)

1. Purpose

The Town owns certain real property located at _____, Micanopy, Florida (the “Property”), which includes a residential structure (the “Residence”).

The Town desires to engage Caretaker to provide inspection, monitoring, and limited maintenance services for the Property. In consideration for such services, the Town will grant Caretaker a separate Revocable License to Occupy the Residence.

The services described herein constitute the primary consideration for this Agreement. Occupancy of the Residence is incidental and contingent upon performance of services.

2. Independent Contractor Status

Caretaker is engaged as an independent contractor and not as an employee of the Town.

Caretaker acknowledges and agrees:

- Caretaker is not entitled to wages, salary, or monetary compensation.
- Caretaker shall not receive retirement benefits, insurance benefits, workers’ compensation coverage, unemployment compensation, or any other employment-related benefit.
- Caretaker has no authority to bind or obligate the Town.
- No employer-employee relationship, partnership, or joint venture is created.

Caretaker is solely responsible for any federal, state, or local tax reporting obligations arising from any imputed value associated with occupancy of the Residence.

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

3. Term

This Agreement shall commence on _____ and shall continue:

- For a one-year term ending _____, unless earlier terminated;
OR
 On a month-to-month basis.

This Agreement may be renewed upon written approval of the Town.

4. Scope of Services

Caretaker shall perform the following services:

A. Weekly Inspection

Caretaker shall conduct a comprehensive inspection of the Property no less than once per week.

Inspection shall include, but not be limited to:

- Buildings and structural elements
- Fencing and gates
- Trails and grounds
- Signage and access points
- Evidence of trespass, vandalism, dumping, or illegal activity

Caretaker shall submit a written inspection report to the Town Administrator weekly. Photographs shall be included when damage or concerns are identified.

B. Reporting of Emergencies

Caretaker shall immediately report:

- Fire hazards
- Structural damage
- Flooding
- Criminal activity
- Any condition posing risk to public safety

Caretaker shall notify appropriate emergency authorities when warranted.

C. General Maintenance

Caretaker may perform minor maintenance and repairs up to \$_____ annually without prior written approval.

All structural, electrical, plumbing, or major repairs must be pre-approved in writing by the Town.

Caretaker shall not make alterations or improvements to the Residence without written authorization.

D. Grounds Maintenance

Caretaker shall perform routine mowing, debris clearing, and minor landscape maintenance in designated areas.

If operating Town equipment, Caretaker does so at their own risk.

5. Background Screening

Prior to occupancy, Caretaker must:

- Submit to a criminal background check
- Pass a sex offender registry check
- Provide references
- Provide driving record (if operating Town vehicles or equipment)

The Town reserves the right to terminate this Agreement if screening results are deemed unsatisfactory.

6. Insurance Requirements

Caretaker shall maintain throughout the term:

- Renter's insurance
- Personal liability insurance with minimum coverage of \$500,000 per occurrence
- Proof of coverage annually
- Town named as additional insured

Failure to maintain required insurance constitutes material breach.

7. Indemnification

Caretaker shall indemnify, defend, and hold harmless the Town, its elected officials, officers, employees, and agents from and against any and all claims, damages, liabilities, losses, or expenses arising from:

- Caretaker's acts or omissions
- Injury to guests or third parties
- Animal-related incidents
- Operation of equipment
- Property damage caused by Caretaker
- Environmental violations caused by Caretaker

This provision survives termination.

8. Assumption of Risk

Caretaker acknowledges that the Property may contain natural hazards, wildlife, uneven terrain, and environmental conditions typical of conservation lands.

Caretaker voluntarily assumes all risks associated with residence and performance of services.

9. Termination

Immediate Termination

The Town may terminate this Agreement immediately for:

- Criminal conduct
- Failure to perform duties
- Insurance lapse
- Safety hazard
- Misrepresentation
- Conduct detrimental to Town interests

No-Cause Termination

Either party may terminate this Agreement with thirty (30) days written notice.

10. Effect of Termination

Upon termination:

- Services cease immediately.
- Revocable License to Occupy automatically terminates.
- Keys must be returned within 48 hours.

11. Public Records

This Agreement is subject to Chapter 119, Florida Statutes.

12. Governing Law

This Agreement is governed by Florida law. Venue shall lie in Alachua County.

Town of Micanopy
 By: _____
 Town Administrator

Caretaker
 By: _____



Town of _____

Micanopy
Florida

TOWN OF MICANOPY

REVOCABLE LICENSE TO OCCUPY

This Revocable License to Occupy (“License”) is entered into between the Town of Micanopy, Florida (“Town”) and _____ (“Licensee”).

1. Grant of License

The Town grants Licensee a revocable, non-transferable license to occupy the residential structure located at _____ solely for residential purposes.

This License:

- Does not create a lease
- Does not create a tenancy
- Does not create a leasehold estate
- Is not governed by Chapter 83, Florida Statutes

Occupancy is contingent upon an active Caretaker Services Agreement.

2. Conditional Occupancy

If the Caretaker Services Agreement terminates, this License automatically terminates without further action.

3. No Property Rights

- **No Homestead Rights**
- Licensee acknowledges and agrees that the Residence is located on property owned by the Town of Micanopy and is being occupied solely under this Revocable License to Occupy.
- Licensee expressly acknowledges that this License does not create any ownership interest, tenancy, leasehold interest, or other property right in the Residence or the Property.
- Licensee further acknowledges and agrees that **no homestead rights shall attach to the Residence or Property**, and Licensee shall not claim the Residence as a homestead under the Constitution or laws of the State of Florida.

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

- Licensee agrees that occupancy of the Residence is temporary and revocable and shall not be used as a basis for asserting any ownership, tenancy, or possessory interest in the Property.
-

4. Use Restrictions

Licensee shall:

- Use Residence solely for residential purposes
 - Not sublease or rent
 - Not conduct commercial activity
 - Not use property for political campaign purposes
 - Not store hazardous materials
 - Not alter structure without written approval
-

5. Guests

Guests staying more than ten (10) consecutive days require prior written approval.

Licensee is responsible for conduct of guests.

6. Pets

Licensee may maintain _____ domestic animals.

Licensee is fully responsible for:

- Compliance with Town ordinances
 - Damage caused by animals
 - Injury to third parties
-

7. Utilities

Licensee is responsible for all utilities and shall maintain accounts in Licensee's name.

8. Condition of Premises

Prior to occupancy of the Residence, Licensee shall provide the Town with a **refundable property damage deposit in the amount of Five Hundred Dollars (\$500.00)**.

The deposit shall be held by the Town as security for the repair of any damage to the Residence or Property caused by Licensee, Licensee's guests, invitees, pets, or any person permitted on the Property by Licensee.

The deposit may be applied by the Town toward the cost of repairing damage beyond normal wear and tear identified during the post-occupancy inspection.

If repair costs exceed the amount of the deposit, Licensee shall remain financially responsible for the full cost of repair.

Any remaining balance of the deposit shall be returned to Licensee within **thirty (30) days** following the termination of this License and completion of the post-occupancy inspection, provided no outstanding damages or obligations remain.

9. Access by Town

Residence is provided to Licensee in **"as-is" condition**, and the Town makes no warranty regarding the condition or suitability of the Residence except as required by law.

Prior to occupancy, the Town and Licensee shall complete and sign a **pre-occupancy inspection report** documenting the condition of the Residence and any existing damage or deficiencies.

Upon termination of this License or vacating of the Residence for any reason, the Town shall conduct a **post-occupancy inspection** to determine whether damage has occurred during Licensee's occupancy.

Licensee shall be financially responsible for any damage to the Residence or Property beyond normal wear and tear caused by:

- Licensee
- Licensee's guests or invitees
- Licensee's pets or animals
- Any person permitted on the Property by Licensee

The Town may apply the property damage deposit toward the cost of repairs. Licensee shall reimburse the Town for any repair costs exceeding the amount of the deposit.

10. Revocation

The Town may revoke this License at any time upon written notice to Licensee for any of the following reasons:

- Termination of the Caretaker Services Agreement
- Breach of this License
- Safety or emergency conditions affecting the Property
- Direction of the Town Commission or Town Administrator
- Any conduct by Licensee that threatens the safety, integrity, or condition of the Property

Because this License does not create a tenancy or leasehold interest, Licensee acknowledges that the Town may require Licensee to vacate the Residence upon revocation of this License.

Unless otherwise specified by the Town, Licensee shall vacate the Property **within forty-eight (48) hours** of written notice of revocation.

Failure to vacate within the required time may result in the Town pursuing all remedies available under Florida law.

11. Surrender

Upon termination:

- Keys returned
- Personal property removed
- Residence left clean and undamaged

Failure may result in removal at Licensee’s expense.

Licensee shall leave the Residence in substantially the same condition as received, ordinary wear and tear excepted.

Town of Micanopy

By: _____

Licensee

By: _____



Town of _____

Micanopy
Florida

MEMORANDUM OF UNDERSTANDING

BETWEEN

TOWN OF MICANOPY, FLORIDA

AND

ALACHUA CONSERVATION TRUST, INC.

This Memorandum of Understanding (“MOU”) is entered into this ___ day of _____, 20, by and between the **Town of Micanopy, Florida**, a Florida municipal corporation (“Town”), and **Alachua Conservation Trust, Inc.**, a Florida not-for-profit corporation (“ACT”).

1. Purpose

The Town owns certain property located at _____ (the “Property”), which includes a residential structure intended for use by a caretaker.

The Town may offer occupancy of the residence to an individual who is employed by ACT.

The purpose of this MOU is to clarify the relationship between the Town and ACT regarding such individual and to prevent any misunderstanding concerning supervision, liability, employment status, or authority.

2. No Joint Employment

The parties expressly agree:

- The caretaker, even if employed by ACT, is **not an employee of the Town**.
- The caretaker is **not jointly employed** by ACT and the Town.
- No joint employment, partnership, or agency relationship is created between the Town and ACT.

Nothing in this MOU shall be construed to create an employment relationship between the Town and any ACT employee.

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townhall@micanopytown.com

3. Separate Agreements

The caretaker shall enter into:

- A Caretaker Services Agreement directly with the Town; and
- A Revocable License to Occupy with the Town.

ACT is not a party to those agreements.

4. Supervision and Direction

The Town shall supervise and direct the caretaker only with respect to duties performed under the Caretaker Services Agreement relating to the Town's Property.

ACT retains sole supervisory authority over the individual with respect to ACT employment matters.

The Town shall not control, direct, or evaluate the caretaker's performance of ACT job duties.

5. No Compensation by Town

The Town shall not:

- Pay wages
- Provide benefits
- Provide retirement contributions
- Provide workers' compensation coverage
- Provide unemployment coverage

Any housing provided by the Town is exchanged solely for services under the Caretaker Services Agreement.

6. Workers' Compensation and Insurance

ACT acknowledges that:

- The caretaker is not covered under the Town's workers' compensation policy.
- Any injury arising out of ACT employment remains the responsibility of ACT.

The parties agree that any injury arising from the caretaker's services for the Town shall be addressed in accordance with the Caretaker Services Agreement.

Each party shall maintain its own insurance coverage and shall not rely upon the insurance of the other.

7. No Authority to Bind

The caretaker shall have no authority to:

- Bind ACT when performing Town caretaker duties.
- Bind the Town when performing ACT employment duties.

8. Liability Allocation

Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

Nothing herein shall be construed as a waiver of sovereign immunity by the Town pursuant to Section 768.28, Florida Statutes.

9. Term and Termination

This MOU shall remain in effect unless terminated by either party upon thirty (30) days written notice.

Termination of this MOU does not obligate the Town to continue occupancy of the caretaker residence.

10. No Third-Party Beneficiaries

This MOU is solely for the benefit of the Town and ACT and creates no rights in any third party.

11. Governing Law and Venue

This MOU is governed by Florida law. Venue lies in Alachua County, Florida.

Town of Micanopy
By: _____
Title: _____

Alachua Conservation Trust, Inc.
By: _____
Title: _____

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Town of _____
Micanopy
 Florida

March 10, 2026

Town Administrator's Report Informational Items

1. Road Paving Project Update

The Town recently issued a Request for Proposals (RFP) for paving services, which was posted on the Town's website in accordance with our procurement procedures. The Town received one response from **Osteen Brothers, Inc. (OBI)**. After review, the proposal was determined to meet the Town's needs and represented the lowest possible cost for comparable services.

Following Commission authorization to proceed, staff has moved forward with OBI's proposal. Representatives from OBI will be coordinating with the Town in the coming weeks regarding scheduling and commencement of the paving work. Additional updates will be provided as the project timeline is finalized.

2. Community Garden Progress

The Town's community garden continues to see strong participation and community support. While Patty will provide a more detailed update, I would like to highlight several positive developments.

Participants in the community garden, in partnership with the **Micanopy Pollinators**, have successfully raised sufficient funds to construct raised garden beds, build a storage shed, and begin planting activities. In addition, the group has been actively hosting workshops for residents and local youth, focusing on successful gardening practices and environmental stewardship.

This initiative has become a meaningful community project that promotes education, sustainability, and local engagement.

3. Future Budget and Revenue Discussions

In the coming months, the Commission will begin discussions regarding potential revenue reductions related to the proposed elimination of the homesteaded ad valorem tax. These discussions will be incorporated into the Town's budgeting workshop scheduled for the summer.

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Preliminary assessments indicate that such a change could have a significant impact on municipal revenues. As a result, the Town may need to reconsider how general government operations are funded and managed. One potential shift could involve operating more services on a **cost-of-service basis**, ensuring that fees and revenues more directly align with the cost of providing those services.

Staff will continue to evaluate the potential impacts and will present additional information and options to the Commission as part of the upcoming budget discussions.



Town of _____
Micanopy
_____ Florida

March 10, 2026

AGENDA ITEM: Adoption of Resolution 2026-03, Establishing an Updated Planning and Land Development Fee Schedule

SUBJECT: Adoption of Updated Planning and Land Development Fee Schedule

BACKGROUND:

The Town’s current planning and land development fee schedule was adopted in 2019 through Resolution 2019-18. Since that time, the Town has increasingly relied on contract planning and engineering services to review development applications. The existing fee schedule does not adequately address the cost of professional review services and contains application fees that are significantly below those of surrounding municipalities.

The proposed resolution updates the Town’s fee schedule to better reflect the actual administrative and professional costs associated with processing land use and development applications. The updated schedule also introduces several application types that were not previously included, such as pre-application conferences for commercial development, zoning verification letters, and additional historic preservation applications.

KEY CHANGES:

- Establishes a more comprehensive fee schedule for planning, zoning, subdivision, and historic preservation applications.
- Introduces escrow deposits for applications requiring professional planning, engineering, or legal review to ensure that these costs are borne by the applicant rather than the Town’s General Fund.
- Updates application fees that have not been adjusted in many years and aligns them more closely with regional standards.
- Clarifies that applicants are responsible for reimbursement of consultant review costs and other expenses such as legal advertising and mailed notices.

FINANCIAL IMPACT:

Adoption of the proposed fee schedule will improve cost recovery for development review activities and reduce the likelihood that the Town’s General Fund will subsidize private development applications.

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STAFF RECOMMENDATION:

Staff recommends that the Town Commission adopt Resolution 2026-03 establishing the updated Planning and Land Development Fee Schedule.

ATTACHMENTS:

1. Resolution 2026-03 Establishing a Planning and Land Development Fee Schedule
2. Exhibit "A" – Fee Schedule



Town of _____

Micanopy

Florida

RESOLUTION NO. 2026-03

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF MICANOPY, FLORIDA, ESTABLISHING A COMPREHENSIVE FEE SCHEDULE FOR PLANNING, LAND DEVELOPMENT, HISTORIC PRESERVATION, AND RELATED NON-UTILITY SERVICES; PROVIDING FOR FULL COST RECOVERY OF PROFESSIONAL REVIEW SERVICES; REPEALING RESOLUTION 2019-18 (EXCEPT WATER RATES); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town incurs administrative, planning, engineering, legal, advertising, and consultant review costs in processing development applications; and
WHEREAS, it is the intent of the Town Commission to ensure that development-related costs are borne by the applicant and not subsidized by the general taxpayer;

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

SECTION 1. ADOPTION OF FEE SCHEDULE

The fee schedule attached hereto as Exhibit 'A' is hereby adopted.

SECTION 2. PROFESSIONAL REVIEW COST RECOVERY

All applications requiring review by the Town’s contract planner, engineer, attorney, historic preservation consultant, traffic consultant, or other professional shall reimburse the Town for actual costs incurred. Applicants shall provide escrow deposits as listed in Exhibit 'A' and replenish as necessary. No application shall proceed to public hearing or final action until all outstanding balances are paid in full.

SECTION 3. ADDITIONAL APPLICATIONS

Additional land use actions not specifically listed in Exhibit 'A' shall require payment of actual costs incurred by the Town, including consultant and legal review, as determined by the Town Administrator.

SECTION 4. REPEALING CLAUSE

Resolution 2019-18 is hereby repealed except for water and utility rates adopted separately.

SECTION 5. EFFECTIVE DATE

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2026.

TOWN OF MICANOPY, FLORIDA

Mayor

ATTEST:

Town Clerk

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

EXHIBIT 'A' – COMPLETE FEE SCHEDULE

Application Type	Base Fee	Review Deposit
Pre-Application (Commercial)	\$400	Actual consultant cost if required
Certificate of Appropriateness – Residential/Minor	\$125	None unless consultant required
Certificate of Appropriateness – Commercial/Major	\$250	\$1,000
Historic Designation	\$150	As required
Zoning Verification Letter	\$50	N/A
Variance	\$200	\$1,500
Special Exception / Special Use	\$750	\$2,000
Conditional Use Permit	\$750	\$2,000
Appeal	\$750	\$2,000
Rezoning	\$1,750	\$5,000
Small Scale Comp Plan Amendment	\$2,000	\$5,000
Large Scale Comp Plan Amendment	\$3,500	\$7,500
Minor Commercial Site Plan	\$750	\$3,500
Major Commercial Site Plan	\$1,500	\$7,500
Lot Split	\$500	\$1,500
Minor Subdivision	\$1,000	\$4,000
Major Subdivision (Preliminary)	\$2,500	\$10,000
Annexation ≤10 acres	\$1,500	\$3,000
Annexation 10–50 acres	\$2,500	\$5,000
Annexation >50 acres	\$3,500	\$7,500
Tree Removal Permit	\$75	If consultant review required
Sign Permit	\$100	If consultant review required

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Town of _____
Micanopy
Florida

RESOLUTION NO. 2019-18

BEFORE THE TOWN COMMISSION

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF MICANOPY ESTABLISHING FEES AND CHARGES FOR TOWN SERVICES AND PERMITS AS SPECIFIED IN THE CODE OF ORDINANCES.


WHEREAS, various provisions of the Town Code of Ordinances provide for fees to be established by resolution of the Town Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF MICANOPY, FLORIDA that the fees contained in Exhibits "A" & "B" attached hereto and incorporated herein by this reference, are hereby adopted and approved as fees for the various services and permits specified in Exhibits "A" & "B". This resolution shall take effect immediately upon its adoption.


PASSED AND ADOPTED by the Town of Micanopy, this 12th day of November, 2019.

ATTEST:

TOWN OF MICANOPY, FLORIDA



Debbie Gonano, Town Clerk



Joseph L. Aufmuth, Mayor

TOWN OF MICANOPY - FEE SCHEDULE - 11/12/2019

'EXHIBIT A'

Town Permits:		Utilities:	
1) Building Transport Permit	\$50	Solid Waste (garbage & trash)	
2) Certificate of Appropriateness	\$50	1) Rate-Residential	Exhibit B' Attchd
3) Conditional Use Permit	\$50	2) Rate-Commercial	Exhibit B' Attchd
4) Fence	\$50		
5) Field Use Fee	\$20		
6) Historic Designation	\$50	Water	
7) Open Air Sales Permit	\$40	Rate	Exhibit B' Attchd
8) Sign	\$50	Initial Deposit	\$75
9) Special Event Permit	\$100	Add'l Deposit/Shutoff Occurrence	\$25
10) Special Permit	\$50	(Maximum Deposit)	\$150
11) Special Use Permit	\$50	Connection Fees:	
12) Tree Permit	N/C	3/4" Residential	\$750
13) Vending Booth Permit	\$40	3/4" Commercial	\$1,500
14) Zoning Compliance Verification	\$50	1" Commercial	\$2,500
Including:		2" Commercial	\$5,000
Accessory Buildings		> 2" Determined by Requirements	
Additions to Existing Structures			
Modular Home		Backflow Preventer & Installation	Cost
New Construction		Backflow Preventer Testing	Cost
Remodel/Repair		Meter Test Charge	\$25
Septic Tank (plus County/State Permit Fee)		Water Turn On:	
		Initial	\$25
		'Water On Fee' (After Shutoff) or	
		Upon Customer Request	\$25
		Returned/NSF Check Fee	\$25
		Late Payment Penalty Surcharge	10%
		Utility Service Tax	10%
		Multi-Family Dwellings & Mobile	
		Home Parks (Per Sec. 35-43(c))	
		Minimum Charge \$5 x number of units)	
		Adult Performance Establishments (APE) & Svcs:	
		APE Application Fee	\$500
		APE License Fee	\$1,000
		Escort Service Application Fee	\$500
		Escort Service License Fee	\$1,000
		APE Change of Business Name Fee	\$500

Town of Micanopy			'EXHIBIT B'		
Water Rates & Cumulative Charges					
Usage Volume/Gallons	Rate	Cumulative Charge	Usage Volume/Gallons	Rate	Cumulative Charge
Base Rate	\$20.07				
0-1,000	2.19	\$22.26	25,001-26,000	\$6.56	\$163.00
1,001-2,000	2.46	24.72	26,001-27,000	6.56	169.56
2,001-3,000	2.73	27.45	27,001-28,000	6.56	176.12
3,001-4,000	3.00	30.45	28,001-29,000	6.56	182.68
4,001-5,000	3.28	33.73	29,001-30,000	6.56	189.24
5,001-6,000	3.55	37.28			
6,001-7,000	4.37	41.65	30,001-31,000	6.56	195.80
7,001-8,000	4.92	46.57	31,001-32,000	6.56	202.36
8,001-9,000	5.46	52.03	32,001-33,000	6.56	208.92
9,001-10,000	6.01	58.04	33,001-34,000	6.56	215.48
			34,001-35,000	6.56	222.04
10,001-11,000	6.56	64.60	35,001-36,000	6.56	228.60
11,001-12,000	6.56	71.16	36,001-37,000	6.56	235.16
12,001-13,000	6.56	77.72	37,001-38,000	6.56	241.72
13,001-14,000	6.56	84.28	38,001-39,000	6.56	248.28
14,001-15,000	6.56	90.84	39,001-40,000	6.56	254.84
15,001-16,000	6.56	97.40			
16,001-17,000	6.56	103.96	40,001-41,000	6.56	261.40
17,001-18,000	6.56	110.52	41,001-42,000	6.56	267.96
18,001-19,000	6.56	117.08	42,001-43,000	6.56	274.52
19,001-20,000	6.56	123.64	43,001-44,000	6.56	281.08
			44,001-45,000	6.56	287.64
20,001-21,000	6.56	130.20	45,001-46,000	6.56	294.20
21,001-22,000	6.56	136.76	46,001-47,000	6.56	300.76
22,001-23,000	6.56	143.32	47,001-48,000	6.56	307.32
23,001-24,000	6.56	149.88	48,001-49,000	6.56	313.88
24,001-25,000	6.56	156.44	49,001-50,000	6.56	320.44

Waste Pro of Florida, Inc. - Solid Waste Collection & Disposal Rate Schedule				
Residential:		Commercial:		
Curbside	\$19.19	Toter	\$32.00	
Backdoor	21.84	Container	1 x Week	2 x Week
		2 Yard	\$79.59	\$159.17
		4 Yard	\$159.17	\$318.34
		6 Yard	\$238.76	\$477.51
		8 Yard	\$318.34	\$636.68



Town of _____

Micanopy

Florida

March 10, 2026

AGENDA ITEM: Approval of Proposal – EDA Consultants Boundary Survey (FRDAP Reimbursable)

BACKGROUND:

As part of the Town’s Florida Recreation Development Assistance Program (FRDAP) grant requirements, a boundary survey is necessary to document the project site in compliance with grant administration standards. .

PROPOSAL:

EDA Consultants has submitted a proposal to complete the required boundary survey in the amount of **\$8,632.00**.

FISCAL IMPACT:

The cost of \$8,632.00 is **reimbursable under the Town’s FRDAP grant**, provided all grant documentation requirements are met. Funds will be initially expended from the appropriate project account and submitted for reimbursement in accordance with FRDAP guidelines.

STAFF RECOMMENDATION:

Staff recommends approval of the EDA Consultants proposal for boundary survey services in the amount of \$8,632.00 and authorization for the Town Administrator to execute any necessary documents to facilitate the work and reimbursement.

SUGGESTED MOTION:

“I move to approve the proposal from EDA Consultants for boundary survey services in the amount of \$8,632.00, as presented, and authorize the Town Administrator to execute the necessary documents.”

MICANOPY, FLORIDA

Response to RFP No. 2026-01

REQUEST FOR PROPOSALS (RFP) Professional Surveying Services - FRDAP Grant Project P25088

March 3, 2026



Prepared by:

eda consultants, inc.
Jared Rogers, P.S.M.
Director of Surveying
720 SW 2nd Avenue
South Tower, Suite 300
Gainesville, FL 32601
(352) 373-3541
jrogers@edafl.com

Prepared for:

Town of Micanopy
Sara S. Samario, ICMA-CM
Town Administrator
PO Box 137
706 NE Chokolka Blvd
Micanopy, FL 32667
352-466-3121
SSamario@MicanopyTown.com

TABLE OF CONTENTS

1. Cover Letter	3
2. Firm Qualifications And Experience	5
3. Florida PSM License Number	9
4. Project Team Identification	11
5. Relevant Project Experience	15
6. Proposed Project Schedule	19
7. Lump Sum Fee Proposal	22
8. Client References	25
9. Proof Of Insurance	30

March 3, 2026

Sara S. Samario, ICMA-CM
Town Administrator
Town of Micanopy
706 NE Cholokka Blvd
PO Box 137
Micanopy, FL 32667



720 SW 2nd Ave
South Tower, Suite 300
Gainesville, FL 32601

Re: RFP No. 2026-01 - Professional Surveying Services
FRDAP Grant Project P25088

Dear Ms. Samario:

eda consultants, inc. is pleased to submit this proposal to provide professional surveying services for the Town-owned property located at 700 SE Tusawilla Road (Alachua County Parcel No. 16489-000-000), consisting of approximately 16 acres. We value our ongoing professional relationship with the Town of Micanopy and appreciate the opportunity to support FRDAP Grant Project P25088 and the recreational improvements planned for this site.

eda currently serves the Town under a continuing services contract for land planning services and has worked closely with Town staff on recent projects including the boundary and topographic survey and replat for the Micanopy Library, as well as the boundary and topographic survey for the Community Center. Through these assignments, our team has developed familiarity with the Town's processes, expectations, and documentation standards. We understand the importance of producing accurate, defensible survey deliverables that can be relied upon for planning, permitting, and long-term public use.

We understand that the Town requires a boundary survey compliant with Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, suitable for FRDAP grant documentation, site planning and design, permitting, and potential recordation. It is critical that the survey clearly establish property boundaries; identify adjoining rights-of-way; depict visible encroachments, easements, and improvements; and provide deliverables appropriate for engineering and design purposes.

eda proposes to prepare a Boundary Survey encompassing the subject parcel and the adjoining rights-of-way of Hunter Avenue to the north and SE Tusawilla Road to the south. Our services will include monument recovery and setting (where necessary), boundary analysis and conflict resolution, and the location of fixed above-ground improvements in relation to established property lines. The survey will be prepared on the Florida State Plane Coordinate System, North Zone (NAD 83, 2011 Adjustment), using U.S. Survey Feet, and will meet or exceed Florida Minimum Technical Standards.



Deliverables will include a signed and sealed boundary survey, legal description if required, a DWG file suitable for design purposes, a digital PDF copy, and a sealed hard copy. Should the Town elect to authorize additional services such as topographic data collection, tree inventory, or underground utility location, **eda** has the personnel and technical capabilities to provide those services efficiently and accurately.

We recognize that this project is funded through the Florida Recreation Development Assistance Program and is therefore subject to State grant documentation standards and public records requirements. **eda** holds a continuing services contract with the Florida Department of Environmental Protection for surveying services and is well acquainted with FDEP documentation expectations and compliance standards. In addition, our firm has extensive company-wide experience supporting grant-funded municipal projects, including coordination with funding agencies, preparation of supporting documentation, and adherence to grant administration requirements. We are committed to working closely with Town staff to ensure that all survey deliverables support FRDAP compliance and FDEP reporting needs.

Since 1976, **eda** has provided surveying, engineering, and planning services throughout North Central Florida. Our Gainesville-based team has extensive experience performing boundary surveys for municipalities and public agencies, and we maintain long-standing continuing services contracts with Alachua County, the City of Gainesville, the City of Alachua, the City of Newberry, and other local governments. Our local presence allows for efficient mobilization and responsive service.

All services will be performed under the direction and supervision of a licensed Florida Professional Surveyor & Mapper, in full compliance with Chapter 5J-17, F.A.C., and Section 472.027, Florida Statutes. We are committed to delivering a high-quality survey product within the proposed timeframe and to continuing our collaborative partnership with the Town of Micanopy.

We appreciate the opportunity to submit our qualifications and look forward to supporting the Town in the successful implementation of this FRDAP project. Should you require any additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jared Rogers', written over a blue line that extends from the word 'Sincerely,'.

Jared Rogers, P.S.M.
Director of Surveying
Florida License No. 6687
eda consultants, inc.

2. FIRM QUALIFICATIONS AND EXPERIENCE

FIRM BACKGROUND

eda consultants, inc. is a Gainesville-based professional services firm providing civil engineering, land planning, and surveying services throughout North Central Florida since 1976. For 50 years, we have supported municipalities, counties, utility providers, and public agencies with accurate, defensible, and timely surveying services.

Our surveying department is led by three Florida-licensed Professional Surveyors and Mappers (PSMs) with more than 80 years of combined experience. All survey work is performed under the direct supervision of a licensed PSM and in strict accordance with Chapter 5J-17, Florida Administrative Code, and Section 472, Florida Statutes.

eda currently holds numerous continuing services contracts with public-sector clients for surveying and engineering services, including Town of Micanopy, Alachua County, City of Gainesville, City of Alachua, City of Newberry, Gainesville Regional Utilities, and the Florida Department of Environmental Protection. These long-standing relationships reflect our responsiveness, technical competence, and familiarity with public procurement and documentation requirements.

We routinely perform boundary, topographic, right-of-way, and utility surveys for municipal properties and publicly funded projects. Our experience working with government agencies ensures that our deliverables are prepared to meet public records standards and are suitable for permitting, engineering design, and recordation.

As a locally based firm, all project personnel and field crews operate out of our Gainesville office. This allows us to mobilize quickly, respond to field conditions efficiently, and maintain close communication with Town staff throughout the duration of a project.

SURVEYING CAPABILITIES

eda provides comprehensive professional land surveying and mapping services relevant to the Town's requested scope. For this project, our capabilities include:

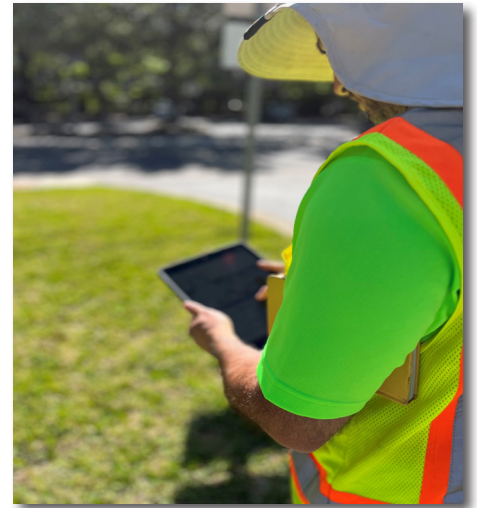
Boundary Surveys

We routinely perform boundary surveys for municipal and public-sector properties, including parks, municipal facilities, infrastructure corridors, and publicly funded project sites. A list of **eda's** boundary services is provided on the following page.



2. FIRM QUALIFICATIONS AND EXPERIENCE

- Deed and public records research
- Review of prior plats and surveys
- Adjacent parcel analysis
- Recovery and verification of existing monuments
- Establishment of horizontal and vertical control
- Evaluation and resolution of boundary conflicts
- Preparation or verification of legal descriptions
- Identification of rights-of-way, easements, and recorded restrictions
- Location of visible improvements and encroachments



Boundary determinations are carefully analyzed and documented under PSM supervision to ensure compliance with Florida Standards of Practice and suitability for engineering, design, and grant documentation purposes.

Topographic and Tree Surveys

While a boundary survey establishes legal property limits, successful planning and implementation of recreational improvements typically requires a comprehensive understanding of existing site conditions. A clear picture of the land's physical characteristics – including elevations, surface features, and vegetation – is essential to support site planning, grading, drainage analysis, accessibility compliance, and permitting.

eda provides detailed topographic and tree survey services to supply the horizontal and vertical data necessary for informed design decisions and efficient project advancement. When combined with boundary information, this data creates a complete and usable foundation for engineering and planning efforts.

These services may include:

- Collection of spot elevations and breaklines
- Contour generation at appropriate intervals
- Establishment of horizontal and vertical control (NAVD88 datum, if required)
- Location of visible surface features, including pavement, sidewalks, fencing, signage, and structures
- Identification and mapping of trees above a specified diameter threshold
- Integration of available utility information
- Preparation of CAD deliverables suitable for engineering design

Our survey crews utilize a combination of GPS and conventional total station equipment to ensure accurate and reliable elevation data. Field information is processed using advanced survey software and drafted in Civil3D (AutoCAD) to produce deliverables that integrate seamlessly into subsequent engineering and design phases.

2. FIRM QUALIFICATIONS AND EXPERIENCE

When boundary and topographic data are collected concurrently, the result is a coordinated dataset that improves project efficiency, minimizes duplication of effort, and reduces the potential for design conflicts during later stages of development.

Legal Descriptions

Our team prepares and verifies legal descriptions and sketches for recordation and public use. Descriptions are drafted with precision and reviewed internally under PSM supervision to ensure clarity, accuracy, and consistency with the boundary survey.

Easement, Right-of-Way, and Title Research

Municipal properties often involve historic plats, layered easements, or partially documented rights-of-way. **eda**'s surveyors routinely interpret land title information and recorded instruments to accurately delineate these interests. Where monumentation is missing or unclear, we establish or reset monuments as necessary to clarify legal boundaries. This expertise provides municipalities with reliable information for planning, permitting, and long-term property management.

Subsurface Utility Location

Accurate knowledge of what lies beneath a property or right-of-way is critical for any public works or recreational improvement project. Striking an unmarked utility line can halt construction, inflate costs, and disrupt public service.

For more than 20 years, **eda** has utilized state-of-the-art electronic locating equipment, ground penetrating radar (GPR), and properly trained personnel to create accurate representations of underground facilities. Our typical process includes:

1. Marking known traceable public and private utilities.
2. Using electronic detection equipment to locate metallic pipes and wires identifiable through above-ground fixtures, signage, or utility mapping.
3. Deploying GPR technology to identify additional "hidden" utilities, including:
 - Non-metallic lines such as PVC pipes
 - Private utility lines
 - Abandoned lines
 - Certain communication lines not typically shown on utility maps



While the Town's RFP specifically calls for a boundary survey, our ability to integrate subsurface utility information—when requested—provides additional value by supporting future design and construction phases and reducing the risk of change orders.

2. FIRM QUALIFICATIONS AND EXPERIENCE

CAD Production and Digital Deliverables

Field data collected by our crews is transmitted to the office for processing using Leica Infinity software, which provides a seamless transition from field measurements to finalized control solutions. The licensed surveyor establishes precise horizontal and vertical control and confirms the exact location of property lines, right-of-way lines, and easement boundaries.

Drafting is performed using Autodesk Civil3D (AutoCAD). Our Civil3D software subscription provides access to the most current versions, with forward and backward compatibility to ensure seamless integration with municipal or consultant design teams. Civil3D incorporates AutoCAD Map functionality and allows export of GIS-compatible products suitable for ESRI platforms, including ArcGIS.

We also utilize QGIS software to produce georeferenced mapping products, including .tiff images suitable for use in field navigation platforms such as Avenza Maps. These capabilities allow us to deliver survey data that is not only accurate, but immediately usable for engineering design, planning, and field coordination.

Deliverables we routinely provide include:

- Signed and sealed hard copy surveys
- Digital PDF files
- CAD files in DWG format

Digital files are prepared in a format suitable for engineering and design use, allowing seamless integration into future planning or construction documents.

Quality Assurance and Quality Control

Quality control is a fundamental component of our workflow. Our process includes:

- Independent review of boundary analysis by the responsible PSM
- Verification of monumentation and field data
- Internal review of CAD drafting
- Confirmation that all elements required by Chapter 5J-17 are addressed prior to signing and sealing


This structured QA/QC process ensures that final deliverables are accurate, defensible, and compliant with State standards.



3. FLORIDA PSM LICENSE NUMBER

All surveying services provided under this contract will be performed under the direct supervision of a Florida-licensed Professional Surveyor and Mapper (PSM) in accordance with Chapter 5J-17, Florida Administrative Code, and Section 472, Florida Statutes. One of the below-listed PSMs will serve as Surveyor in Responsible Charge for this project and will sign and seal all final deliverables as required. All work will be performed in compliance with Florida Minimum Technical Standards and applicable State regulations.

Jared Rogers, P.S.M.
License No. 6687




Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6687**
Expiration Date February 28, 2027


Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

JARED STUART ROGERS
720 SW 2ND AVE STE 300
GAINESVILLE, FL 32601-1212



WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

Robert Graver, P.S.M.
License No. 4239




Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS4239**
Expiration Date February 28, 2027


Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

ROBERT WILLIAM GRAVER
720 SW 2ND AVE STE 300
GAINESVILLE, FL 32601-1212



WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

Jacob Fanton, P.S.M.
License No. 7461




Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7461**
Expiration Date February 28, 2027

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes


JACOB FANTON
1031 BELLAMY RD
MELROSE, FL 32666-3152



WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

3. FLORIDA PSM LICENSE NUMBER

FIRM LICENSE




Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB2389**
 Expiration Date February 28, 2027

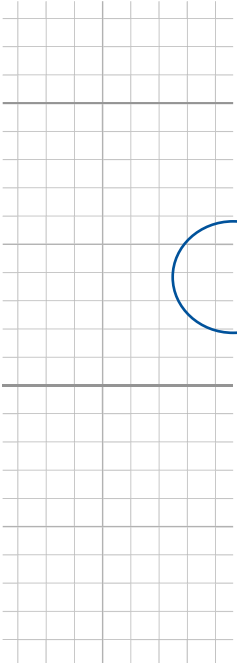
Professional Surveyor and Mapper Business License
 Under the provisions of Chapter 472, Florida Statutes

EDA CONSULTANTS INC.
 720 SW 2ND AVE STE 300
 GAINESVILLE, FL 32601-1212



WILTON SIMPSON
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



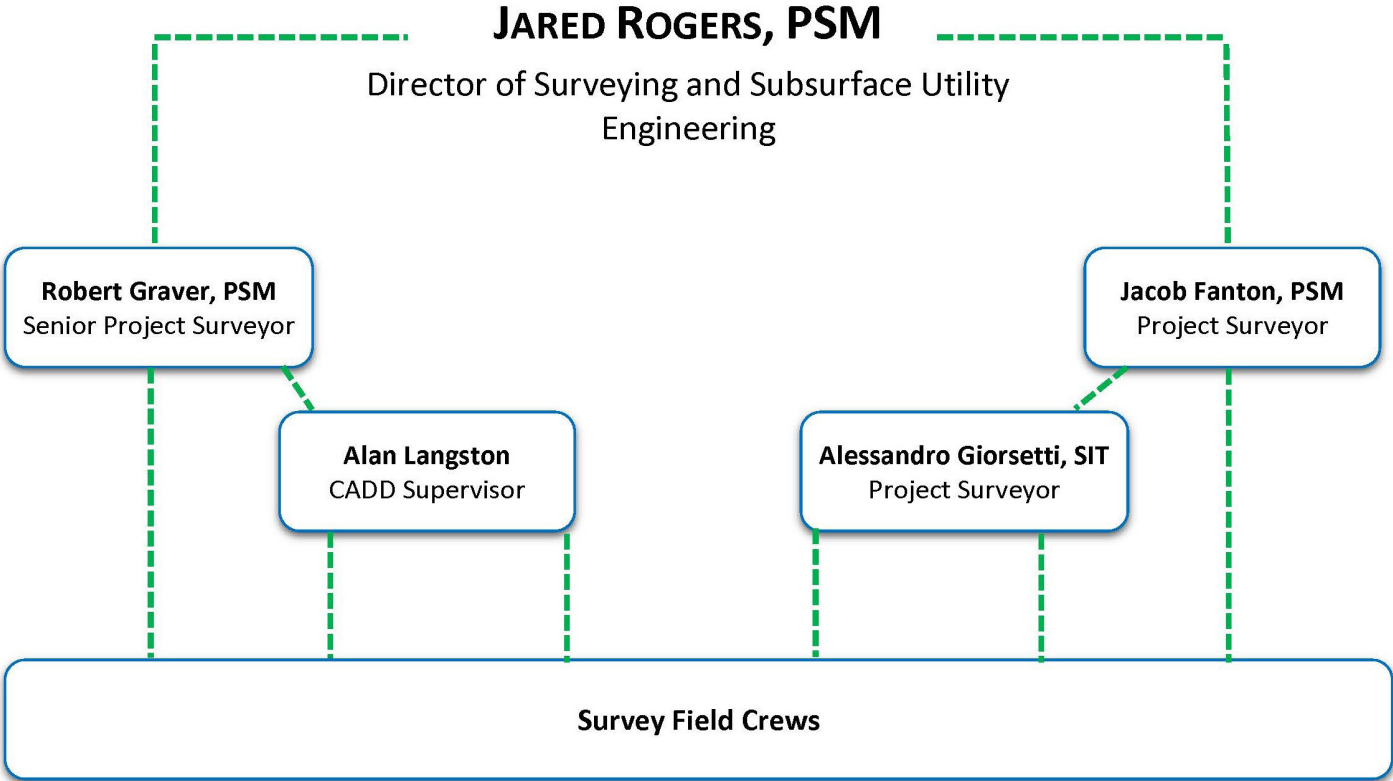
4. PROJECT TEAM IDENTIFICATION

While eda’s full team of surveying professionals is available to support the Town of Micanopy as needed, the Organizational Chart below and the accompanying resumes identify the personnel who will serve key roles for this project. eda is committed to maintaining continuity of these core team members for the duration of the assignment.

Jared Rogers, P.S.M., Director of Surveying, will serve as Project Manager and Responsible Surveyor in charge. He will act as the Town’s primary point of contact and will oversee all aspects of the project, including boundary analysis, quality control, scheduling, and final deliverables. Mr. Rogers will personally monitor project progression to ensure compliance with Florida Standards of Practice and adherence to the proposed timeline.

Robert Graver, P.S.M., and Jacob Fanton, P.S.M., will provide senior-level technical support, including field coordination, boundary evaluation, and drafting oversight. Field crews and production staff will operate under their direction to ensure efficient data collection and accurate map production.

This team-based structure allows eda to provide responsive service while ensuring that all work is performed under the direct supervision of licensed Professional Surveyors and Mappers.





JARED ROGERS, P.S.M.

Director of Surveying

Jared Rogers oversees all **eda** surveying & mapping projects, which typically include boundary, topographic, tree, as-built, specific purpose, and ALTA/NSPS Land Title surveys. His responsibilities as Director include management of the **eda** survey team, developing project scopes, client communication, project scheduling, quality assessment, control of deliverables, and overall project success. He is well-versed in locating utilities, reviewing utility configurations on surveys, and managing all aspects of obtaining VVH (Verified Vertical and Horizontal) locations on critical utilities. Mr. Rogers specializes in locating and marking underground utilities using Electronic Locating Equipment in conjunction with Ground Penetrating Radar (GPR).

SELECTED PROJECTS:

♦ West End Golf Course Redevelopment (Gainesville, FL)

Client: Alachua County Public Works | Year: 2024

Completed a detailed ALTA/NSPS Land Title Survey for Alachua County’s land acquisition and then completed a full topographic survey with tree and underground utility location on the approximately 75-acre property for future park development planning.

♦ Alachua County Sports & Events Center (Gainesville, FL)

Client: Alachua County/Viking Construction | Year: 2023

Served as surveyor-of-record for a 150,000 SF events center, providing such services as topographic survey with underground utility location, construction stakeout, and final as-built surveys.

♦ NW 31st Avenue Trail (Gainesville, FL)

Client: City of Gainesville | Year: 2023

Provided all necessary survey services, including topographic survey with underground utility location for a multi-use trail on the north side of NE 31st Avenue from NE 15th Street to NE Waldo Road.

♦ Alachua County Jail (Gainesville, FL)

Client: Alachua County Public Works | Year: 2021

Provided underground utility locations as supplemental information to be shown on a survey completed by county staff in-house. County staff was investigating sanitary and storm sewer lines which potentially have failed.

Item # 16.



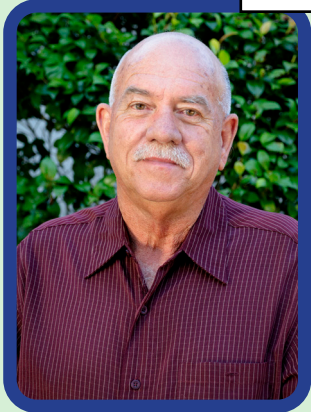
YEARS OF EXPERIENCE:
23 years (12 with **eda**)

PROFESSIONAL REGISTRATION:
Professional Surveyor and Mapper, Florida, No. 6687

EDUCATION:
B.S., Geomatics, University of Florida

- AFFILIATIONS:**
- Florida Surveying and Mapping Society
 - Gainesville-Alachua County Association of Realtors, Featured Business Partner
 - Gainesville-Alachua County Association of Realtors, Affiliate Member

- AREAS OF SPECIALIZATION:**
- Underground utility location
 - GIS/GPS
 - High-accuracy vertical building monitoring
 - Boundary surveys
 - Topographic surveys



ROBERT GRAVER, P.S.M.

Senior Project Surveyor

Bob Graver has over a half century of experience in land surveying in Florida and has been employed by **eda** since it was founded in 1976. He has performed all types of surveying activities throughout Florida including power line, right-of-way (ROW), boundary, topographic, and specific purpose surveying in addition to construction stakeout. Prior to professional registration, he worked on a surveying field crew for 10 years as a rod person, instrument person, and party chief. Subsequently, Bob served as a Professional Surveyor and Mapper and supervisor in charge of surveying field crews. His duties include preparing survey drawings utilizing AutoCAD, calculating field crew stakeout information, and scheduling field work.

SELECTED PROJECTS:

◆ **Pinesville Park** (Archer, FL)

Client: Alachua County Public Works | Year: 2025

Mr. Graver provided a Boundary & Topographic Survey to support engineering design of a future County park located north of the City of Archer. The proposed park will include a playground, basketball/pickleball court, parking, and pavilions along with stormwater and roadway improvements. Mr. Graver’s survey showed the property lines, survey control, spot elevations, elevation contours, aboveground improvements, trees, and the location of underground utilities.

◆ **Micanopy Library** (Micanopy, FL)

Client: Alachua County Library | Year: 2025

Provided professional surveying services in support of the development of a new 5,444 SF public library facility within the Town of Micanopy. Mr. Graver prepared a boundary and topographic survey that identified existing improvements, utilities, and site features to support planning and design. He also assisted in preparation of replat documentation to resolve underlying parcel configuration issues.

◆ **Fire Station 64** (Micanopy, FL)

Client: Alachua County | Years: 2023-2024

Mr. Graver provided boundary and topographic surveying services to support the development of the Cuscowilla Fire Station. His work included establishing horizontal and vertical control, locating existing improvements and rights-of-way, and performing boundary analysis in compliance with Chapter 5J-17, F.A.C. The survey served as the foundation for engineering design and permitting of this public safety facility.

◆ **Newberry City Hall** (Newberry, FL)

Client: City of Newberry | Year: 2021

A boundary and topographic survey of the municipal complex and City Hall building to support engineering design of renovations to the complex.

YEARS OF EXPERIENCE:
53 years (50 with **eda**)

PROFESSIONAL REGISTRATION:
Professional Surveyor and Mapper, Florida, No. 4239

EDUCATION:
B.S., Forestry, University of Florida

AFFILIATIONS:
Florida Surveying and Mapping Society

- AREAS OF SPECIALIZATION:**
- Boundary surveys
 - Topographic surveys
 - Right-of-way determination
 - Entitlements & encumbrances
 - NSPS/ALTA Land Title Surveys
 - Legal sketch & description preparation
 - Construction staking



JACOB FANTON, P.S.M.

Project Surveyor

Jacob Fanton has experience with many aspects of surveying; including boundary, topographic, tree, right-of-way, ALTA/NSPS Land Title, and as-built surveys. He also has experience with construction staking, subdivision plat preparation, and the preparation of legal descriptions & sketches.

Mr. Fanton is qualified to locate underground utilities as a part of the subsurface utility engineering (SUE) process and has experience with the daily activities associated with locating utilities, reviewing utility configurations on surveys, and with obtaining VVH (Verification of Vertical and Horizontal) information on critical utilities.

As a Project Surveyor at eda consultants, inc., Mr. Fanton is responsible for the successful production of survey products, assists in the preparation of proposals & project budgets, supervises CAD Techs and Field Personnel (providing direction & comments regarding the production and quality of survey products), and performs quality control & review on survey projects.

YEARS OF EXPERIENCE:

8 years (8 with eda)

PROFESSIONAL REGISTRATION:

Professional Surveyor and Mapper, Florida, No. 7461

EDUCATION:

B.S., Geomatics, University of Florida

AFFILIATIONS:

Florida Surveying and Mapping Society

AREAS OF SPECIALIZATION:

- Boundary surveys
- Topographic surveys
- Underground utility location
- 3D laser scanning
- Construction staking
- Digital level processing
- Traverse adjustment
- Data processing
- GPS/GNSS observation processing

SELECTED PROJECTS:

♦ Waccassassa Watershed (Levy County)

Client: Florida Department of Environmental Protection | Year: 2025

Mr. Fanton prepared a boundary survey of the easterly 10,513 acres within the Waccassassa Watershed, including a state lands title determination for acquisition of the property by Florida Forever.

♦ Florida School of the Arts (FloArts) Renovation (Palatka, FL)

Client: St. Johns River State College (Subconsultant to Kasper Architects) | Year: 2024

eda provided surveying services for a renovation to the existing FloArts facility at SJR State School of the Arts in Palatka, FL. Proposed improvements to the multi-functional 48,181 gross sq. ft. facility included a black box theatre and new water and wastewater connections. Mr. Fanton provided detailed topographic survey with utility location for a building addition and utility connections across the College Road ROW at the boundary of the college property.

♦ Lochloosa Connector- Rimes

Client: Alachua County EPD | Year: 2024

Mr. Fanton served as Surveyor-of-Record for a Boundary Survey in support of a 156-acre land acquisition for conservation purposes, as a part of a partnership between Alachua County and the St. Johns River Water Management District. Mr. Fanton coordinated with the Florida Department of Environmental Protection to determine the appropriate technique, which in this case included determining the location of a Safe Upland Line (SUL) at a specific elevation.

MICANOPY LIBRARY

Alachua County Library District



PROJECT DESCRIPTION:

eda consultants, inc. provided professional surveying services in support of the development of the Micanopy Public Library, a publicly funded institutional facility located within the Town of Micanopy.

The project required resolution of underlying lot configuration issues and preparation of accurate boundary documentation to support site planning, public review, and recordation within a historic municipal setting.

This project demonstrates eda’s experience providing defensible boundary, topographic, and platting services for publicly funded municipal facilities within small, regulatory-sensitive communities – services directly aligned with the Town of Micanopy’s current Professional Surveying Services solicitation.

SERVICES PROVIDED

Boundary Survey

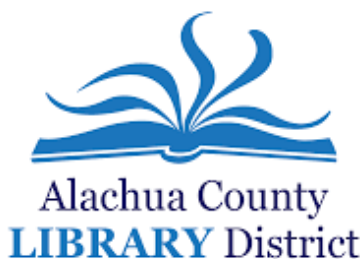
- Performed boundary survey in accordance with Chapter 5J-17, F.A.C.
- Researched deeds, plats, and recorded easements.
- Verified and refined legal descriptions as necessary.

Topographic & Existing Conditions Survey

- Prepared detailed topographic survey to support site planning and design.
- Located visible improvements and utilities.

Replat Services

- Prepared and processed replat to resolve prior parcel configuration issues.
- Coordinated documentation suitable for recordation.



CLIENT:

Kenneth Plumley
Facilities Maintenance Director
Alachua County Library District
401 E. University Avenue,
Gainesville, FL 32601
352-334-3915
kplumley@aclib.us

YEAR:

2025

LOCATION:

Town of Micanopy, Florida

PRIME OR SUB:

Subconsultant to Paul Stresing

FACILITY:

±5,444 SF Public Library on ±1 acre

Deliverables

- Signed and sealed boundary and topographic survey
- Legal description and sketch (as required)
- CAD (DWG) and PDF files
- Signed and sealed hard copies suitable for public documentation



FIRE STATION 64

Alachua County



PROJECT DESCRIPTION:

eda consultants, inc. provided professional surveying services to Alachua County in support of the phased development of Fire Station 64, a new public safety facility serving the Town of Micanopy and surrounding areas.

Survey services supported both immediate site improvements and long-term facility build-out planning. The project required accurate boundary determination, right-of-way coordination along U.S. Highway 441, and preparation of documentation suitable for public permitting and phased implementation.

This project demonstrates eda’s experience providing boundary, topographic, right-of-way, and legal description surveys for publicly funded municipal facilities, including coordination along state roadways and preparation of sealed deliverables aligned with municipal and regulatory requirements.

SERVICES PROVIDED

Boundary Survey

- Performed boundary survey in accordance with Chapter 5J-17, F.A.C.
- Researched deeds and right-of-way records.
- Prepared legal sketch and description.

Topographic & Right-of-Way Survey

- Prepared detailed topographic survey of the site.
- Expanded survey limits within the U.S. 441 right-of-way to support FDOT access improvements.
- Located visible improvements and site features.

Utility Location Survey

- Identified and mapped visible utilities and above-ground appurtenances.

Deliverables

- Signed and sealed boundary and topographic survey
- Legal sketch and description
- CAD (DWG) and PDF files
- Signed and sealed hard copies suitable for permitting and public documentation

CLIENT:

Travis Parker, CPM, CPRP
Facilities Director
915 SE 5th Street
Gainesville, FL 32601
352-374-5289
tparker@alachuacounty.us

YEARS:

2023-2024

LOCATION:

U.S. Highway 441,
Micanopy, Florida

PRIME OR SUB:

Prime Surveyor

FACILITY:

±1,920 SF Public Safety /
Fire Rescue Station on ±5
acres



NEWBERRY CITY HALL

City of Newberry



PROJECT DESCRIPTION:

eda consultants, inc. provided professional surveying services for the City of Newberry Municipal Complex and City Hall as part of our ongoing continuing services contract with the City.

Under this long-standing relationship, eda regularly serves as the City's trusted, on-call surveying consultant. For this project, the City relied on eda to provide accurate boundary and existing-conditions documentation to support conceptual planning, engineering design, and construction activities within an active municipal campus.

This project demonstrates eda's role as a trusted continuing services consultant to municipal clients and our ability to support public projects from initial survey through construction staking – services directly aligned with the Town of Micanopy's Professional Surveying Services requirements.

SERVICES PROVIDED

Boundary & Topographic Survey

- Performed boundary survey in accordance with Chapter 5J-17, F.A.C.
- Researched deeds, plats, and recorded documents to establish defensible property limits.
- Prepared detailed topographic survey of the municipal complex and City Hall building.
- Located visible improvements, pavement areas, and site features to support conceptual planning and future design.

Survey Revision & Right-of-Way Expansion

- Prepared a revised survey expanding the original limits to include adjacent public rights-of-way.
- Provided additional topographic and control information to support expanded engineering design requirements.

Construction Staking

- Provided construction layout services including staking of building column line intersections with offsets.
- Set finished floor elevation (FFE) hubs to

support vertical control during construction.

Deliverables

- Signed and sealed boundary and topographic survey
- Revised survey reflecting expanded limits
- CAD (DWG) and PDF files
- Signed and sealed hard copies suitable for municipal planning, design, and construction use

CLIENT:

Jamie Jones, Assistant City Manager for Utilities & Public Works
25440 W. Newberry Road, Newberry, FL 32669
352-472-2161
JJones@NewberryFL.gov

YEARS:

2023-2025

LOCATION:

Newberry, Florida

PRIME OR SUB:

Prime Surveyor

FACILITY:

±12,000 SF Municipal Complex / City Hall on ±2 acres



PINESVILLE PARK

Alachua County

Item # 16.



PROJECT DESCRIPTION:

eda consultants, inc. provided boundary and topographic surveying services as a subconsultant to Kimley-Horn on behalf of Alachua County in support of the engineering design for Pinesville Park, a new 2.2-acre community “pocket park”.

The property, leased from St. Peter Missionary Baptist Church, is being developed to include multi-use basketball and pickleball courts, playground facilities, walking trails, pavilions, parking, drainage improvements, and utility service. The project was funded through the Wild Spaces & Public Places program.

Accurate existing-conditions documentation was essential to support park design, grading, drainage planning, and utility coordination for this publicly funded recreational facility.

This project demonstrates eda’s experience supporting publicly funded recreational facilities through accurate boundary and topographic surveying, including utility location and grading support – services directly aligned with the Town of Micanopy’s FRDAP-funded surveying needs.

CLIENT:

Kimley-Horn
Elisabeth Manley
800 SW 2nd Ave Suite 100,
Gainesville, FL 32601
(352) 374-3274
elisabeth.manley@kimley-
horn.com

YEAR:

2025

PRIME OR SUB:

Subconsultant to Kimley-Horn

LOCATION:

SW 170th Street, north of
Archer, Florida

FACILITY:

2.2-Acre Community
“Pocket Park”

SERVICES PROVIDED

Boundary Survey

- Performed boundary survey in accordance with Chapter 5J-17, F.A.C.
- Depicted property lines and established survey control.

Topographic Survey

- Prepared detailed topographic survey including spot elevations and contour mapping.
- Located above-ground improvements, trees, and site features.
- Identified and mapped underground utilities.

Deliverables

- Signed and sealed boundary and topographic survey
- CAD (DWG) and PDF files
- Signed and sealed hard copies suitable for engineering design and public documentation



6. PROPOSED PROJECT SCHEDULE

eda anticipates completing the Boundary Survey within approximately 4-7 weeks from Notice to Proceed. If optional Topographic, Tree, or Underground Utility services are authorized, the schedule may be extended slightly depending on field conditions and coordination requirements. **eda** will work closely with Town staff to meet any critical FRDAP-related deadlines.

1. PRE-PLANNING & PROJECT INITIATION (1 WEEK)

Upon receipt of Notice to Proceed, **eda** will immediately coordinate with the Town Administrator or designated staff to confirm:

- Final scope of services (Boundary only or inclusion of optional services)
- Required deliverables and format preferences
- Schedule expectations
- Any available background information

Relevant reference materials may include:

- Existing deeds and prior surveys
- Recorded plats and Clerk of Court records
- Right-of-Way maps
- Utility information
- Existing benchmarks or vertical control data (if topographic services are authorized)

This coordination ensures that the survey scope aligns precisely with FRDAP documentation needs, site planning requirements, and any potential recordation considerations.

Preliminary boundary research and project calculations will be performed under the supervision of a licensed Florida Professional Surveyor & Mapper prior to mobilization. This preparation allows field crews to operate efficiently and minimize return trips.

2. FIELD WORK (1-3 WEEKS)

Field work will be performed by experienced **eda** survey crews under the supervision of the Project Surveyor.

For the Boundary Survey, field activities will include:

- Recovery of existing monuments
- Setting of monuments where required (unless obstructed)
- Establishment of horizontal control (Florida State Plane, NAD 83, 2011 Adjustment)
- Location of fixed above-ground improvements
- Identification of adjoining rights-of-way
- Documentation of visible encroachments

If authorized, additional services may include:

6. PROPOSED PROJECT SCHEDULE

- Topographic & Tree Survey
- Establishment of vertical control (NAVD 88)
- Collection of spot elevations sufficient for 1-foot contour generation
- Identification of significant grade breaks
- Tree inventory (20" diameter and greater)
- Location of accessible sanitary and storm sewer inverts
- Visible striping documentation
- Underground Utility Location
 - Electronic detection of traceable metallic utilities
 - Ground penetrating radar (GPR) where applicable
 - Marking and mapping of traceable underground utilities

Field crews follow established company procedures to ensure accuracy and efficiency. Critical measurements are observed redundantly where appropriate. All equipment is routinely calibrated to maintain precision.

3. BOUNDARY ANALYSIS & CALCULATIONS (1 WEEK)

Following field data collection, all boundary research and calculations will be performed in-office by licensed Professional Surveyors and Mappers.

This phase includes:

- Evaluation of boundary evidence and potential conflicts
- Analysis of deed and plat discrepancies
- Resolution of any encroachment or alignment issues
- Preparation or verification of legal description (if required)

All work will comply with Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

4. DRAFTING & MAP PRODUCTION (1 WEEK)

Field data and boundary analysis will be incorporated into a comprehensive survey drawing using AutoCAD.

Deliverables will include:

- Boundary Survey drawing
- Easements provided by the Town (if plottable)
- Rights-of-way
- Improvements and encroachments
- Coordinate system notation

6. PROPOSED PROJECT SCHEDULE

- Required certifications and signature blocks

If optional services are authorized, topographic data, trees, elevations, and utility information will be integrated into the survey drawing.

5. QUALITY ASSURANCE & QUALITY CONTROL (CONCURRENT WITH DRAFTING PHASE)

Quality control is a critical component of eda's surveying practice.

Upon completion of a preliminary deliverable:

- The survey will undergo an independent internal review by a second licensed P.S.M. serving in a QA/QC role.
- Positional accuracy, boundary resolution, compliance with Chapter 5J-17, and conformance with client requirements will be verified.
- All coordinate data, bearings, distances, legal descriptions, and certification language will be checked.

The Director of Surveying will perform a final review prior to sealing to ensure the survey meets or exceeds the Town's expectations and is suitable for FRDAP documentation and engineering use.

6. DELIVERY

Upon completion and final approval:

- Signed and sealed PDF survey will be provided electronically
- DWG file will be delivered in an organized, engineering-ready format
- One sealed hard copy will be provided
- Legal description (if required) will be included

Additional copies or alternate formats can be provided upon request.

eda will remain available to respond promptly to any questions from Town staff or FDEP reviewers and will provide clarification or minor revisions as needed to support grant compliance.

ANTICIPATED TOTAL DURATION

- Boundary Survey (Base Scope Only): Approximately 4 weeks from Notice to Proceed.
- If Optional Topographic, Tree, and Underground Utility Services Are Authorized: An additional 2 weeks, for a total anticipated duration of approximately 6 weeks from Notice to Proceed.

The four-week schedule reflects completion of boundary services only. Authorization of the optional topographic, tree, and underground utility components will require additional field mobilization, vertical data collection, utility investigation, and drafting integration, resulting in the extended timeframe noted above. eda will coordinate closely with the Town to ensure alignment with project priorities and any FRDAP-related deadlines.

7. LUMP SUM FEE PROPOSAL

SITE: 700 SE Tusawilla Road, Micanopy, Florida 32667
 Alachua County Parcel No. 16489-000-000
 Owner(s) of Record: Town of Micanopy
 Being Approximately 16 Acres

(The limits of the Topographic Survey includes the project site, the right-of-way of Hunter Avenue adjoining the project site on the north, and the right-of-way of SE Tusawilla Road adjoining the project site on the south)

SCOPE OF SERVICES:

Boundary Survey

- Prepare a Boundary Survey of the subject property which meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. This Boundary Survey will include the location of fixed above ground improvements (buildings, fences, etc.) in relation to the property boundaries established by a Professional Surveyor & Mapper in conjunction with the legal description shown upon the survey. Monuments will be set or found and will be flagged, unless a physical obstruction, such as a tree, prevents this.
 - This survey does include the location of fixed above ground improvements. This survey does NOT include any vertical (elevation) measurements, tree locations, or the location of underground utilities.
 - A search of the public records for easements or other restrictions affecting the property is not included in this proposal, however all easements or other restrictions affecting the property which have been provided to the surveyor by the client will be shown on the survey if they can be plotted with the information provided to the surveyor.
 - This survey will be prepared with a Horizontal Coordinate System based upon the Florida State Plane Coordinate System, North Zone (SPC FL N) referenced to the North American Datum of 1983 (NAD 83) 2011 Adjustment, using the US Survey Foot.

Topographic & Tree Survey [Optional]

- Prepare a Topographic Survey of the subject property which meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Board of Administrative Code, pursuant to Section 472.027 Florida Statutes. The Topographic Survey will include:
 - Spot elevations sufficient to generate 1' contours and all significant grade breaks.
 - The location of all fixed above ground improvements.
 - The location of all trees 20" and greater in diameter (measured 4.5 feet above grade).
 - The location, size, depth, and material type of all accessible sanitary and storm sewer inverts.
 - The location of visible roadway and parking paint striping.

7. LUMP SUM FEE PROPOSAL

- o This survey will be prepared with an Elevation Basis on the North American Vertical Datum of 1988 (NAVD 88).

Underground Utilities [Optional]

- Locate all traceable Underground Utilities subject to our Utility Location Agreement (see following page).

Fee:

Boundary Survey	\$8,632
[Optional] Topographic & Tree Survey	\$15,088
[Optional] Underground Utilities	\$1,824



Utility Location Agreement

This utility location agreement is an attachment to a fee proposal by eda consultants inc. to provide engineering and/or surveying or utility location services. Acceptance of the engineering and/or surveying or utility location services fee proposal is also an acceptance of the terms and conditions of this agreement.

eda will attempt to locate all traceable public utility lines that are made evident by above ground fixtures and/or signage within the limits designated in the fee proposal using state-of-the-art electronic location equipment and/or ground penetrating radar. Tracing of irrigation lines/control wires and other minor private utility lines is not included unless otherwise specifically noted in the surveying scope of services portion of the proposal. A certification as to the existence of septic tanks, drain fields and underground tanks will not be made unless otherwise specifically noted in the surveying scope of services portion of the proposal.

Utility lines will be marked with flags and/or paint or chalk using "Guidelines for marking underground facilities" published by the American Public Works Association (APWA). The surveyor is not responsible for removing any paint marks or flags after the survey is completed.

No excavation of utilities is proposed. Should excavation be required for design purposes, eda can coordinate with a third party firm to provide those services as additional services.

There are many factors outside the control of the utility locator that affect the electronic or radar location of underground utilities including, but not limited to: broken, non-grounded, or non-existing trace wires on non-metallic lines, fiber optic cables with no metallic sheath or trace wire, clay or wet soils, crossed trace wires, lines in close proximity to each other, lines not evidenced by any above ground fixtures or signage, etc.

eda has an excellent record of accurate locates. However, because of the above noted factors that are beyond the control of the surveyor, the following note will be placed on the survey (prepared by eda or others if eda provides location services to another firm) and is a condition of eda providing these services:

THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN WERE BASED ON ABOVE GROUND FIXTURES, UTILITY COMPANY MAPS AVAILABLE TO THE SURVEYOR, AND ELECTRONIC DETECTION METHODS. UNLESS NOTED OTHERWISE ON THE GRAPHIC POTION OF THIS SURVEY, NO UTILITIES WERE UNCOVERED TO VERIFY THEIR LOCATION.

NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED BY THE SURVEYOR THAT THE LOCATIONS SHOWN REPRESENT THE ACTUAL LOCATIONS OF THOSE UTILITIES, THE UTILITY TYPE, OR THAT NO OTHER UTILITIES EXIST ON THE SITE.

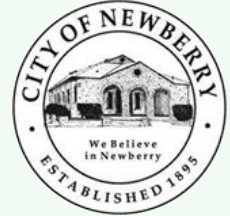
PRIOR TO THE DESIGN OF UTILITY CONNECTIONS, THE PROPOSED CONNECTION POINTS SHOULD BE EXCAVATED AS NECESSARY TO CONFIRM THEIR EXACT LOCATION, DEPTH AND CHARACTERISTICS. IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 556, PRIOR TO ANY EXCAVATION, THE EXCAVATOR SHOULD CONTACT SUNSHINE STATE ONE CALL OF FLORIDA AT 1-800-432-4770.

8. CLIENT REFERENCES

With 50 years of experience and counting providing services to North Central Florida, **eda** is proud of our list of satisfied clients, hands-on experience and successful projects. Below is a sampling of clients that can provide first-hand knowledge of our capabilities. We encourage you to contact them and ask about their experience working with **eda**. We have also provided corresponding reference letters on the following pages.

CITY OF NEWBERRY

Jamie Jones, Assistant City Manager for Utilities & Public Works
25440 W. Newberry Road, Newberry, FL 32669
352-472-2161
JJones@NewberryFL.gov



ALACHUA COUNTY

Travis Parker, Facilities Director
915 SE 5th Street, Gainesville, FL 32601
352-374-5289
tparker@alachuacounty.us

Ramon Gavarrete, Public Works Director
Alachua County Board of County Commissioners
5620 NW 120th Lane, Gainesville, Florida 32653
352-548-1214
rgavarrete@alachuacounty.us



CITY OF ALACHUA

Rodolfo Valladares, P.E. Assistant City Manager
15100 NW 142nd Terrace, Alachua, FL 32615
386-418-6140
ro_valladares@cityofalachua.org



8. CLIENT REFERENCES



25440 W Newberry Road
Newberry FL 32669
Tel: 352-472-2161 Ext. 2
www.ci.newberry.fl.us

To Whom It May Concern:

I am writing to recommend eda Consultants, Inc. based on my experience with their surveying work for the City of Newberry. eda has worked on a number of projects for the City, including boundary and topographic surveys for roadway and utility improvement projects. In addition to providing a variety of surveys for project design, eda surveyors also help the City to review subdivisions under review to provide comments on plats submitted by other consultants.

Currently, eda is engaged in surveying for a number of small roadway improvement projects for Newberry's Community Redevelopment Area (CRA). eda is a very experienced local firm and they are very responsive to the needs of our community. Our staff appreciates eda's attention to detail and is very pleased with their quality of work.

Since our relationship with eda began in 2016, they have exceeded our expectations. I am happy to recommend their services to other agencies in need of surveying work. If you would like any further information about our experience with eda, I can be reached at (352) 258-4486 or JJones@NewberryFL.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Jones".

Jamie Jones
Assistant City Manager
Director of Utilities & Public Works
City of Newberry

8. CLIENT REFERENCES



Alachua County Facilities Management

Facilities Management

Travis Parker, Facilities Management Director

To Whom it May Concern:

I am pleased to recommend eda consultants, inc. based on Alachua County's extensive experience with their professional engineering and surveying services. For over 30 years, eda has served as Alachua County's continuing services consultant, completing dozens of projects that have consistently demonstrated their technical expertise, reliability, and commitment to excellence.

Under Alachua County's continuing services contract, eda has provided comprehensive surveying and engineering services across a wide spectrum of projects. Their surveying work has included boundary surveys, topographic surveys, right-of-way surveys, construction layout, utility location using ground penetrating radar equipment, 3D laser scanning, and preparation of legal descriptions. Their engineers have designed and permitted numerous development projects within the County's jurisdiction, demonstrating thorough familiarity with our design criteria and review processes.

Recently, eda has been instrumental in several major facility projects for the County. They are currently working on improvements to our Court Complex, including an approximately 111,000 SF civil courthouse, a 5-story parking garage, and an expanded central energy facility. eda is providing surveying, engineering design, land planning and regulatory permitting services for this complex, multi-phased project.

Additionally, eda has provided planning, surveying, and engineering services for a proposed Land Conservation Management Facility with Public Parking/Trailhead within one of our County Conservation properties. The eda team has also recently designed and permitted redevelopment at the former Scottish Inn property (29 detached supportive housing units with comprehensive site improvements), and Fire Station 64, all of which required careful coordination with multiple County Departments leading the projects and with regulatory agencies including FDOT and St. Johns River Water Management District.

What sets eda apart is not only their technical competence, but also their responsiveness and attention to detail. Sergio Reyes and his team consistently deliver high-quality work products that meet or exceed all regulatory requirements. They navigate complex permitting processes with multiple agencies with ease and maintain excellent communication throughout each project. Their deep knowledge of local requirements and their ability to coordinate effectively with County staff and external stakeholders has made them an invaluable partner to our Facilities Department.

I strongly recommend eda to any agency or community seeking professional engineering and surveying services. If you have any questions about our experience with eda consultants, inc., please feel free to contact me.

Travis Parker

8. CLIENT REFERENCES



Alachua County Public Works Department

Ramon D. Gavarrete, P. E.
Public Works Director

Public Works
Ramon D. Gavarrete, P.E.
Public Works Director /
County Engineer
rgavarrete@alachuacounty.us
Tel. (352) 374-5245
Fax: (352) 337-6243

Public Works
Brian C. Kauffman, P.E.
Public Works Assistant Director
bkauffman@alachuacounty.us
Tel. (352) 548-1306
Fax: (352) 337-6243

Road & Bridge
Donald E. Clifton
Road Superintendent
dclifton@alachuacounty.us
Tel. (352) 374-5245
Cell: (352) 213-4832

Fleet Management
Gerald D. Bailey
Fleet Manager
gbailey@alachuacounty.us
Tel. (386) 462-1975
Fax: (386) 418-0331

Administration
Kenneth Fair, CPA, CGFO
Sr. Administrative Support Manager
kfair@alachuacounty.us
Tel. (352) 374-5245
Fax: (352) 337-6244

March 6, 2024

RE: Letter of Reference

To Whom it May Concern,


EDA Consultants, Inc. has been providing professional surveying services to Alachua County for 30 years. Over the course of their contract with us, they have worked on dozens of projects. In recent years, Alachua County has been without a County Surveyor on staff and EDA has helped us fill the gap. We have been working closely with them to both provide surveys for proposed county projects and to assist with development review of proposed subdivision plats.

EDA’s surveying skills and knowledge of regulatory requirements are excellent. As a firm with decades of experience engaged in the development and platting process for private development, we trust their expertise to review subdivisions submitted by other firms and provide comments on the County’s behalf. As a firm, their long history in the community allows them to deliver exceptional survey products. In addition to assisting with review, the County has engaged EDA to provide boundary and topographic surveys for several land purchases and infrastructure projects.

I personally have many years of experience working with Jared Rogers and can vouch for his expertise. When working with EDA, I can always expect the utmost professionalism and care. They provide excellent customer service and the County’s interests are well served through EDA.

If you have any questions about our experience, please feel free to contact me. Alachua County is pleased to work with and recommend EDA for professional surveying services.

Sincerely,


Digitally signed by
Ramon D. Gavarrete,
P.E.
Date: 2024.03.06
09:47:18 -05'00'

Ramon D. Gavarrete, P. E.
Public Works Director / County Engineer
Alachua County

8. CLIENT REFERENCES



City of Alachua

MIKE DAROZA
CITY MANAGER

RODOLFO VALLADARES, P.E.
ASSISTANT CITY MANAGER

June 24, 2024

To Whom it May Concern:

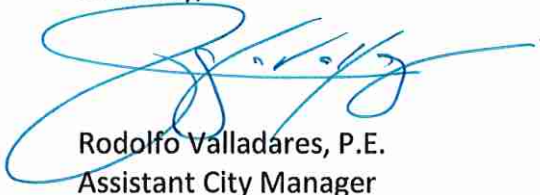
eda consultants, inc. has been a dedicated service provider to the City of Alachua for the past 15 years. Throughout this period, their team of professional engineers has consistently delivered expert services for various roadway and utility design projects, establishing themselves as a dependable partner.

Currently, eda is actively involved in providing design and bidding services for a proposed water line and roadway improvement project aimed at supporting an innovative mixed-use development within the City. They have collaborated closely with our Public Services staff to deliver surveying, design, and permitting services, meeting demanding project timelines.

eda's surveyors and engineers have also played a crucial role in assisting City staff during the site plan and subdivision review processes, offering valuable insights on submissions from other firms. Their extensive local experience in designing private developments across our community is complemented by their responsiveness to our specific municipal needs.

I have been consistently impressed with the quality of eda's work, and without hesitation, I recommend them to any community seeking professional engineering services.

Sincerely,



Rodolfo Valladares, P.E.
Assistant City Manager

9. CERTIFICATE OF INSURANCE

Item # 16.



EDACONS-01

AMATTOX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002	FAX (A/C, No): (352) 376-8393	
	E-MAIL ADDRESS:		
INSURED eda consultants, inc, 720 SW 2nd Ave South Tower Ste 300 Gainesville, FL 32601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westfield Companies		24112
	INSURER B : Bridgefield Employers Insurance Company		10701
	INSURER C : XL Specialty Insurance Company		37885
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

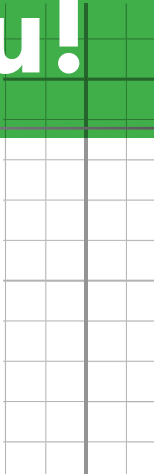
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CWP003291K	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CWP003291K	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CWP003291K	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0830-53995	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			DPR5048265	10/1/2025	10/1/2026	Aggregate \$ 5,000,000
C	Errors & Omissions			DPR5048265	10/1/2025	10/1/2026	Per Claim \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Information Only

CERTIFICATE HOLDER *For Information Only For Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



Thank you!





Town of _____

Micanopy

Florida

AGENDA ITEM SUMMARY

Meeting Date: March 10, 2026

Agenda Item: Approval of DWSRF Planning & Design Phase Extension

Presented By: Sara Samario, Town Administrator

Background

The Town of Micanopy was awarded funding through the Florida Department of Environmental Protection (FDEP) under the **Drinking Water State Revolving Fund (DWSRF)** Loan Program to support planning and design activities for critical water system improvements.

Under the terms of the DWSRF loan agreement, planning and design activities are required to be completed within a specified timeframe. Due to project coordination and alignment with the State's construction funding cycle, the Town formally requested an extension of the planning and design phase through **February 15, 2027**.

Planning and design activities are currently expected to be completed by **August 15, 2026**.

Current Status

- Engineering design remains on schedule.
- The Town anticipates completing the design phase in time to apply for construction funding at the **August 2026 DWSRF hearing cycle**.
- The requested extension provides administrative flexibility and ensures continued compliance with FDEP program requirements.

The extension does not modify the project scope, loan amount, or overall funding commitment. It is an administrative adjustment to maintain eligibility and alignment with State timelines.

Fiscal Impact

There is no additional fiscal impact associated with the requested extension. The project remains within the approved DWSRF planning and design loan structure.

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

Recommended Motion

Motion to approve the extension of the DWSRF planning and design phase through February 15, 2027, and authorize the Mayor and Town Administrator to execute the necessary agreement documents.

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

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW010600
TOWN OF MICANOPY**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF MICANOPY, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW010600, as amended; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete planning and design; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

- 1. Section 8.08 of the Agreement is deleted and replaced as follows:

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department’s webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as “Guidance for Meeting EPA’s Signage Requirements”.

- 2. Section 8.12 is added to the Agreement as follows:

8.12. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

- 3. Article IX of the Agreement is deleted and replaced as follows:

ARTICLE IX – CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

- (a) Proof of advertising.
- (b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (e) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation in Project construction.
- (f) Current certifications for Disadvantaged Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.
- (g) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(2) The following must be provided to the Department for professional services contract(s):

- (a) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation.
- (b) Current certifications for Disadvantaged Business Enterprises participating in the contract.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit the following documents:

- (a) Contractor insurance certifications.
- (b) Executed Contract(s).
- (c) Notices to proceed with construction.

(2) After the Project Sponsor has awarded the professional services contract(s), the Project Sponsor shall submit the following documents:

- (a) Executed Contract(s).
- (b) Professional Services Procurement Certification.

9.03. RESERVED.

4. Unless repayment is further deferred by amendment of the Agreement, the Loan Payment as set forth in Section 10.05 shall be received by the Department on February 15, 2027.

5. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Planning and Design Activities is scheduled for August 15, 2026.

(4) The Loan Payment in the amount of \$264,500 shall be due February 15, 2027.

6. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement DW010600 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
TOWN OF MICANOPY

Mayor

Attest:

Approved as to form and legal sufficiency:

Town Clerk

Town Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



Town of _____

Micanopy

Florida

March 10, 2026

Agenda Item Title

Approval of Proposal for Structural Engineering Services – Micanopy Town Hall

Recommended Action

Approve the proposal from GSE Engineering & Consulting, Inc. in the amount of **\$6,000** for structural observation and limited geotechnical investigation services for Town Hall and authorize the Town Administrator to execute the professional services agreement, subject to review by the Town Attorney.

Background

The Town recently observed structural concerns at Town Hall, including cracking above a doorway, wall cracking, and doors that are binding in their frames. Given the age of the building (constructed circa 1895), the Town determined that a professional structural evaluation was necessary to assess the condition of the structure and determine whether any remedial repairs may be required.

Initially, a local engineering firm was contacted to assess the situation; however, because the condition did not appear to constitute an immediate emergency, staff issued an **informal Request for Proposals** in accordance with the Town’s Procurement Policy (Resolution 2020-11).

Resolution 2020-11 Procurement ...

The solicitation was posted on the Town’s website and distributed to qualified engineering firms. One proposal was received.

Proposal Received

GSE Engineering & Consulting, Inc. – **\$6,000**

The proposal includes:

- Site visit and structural observation of the building
- Crawlspace inspection
- Three hand auger soil borings around the building perimeter
- Relative floor elevation survey
- Written engineering summary with findings and recommendations

The proposed services will assist the Town in determining the structural condition of Town Hall and identifying whether repairs or additional engineering services are necessary.

Staff reviewed the proposal and found it to be responsive to the Town’s request and the cost to be reasonable for the scope of work.

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

Fiscal Impact

\$6,000 – To be paid from the Town Hall maintenance or capital repair budget.

Staff Recommendation

Staff recommends approval of the proposal from **GSE Engineering & Consulting, Inc.** in the amount of **\$6,000** and authorization for the Town Administrator to execute the agreement.



February 24, 2026

Sara S. Samario, Town Administrator
Town of Micanopy
706 NE Chokolka Boulevard
P.O. Box 137
Micanopy, Florida 32667

Reference: Proposal for a Limited Geotechnical Investigation and Structural Observation
Micanopy Town Hall
Micanopy, Alachua County, Florida
GSE Proposal No. 2026-108

GSE Engineering & Consulting, Inc. (GSE) is pleased to present this proposal to provide a Limited Structural Observation for the subject building in Micanopy, Alachua County, Florida.

This proposal outlines our understanding of the scope and presents our fees for providing these services.

PROJECT DESCRIPTION

This project consists of providing a Limited Structural Observation for the Micanopy Town Hall building located at 704 NE 1st Street in Micanopy, Alachua County, Florida.

We understand you have concerns related to the current condition of the subject structure. The structure is two-story, brick and wood frame construction. According to the Alachua County Property Appraiser's web site, the structure was constructed in 1895 and has a total area of about 10,290 square feet.

We understand cracking damage developed in the western end of the ground floor of the building on the north side of the hallway over the past few months. The damage consists of a diagonal crack above a door frame. We understand there are doors on the second floor at the east end of the building that are out of square and bind in the frame.

GSE proposes to perform a limited structural observation of the building to determine the severity of the damage in the building. We propose to perform the following scope(s) of services.

SCOPE OF SERVICES

- Perform one (1) site visit to observe the existing conditions. This will consist of a walkthrough of the interior and exterior of the building to document the locations of damage and an inspection of the crawlspace beneath the building to observe the condition and type of framing supporting the structure.
- Perform three (3) hand auger borings around the perimeter of the building to evaluate the soil types supporting the building.

GSE Engineering & Consulting, Inc.
5590 SW 64th Street, Suite B
Gainesville, Florida 32608
352-377-3233 Phone • 352-377-0335 Fax
www.gseengineering.com

- Perform a relative floor elevation survey of the ground and second floor of the building to document potential areas of settlement/sagging.
- Provide a written summary letter of our observations. This will include an opinion of the suitability of the building for use and whether any remedial repairs are warranted.

PROJECT SCHEDULE

Following project authorization, we will verbally transmit our observations and recommendations throughout the project to ensure efficient design/construction timelines.

Our submission of the summary letter will be delivered within 4 weeks of authorization and field inspection.

FEE

Based upon our understanding of the project, and the scope(s) of the work presented above, we propose a fee of **\$6,000** for our services outlined above.

If additional field services are required, these could be provided at an additional cost of \$750 per site visit. If engineering design services are required following the submission of our recommendations, these services could be provided under a separate proposal. We will not exceed our fee without your prior authorization for an increase in the scope of services.


AUTHORIZATION

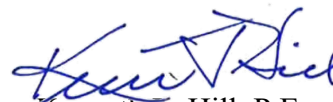
To formally authorize us to proceed with this project and to complete our files, please execute and return to us a copy of the attached Professional Services Agreement.

CLOSURE

We appreciate the opportunity to submit this proposal, and we look forward to working with you on this and future projects. If you have any questions, or if we can provide any additional information, please call us.

Sincerely,
GSE Engineering & Consulting, Inc.


John C. Newcombe, P.E.
Project Engineer


Kenneth L. Hill, P.E.
Principal Engineer

JCN/KLH:tlf
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Attachment: Professional Services Agreement (1)

Distribution: Addressee (1)
File (1)



Please sign, date, and return this service agreement to our office by:
• Fax (352) 377-0335
• Email admin@gseengineering.com

Professional Services Agreement

Section I.

THIS AGREEMENT made and entered into by and between GSE Engineering & Consulting, Inc. (GSE) and the Client identified herein, provides for professional services described under the attached Proposal No. 2026-108 dated February 24, 2026, and under the terms of Section II of this agreement.

CLIENT

Sara S. Samario, Town Administrator
Town of Micanopy
706 NE Chokolka Boulevard
P.O. Box 137
Micanopy, Florida 32667

ACCOUNTS PAYABLE

Firm
Contact
Address
City/State

Phone 352-466-3121
Cell
E-mail ssamario@micanopytown.com

Phone
Fax
E-mail

PROJECT (NAME and/or DESCRIPTION): Proposal for a Limited Geotechnical Investigation and Structural Observation Micanopy Town Hall Micanopy, Alachua County, Florida

GSE agrees to perform the professional services set forth in the Proposals attached hereto and made a part of the AGREEMENT hereof, in accordance with Section II, STANDARD PROVISIONS expressed herein.

PAYMENT TERMS: Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. The parties hereby expressly waive the right to trial by jury in any and all such actions. ALL INVOICES ARE PAYABLE UPON RECEIPT.

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date written above.

CLIENT: Town of Micanopy
SIGNED:
PRINT: Sara S. Samario
TITLE: Town Administrator
DATE:

GSE Engineering & Consulting, Inc.
SIGNED:
PRINT: Kenneth L. Hill, P.E.
TITLE: Principal Engineer
DATE:

Please sign, date, and return this service agreement to our office by:
Email admin@gseengineering.com or Fax (352) 377-0335

Section II. STANDARD PROVISIONS

- A. GENERAL PROVISIONS:** The Client's execution of the AGREEMENT authorizes GSE to perform all the professional services in the AGREEMENT unless otherwise noted in writing in the AGREEMENT or modified by written change order executed by GSE and the Client.
- B. SITE ACCESS:** The Client shall provide GSE free access to the Project Site for all equipment and personnel necessary for GSE to perform the work set forth in this Agreement. The Client will notify any and all possessors of the Project Site that the Client has granted GSE and its' subconsultants free access to the site. GSE will take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment, but it is understood by the Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the proposal and Client expressly releases GSE of liability for any damage to the site and agrees that GSE will not be responsible for the cost of restoring the site to its original condition. If the Client desires or requires GSE to restore the site to its original condition, then upon written request and agreement by Client to pay the cost thereof, GSE will perform such additional work as is necessary to repair damage to the site caused by its work or the use of its equipment.
- C. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and services performed by GSE or others to be timely and properly performed in accordance with the plans, specifications, and contract documents, and GSE's recommendations. GSE shall not be liable for any claims for loss, damage, or injury by Client or any third party unless all tests and inspections have been so performed and unless GSE's recommendations have been followed by Client. In the event that all such test and inspections are not so performed or GSE's recommendations are not so followed, Client agrees to indemnify, defend and hold GSE, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees arising out of the failure to perform such test and inspections or to follow GSE's recommendations except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of GSE, its officers, agents or employees.
- D. DAMAGE TO EXISTING MAN-MADE OBJECTS:** The Client will provide the location of underground utilities or obstructions to GSE who, in the execution of this work, will take precaution to avoid damage or injury to any such subterranean structure or utility. Client agrees to hold GSE harmless for any damages to subterranean structures which are not called to GSE's attention and correctly shown on the plans furnished and will reimburse GSE for any expenses in connection with any claims or suits including reasonable attorney fees.
- E. STANDARD OF CARE:** The Client recognized that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GSE will be based solely on information available to GSE. GSE is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- Services performed by GSE under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering.
- F. SAMPLE DISPOSAL:** GSE will dispose of all remaining soil and rock samples 60 days after submission of the report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- G. RESPONSIBILITY:** If, under this AGREEMENT, professional services are provided during the construction phase of the project, GSE shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall GSE be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents or for a contractor's failure to comply with applicable laws, ordinances, rules or regulations.
- H. ASSIGNMENT:** Neither the Client nor GSE will assign or transfer its interest in this AGREEMENT without the written consent of the other.
- I. INFORMATION PROVIDED BY OTHERS:** The Client agrees to promptly provide GSE all information, whether written or otherwise, with respect to the Project which might reasonably be pertinent or necessary to enable GSE to satisfactorily perform its services hereunder. The Client assumes full responsibility for the accuracy of any information supplied to GSE by the Client, as it is not within GSE's SCOPE OF SERVICES to check or verify said accuracy, and the Client shall not hold GSE responsible for the accuracy of any information furnished by the Client.

- J. DOCUMENTS:** All original sketches, tracings, drawings, computations, details, design calculations, logs, reports, and other documents and/or plans that result from GSE's services under this AGREEMENT are and remain the property of GSE as instruments of service. Where such documents are required to be filed with governmental agencies, GSE will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal consequences to GSE unless approved in writing by GSE, prior to such reuse.
- K. TIME LIMITATION FOR ACCEPTANCE:** This AGREEMENT is offered to the Client in good faith, and GSE warrants this is a valid contract if executed by the Client and received by GSE within thirty (30) days of the date this document is delivered to the Client.
- L. INVOICE PROCEDURES AND PAYMENT**
- L.1.** Invoices for all work accomplished and reimbursable expenses during each calendar month shall be submitted to the Client. Monthly invoices shall include the portion of the fee earned for the month based on services performed, as determined by GSE, and any charges for reimbursable costs.
- L.2.** Reimbursable costs include fees of professional associates/subconsultants and out-of-pocket expenses. These reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.
- L.3.** Typical out-of-pocket expenses include but are not limited to travel expenses (lodging, meals, etc.), job-related mileage at the prevailing company rate, long distance telephone calls, courier, printing, and reproduction costs.
- L.4.** **PAYMENT TERMS:** *All invoices are payable upon receipt.* Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. *The parties hereby expressly waive the right to trial by jury in any and all such actions.*
- L.5.** GSE reserves the right to suspend all services on the Project without notice if an invoice remains unpaid 45 days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.
- M. ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and their related expenses.
- N. DELAYS:** GSE is not responsible for delays caused by factors beyond GSE's reasonable control, including but not limited to delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove GSE services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond GSE's reasonable control occur, the Client agrees that GSE is not responsible for damages, nor shall GSE be deemed to be in default of this AGREEMENT. If GSE is required to delay commencement of the work, or if, upon embarking upon its work, GSE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of GSE, additional charges will be applicable and payable by Client.
- O. LIMIT OF LIABILITY**
- O.1.** The limit of liability of GSE to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this AGREEMENT.
- O.2.** In no event shall GSE be liable for any incidental or consequential damages by the Client in connection with the Project.
- O.3.** GSE is not responsible for accuracy or validity of information obtained from others and utilized in the services provided under this AGREEMENT.
- P. MEDIATION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this AGREEMENT and all subcontracts executed by GSE.

- Q. DISCOVERY OF UNANTICIPATED HAZARDOUS WASTES, MATERIALS OR SUBSTANCES:** GSE agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GSE and Client also agree the discovery of unanticipated hazardous materials may make it necessary for GSE to take immediate measures to protect health and safety. Client agrees to compensate GSE for any time spent and expense incurred by GSE to protect employees and the public's health and safety. GSE agrees to notify Client as soon as practical should unanticipated hazardous materials or suspected hazardous materials be encountered. In addition, Client waives any claim against GSE and agrees to defend, indemnify and save GSE harmless from any claim or liability for injury or loss arising from GSE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate GSE for any time spent and expense incurred by GSE in defense of any such claim, with such compensation to be based upon GSE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- R. GOVERNING LAW:** This AGREEMENT shall be governed by and construed according to the laws of the State of Florida.
- S. INSURANCE:** GSE shall carry general liability insurance and professional liability insurance.
- T. PERMITTING**
- T.1.** In cases where the SCOPE OF SERVICES requires GSE to submit, on behalf of the Client, a permit application and/or request for approval by a third party to this contract, GSE does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by GSE is not contingent upon the successful acquisition of these permits.
- T.2.** Permitting services do not include special studies, special research, special testing, or special documentation not normally required for this type of project. GSE may provide such special services as Additional Services as authorized by the Client.
- T.3.** The Client shall pay for any regulatory agency review fees, application fees, permit fees, impact fees, or other fees and charges imposed by a regulatory agency or governmental entity.
- U. ADDITIONAL SERVICES**
- U.1.** GSE shall not be required to perform any services not specifically included in the AGREEMENT unless requested by the Client and agreed to by GSE in writing (such services to be hereinafter referred to as "Additional Services"). In addition, the Client authorizes GSE to perform additional services, for which GSE will be compensated in accordance with the AGREEMENT, which become necessary or required due to (a) emergencies, errors or action by the Client and/or the Client's agents including but not limited to the Client's other consultants, (b) and changes in the laws, rules, regulations, policies, or ordinances of any governing body or any governmental entity having jurisdiction over the Project or GSE, (c) any causes beyond GSE's control, and (d) cause which, at GSE's sole discretion, require that Additional Services be performed under circumstances where the Client's prior express authorization cannot be obtained. In the event GSE performs such Additional Services, GSE will notify the Client as soon as practical of the necessity and inception of the services.
- U.2.** It is understood and agreed that services under this AGREEMENT do not include participation, whatsoever, in any litigation.
- V. TERMINATION:** This Agreement may be terminated by either party by 7 days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, GSE will be paid for work satisfactorily completed up to date of termination plus reasonable termination expenses including but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Pursuant to Section 558.0035, Florida Statutes, an individual employee, or agent may not be held individually liable for negligence.