



Town Commission Regular Meeting Agenda

Tuesday, September 08, 2026 at 7:00 PM

706 NE Cholakka BLVD

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

CONSENT AGENDA

1. Agenda Approval
2. Regular Commission Meeting Minutes of 8-11-2026 and Budget Workshop of 8-11-2026

GUESTS

3. Micanopy Branch Library Update
4. Willie Mae Stokes Community Center
5. Mike Klein, candidate for Congress in Florida's 3rd Congressional District

CITIZEN'S FORUM

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

TOWN COMMISSION LIAISON REPORTS

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

CITIZEN BOARD AND COMMITTEE REPORTS

9. Planning and Historic Preservation Board
10. Tree Committee

TOWN ATTORNEY REPORT

11. Renewal of Town Administrator's Contract

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

12. Financial Reporting for Period Ending August 31, 2026

TOWN ADMINISTRATOR REPORT

13. Town Administrator Report
14. Comprehensive Plan Update

NEW BUSINESS

- 15. Approval of Personnel Policy and Employee Handbook
- 16. Proposed Ordinance Development for Tree Protection and Canopy Management

UNFINISHED BUSINESS

TOWN COMMISSIONER REPORTS

- 17. Commissioner (Seat 1) Judy Galloway
- 18. Commissioner (Seat 3) David Massey
- 19. Commissioner (Seat 4) Kevin Putansu
- 20. 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, August 11, 2026 at 7:00 PM

706 NE Cholakka BLVD

TOWN COMMISSION REGULAR MEETING MINUTES

Tuesday, August 11, 2026 at 7:00 PM

706 NE Cholakka Boulevard
Micanopy, Florida

CALL TO ORDER

Mayor Jiana Williams called the meeting to order at 7:01 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation and Pledge of Allegiance were observed.

ROLL CALL

Town Commissioners Present:

Mayor Jiana Williams

Mayor Pro Tem Kevin Putansu

Commissioner Judy Galloway

Commissioner David Massey

Commissioner Ken Wessberg

Town Staff Present:

Attorney A. Derek Folds

Administrator Sara Samario

Deputy Town Clerk Patty Polk

CONSENT AGENDA

A motion was made and seconded (Wessberg/Galloway) to accept the consent agenda as submitted. The motion was withdrawn.

A motion was made and seconded (Wessberg/Galloway) to approve the agenda, tabling Item 15 (Proposed Personnel Policy for FY27), and to amend the July 14, 2026, regularly scheduled Town Commission meeting minutes under Citizens' Forum to reflect that the Commission consensus was not to discuss the reflectors on Seminary Avenue. Motion passed 5-0.

1. Agenda Approval

2. Regular Commission Meeting Minutes of July 14, 2026, and Budget Workshop of July 14, 2026

GUESTS

3. Micanopy Branch Library Update

Micanopy Librarian Wendy Schneider provided a verbal report.

4. Willie Mae Stokes Community Center

The grand opening of New Beginnings Church was reported as a great success.

CITIZENS' FORUM

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

Patty Crass stated that she was happy to be present and appreciative of the community government.

Kat Crass asked about a neighbor, Larry Latson, and his family selling the house next to him. She stated that the house is for sale and has received an offer, but it is unknown whether the offer has been accepted.

Bud DesForges requested additional lighting in the Town Hall parking area.

Sandi Newman invited everyone to a community garden workshop on August 15, 2026.

TOWN COMMISSION LIAISON REPORTS

5. Alachua County League of Cities

Mayor Williams informed the Commission and citizens that the League of Cities conference is this week and is a valuable learning opportunity for the Commission. She expressed enthusiasm about learning how to manage growth and how neighboring communities are influenced by it.

Commissioner Massey discussed the grants program he learned about at last year's conference, describing it as a valuable tool, and shared grant options.

Commissioner Wessberg stated that the conference is an action-packed few days.

Commissioner Galloway stated that the conference is useful and helpful, and that networking is ideal. She expressed that she is looking forward to this year's conference.

Administrator Samario expressed that she was thrilled the Commissioners are attending. She noted that citizens may underestimate the role of local government and emphasized the importance of community involvement.

6. Alachua County Children's Trust

Mayor Williams explained that the Children's Trust budget will be reduced this year. She emphasized the importance of education for parents and children and stated that "one in seven pills kills." She noted that starting education at a young age is vital and that the Trust is using billboards, radio, and social media to educate the community.

7. Thrasher Warehouse Board

Commissioner Wessberg provided a verbal report. The Fall Festival will soon take place in October. The Board is revisiting the museum's front shingles, and a tree in the courtyard needs attention.

CITIZEN BOARD AND COMMITTEE REPORTS

8. Planning and Historic Preservation Board

Administrator Samario provided a verbal report. A Certificate of Appropriateness was approved to add two signs to the Brisky building and to remove the wrought-iron bars from the building's windows and doors.

9. Tree Committee

Report unavailable.

TOWN ATTORNEY REPORT

10. Proposed Lease Agreement – Letter of intent for Lease of 704 NE 1st Street (Former Fire Station)

Tim McBride provided handouts regarding the proposed fire station changes and the plan to open a fitness center. Discussion ensued.

A motion was made and seconded (Galloway/Wessberg) to approve the Letter of Intent for the lease of the former fire station located at 704 NE 1st Street and authorize the Town Attorney and Town Administrator to work with the Town's realtor and prospective tenant to prepare and execute a lease agreement consistent with the approved terms. Motion passed 5-0.

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

11. Financial Reporting for the Period Ending July 31, 2026

Administrator Samario presented the financial reports dated July 31, 2026. Discussion ensued.

A motion was made and seconded (Putansu/Galloway) to accept the financial reports dated July 31, 2026, as presented. Motion passed 5-0.

TOWN ADMINISTRATOR REPORT

12. Town Administrator Report

Administrator Samario provided an informational report.

The Community Resource Center is progressing nicely. The Town's grant administrator met with Commerce, and a completion extension is expected to be granted. The Town is not eligible for advance pay statewide because it is not fiscally constrained.

Administrator Samario asked whether the Commission was open to a special called meeting to approve legislative appropriations request, project #2405A, for comprehensive planning, and the Commission indicated that it was.

The tentative budget hearing is scheduled for September 7, 2026, at 6:00 p.m.

NEW BUSINESS

13. Proposed Appointee to the Tree Committee

Administrator Samario introduced Christine Hadad, who applied to join the Tree Committee, and thanked her for applying.

A motion was made and seconded (Galloway/Massey) to accept Ms. Hadad's application to the Tree Committee. Motion passed 5-0.

14. Proposed Master Services Agreement for Tree Trimming, Canopy Maintenance, Tree Removal, and Debris Removal Services

Discussion ensued.

A motion was made and seconded (Putansu/Galloway) to accept the tree-trimming agreement as submitted. Motion passed 5-0.

15. Proposed Personnel Policy for FY27

This item was tabled until the next meeting.

16. Proclamation – Pollinator Census

Mayor Williams read the proclamation in full as submitted. Applause followed.

UNFINISHED BUSINESS

None.

TOWN COMMISSIONER REPORTS

17. Commissioner (Seat 1) Judy Galloway

Commissioner Galloway, after missing the previous meeting, thanked everyone involved in the July 4th festivities. She shared that she has had a difficult year following the passing of a friend and thanked everyone for their prayers. She stated that it is an honor to serve as a commissioner.

18. Commissioner (Seat 3) David Massey

Commissioner Massey thanked everyone for attending. He expressed excitement about the future of the firehouse and the progress being made. He stated that the New Beginnings Church opening was an amazing event and that he is looking forward to the conference.

19. Commissioner (Seat 4) Kevin Putansu

Mayor Pro Tem Putansu thanked everyone for attending. He said he will not attend the conference but looks forward to hearing about it. He noted that the next potluck will be scheduled soon.

20. Commissioner (Seat 5) Ken Wessberg

Commissioner Wessberg stated that Micanopy is moving forward for the better. He attended the New Beginnings Church opening and described it as amazing, with more than 250 people in attendance.

MAYOR (SEAT 2) JIANA WILLIAMS REPORT

Mayor Jiana Williams said that she loves a good quote: *Be kind to others, but also and always be compassionate to yourself*. She congratulated the Town's new restaurant owner, Cheyenne at Old Florida Cafe, and new store owners Lynn at Monica's former location and Jamie with JEM's Originals, who has purchased the Stage Coach Stop.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:40 p.m.

NOTICE

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Town of _____
Micanopy
 Florida

TOWN OF MICANOPY, FLORIDA

BUDGET WORKSHOP MINUTES

Date: August 11, 2026

Meeting: Budget Workshop – 5:30 pm

CALL TO ORDER

Mayor Jiana Williams called the meeting to order at 5:30 pm.

Commissioners present:

- **Mayor Jiana Williams**
- **Mayor Pro Tem Kevin Putansu**
- **Commissioner Judy Galloway**
- **Commissioner David Massey**
- **Commissioner Ken Wessberg**

- **Town Staff present:**
- **Administrator Sara Samario**

EMPLOYEE COMPENSATION AND PERSONNEL

The Commission reviewed the proposed employee pay plan, including salary grades, steps, annual increases, and the allocation of personnel costs between the General Fund and Enterprise Fund. A 3% annual increase was discussed as the current planning assumption.

The Commission discussed increasing the Public Works pay grade and moving Ernie from Grade 1, Step 1 to Step 2 while maintaining his part-time status. The Commission expressed support for recognizing his work and including the increase in the proposed budget.

The Commission also discussed employee step increases, including the possibility of a step increase for Administrator Sara Samario. Staff explained that Samario's original three-year employment contract has expired and should be renewed. The Commission discussed incorporating her compensation into the established pay plan to provide a consistent salary structure.

The Commission reviewed the proposed personnel policy and employee evaluation process. Staff noted that several provisions, including paid holidays, were inadvertently omitted from the draft.

Staff recommended withdrawing the current version and presenting a revised policy the following month.

WATER RATES AND ENTERPRISE FUND

The Commission reviewed the Enterprise Fund budget, water rates, infrastructure needs, and long-term capital requirements. Staff reviewed the Town's asset management mapping system and its use in planning for infrastructure replacement and future financing.

The estimated replacement cost of the Town's water assets is approximately \$3.444 million, with an estimated annual capital replacement requirement of approximately \$74,000. Staff noted that actual future costs could be higher based on current construction costs.

The budget includes approximately \$2.7 million for anticipated water plant and filtration improvements, with debt service anticipated to begin around 2029. Staff explained that additional water revenue will be necessary to support future operating costs, capital needs, and debt service.

The Commission discussed previous water rate increases and a potential additional 10% increase. The Commission agreed to move forward with planning for a 10% increase and to present the proposal for consideration and required public hearings in September.

Staff also discussed obtaining assistance with a water rate study. A consultant may be available to assist the Town without an additional charge.

WATER FUND FINANCIAL CONDITION

Staff reviewed historical and projected Water Fund results, including the fund's operating position, depreciation, capital requirements, and personnel and other expenses charged to the Enterprise Fund.

The Commission discussed assistance for residents experiencing difficulty paying water bills. Staff explained the Town's existing payment plan and provisions for addressing certain circumstances. The possibility of a separate community-based charitable organization assisting residents was discussed as a potential future consideration.

SOLID WASTE

The Commission reviewed the Town's solid waste service and Waste Pro contract. Staff explained that the existing agreement has expired and the Town is currently operating month-to-month. Waste Pro has requested an increase, with approximately 3% discussed as a potential adjustment.

The Commission discussed the Town's approximately 350 solid waste customers, billing responsibilities, and the importance of maintaining hand service because of narrow streets and

difficult access in portions of the Town. Commissioners and staff expressed satisfaction with Waste Pro's service.

Staff and the Town Attorney are investigating whether the Town can legally piggyback on another Waste Pro agreement rather than issuing a new bid. The Commission discussed the possibility that competitive bidding could result in higher costs or changes to the current collection system if other providers cannot offer comparable hand service.

ACTION ITEMS

1. Incorporate approved compensation changes into the proposed budget.
2. Include Ernie's move from Grade 1, Step 1 to Grade 1, Step 2 in the proposed budget while maintaining his part-time status.
3. Work with the Town Attorney to prepare renewal of Sara Samario employment contract and bring it back to the Commission.
4. Revise the personnel policy to address omitted provisions, including paid holidays, and bring it back the following month.
5. Incorporate the employee evaluation process into the revised personnel policy.
6. Incorporate a proposed 10% water rate increase into the budget.
7. Plan to present the proposed water rate increase and conduct the required public hearing process in September.
8. Contact the consultant regarding a water rate study and determine the potential timing, cost, and usefulness of completing the study.
9. Continue evaluating State Revolving Fund requirements and the potential use of infrastructure surtax revenues to support future debt service.
10. Continue working with the Town Attorney to determine whether the Town can legally piggyback on another Waste Pro agreement.
11. Return the solid waste matter to the Commission once a legally appropriate path forward has been identified.

ADJOURNMENT

Mayor Jiana Williams adjourned the meeting at 6:45 pm.

There being no further business, the Budget Workshop was concluded.

EMPLOYMENT AGREEMENT TOWN ADMINISTRATOR

TOWN OF MICANOPY, FLORIDA

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the Town of Micanopy, Florida, a municipal corporation ("Town"), and Sara Samario ("Employee"), and shall become effective October 1, 2026, upon approval and execution as provided herein.

RECITALS. The Town desires to continue the professional services of Employee as Town Administrator; Employee has continuously served the Town since June 7, 2021; the parties desire to establish compensation, benefits, conditions of employment, and a fair process for separation; and the parties intend this Agreement to supersede the prior employment agreement upon its effective date.

SECTION 1. POSITION AND DUTIES

- a. The Town employs Employee as Town Administrator. Employee shall perform the functions and duties of the office as provided by the Town Charter, Code of Ordinances, applicable law, and lawful policy direction of the Town Commission.
- b. Employee shall perform such additional duties and functions as the Town Commission may reasonably assign that are consistent with the position of Town Administrator.
- c. Employee shall devote the professional time and attention reasonably necessary to perform the duties of the position. The position is salaried and exempt from overtime, and the parties recognize that attendance outside normal business hours is regularly required.

SECTION 2. TERM; RENEWAL; EVALUATION

- a. This Agreement shall become effective October 1, 2026, and shall continue through September 30, 2029, unless earlier terminated under this Agreement. It shall automatically renew for successive one-year terms unless either party provides at least sixty (60) days written notice of nonrenewal before the end of the then-current term. Employee's continuous service date shall remain June 7, 2021, for purposes of longevity, leave eligibility, vesting, and any other benefit based upon length of service.
- b. Employee may resign upon sixty (60) days written notice to the Town Commission, unless the parties mutually agree to a shorter period.
- c. The Town Commission shall conduct a performance evaluation at least annually, at a time and in a manner mutually agreeable to the parties. The evaluation may include mutually established goals and priorities for the succeeding year.
- d. Employee serves at the pleasure of the Town Commission, subject to the compensation, benefits, separation provisions, and other protections expressly provided in this Agreement and applicable law.

SECTION 3. COMPENSATION

- a. Employee shall be placed in Grade 7, Step 3 of the Town's adopted FY 2026-2027 Pay Plan, with an annual base salary of \$79,738.47 effective October 1, 2026. If the Town Commission adopts a salary adjustment, cost-of-living adjustment, step adjustment, or revised pay plan applicable to the Town Administrator, Employee shall receive the adjustment on the same effective date authorized by the Commission unless the Commission expressly provides otherwise.
- b. Nothing in this Agreement prevents the Town Commission from approving additional salary adjustments based upon performance, market conditions, expanded responsibilities, or other lawful considerations. Any such adjustment shall be prospective and approved before the services for which it is paid are rendered.

SECTION 4. LEAVE AND EMPLOYEE BENEFITS

- a. Annual Leave. Employee shall receive one hundred four (104) hours of annual leave each year. The annual leave credit shall be deemed earned upon Employee's completion of each year of continuous

service and shall be credited in a lump sum on June 7, Employee's original employment anniversary date. Unused annual leave shall carry forward from year to year, subject only to any maximum accumulation expressly established by this Agreement. Upon separation from Town employment for any reason, Employee shall be paid one hundred percent (100%) of all accrued and unused annual leave standing to Employee's credit, up to 240 hours, calculated at Employee's regular base rate of pay in effect on the separation date.

b. Sick Leave. Employee shall receive one hundred four (104) hours of sick leave each year. The sick leave credit shall be deemed earned upon Employee's completion of each year of continuous service and shall be credited in a lump sum on June 7, Employee's original employment anniversary date. Unused sick leave shall carry forward from year to year. Upon separation from Town employment for any reason, Employee shall be paid fifty percent (50%) of all accrued and unused sick leave standing to Employee's credit, calculated at Employee's regular base rate of pay in effect on the separation date.

c. Other Benefits. Employee shall be entitled to health insurance, personal leave, holidays, longevity benefits, and other generally applicable employee benefits on the same basis as other eligible full-time Town employees, except where this Agreement expressly provides a greater or different benefit. The Town shall pay the employer share of health insurance authorized by the Town Commission.

d. Leave Administration. The annual and sick leave provisions in this Agreement are negotiated executive benefits and shall control over any inconsistent general personnel policy. Nothing in a subsequently adopted personnel policy shall reduce these contractual leave benefits unless this Agreement is amended in writing and approved by the Town Commission.

SECTION 5. RETIREMENT

a. Employee shall be eligible to participate in the Town's retirement programs in accordance with the governing plan documents.

b. In addition to Employee's salary, the Town shall make an employer contribution equal to ten percent (10%) of Employee's base salary to the Town's Florida Municipal Pension Trust Fund 401(a) Defined Contribution Plan administered by the Florida League of Cities, or to the successor governmental defined-contribution plan designated by the Town, each payroll period. The contribution shall be subject to the applicable plan document, Adoption Agreement, Internal Revenue Code limits, and any governing-body action required to authorize the contribution. If the existing plan documents do not permit the contribution as written, the Town and Employee shall cooperate in good faith to implement the closest lawful equivalent approved by the Town Commission.

c. Employee may also participate in any Town-sponsored 457(b) deferred compensation plan or other voluntary retirement program for which Employee is eligible, subject to the terms of the applicable plan.

SECTION 6. PROFESSIONAL DEVELOPMENT; BUSINESS EXPENSES; CIVIC PARTICIPATION

a. Subject to annual budget appropriations, the Town shall pay reasonable costs for Employee's professional development, conferences, memberships, and certifications related to municipal administration, including organizations such as the Florida League of Cities, ICMA, FCCMA, and other organizations beneficial to the Town.

b. The Town shall reimburse reasonable and necessary travel, lodging, subsistence, and other business expenses incurred in the performance of Employee's official duties in accordance with applicable Town policy and Florida law.

c. Subject to budget appropriation, the Town may pay reasonable dues for civic organizations when participation advances community relations or the performance of Employee's official duties.

SECTION 7. TERMINATION; SEVERANCE; ACCRUED LEAVE

a. The Town Commission may terminate Employee at any time in accordance with the Town Charter and applicable law.

- b. If the Town terminates Employee for a reason other than misconduct as defined by section 443.036, Florida Statutes, the Town shall provide severance pay equal to twenty (20) weeks of Employee's then-current base compensation, subject to section 215.425, Florida Statutes. No severance pay shall be due if Employee is terminated for misconduct as defined by applicable Florida law.
- c. Nonrenewal by the Town, if timely notice is provided under Section 2, shall not constitute a termination triggering severance unless the Town relieves Employee of duties before the end of the contract term without misconduct. The parties may revise this provision by written amendment approved by the Town Commission.
- d. Payment for earned and accrued annual and sick leave under Section 4 shall be made upon separation independently of severance and shall not be treated as severance to the extent provided by Florida law.

SECTION 8. INDEMNIFICATION AND LEGAL DEFENSE

To the fullest extent permitted by Florida law, the Town shall provide a legal defense and indemnification for Employee for claims, demands, or legal actions arising from acts or omissions within the course and scope of Employee's official duties. This provision does not extend to conduct for which indemnification is prohibited by law, including conduct outside the course and scope of employment or conduct committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

SECTION 9. BONDS

The Town shall pay the cost of any fidelity, public-official, or other bond required for Employee by law, ordinance, policy, or the Town Commission.

SECTION 10. OTHER TERMS AND CONDITIONS

- a. Except as expressly modified by this Agreement, Employee remains subject to generally applicable Town personnel policies that are not inconsistent with the Town Charter, applicable law, or this Agreement. In the event of a conflict between this Agreement and the Town's Personnel Policy, Pay Plan, or other administrative policy concerning Employee's compensation, benefits, leave, termination, or other terms expressly addressed herein, this Agreement shall control to the extent legally permissible.
- b. This Agreement constitutes the entire agreement between the parties concerning Employee's employment and, effective October 1, 2026, supersedes and replaces the Professional Services Agreement originally effective June 7, 2021, and any extensions, renewals, or understandings arising from that agreement. Nothing in this Agreement shall be construed to interrupt Employee's continuous service with the Town beginning June 7, 2021. Any amendment must be in writing and approved by the Town Commission.
- c. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect.
- d. No provision of this Agreement shall be construed to require payment of compensation prohibited by section 215.425, Florida Statutes, or any other applicable law.

SECTION 11. NOTICES

Written notices required under this Agreement shall be delivered personally, by recognized overnight delivery service, or by certified U.S. mail to the Town at Town Hall, 706 NE Chokolka Boulevard, Micanopy, Florida 32667, and to Employee at the most recent mailing address maintained in the Town's personnel records. Notice is effective upon delivery or documented refusal of delivery.

SECTION 12. EFFECTIVE DATE AND APPROVAL

This Agreement shall be effective October 1, 2026, provided it has been approved by the Town Commission and executed by the parties. If executed after October 1, 2026, the parties shall consult with the Town Attorney regarding the lawful effective date before execution. The Town Attorney may make non-

substantive corrections necessary for form, statutory citations, or consistency, provided no material compensation or benefit term is changed without Commission approval.

TOWN OF MICANOPY, FLORIDA

EMPLOYEE

By: _____

By: _____

Mayor

Sara Samario, Town Administrator

Date: _____

Date: _____

ATTEST: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: _____

Town

Attorney



Town of _____
Micanopy
 _____ Florida

Agenda Item: Monthly Financial Report – August 2026

Background/Summary:

Attached is the Town's financial report for the period ending August 31, 2026, representing eleven months, or approximately 92%, of the fiscal year.

General Fund revenues totaled approximately \$1.73 million, while expenditures totaled approximately \$1.81 million, resulting in expenditures exceeding revenues by approximately \$75,000. The deficit continues to be largely attributable to unbudgeted land-use legal expenses, including costs associated with the MACS litigation. General Fund tax revenues remain strong overall and have reached approximately 100% of the annual budget.

The Solid Waste Fund reported revenues of approximately \$105,000 and expenditures of approximately \$92,000, resulting in a year-to-date surplus of approximately \$13,000.

The Water Fund reported revenues of approximately \$419,000 and expenditures of approximately \$392,000, resulting in year-to-date net income of approximately \$28,000. Much of the Water Fund's annual budget relates to capital projects that remain underway or have not yet commenced.

Staff will continue monitoring year-end revenues and expenditures as the Town approaches the close of the fiscal year.

Staff Recommendation:

Staff recommends that the Town Commission accept the Monthly Financial Report for the period ending August 31, 2026.

Recommended Motion:

Move to accept the Monthly Financial Report for the period ending August 31, 2026.

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

Town of Micanopy, Florida

General Fund

For period ending August 31, 2026

	Actual	Budget	Balance	% Received
	2026			
<u>Revenues</u>				
Taxes				
Ad Valorem	\$250,412	\$253,813	\$3,401	99%
Fuel Taxes				
Fuel Tax - First Local	\$32,123	\$30,000	-\$2,123	107%
Fuel Tax - Second Local	\$23,218	\$20,000	-\$3,218	116%
Half-cent sales tax	\$36,710	\$40,000	\$3,290	92%
Franchise fees				
Electricity - Duke Energy	\$45,882	\$50,000	\$4,118	92%
Utility Service taxes				
Electricity - Duke Energy	\$64,506	\$60,000	-\$4,506	108%
Propane	\$2,070	\$3,000	\$930	69%
Communications	\$32,256	\$30,000	-\$2,256	108%
Total Taxes	\$487,177	\$486,813	-\$364	
Licenses and permits				
Occupational - Businesses	\$1,720	\$800	-\$920	215%
Occupational License - Landlord	\$440	\$500	\$60	88%
Occupational License - Insur Co	\$40	\$500	\$460	8%
Permits - Zoning Compliance	\$2,275	\$1,500	-\$775	152%
Permits - Special Events	\$100	\$500	\$400	20%
Land Use	\$650	\$50	-\$600	1300%
Total Licenses/permits	\$5,225	\$3,850	-\$1,375	
Intergovernmental				
Wild Spaces Public Places	\$42,788	\$44,000	\$1,212	97%
Other Infrastructure Surtax	\$42,788	\$44,000	\$1,212	97%
Fines - Civil Traffic	\$14,750	\$14,000	-\$750	105%
Mobile Home Licenses	\$288	\$300	\$12	96%
Alcoholic Beverage Licenses	\$489	\$1,000	\$511	49%
Traffic Signal Maintenance	\$1,005	\$1,050	\$45	96%
Highway Lighting	\$5,218	\$5,100	-\$118	102%
State Shared revenues	\$27,531	\$24,000	-\$3,531	115%
Total Intergovernmental	\$134,857	\$133,450	-\$1,407	

Town of Micanopy, Florida

For period ending August 31, 2026

	Actual	Budget	Balance	
		<u>2026</u>		
Other				
Interest	\$48,258	\$65,000	\$16,742	74%
Rents	\$1,091	\$4,050	\$2,959	27%
Misc Revenue	\$1,063	\$1,000	-\$63	106%
Other Reimbursements	\$613	\$1,000	\$387	61%
Prior Year WSPP Restricted	\$0	\$30,000	\$30,000	0%
Prior Year Restricted	\$39,248	\$42,798	\$3,550	
CDBG-CV Grant	\$849,953	\$2,934,000	\$2,084,047	29%
Grants	\$162,230	\$300,000	\$137,770	54%
Opioid Settlement	\$1,142	\$0	-\$1,142	
Insurance Reimbursements	\$0	\$0	\$0	
Community Garden	\$3,677	\$0	-\$3,677	
Total Other	\$1,107,275	\$3,377,848	\$2,270,573	
Charges for Services				
Transfer in				
Water	\$0	\$1,500	\$1,500	
Total Other Financing source	\$0	\$1,500	\$0	
Total Revenues/Other	\$1,734,534	\$4,003,461	\$2,267,427	

Town of Micanopy, Florida

For period ending August 31, 2026

	Actual	Budget	Balance	
		<u>2026</u>		
<u>Expenditures</u>				
<u>Town Commission</u>				
Personnel Services				
Salaries	\$31,200	\$33,600	\$2,400	93%
FICA	\$1,934	\$2,083	\$149	93%
Medicare	\$452	\$487	\$35	93%
Other Post Employment Benefits	\$2,587	\$2,650	\$63	98%
Total Salaries and Benefits	\$36,174	\$38,820	\$2,647	
Operating Expenses				
Professional Development	\$4,840	\$5,500	\$660	88%
Capital Outlay	\$0	\$0	\$0	
Total Operating Expenses	\$4,840	\$5,500	\$660	
Total Town Commission	\$41,014	\$44,320	\$3,307	

Town of Micanopy, Florida

For period ending August 31, 2026

	Actual	Budget	Balance	
		2026		
<u>Town Administrator / Clerk</u>				
Personnel Services				
Salaries	\$80,727	\$100,658	\$19,931	80%
Overtime	\$3,392	\$2,500	-\$892	136%
Health Insurance	\$12,797	\$14,850	\$2,053	86%
FICA	\$5,215	\$6,396	\$1,181	82%
Medicare	\$1,220	\$1,496	\$276	82%
Professional Development	\$1,070	\$2,500	\$1,430	43%
Total Salaries and Benefits	\$104,421	\$128,400	\$23,979	
Operating expenses				
Workers Comp	\$1,000	\$1,000	\$0	100%
Office Supplies	\$5,160	\$1,500	-\$3,660	344%
Dues and Publications	\$1,137	\$1,500	\$363	76%
Capital Outlay	\$0	\$0	\$0	
Total Operating Expenses	\$7,297	\$4,000	-\$3,297	
Total Town Administrator	\$111,718	\$132,400	\$20,682	

Town of Micanopy, Florida

For period ending August 31, 2026

	Actual	Budget	Balance	
	<u>2026</u>			
<u>General Government Operating</u>				
Operations				
Insurance - Liability	\$4,387	\$4,387	\$0	100%
Insurance - Property	\$18,607	\$18,607	\$0	100%
Office Equipment Maintenance	\$451	\$4,000	\$3,549	11%
Building Maintenance	\$8,094	\$5,000	-\$3,094	162%
Utilities				
Electric - Town Hall	\$8,769	\$12,000	\$3,231	73%
Electric - Museum	\$721	\$1,200	\$479	60%
Electric - Archive	\$2,003	\$1,800	-\$203	111%
Electric - Cemetery	\$293	\$550	\$257	53%
Electric - Fire Station	\$2,667	\$5,000	\$2,333	53%
Telephone - Town Hall	\$2,133	\$2,200	\$67	97%
Internet	\$2,150	\$2,600	\$450	83%
Operating Supplies	\$7,316	\$6,500	-\$816	113%
Office Supplies	\$3,837	\$5,000	\$1,163	77%
Postage	\$398	\$500	\$102	80%
Elevator Service	\$4,166	\$2,500	-\$1,666	167%
Janitorial Supplies	\$254	\$300	\$46	85%
Pest & Termite Control	\$3,661	\$3,500	-\$161	105%
Contracted Services	\$35,366	\$12,500	-\$22,866	283%
Professional Services				
IT	\$7,310	\$8,500	\$1,190	86%
Auditor	\$10,000	\$10,000	\$0	100%
Engineering / Surveying	\$0	\$3,000	\$3,000	0%
Janitorial	\$7,300	\$6,600	-\$700	111%
Dues and Publications	\$1,177	\$1,200	\$23	98%
Promotional	\$1,319	\$3,000	\$1,681	44%
Capital Outlay - Other Infrastructure	\$6,946	\$50,000	\$43,054	14%
CDBG-CV Grant	\$855,583	\$2,925,500	\$2,069,917	29%
Grant - Vulnerability Assessment	\$119,930	\$0	-\$119,930	
General Govt Operations	\$1,114,838	\$3,095,944	\$1,981,106	

Town of Micanopy, Florida

For period ending August 31, 2026

	Actual	Budget	Balance	
	<u>2026</u>			
<u>Legal</u>				
Contractual- City Attorney	\$30,900	\$38,000	\$7,100	81%
Contractual- Land Use	\$93,066	\$0	-\$93,066	
Advertisement	\$767	\$4,000	\$3,233	19%
Total Legal	\$124,733	\$42,000	-\$82,733	
<u>Land Development Planning</u>				
Contractual - Planning Services	\$25,023	\$7,000	-\$18,023	357%
Advertisement	\$0	\$1,500	\$1,500	0%
Total and Development Planning	\$25,023	\$8,500	-\$16,523	
<u>Elections</u>				
Expenses	\$252	\$3,500	\$3,248	
Advertising	\$0	\$100	\$100	
Postage	\$0	\$50	\$50	
Total Elections	\$252	\$3,650	\$3,398	
Total General Government	\$1,417,578	\$3,326,814	\$1,909,236	
<u>Public Works</u>				
<u>Personnel Services</u>				
Salaries	\$34,304	\$33,313	-\$991	103%
Health Insurance	\$9,564	\$11,000	\$1,436	87%
Overtime	\$1,369	\$2,500	\$1,131	55%
Part-Time	\$39,380	\$61,737	\$22,357	64%
FICA	\$4,653	\$6,048	\$1,395	77%
Medicare	\$1,088	\$1,414	\$326	77%
Retirement	\$0	\$0	\$0	
Uniforms	\$647	\$300	-\$347	
Total Salaries and Benefits	\$91,006	\$116,312	\$25,306	78%

Town of Micanopy, Florida

For period ending August 31, 2026

	Actual	Budget	Balance	
	<u>2026</u>			
Operating expenses				
Street Lights	\$13,490	\$21,208	\$7,718	64%
Insurance - Auto	\$4,996	\$4,996	\$0	100%
Insurance - Liability	\$397	\$397	\$0	100%
Insurance - Property	\$3,064	\$3,064	\$0	100%
Workmans Comp	\$4,897	\$5,500	\$603	89%
School Signal Maintenance	\$1,608	\$675	-\$933	238%
Repairs and Maint- Equip	\$662	\$1,800	\$1,138	37%
Operating Supplies	\$8,726	\$10,000	\$1,274	87%
Uniforms	\$647	\$300	-\$347	216%
Professional Development	\$0	\$500	\$500	
Vehicle Repair / Maintenance	\$78	\$750	\$672	10%
Fuel	\$5,221	\$5,500	\$279	95%
Street Maintenance	\$4,274	\$5,000	\$726	85%
Tree Removal	\$2,400	\$7,500	\$5,100	32%
Contract Services	\$0	\$7,500	\$7,500	0%
Capital Outlay	\$62,748	\$42,000	-\$20,748	149%
Total Operating Supplies	\$113,208	\$116,690	\$3,482	
Total Public Works	\$204,214	\$233,002	\$28,788	
<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 August 31, 2026

	Actual	Budget	Balance	
	<u>2026</u>			
<u>Parks</u>				
Operating expenses				
Utilities - parks	\$8,492	\$9,350	\$858	91%
Insurance - Property	\$3,290	\$2,245	-\$1,045	147%
Maintenance & Repairs	\$3,424	\$2,200	-\$1,224	156%
Operating Supplies	\$6,352	\$4,000	-\$2,352	159%
Tree City	\$0	\$600	\$600	0%
Special Events - Independence Day	\$8,077	\$7,500	-\$577	108%
Special Event - Light up Micanopy	\$858	\$1,500	\$642	57%
Special Event -Halloween	\$0	\$500	\$500	0%
Special Event - Other Events	\$23	\$750	\$727	3%
Community Garden	\$3,648	\$0	-\$3,648	
Wild Spaces Public Places	\$16,169	\$0	-\$16,169	
Capital Outlay - WSPP	\$2,476	\$280,000	\$277,524	1%
Total Parks	\$52,809	\$308,645	\$255,836	
 Total Expenditures	 \$1,809,600	 \$4,003,461	 \$2,193,861	
 Net Revenue Over Expenses	 (\$75,066)	 (\$0)	 \$73,566	

Town of Micanopy, Florida

Solid Waste Fund

For period ending August 31, 2026

	Actual	Budget	Balance	
		2026		
<u>Revenues</u>				
Charges				
Solid Waste Charges	\$105,252	\$121,303	\$16,051	87%
Total Charges	\$105,252	\$121,303	\$16,051	
Total Revenues	\$105,252	\$121,303	\$16,051	
<u>Expenditures</u>				
Contractual Services - Residential	\$53,242	\$66,900	\$13,658	80%
Contractual Services - Commercial	\$39,212	\$48,253	\$9,041	81%
Operating Supplies	\$0	\$150	\$150	0%
Transfer to Water Fund	\$0	\$6,000	\$6,000	0%
Total Expenditures	\$92,454	\$121,303	\$28,849	
Net Revenue Over Expenses	\$12,798	\$0	-\$12,798	

Town of Micanopy, Florida

Water Fund

For period ending August 31, 2026

	Actual	Budget	Balance	
		2026		
<u>Revenues</u>				
Operating Income				
Charges				
Water Use	\$186,640	\$209,470	\$22,830	89%
Service Charge	\$5,514	\$8,000	\$2,486	69%
Backflow Testing	\$0	\$4,500		
New Connection	\$5,500	\$0	-\$5,500	
Interest	\$8,167	\$8,000	-\$167	102%
Total Charges	\$205,821	\$229,970	\$19,649	
Other				
Transfer from Solid Waste	\$0	\$6,000	\$6,000	0%
SRF Grant / Loan - Planning & Design	\$106,763	\$177,500	\$70,737	60%
SRF Grant / Loan - construction	\$106,763	\$1,442,700	\$1,335,937	7%
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	\$213,526	\$2,948,742	\$2,735,216	
Total Revenues	\$419,347	\$3,178,712	\$2,754,865	

Expenditures

Personnel Services

Salaries - Operation	\$84,897	\$98,937	\$14,040	86%
Overtime	\$4,973	\$5,000	\$27	99%
Health Insurance	\$10,066	\$13,200	\$3,134	76%
FICA	\$5,572	\$6,444	\$872	86%
Medicare	\$1,303	\$1,507	\$204	86%
Retirement	\$1,800	\$1,950	\$150	92%
Workers Comp	\$2,000	\$2,000	\$0	100%
Total personnel Services	\$110,611	\$129,038	\$18,427	

Operating Expenses

Contractual Services

Water Operator	\$10,645	\$12,000	\$1,355	89%
Audit	\$4,000	\$7,500	\$3,500	53%
Annual Service Contract	\$12,011	\$12,500	\$489	96%
Backflow Prevention	\$6,150	\$4,500	-\$1,650	137%
Billing Software	\$4,540	\$3,200	-\$1,340	142%
Professional Development	\$0	\$2,000	\$2,000	0%
Uniforms	\$545	\$0	-\$545	
Postage	\$2,600	\$2,500	-\$100	104%
Utilities - Electricity	\$2,809	\$7,200	\$4,391	39%
Utilities - Communication Line	\$693	\$750	\$57	92%

Town of Micanopy, Florida

For period ending August 31, 2026

	Actual	Budget	Balance	
		2026		
Insurance				
Liability	\$4,387	\$4,387	\$0	100%
Property	\$5,017	\$5,017	\$0	100%
Maintenance				
Building	\$1,603	\$1,000	-\$603	160%
Equipment	\$131	\$2,500	\$2,369	5%
Water Testing	\$3,730	\$5,500	\$1,770	68%
Water Line Repairs	\$0	\$2,000	\$2,000	0%
Operating Supplies	\$4,223	\$1,500	-\$2,723	282%
Office Supplies	\$0	\$750	\$750	0%
Chemicals	\$4,215	\$7,000	\$2,785	60%
Dues	\$281	\$1,500	\$1,219	19%
Total Operating Expense	\$67,580	\$83,304	\$15,724	
Total Personnel and Operating	\$178,191	\$212,342	\$31,448	
Other				
Capital	\$0	\$5,000	\$5,000	0%
Capital Improvement - Planning & Design	\$213,526	\$742,600	\$529,074	29%
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	\$213,526	\$2,841,800	\$2,628,274	
Total Water Fund Expenses	\$391,717	\$3,054,142	\$2,659,722	
Net income/ (loss)	\$27,630	\$124,570	\$95,143	



Town of _____
Micanopy

 Florida

TOWN ADMINISTRATOR REPORT

Informational Item – No Commission Action Required

Community Resource Center

Construction of the Community Resource Center continues to make significant progress, and the project remains on track for completion by the end of the calendar year.

Interior painting is currently underway, and the exterior brick work was completed on Friday. Ductwork has been completed, the ceiling grid is scheduled for installation Thursday, and cabinetry is expected to be installed within the next two weeks. Parking area infrastructure has also been installed and the site graded, with paving anticipated to begin next week.

The Town continues to work closely with the Florida Department of Commerce regarding the project timeline. Commerce is currently processing the Town's formal extension through **December 31, 2026**. The Town has not yet received the extension documents for execution but expects them shortly. Staff meets regularly with Commerce regarding project progress, and both parties are aware of and working toward the December 31 extension.

CDBG-CV Grant Reimbursement and Cash Flow

Historically, the Town has utilized advance payment for major grant expenditures, which allowed grant funds to be received before significant project invoices were paid. Recent legislative changes now require municipalities located outside fiscally constrained counties to operate on a reimbursement basis. As a result, the Town must first pay CDBG-CV project expenses and then request reimbursement from Commerce after verification that payment has been made.

The Town has requested an exception that would allow the CDBG-CV project to continue utilizing advance payment; however, Commerce has not yet provided a decision on that request.

In the meantime, I have contacted the Town's local bank to explore a line of credit as a potential short-term financing option. The intent would be to provide sufficient cash flow

706 NE Chulokka Blvd.

PO Box 137, Micanopy, FL 32667-0137

(352) 466-3121 Town Hall

(352) 466-4912 Fax

townhall@micanopytown.com

for grant expenditures without unnecessarily drawing down the Town's reserves while awaiting reimbursement from Commerce. I have not yet received a response regarding the availability or terms of a line of credit.

At this time, **no Commission action is requested.** I will continue to monitor both the advance-payment exception and the line-of-credit option and will bring the matter back to the Commission if formal action becomes necessary.



Town of _____
Micanopy

 Florida

Legislative Appropriation – Comprehensive Plan Update

The Town was awarded an **\$85,000 legislative appropriation** through the Florida Department of Commerce to undertake a comprehensive update of the Town's Comprehensive Plan. This project provides the Town with an opportunity to conduct a complete review of the existing plan, update supporting data and analysis, and prepare amendments necessary to bring the plan current with statutory requirements and the Town's long-term planning needs.

The Town's contracted planning consultants, **EDA Consultants**, have developed a proposed scope of work for the project. The planning portion totals **\$75,000** and is divided into three primary tasks: project kickoff and public outreach; comprehensive plan data and analysis; and preparation of proposed Comprehensive Plan amendments. The process will also include public participation and presentations to the Planning and Historic Preservation Board and Town Commission.

An important component of the project will be updating the Town's planning horizons to **2027–2037 and 2027–2047**, along with reviewing the data, policies, maps, and other supporting materials associated with the Comprehensive Plan.

Clay Sweger and Adam Hall with EDA Consultants will be in attendance to provide the Commission with an update on the project, anticipated timeline, scope of work, and next steps.

Staff Recommendation:

Receive the update from EDA Consultants. This item is presented for informational purposes only; no Commission action is requested.

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



August 28, 2026

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

Via Email: SSamario@micanopytown.com

Re: Planning Services – Comprehensive Plan Amendments

Dear Ms. Samario:

We appreciate the opportunity to submit a proposal for professional planning services related to updating the Town of Micanopy's Comprehensive Plan. This project includes a complete review and analysis of Town's Comprehensive Plan to identify required revisions in accordance with State statute and best practices.

The review will also include meeting(s) with Town administration to identify opportunities for revisions that will balance need for development and redevelopment and environmental and historic assets within the Town. Appropriate data will be collected and analyzed and appropriate mapping completed to provide context for revisions to the Goals, Objectives, and Policies. A public outreach session will be conducted to provide opportunities for citizens to identify community priorities that will be addressed in the revisions to the Comprehensive Plan. Draft revisions will be presented to Town administration for review, comment, and modification before presenting to the Planning and Historic Preservation Board and the Town Commission for their preliminary review.

The following outlines our scope of services and fees.

Planning Services

Task 1 - Project Kick-off Meeting and Public Outreach

- Conduct a project kick-off meeting with Town of Micanopy staff (including any project consultant(s)) to present the purpose and general scope of the grant project; and (2) discuss the potential timeline and parameters for completing the grant project. A list of meeting attendees and written general summary of the discussion shall be submitted.
- Prepare a written project timeline that identifies project actions to implement and complete the grant project. The project timeline shall be based on the results of the project kick-off meeting and any other pertinent information.
- Conduct a public outreach meeting to identify any concerns or priorities for the Town to consider while collecting the data and completing the analysis and draft revisions to its Comprehensive Plan. A copy of the notice provided, a meeting sign in sheet, meeting agenda, and any presentation provided will be submitted.

Task 2 - Comprehensive Plan Data and Analysis

- Prepare a written “Data and Analysis Report” that includes changes/updates to the data and analysis of each element of Town of Micanopy’s Comprehensive Plan based on the following:
 - (1) The requirements of Sections 163.3177, Florida Statutes (F.S.);
 - (2) The elements of the Comprehensive Plan shall be coordinated and consistent, and supported with relevant and appropriate data and analysis;
 - (3) Any available evaluation of the Town of Micanopy’s currently adopted Comprehensive Plan that the Town may have conducted prior to the grant project or any other pertinent study of the Town’s physical or environmental characteristics;
 - (4) The need to establish updated 10-year and 20-year planning periods to reflect 2027-2037 and 2027-2047 timeframes and the need to update the data and analysis of each element of the Comprehensive Plan to support the planning periods;
 - (5) Population estimates and projections consistent with the requirements of Sections 163.3177(1)(f)3., 163.3177(2), and 163.3177(6)(a)2., a. – e. & h. – j., F.S.;
 - (6) Public facilities planning for transportation, potable water, sanitary sewer, solid waste, stormwater management and recreation facilities consistent with the requirements of Sections 163.3177(6)(b), (c) and (e), F.S.;
 - (7) Future land use element data and analysis consistent with the requirements of Section 163.3177(6)(a)2., F.S.;
 - (8) Housing element data and analysis consistent with the requirements of Section 163.3177(6)(f)2., F.S.;
 - (9) Conservation element data and analysis consistent with the requirements of Section 163.3177(6)(d), F.S.; and
 - (10) Capital improvements element data and analysis consistent with the requirements of Section 163.3177(3), F.S.
- The data and analysis shall also include any required Future Land Use Map or Map Series maps needed to meet statutory requirements.
- Present the Data and Analysis Report at up to two (2) public meetings before the Local Planning Agency and Town Commission at advertised meetings. These meetings may be held jointly or separately, Copies of the public notice, agenda, presentation material, and written summary of input provided by either the Commission, LPA, or public shall be provided. A written report summarizing the revisions made based on the public meetings shall be provided or a document stating that no revisions were made based on the public meetings.

Task 3 - Proposed Comprehensive Plan Amendments

- Prepare draft proposed Plan Amendments to the adopted portion of the Town of Micanopy Comprehensive Plan that identify recommended amendments to reflect the proposed updated planning periods, including the following information:
 - (1) Amendment to the title page of the Comprehensive Plan to identify the updated planning periods;
 - (2) Amendment to the Future Land Use Element to include an introductory statement that identifies the updated planning periods;

- (3) Amendments to the Future Land Use Map series and Future Transportation Map series to depict the updated planning periods; and
 - (4) Amendments to update any reference to planning period years in any currently adopted goals, objectives, policies, maps, tables and figures of each plan element.
- The draft proposed Plan Amendments shall include the verbatim language of each recommended amendment to the adopted portion of the Comprehensive Plan in strike-through and underline format. Grantee shall prepare relevant and appropriate data and analysis based on professionally accepted sources to support the draft proposed Plan Amendments.
 - Present the proposed revisions to the Comprehensive Plan at up to two (2) public meetings before the Local Planning Agency and Town Commission at advertised meetings. These meetings may be held jointly or separately, but there will be at least two (2) opportunities for the public to attend and comment on the proposed revisions to the Town's Comprehensive Plan. Copies of the public notice, agenda, presentation material, and written summary of input provided by either the Commission, LPA, or public shall be provided. A written report summarizing the revisions made based on the public meetings shall be provided or a document stating that no revisions were made based on the public meetings.

Note: The tasks described above do not include Grant Administration and coordination with Florida Commerce.

Fees

Planning Services

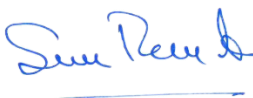
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|---|-------------|
| • Task 1 - Project Kick-off Meeting and Public Outreach | \$ 5,000.00 |
| • Task 2 - Comprehensive Plan Data and Analysis | \$40,000.00 |
| • Task 3 - Proposed Comprehensive Plan Amendments | \$30,000.00 |

Invoicing will be done based on completion of each task. Invoicing will be billed hourly based on actual time worked, not to exceed the total indicated above.

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

If you have any questions, please feel free to contact our office.

Sincerely,



Sergio Reyes, PE
President

Client Contract

CONSULTANT:

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

CLIENT:

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

Client requests and authorizes CONSULTANT to perform the following services:

SCOPE: per proposal dated August 28, 2026 for Planning Services – Comprehensive Plan Amendments

COMPENSATION by CLIENT to CONSULTANT will be:

SERVICE	COST		INITIAL FOR APPROVAL
Task 1 - Project Kick-off Meeting and Public Outreach	\$5,000.00		
Task 2 - Comprehensive Plan Data and Analysis	\$40,000.00		
Task 3 - Proposed Comprehensive Plan Amendments	\$30,000.00		
TOTAL	\$75,000.00		

Other Terms: Invoicing will be done based on completion of each task. Invoicing will be billed hourly based on actual time worked, not to exceed the total indicated above.

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

PROVISIONS

1. Authorization to Proceed. Execution of the AGREEMENT by CLIENT will be authorization for CONSULTANT to proceed with the work.

2. Per Diem Rates. CONSULTANT'S Per Diem Rates, when stated as basis of compensation, are those hourly rates charged for work performed on the PROJECT by CONSULTANT'S employees for the indicated classification. These rates are subject to adjustments upon 60-day notice and include all allowances for salary, overhead and fees, but do not include allowances for Direct Expenses.

3.1 Cost Opinions. Any cost opinions or other PROJECT economic evaluations provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT can in no way warrant that bids, construction costs, or other project economics will not differ from the cost opinions or other PROJECT economic evaluation provided.

3.2 The CLIENT agrees that CONSULTANT has given no guarantees regarding the outcome or resolution of this engagement. Specifically, as it relates to land use/zoning or other development approval(s), the CLIENT agrees that CONSULTANT has not and cannot guarantee that the applications will be approved, or approved with conditions acceptable to the CLIENT, since the government approval process necessarily involves review of the applications in the legislative and political process, which carries with it a high degree of discretion, risk, and uncertainty. The CLIENT also agrees that the approval process requires the professional judgment of CONSULTANT, in consultation with other professional consultants and the CLIENT, none of whom can control the behavior of public officials or guarantee the outcome of a public body's vote on an application.

3.3 To the extent that actions or inactions by the government require additional services beyond those estimated in the scope of work and Compensation sections of this Agreement, CONSULTANT will be entitled to payment by CLIENT for those services upon presentation of the invoice.

3.4 Notwithstanding anything to the contrary, the Parties acknowledge that CONSULTANT is and shall remain the exclusive owner of all ACAD files (the "Files") produced in connection with this Agreement. Copies of the Files will not be submitted or provided to CLIENT or CLIENT's agents or contractors.

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

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

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

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

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

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

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

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

the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

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

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

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

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

APPROVED FOR **CLIENT**

ACCEPTED BY **eda**

BY _____

BY _____

Print Name & Title

Sergio Reyes, PE - President

Date: _____

Date: _____



Town of _____

Micanopy

Florida

Item # 15.

TOWN OF MICANOPY AGENDA CORRESPONDENCE

Agenda Item: Proposed Personnel Policy and Employee Handbook

Prepared By: Town Administrator

Meeting Date: September 8, 2026

Summary

The proposed Personnel Policy and Employee Handbook provides an updated and comprehensive framework for administering the Town's personnel system. The policy establishes clear and consistent guidance regarding employment practices, compensation, employee benefits and leave, workplace conduct, technology use, safety, corrective action, separation from employment, and employee concerns.

If approved, the updated Personnel Policy and Employee Handbook will become effective October 1, 2026.

Fiscal Impact

The proposed policy generally formalizes existing employee benefits and personnel practices. Any compensation or benefit adjustments remain subject to available funding and approval through the Town's annual budget or other action of the Town Commission.

Staff Recommendation

Staff recommends approval of the proposed Personnel Policy and Employee Handbook, effective October 1, 2026.

Recommended Motion

Motion to approve the proposed Town of Micanopy Personnel Policy and Employee Handbook, effective October 1, 2026, and authorize the Town Administrator to implement the policy.

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



TOWN OF MICANOPY, FLORIDA

PERSONNEL POLICY AND EMPLOYEE HANDBOOK

Effective Date: October 1, 2026

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Welcome

Public service is both a privilege and a responsibility. Every employee of the Town of Micanopy contributes to preserving the character of one of Florida's oldest and most historic communities while providing dependable, professional, and courteous service to our residents, businesses, and visitors.

The Town of Micanopy is committed to maintaining a workplace founded on integrity, accountability, professionalism, teamwork, and mutual respect. As stewards of public resources, employees play an essential role in earning and maintaining the confidence of the citizens we serve through ethical conduct, sound judgment, and responsive service.

This Personnel Policy and Employee Handbook establishes the employment policies adopted by the Town Commission and the administrative practices that guide the Town's daily operations. These policies are intended to promote consistency, fairness, professionalism, and compliance with applicable federal and state laws while providing the flexibility necessary to efficiently manage a small municipal organization.

While this handbook provides guidance for most employment situations, it cannot anticipate every circumstance that may arise. Employees are encouraged to communicate openly with their supervisor or the Town Administrator whenever questions arise regarding employment policies, workplace expectations, or the performance of their duties.



Thank you for your commitment to serving the Town of Micanopy and the community we are privileged to represent.

Mission Statement

The mission of the Town of Micanopy is to provide responsive, fiscally responsible, and professional municipal services while preserving the Town's historic character, protecting its natural resources, and enhancing the quality of life for our residents, businesses, and visitors.

Guiding Principles and Core Values

The Town of Micanopy is guided by the principles of public service, integrity, stewardship, respect, and excellence. These values define how we serve our community, interact with one another, and carry out the responsibilities entrusted to us.

Public Service

We recognize that our first responsibility is to serve the public with professionalism, courtesy, responsiveness, fairness, and respect.

Integrity

We conduct ourselves honestly, ethically, and transparently in a manner that earns and maintains the public's trust.

Stewardship

We responsibly manage the public funds, equipment, facilities, records, and natural resources entrusted to our care, recognizing our obligation to use public resources wisely and efficiently.

Respect

We value teamwork, open communication, accountability, diversity of thought, and the dignity of every employee and every member of the public. We foster a workplace built on collaboration, professionalism, and mutual respect.

Excellence



We continually strive to improve the quality, efficiency, and effectiveness of the municipal services we provide through innovation, accountability, and continuous improvement.

ARTICLE I

ADMINISTRATION OF THE PERSONNEL SYSTEM

Section 1.01 Purpose

The purpose of this Personnel Policy and Employee Handbook ("Handbook") is to establish uniform employment policies, personnel practices, and administrative procedures governing the employment relationship between the Town of Micanopy ("Town") and its employees.

The objectives of this Handbook are to:

- A. Promote consistent and equitable personnel administration.
 - B. Recruit, develop, and retain qualified employees dedicated to public service.
 - C. Establish clear expectations regarding employee conduct, performance, and accountability.
 - D. Provide employees with information regarding compensation, benefits, leave, and other employment practices.
 - E. Ensure compliance with applicable federal and state employment laws.
 - F. Preserve the flexibility necessary for the efficient administration of municipal government.
-

Section 1.02 Scope

This Handbook applies to all employees of the Town of Micanopy unless specifically excluded by the Town Charter, applicable law, or written employment agreement approved by the Town Commission.

This Handbook does not apply to:

- Members of the Town Commission;
- The Town Administrator when serving under an individual employment agreement;
- The Town Attorney or Special Counsel retained by the Town;



- Independent contractors, consultants, volunteers, or other individuals who are not employees of the Town.
-

Section 1.03 Nature of Employment

Employment with the Town is governed by applicable federal and Florida law, the Town Charter, and policies adopted by the Town Commission.

This Handbook is intended solely as a statement of personnel policies and administrative practices. It does not constitute an employment contract, express or implied, nor does it create any contractual rights or guarantee continued employment.

The Town Commission retains the authority granted by the Town Charter to establish personnel policy and employee compensation. The Town Administrator is responsible for administering these policies and supervising the day-to-day operations of the Town.

Section 1.04 Equal Employment Opportunity

The Town is committed to providing equal employment opportunities in all aspects of employment.

Employment decisions shall be based upon qualifications, merit, experience, demonstrated ability, and the operational needs of the Town without regard to any characteristic protected by applicable federal or Florida law.

The Town prohibits discrimination, harassment, and retaliation in recruitment, hiring, promotion, compensation, training, discipline, termination, and all other terms and conditions of employment.

The Town will provide reasonable accommodation as required by applicable law.

Section 1.05 Management Rights

Except as otherwise provided by law, the Town Charter, or action of the Town Commission, the Town retains the exclusive right to manage its operations.

Management rights include, but are not limited to, the authority to:



- determine organizational structure;
- assign work and establish work schedules;
- direct employees in the performance of their duties;
- establish administrative procedures;
- determine staffing levels;
- hire, promote, transfer, discipline, and separate employees;
- establish performance expectations;
- determine methods and means of providing municipal services; and
- take actions necessary to protect public health, safety, and welfare during emergencies.

Nothing in this Handbook shall be interpreted to limit the lawful authority of the Town Commission or the Town Administrator.

ARTICLE II

EMPLOYMENT

Section 2.01. Employment Philosophy

The Town of Micanopy is committed to recruiting, selecting, and retaining qualified employees based upon merit, education, experience, demonstrated ability, character, and the needs of the organization.

Employment decisions shall be based upon the qualifications of the applicant, the requirements of the position, and the operational needs of the Town. The Town seeks to provide equal employment opportunities while maintaining a highly qualified and professional workforce dedicated to public service.

Section 2.02. Recruitment

When a vacancy occurs, the Town Administrator shall determine whether the position should be filled, reorganized, or remain vacant based upon operational needs and available funding. Vacancies may be advertised internally, externally, or both, as determined by the Town Administrator.

Section 2.03. Selection Process

Applicants shall be evaluated based upon the qualifications established for the position.



The selection process may include:

- application review
- interviews
- reference checks
- background investigations
- verification of education and certifications
- driver's license verification
- criminal history review when appropriate
- pre-employment drug testing when required by Town policy or law

The Town Administrator shall make hiring decisions unless otherwise provided by the Town Charter, employment agreement, or action of the Town Commission.

Section 2.04. Employment Classifications

For purposes of administration, employees shall be classified as follows:

Regular Full-Time Employee

An employee regularly scheduled to work forty (40) hours each workweek in an authorized position and eligible for benefits as provided by this handbook.

Regular Part-Time Employee

An employee regularly scheduled to work fewer than forty (40) hours each workweek. Eligibility for benefits shall be determined by Town policy and applicable law.

Temporary Employee

An employee hired for a specific project, seasonal assignment, emergency need, or limited duration.

Temporary employment does not create an expectation of continued employment.

Exempt Employee

An employee exempt from the overtime provisions of the Fair Labor Standards Act.

Non-Exempt Employee



An employee eligible for overtime compensation in accordance with the Fair Labor Standards Act.

Section 2.05. Introductory Period

All newly hired employees shall serve an introductory period of six (6) months.

The introductory period provides an opportunity for the employee to demonstrate the ability to perform the essential functions of the position while allowing the Town to evaluate the employee's overall suitability for continued employment.

Completion of the introductory period does not alter the employment relationship or guarantee continued employment.

The Town Administrator may extend an introductory period when additional time is needed to evaluate performance.

Section 2.06. Promotions

When practical, the Town encourages advancement opportunities for qualified employees.

Promotions shall be based upon:

- qualifications
- demonstrated performance
- work history
- leadership ability
- organizational needs
- successful completion of the selection process

Promotion is not based solely upon seniority.

Section 2.07. Transfers

The Town Administrator may transfer employees between positions or departments when such action serves the operational needs of the Town.

Transfers may be temporary or permanent.



Section 2.08. Reclassification

The Town Administrator may recommend reclassification of positions when job duties have substantially changed.

Position reclassifications shall be approved by the Town Commission when required through adoption or amendment of the Position Classification Plan or Pay Plan.

Section 2.09. Outside Employment

Employees may engage in outside employment provided such employment:

- does not interfere with Town duties;
- does not create an actual or apparent conflict of interest;
- does not impair the employee's availability for Town work;
- does not involve misuse of Town equipment, confidential information, or public position.

Employees shall notify the Town Administrator in writing before accepting outside employment.

The Town Administrator may approve, deny, or revoke approval if the outside employment becomes inconsistent with the interests of the Town.

Section 2.10. Employment of Relatives (Nepotism)

Employment practices shall comply with Section 112.3135, Florida Statutes, and any other applicable law governing nepotism.

No public official shall appoint, employ, promote, or advance a relative as prohibited by law.

ARTICLE III

HOURS OF WORK, COMPENSATION, AND PERFORMANCE

Section 3.01 Purpose



This Article establishes the Town's policies regarding work schedules, attendance, payroll administration, compensation, overtime, performance evaluations, and related employment practices. These policies are intended to ensure compliance with applicable federal and state laws while providing flexibility necessary to meet the operational needs of the Town.

Section 3.02 Workweek

The Town's standard administrative work week consists of forty (40) hours, Monday through Thursday.

Employees are expected to report for work as scheduled and remain at work during their assigned hours unless authorized leave has been approved.

The Town may modify work schedules when necessary to:

- provide public services;
 - accommodate seasonal or operational demands;
 - respond to emergencies;
 - attend meetings or training;
 - comply with legal requirements; or
 - otherwise meet the needs of the Town.
-

Section 3.03 Attendance and Punctuality

Reliable attendance is an essential function of every position.

Employees are expected to:

- report to work on time;
- be prepared to perform assigned duties;
- notify their supervisor as soon as practical when they are unable to report to work or expect to be late; and
- comply with established leave request procedures.

Excessive absenteeism, repeated tardiness, or failure to follow notification procedures may result in corrective action.



Section 3.04 Timekeeping

The Town shall maintain accurate records of employee work time in accordance with applicable law.

Employees shall not:

- falsify time records;
 - record time for another employee; or
 - knowingly permit inaccurate time records to be submitted.
-

Section 3.05 Meal and Rest Periods

Meal periods are unpaid unless an employee is required to remain actively engaged in work responsibilities.

Employees are expected to return from meal periods promptly.

Short rest breaks may be authorized by supervisors when operationally appropriate.

Section 3.06 Payroll Administration

Employees shall be paid on a biweekly basis in accordance with the Town's adopted payroll schedule.

Payroll shall be administered in accordance with applicable federal and state laws and established administrative procedures.

The Town encourages employees to promptly review each paycheck and immediately report any discrepancies.

Section 3.07 Overtime

Employees shall receive overtime compensation in accordance with the Fair Labor Standards Act.

Except in emergencies, overtime must be approved in advance by the employee's supervisor or the Town Administrator.



Employees who work unauthorized overtime must report all hours worked. Working unauthorized overtime may result in corrective action; however, all hours worked will be compensated as required by law.

Paid leave, including vacation, sick leave, holidays, and other paid absences, shall not be considered hours worked for purposes of calculating overtime unless otherwise required by law.

The Town does not provide compensatory time in lieu of overtime compensation.

Section 3.8 Emergency Call-Back

Employees who are required to return to work after completing their scheduled workday due to an emergency or other authorized operational need shall be compensated in accordance with applicable law and Town policy.

Employees who are required to return to work after completing their scheduled workday due to an emergency or other authorized operational need shall receive compensation for the actual time worked or a minimum of two (2) hours, whichever is greater.

Emergency call-back compensation shall be administered in accordance with applicable wage and hour laws and Town policy.

The Town Administrator may establish administrative procedures governing call-back assignments and reporting requirements.

Section 3.9 Performance Evaluations

The Town is committed to fostering employee development through regular communication, coaching, and performance evaluations.

Performance evaluations are intended to:

- recognize accomplishments;
- establish performance expectations;
- identify opportunities for professional development;
- improve communication between supervisors and employees; and
- provide documentation supporting personnel decisions.



Employees shall normally receive a formal performance evaluation annually and at the conclusion of the introductory period.

Performance evaluations do not guarantee salary increases or continued employment.

Section 3.10 Compensation Adjustments

The Town Commission shall establish the Town's compensation plan through the annual budget process or other official action.

Compensation adjustments may include:

- cost-of-living adjustments;
- merit increases;
- market adjustments;
- promotional increases;
- reclassification adjustments; and
- other compensation changes approved by the Town Commission.

Unless otherwise authorized by the Commission, salary adjustments are subject to available funding and satisfactory job performance.

ARTICLE IV

EMPLOYEE BENEFITS AND LEAVE

Section 4.01 Purpose

The Town recognizes that a competitive benefits program supports employee well-being, recruitment, retention, and professional development.

The Town provides eligible employees with compensation and benefits consistent with applicable law, available funding, and policies adopted by the Town Commission.

Nothing in this Article creates a vested right to any benefit except as required by law.

Section 4.02 Employee Benefits

Eligible employees may participate in benefit programs approved by the Town Commission, which may include:

- Health Insurance



- Deferred Compensation Programs
- Workers' Compensation
- Other benefits approved by the Town Commission

Specific eligibility requirements shall be established through the applicable benefit plans.

The Town shall provide health insurance coverage for eligible regular full-time employees and shall pay the cost of employee-only coverage, subject to the terms and conditions of the applicable health insurance plan.

Employees may elect dependent or family coverage when available and shall be responsible for the additional premium attributable to such coverage unless otherwise authorized by the Town Commission.

Section 4.03 Deferred Compensation Plan

The Town offers eligible regular full-time employees, who are otherwise eligible for Town health insurance coverage, the opportunity to participate in a 457(b) deferred compensation plan sponsored and administered through the Florida League of Cities. The plan provides employees with tax-advantaged retirement savings and investment options in accordance with the terms of the applicable plan documents.

Employee contributions are voluntary and shall be made through payroll deduction and remitted to the plan administrator in accordance with the Town's payroll schedule and applicable plan requirements.

An eligible employee who elects not to participate in the Town's employee health insurance coverage shall receive an employer contribution of seventy-five dollars (\$75.00) per biweekly pay period to the employee's 457(b) deferred compensation account, subject to applicable plan requirements and federal law.

Participation, contribution limits, investment options, distributions, and other plan requirements shall be governed by the applicable plan documents and federal law. In the event of a conflict between this Handbook and the governing plan documents, the plan documents shall control.

Section 4.04 Professional Development and Educational Assistance



The Town recognizes that investing in employee education and professional development strengthens the organization and enhances the quality of public services.

Subject to available funding and approval by the Town Administrator, eligible employees may receive financial assistance for:

- College courses;
- Technical education;
- Professional certifications;
- License renewal fees;
- Continuing education;
- Conferences;
- Workshops;
- Professional association memberships; and
- Other training directly related to the employee's position or future advancement within the Town.

Approval shall consider:

- relevance to the employee's position;
- organizational benefit;
- available budget;
- employee performance; and
- staffing needs.

Employees receiving educational assistance may be required to execute a reimbursement agreement requiring continued employment with the Town for a specified period following completion of the training. Employees who voluntarily separate from employment before satisfying that commitment may be required to reimburse the Town for all or a portion of the educational expenses as provided in the agreement.

The Town Administrator shall establish administrative procedures governing eligibility, reimbursement limits, documentation requirements, and repayment provisions.



Section 4.05 Leave and Holidays

The Town shall provide leave and other employment protections required by applicable federal and Florida law. Such protections may include, as applicable, leave under the Family and Medical Leave Act, military leave, jury duty, workers' compensation laws, legally required disability or pregnancy accommodation, and other protected leave.

The Town Administrator may establish administrative procedures for requesting and documenting protected leave, provided such procedures are consistent with applicable law.

In the event of a conflict between this Handbook and applicable law, applicable law shall control.

The holidays listed below will be those observed by the Town and the offices will be closed for those holidays listed:

- Christmas Day through New Year's Day
- M.L. King Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day

If a holiday occurs on a Friday or Saturday, it will be observed the preceding Thursday. If a holiday occurs on a Sunday, it will be observed the following Monday.

Vacation leave for regular full-time employees will be earned on a prorated basis at four (4) hours per pay period (26 pay periods per calendar year equates to 104 hours per year) from the beginning of employment with the Town but does not become available for use until the completion of the introductory period. Annual leave may be accumulated without any applicable maximum until December 31st of each calendar year. On December 31st, any employee with more than 30 days or 240 hours accrued shall have the excess leave cancelled. The Town will buy up to eighty (80) hours of vacation leave in one calendar year from an employee provided that at least forty (40) hours always remains. Employees can sell hours in June and December of each calendar year with the approval of the Town Administrator. Any employee separated from service to the Town shall be paid for accrued annual leave up to a maximum of 30 days or 240 hours. At the date of separation, leave shall be calculated to the nearest one-half day and paid at the employee's current rate of



pay. If any advanced leave is not yet accrued on the payroll records, then it shall be deducted from the employee's final pay. The estate of an employee who dies while in the service of the Town shall be entitled to payment for accumulated annual leave up to but not to exceed 30 days or 240 hours. Advanced leave is not acceptable whereby the employee is left in a negative position for annual leave.

Only regular, full-time employees shall be eligible to accrue sick leave. Sick leave shall be earned at the rate of four hours per pay period. Sick leave may be accumulated with no maximum limit restrictions. Notification of the need to utilize sick leave should be requested prior to use or not later than two hours after the beginning of a scheduled work period. Upon request of the employee and approval of the Town Administrator, sick leave may be utilized for employee sickness, sickness of members of the immediate family living in the same household and for necessary medical appointments.

A regular full-time employee who separates from Town employment after completing at least ten (10) years of service shall be eligible to receive payment for fifty percent (50%) of the employee's accrued, unused sick leave. Payment shall be calculated using the employee's regular rate of pay in effect on the date of separation and shall be subject to applicable payroll withholding and other requirements of law.

An employee who separates from Town employment before completing ten (10) years of service shall not be eligible for payment of accrued, unused sick leave unless otherwise provided by an individual employment agreement approved by the Town Commission or required by law.

A regular full-time employee may be granted reasonable time away from work following the death of an immediate family member. Bereavement leave shall be charged against the employee's available sick leave or vacation leave, as appropriate.

For purposes of this provision, immediate family includes the employee's spouse, parent, child, sibling, stepparent, stepchild, stepsibling, parent-in-law, grandparent, grandchild, or another person whose relationship to the employee is substantially similar.

The amount of leave granted shall be determined by the Town Administrator based upon the circumstances, including travel requirements, funeral or memorial arrangements, and operational needs.

ARTICLE V

STANDARDS OF CONDUCT AND PROFESSIONAL EXPECTATIONS

Section 5.01 Purpose



The Town of Micanopy is committed to maintaining a professional, ethical, safe, and respectful workplace. Every employee contributes to the quality of municipal services and to the public's confidence in local government.

Section 5.02 Professional Responsibility

Every employee is expected to conduct themselves in a manner that reflects positively on the Town and promotes public confidence in municipal government.

Employees are expected to:

- Perform assigned duties competently and efficiently.
- Exercise sound judgment in carrying out their responsibilities.
- Follow lawful directives from supervisors.
- Treat coworkers, elected officials, contractors, volunteers, and members of the public with courtesy and respect.
- Maintain a professional demeanor while representing the Town.
- Safeguard Town property and public resources.
- Report concerns regarding safety, ethics, fraud, or policy violations.

Employees serve the public and are expected to conduct themselves in a manner that reflects the highest standards of integrity and professionalism.

Section 5.03 Customer Service

Providing excellent customer service is a fundamental responsibility of every Town employee.

Employees shall strive to:

- Respond to the public promptly and professionally.
- Communicate respectfully and courteously.
- Provide accurate information or direct individuals to the appropriate staff member.
- Treat every member of the public fairly and impartially.
- Resolve concerns whenever possible in a courteous and constructive manner.

Employees should remember that every interaction with the public reflects upon the Town of Micanopy.



Section 5.04 Respectful Workplace

The Town is committed to maintaining a workplace where employees are treated with dignity and respect.

Employees are expected to:

- Foster teamwork and cooperation.
- Communicate professionally.
- Respect differing viewpoints.
- Refrain from disruptive or abusive behavior.
- Resolve workplace disagreements constructively.

Conduct that undermines teamwork, creates unnecessary conflict, or interferes with the efficient operation of the Town may result in corrective action.

Section 5.05 Ethics and Public Trust

Public employment is a public trust.

Employees shall conduct themselves in accordance with the ethical standards established by Florida law and Town policy.

Employees shall:

- Avoid conflicts between personal interests and official duties.
- Use public resources only for authorized purposes.
- Perform duties impartially.
- Avoid conduct that could undermine public confidence in the Town.
- Promptly disclose actual or potential conflicts of interest as required by law or Town policy.

Nothing in this section replaces or limits the requirements of the Florida Code of Ethics for Public Officers and Employees.

Section 5.06 Conflicts of Interest

Employees shall avoid financial, personal, or professional interests that conflict—or appear to conflict—with their official duties.



Employees shall immediately disclose any actual or potential conflict to the Town Administrator.

The Town Administrator shall determine whether additional action is necessary to protect the integrity of Town operations.

Section 5.07 Outside Employment

Employees may engage in outside employment provided such employment:

- Does not interfere with Town responsibilities;
- Does not create a conflict of interest;
- Does not impair the employee's performance;
- Does not involve misuse of Town resources or confidential information; and
- Complies with all applicable laws and Town policies.

The Town Administrator may require written disclosure and may prohibit outside employment that conflicts with the interests of the Town.

Section 5.08 Confidential Information

Employees may have access to confidential, exempt, or sensitive information while performing their duties.

Employees shall protect such information in accordance with applicable law and Town policy and shall not disclose confidential information except as authorized or required by law.

The obligation to protect confidential information continues after employment ends.

Section 5.09 Use of Town Property

Town property, equipment, vehicles, technology, tools, and supplies are provided to conduct official Town business.

Employees are expected to exercise reasonable care in the use of Town property and promptly report loss, damage, or malfunction.



Unauthorized personal use, theft, misuse, or intentional damage to Town property may result in corrective action and may subject an employee to civil or criminal liability.

Section 5.10 Attendance and Dependability

Regular attendance and dependable performance are essential to the efficient operation of the Town.

Employees are expected to report to work as scheduled, complete assigned duties, and promptly notify their supervisor when circumstances prevent timely reporting.

Repeated absenteeism, excessive tardiness, or failure to comply with attendance procedures may result in corrective action.

Section 5.11 Dress and Personal Appearance

Employees are expected to maintain a neat, clean, and professional appearance appropriate to their assigned duties.

Department supervisors may establish reasonable dress and safety requirements consistent with operational needs.

Employees required to wear uniforms or personal protective equipment shall do so as directed.

Section 5.12 Duty to Report Organizational Concerns

Employees are encouraged to report operational concerns, safety hazards, suspected fraud, policy violations, unethical conduct, or opportunities for improving Town operations.

Employees who make reports in good faith will not be subjected to retaliation for raising legitimate concerns.

Nothing in this section requires an employee to make an internal report before making a disclosure or complaint protected by federal or Florida law or limits any rights or remedies available under sections 112.3187–112.31895, Florida Statutes, section 448.102, Florida Statutes, or other applicable law.



Section 5.13 Anti-Harassment and Equal Employment Opportunity

The Town of Micanopy is committed to providing a workplace free from unlawful discrimination, harassment, and retaliation.

Harassment based on any characteristic protected by federal or Florida law is prohibited. Prohibited conduct includes unwelcome verbal, visual, physical, or electronic conduct that has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment includes, but is not limited to:

- Unwelcome sexual advances;
- Requests for sexual favors;
- Unwelcome physical contact;
- Sexually suggestive comments, jokes, or gestures;
- Displaying or transmitting offensive images or materials; and
- Other unwelcome conduct of a sexual nature.

Employees who believe they have experienced or witnessed harassment should promptly report the matter through the procedures established in this Handbook.

Retaliation against an individual who, in good faith, reports discrimination or harassment or participates in an investigation is strictly prohibited.

The Town will promptly review reported concerns and take appropriate corrective action when warranted.

Reports of discrimination, harassment, or retaliation may be made to the employee's supervisor, the Town Administrator, or another person designated by the Town. If the complaint concerns the Town Administrator, the employee may report the matter directly to the Town Attorney or Mayor. If the complaint concerns the Mayor or a Commissioner, the employee may report the matter to the Town Attorney.

Section 5.14 Workplace Violence

The Town is committed to maintaining a workplace free from violence, threats, intimidation, and disruptive behavior.



Employees shall not engage in:

- Physical violence;
- Threatening or intimidating behavior;
- Fighting;
- Stalking;
- Deliberate destruction of property;
- Bringing or using weapons in violation of Town policy or applicable law; or
- Any other conduct that jeopardizes the safety of employees or the public.

Employees shall immediately report any threats, acts of violence, or other safety concerns to their supervisor or the Town Administrator.

When appropriate, the Town may contact law enforcement or take immediate action necessary to protect employees and the public.

Section 5.15 Drug-Free Workplace

The Town is committed to providing a safe, healthy, and productive work environment.

Employees shall not report to work or remain on duty while impaired by alcohol, illegal drugs, or the misuse of prescription medication.

The unlawful manufacture, distribution, possession, sale, or use of controlled substances in the workplace or while conducting Town business is prohibited.

The Town may conduct drug and alcohol testing as authorized by applicable law and Town policy.

Employees taking legally prescribed medication that may impair their ability to safely perform essential job duties are responsible for notifying their supervisor when such impairment may affect workplace safety or job performance.

Section 5.16 Smoking, Tobacco, and Nicotine Products

To promote a healthy workplace and comply with applicable law, smoking, vaping, and the use of other tobacco or nicotine products are prohibited in Town buildings, Town vehicles, and other areas designated as tobacco-free.



Employees are expected to comply with all applicable local ordinances and workplace restrictions.

Section 5.17 Weapons

Except as authorized by law, employees shall not possess, display, or use firearms or other dangerous weapons while engaged in Town business, in Town facilities, or in Town vehicles.

Nothing in this section is intended to prohibit or restrict the lawful possession, storage, carrying, or use of a firearm or other weapon where such possession, storage, carrying, or use is protected by applicable federal or Florida law.

Section 5.18 Political Activities

Employees retain the rights afforded to them as private citizens to participate in the political process.

However, employees shall not:

- Use Town property, equipment, or resources for political purposes;
- Represent personal political views as those of the Town;
- Engage in political campaigning during working hours; or
- Allow political activities to interfere with the performance of official duties.

Nothing in this section is intended to restrict rights protected by law.

Section 5.19 Arrests and Criminal Convictions

Employees shall promptly notify the Town Administrator if they are arrested for or convicted of a criminal offense when the offense may affect their ability to perform their job, maintain required licenses or certifications, operate Town vehicles, or otherwise impact Town operations.

An arrest alone shall not automatically result in disciplinary action.

The Town may evaluate the circumstances to determine whether the employee can continue to perform the essential functions of the position and whether continued employment is appropriate.



Section 5.20 Falsification of Records

Employees shall maintain accurate and truthful Town records.

Knowingly falsifying, altering, destroying, or misrepresenting official records, reports, applications, payroll documents, inspection reports, financial records, or other Town documents is prohibited and may result in disciplinary action, up to and including dismissal, and may also subject an employee to criminal or civil penalties.

Section 5.21 Fraud, Theft, and Misuse of Public Resources

Employees are entrusted with public funds, equipment, and property.

Fraud, theft, embezzlement, unauthorized use of Town resources, or other dishonest conduct is strictly prohibited.

Employees who become aware of suspected fraud or misuse of public resources shall promptly report the matter to the Town Administrator.

The Town will investigate credible allegations and take appropriate corrective action.

Section 5.22 Standards Are Not All-Inclusive

The standards contained in this Article are intended to provide guidance regarding employee expectations.

Because it is impossible to anticipate every circumstance, employees are expected to exercise sound judgment and conduct themselves professionally at all times.

The Town reserves the right to address conduct not specifically identified in this Handbook when such conduct adversely affects Town operations, employee safety, public trust, or the efficient delivery of municipal services.

ARTICLE VI

TECHNOLOGY, INFORMATION, AND COMMUNICATIONS

Section 6.01 Purpose

Technology and information systems are essential tools for delivering municipal services. This Article establishes standards for the appropriate use of Town technology, electronic



communications, information systems, and records while protecting the Town's operational integrity, cybersecurity, and compliance with Florida law.

Employees are expected to use Town technology responsibly, professionally, and in a manner that supports efficient public service.

Section 6.02 Ownership of Town Information

All records, documents, emails, text messages, photographs, electronic files, databases, reports, maps, recordings, and other information created, received, or maintained in connection with Town business are the property of the Town of Micanopy unless otherwise provided by law.

Employees shall not claim personal ownership of Town records or information created in the course of their employment.

Section 6.03 Acceptable Use of Technology

Town computers, networks, software, internet access, telephones, mobile devices, and other technology resources are provided primarily for conducting official Town business.

Employees shall use Town technology in a professional, lawful, and responsible manner.

Limited incidental personal use may be permitted provided it:

- Does not interfere with work responsibilities;
- Does not create additional costs for the Town;
- Does not violate law or Town policy;
- Does not compromise network security; and
- Does not interfere with the efficient operation of the workplace.

The Town may restrict or prohibit personal use whenever necessary.

Section 6.04 Electronic Communications

Electronic communications conducted in the course of Town business—including email, text messages, instant messaging, collaboration platforms, and other electronic communications—may constitute public records under Florida law.



Employees are expected to communicate professionally, courteously, and accurately in all electronic communications.

Electronic communications shall not be used to:

- Harass or intimidate others;
- Transmit offensive or discriminatory material;
- Conduct unauthorized political or commercial activities;
- Disclose confidential or exempt information; or
- Violate Town policy or applicable law.

Section 6.05 Public Records

Employees are responsible for preserving public records in accordance with Florida law and the Town's records retention requirements.

Employees shall promptly forward public records requests to the designated records custodian or Town Administrator unless otherwise authorized.

Employees shall not delete, destroy, alter, conceal, or improperly withhold public records.

The Town Administrator may establish administrative procedures governing electronic record retention and records management.

Section 6.06 Cybersecurity

Every employee plays an important role in protecting the Town's information systems.

Employees shall:

- Protect usernames and passwords;
- Use multi-factor authentication when required;
- Secure Town-issued devices;
- Immediately report suspected phishing attempts, malware, ransomware, or other cybersecurity incidents;
- Install only authorized software;



- Follow Town cybersecurity procedures.

Failure to follow cybersecurity requirements may result in corrective action.

Section 6.07 Password Security

Employees are responsible for safeguarding passwords and other authentication credentials.

Employees shall not:

- Share passwords with unauthorized persons;
 - Circumvent security controls;
 - Store passwords in unsecured locations; or
 - Use another employee's login credentials.
-

Section 6.08 Artificial Intelligence

The Town recognizes that artificial intelligence (AI) technologies may improve efficiency, research, document preparation, data analysis, and customer service when used responsibly.

Employees may use Town-approved AI tools only in accordance with applicable law and administrative procedures.

Employees shall not:

- Enter confidential, exempt, or sensitive information into unauthorized AI systems;
- Rely solely on AI-generated information without independent review;
- Represent AI-generated work as official Town information without verification; or
- Use AI in a manner that violates copyright, privacy, ethics, or applicable law.

Employees remain responsible for the accuracy, legality, and appropriateness of all work product generated or assisted by AI.

The Town Administrator may approve AI technologies and establish administrative procedures governing their use.



Section 6.09 Social Media

Employees shall use social media responsibly.

When using personal social media accounts, employees should avoid representing personal opinions as official Town positions.

Only employees authorized by the Town Administrator may publish official information through Town-operated social media accounts.

Nothing in this policy is intended to interfere with employee rights protected by applicable law.

Section 6.10 Personal Devices

Employees authorized to conduct Town business using personal devices shall comply with Town security requirements and public records obligations.

Employees should understand that communications relating to Town business conducted on personal devices may constitute public records subject to disclosure.

The Town Administrator may establish procedures governing the use of personal devices for Town business.

Section 6.11 Photography, Audio, and Video Recordings

Employees shall not create, distribute, or publish photographs, audio recordings, or video recordings obtained through their employment except as authorized or required in the performance of official duties.

Nothing in this section prohibits recording activities authorized by law or protected employee rights.

Section 6.12 Monitoring and Privacy

Town technology resources are provided for official business.

To the extent permitted by law, employees should have no expectation of privacy in information stored, transmitted, or received using Town-owned equipment, networks, email systems, internet services, or other Town technology resources.



The Town reserves the right to monitor, inspect, access, and review Town technology resources when necessary for legitimate governmental purposes, including:

- System maintenance;
- Cybersecurity;
- Public records compliance;
- Internal investigations;
- Legal proceedings; or
- Operational needs.

Monitoring shall be conducted in accordance with applicable law.

ARTICLE VII

SAFETY, RISK MANAGEMENT, AND EMERGENCY OPERATIONS

Section 7.01 Purpose

The Town of Micanopy is committed to providing a safe and healthy workplace for employees, volunteers, contractors, and members of the public.

Safety is a shared responsibility. Every employee is expected to perform assigned duties safely, comply with applicable safety regulations, promptly report hazards, and actively contribute to a culture of accident prevention and continuous improvement.

Section 7.02 Safety Responsibilities

Every employee shall:

- Follow established safety procedures.
- Use required personal protective equipment (PPE).
- Operate equipment safely and only when authorized.
- Report unsafe conditions immediately.
- Report accidents, injuries, and near misses promptly.
- Participate in required safety training.
- Cooperate during safety inspections and investigations.



Supervisors are responsible for promoting safe work practices and correcting unsafe conditions whenever reasonably possible.

Section 7.03 Workplace Safety

Employees shall comply with all applicable federal and state safety regulations and Town safety procedures.

Employees shall immediately report:

- Unsafe working conditions.
- Defective equipment.
- Utility hazards.
- Traffic hazards.
- Environmental hazards.
- Security concerns.
- Workplace violence concerns.

No employee shall knowingly create or ignore a hazardous condition that could endanger employees or the public.

Section 7.04 Personal Protective Equipment (PPE)

Employees required to use personal protective equipment shall wear and maintain such equipment in accordance with applicable safety requirements.

The Town will provide required PPE appropriate for assigned job duties.

Employees are responsible for:

- Proper use;
 - Routine inspection;
 - Reasonable care; and
 - Prompt reporting of damaged or defective equipment.
-



Section 7.05 Reporting Injuries

All workplace injuries, occupational illnesses, vehicle accidents, property damage, and near-miss incidents shall be reported to the employee's supervisor immediately, regardless of severity.

Prompt reporting allows the Town to:

- Obtain medical treatment when necessary.
- Comply with workers' compensation requirements.
- Investigate the incident.
- Identify corrective measures.
- Reduce future risk.

Failure to promptly report an incident may result in corrective action unless circumstances reasonably prevented immediate notification.

Section 7.06 Workers' Compensation

The Town provides workers' compensation coverage in accordance with Florida law.

Employees injured in the course and scope of employment shall:

- Report the injury immediately;
- Cooperate with medical treatment;
- Comply with return-to-work requirements;
- Provide requested documentation; and
- Cooperate in the administration of the workers' compensation claim.

Nothing in this policy alters any rights or obligations established by Florida workers' compensation law.

Section 7.07 Vehicle Safety

Employees authorized to operate Town-owned or Town-leased vehicles shall:

- Possess a valid driver's license appropriate for the vehicle operated.



- Operate vehicles safely and lawfully.
- Wear seat belts.
- Promptly report accidents.
- Conduct reasonable pre-trip inspections when appropriate.
- Avoid distracted driving.

The use of handheld electronic devices while operating Town vehicles is prohibited except as permitted by law or during emergencies.

The Town Administrator may establish additional fleet management procedures.

Section 7.08 Drug and Alcohol Safety

Employees shall not perform safety-sensitive duties while impaired by alcohol, illegal drugs, or medications that impair the employee's ability to safely perform assigned duties.

Employees have an obligation to notify their supervisor if a prescribed medication may affect safe job performance.

Section 7.09 Emergency Operations

The Town may activate emergency operations during hurricanes, severe weather, utility emergencies, public health incidents, infrastructure failures, or other emergencies.

Employees designated as emergency personnel may be required to:

- Report to work outside normal schedules;
- Perform emergency assignments;
- Assist other departments;
- Support emergency response operations; or
- Continue providing essential municipal services.

Employees are expected to comply with lawful emergency directives issued by the Town Administrator or Incident Commander.



Section 7.10 Return-to-Work Program

The Town supports returning injured employees to productive employment whenever medically appropriate.

Employees released to temporary or modified duty shall cooperate with reasonable work assignments consistent with medical restrictions and operational needs.

Participation in temporary duty assignments does not alter the employee's employment classification or compensation unless otherwise authorized.

Section 7.11 Accident Investigation

The purpose of accident investigations is prevention—not blame.

Following workplace accidents or significant incidents, the Town may conduct an investigation to:

- Determine contributing factors;
- Identify corrective actions;
- Improve safety practices;
- Protect employees and the public; and
- Reduce future risk.

Employees are expected to cooperate fully with accident investigations.

Section 7.12 Safety Training

The Town shall provide safety training appropriate to employee job responsibilities.

Employees are expected to attend required training and apply the knowledge gained in performing assigned duties.

Training may include:

- Defensive driving;
- OSHA-related safety topics;
- Utility safety;



- Equipment operation;
 - Emergency preparedness;
 - Workplace violence prevention;
 - Cybersecurity awareness; and
 - Other training determined necessary by the Town Administrator.
-

ARTICLE VIII

CORRECTIVE ACTION AND PERFORMANCE MANAGEMENT

Section 8.01 Purpose

The Town of Micanopy is committed to maintaining a workplace where employees understand performance expectations, receive timely feedback, and are afforded opportunities to improve when appropriate.

Corrective action is intended to address performance deficiencies, policy violations, misconduct, and other workplace concerns in a fair, consistent, and constructive manner while preserving the Town's ability to efficiently operate and protect the public interest.

Nothing in this Article alters the at-will employment relationship or limits the Town's authority to impose appropriate corrective or disciplinary action.

Section 8.02 Management Philosophy

The Town believes that most workplace issues can be resolved through effective communication, coaching, supervision, and employee development.

Supervisors are encouraged to:

- Communicate expectations clearly.
- Address concerns promptly.
- Provide constructive feedback.
- Document significant performance issues.
- Recognize employee improvement.



- Seek lasting solutions rather than simply imposing discipline.

Corrective action should be administered consistently while considering the circumstances of each situation.

Section 8.03 Progressive Corrective Action

When appropriate, the Town may utilize progressive corrective action to address employee performance or conduct.

Progressive corrective action may include:

- Coaching or counseling;
- Verbal warning;
- Written warning;
- Performance Improvement Plan (PIP);
- Suspension;
- Demotion;
- Termination.

Not every situation requires each step.

The Town reserves the right to determine the appropriate level of corrective action based upon the circumstances of each case.

Section 8.04 Performance Improvement Plans

When appropriate, an employee may be placed on a Performance Improvement Plan (PIP).

A Performance Improvement Plan should generally include:

- The performance concern;
- Expected level of improvement;
- Specific performance goals;
- Resources available to assist the employee;
- Timeframe for improvement; and
- Consequences if improvement is not achieved.



Completion of a Performance Improvement Plan does not guarantee continued employment.

Section 8.05 Immediate Corrective Action

Certain conduct is so serious that progressive corrective action may not be appropriate.

The Town reserves the right to suspend, demote, or terminate employment without prior corrective action when circumstances warrant.

Examples include, but are not limited to:

- Violence or threats of violence;
- Theft or fraud;
- Falsification of records;
- Serious insubordination;
- Possession of illegal drugs in the workplace;
- Serious safety violations;
- Criminal conduct affecting employment;
- Breach of confidential information;
- Gross misconduct; or
- Other conduct determined by the Town to warrant immediate action.

This list is illustrative and not exhaustive.

Section 8.06 Administrative Leave

The Town Administrator may place an employee on administrative leave, with or without pay as permitted by law, while the Town reviews allegations of misconduct, safety concerns, workplace complaints, criminal investigations, or other circumstances affecting Town operations.

Administrative leave is not disciplinary action unless expressly designated as such.

Section 8.07 Investigations

The Town may investigate allegations involving:



- Policy violations;
- Misconduct;
- Harassment;
- Safety concerns;
- Fraud;
- Theft;
- Workplace violence;
- Ethics concerns;
- Public records violations; or
- Other matters affecting Town operations.

Employees are expected to cooperate fully during investigations.

Knowingly providing false or misleading information during an investigation may result in corrective action.

Section 8.08 Employee Response

Employees will generally be given an opportunity to respond to allegations before disciplinary action is imposed, unless circumstances require immediate action.

Nothing in this section creates a contractual right to any specific disciplinary procedure.

Section 8.09 Documentation

Supervisors are expected to document significant performance concerns, coaching efforts, corrective action, investigations, and disciplinary decisions.

Documentation should be:

- Accurate;
- Objective;
- Timely;
- Respectful; and
- Maintained in accordance with Town procedures.



Section 8.10 Employee Assistance

When appropriate, supervisors are encouraged to identify resources that may help employees improve performance or address workplace concerns.

Such resources may include:

- Additional training;
- Coaching;
- Professional development;
- Employee Assistance Programs (if available);
- Temporary mentoring; or
- Other appropriate support.

Providing assistance does not prevent the Town from taking corrective action when warranted.

Section 8.11 Corrective Action Is Not Contractual

Corrective action is intended to promote fairness and consistency but is not intended to create contractual rights or mandatory disciplinary procedures.

The Town reserves the right to:

- Skip disciplinary steps;
- Repeat disciplinary steps;
- Combine disciplinary actions;
- Modify corrective measures;
- Take immediate disciplinary action; or
- Separate an employee from employment whenever determined appropriate.

Each situation shall be evaluated individually.

Section 8.12 Prohibited Retaliation



The Town prohibits retaliation against employees who, in good faith:

- Report violations of law or Town policy;
- Participate in investigations;
- Report workplace safety concerns;
- Report fraud or unethical conduct;
- Request legally protected accommodations or leave; or
- Exercise rights protected by law.

Employees who engage in retaliation are subject to corrective action.

Section 8.13 Employee Recognition

The Town encourages supervisors to recognize employees whose performance exemplifies the Town's mission and core values. Recognition may include commendations, letters of appreciation, professional development opportunities, service awards, or other forms of acknowledgment approved by the Town Administrator.

Recognition programs are discretionary and may be modified based on organizational needs and available resources.

ARTICLE IX

SEPARATION FROM EMPLOYMENT

Section 9.01 Purpose

This Article establishes policies governing the separation of employees from employment with the Town of Micanopy. The Town recognizes that employment may end for many reasons, and it is committed to administering separations fairly, professionally, and in accordance with applicable law.

Section 9.02 Types of Separation

Employment with the Town may end through one or more of the following:

- Voluntary resignation;



- Retirement;
- Completion of temporary or seasonal employment;
- Expiration of an employment agreement;
- Reduction in force;
- Medical separation, when appropriate;
- Job abandonment;
- Dismissal; or
- Death.

The Town Administrator shall determine the appropriate classification of separation consistent with this Handbook and applicable law.

Section 9.03 Resignation

Employees who voluntarily resign are encouraged to provide written notice at least:

- Two (2) weeks for most employees;
- Four (4) weeks for department heads or management positions, when practical.

The Town may waive all or part of the notice period based upon operational needs.

Failure to provide notice does not prevent resignation but may be considered in determining future employment eligibility.

Section 9.04 Retirement

Employees who retire are encouraged to provide advance notice to facilitate succession planning and the orderly transfer of responsibilities.

The Town appreciates the service and contributions of retiring employees and may recognize retirement through appropriate ceremonies or acknowledgments approved by the Town Administrator.



Section 9.05 Reduction in Force

The Town reserves the right to eliminate positions or reduce staffing due to:

- Budgetary constraints;
- Organizational restructuring;
- Operational efficiencies;
- Lack of work;
- Elimination of programs;
- Grant expiration; or
- Other legitimate governmental purposes.

Nothing in this section creates seniority rights or guarantees continued employment.

When practical, the Town will provide advance notice of reductions in force.

Section 9.06 Job Abandonment

Employees who fail to report to work for three (3) consecutive scheduled workdays without notifying the Town, unless circumstances reasonably prevent notification, may be considered to have voluntarily abandoned their position.

Prior to classifying an employee as having abandoned employment, the Town will make reasonable efforts to contact the employee.

Section 9.07 Exit Interviews

The Town may conduct exit interviews to obtain feedback regarding employment experiences and opportunities for organizational improvement.

Participation is voluntary unless otherwise required by law or employment agreement.

Information obtained through exit interviews may be used to improve Town operations and employment practices.

Section 9.08 Return of Town Property

Before separation from employment, employees shall return all Town property, including but not limited to:



- Keys;
- Identification cards;
- Computers;
- Mobile devices;
- Credit cards;
- Uniforms;
- Tools;
- Equipment;
- Records; and
- Other Town-owned property.

The Town may delay administrative processing of separation until Town property has been accounted for, consistent with applicable law.

Section 9.09 Final Compensation

Employees separating from employment shall receive final compensation in accordance with applicable law and Town policy.

Final compensation may include:

- Regular wages;
- Approved overtime or compensatory time;
- Accrued leave benefits, if eligible;
- Other compensation authorized by Town policy or law.

The Town may make deductions authorized by law or voluntarily authorized by the employee.

Section 9.10 Benefits Continuation

Employees separating from employment will be provided information regarding continuation of benefits as required by applicable law and applicable benefit plans.



Questions regarding retirement benefits, health insurance continuation, deferred compensation, and other post-employment benefits should be directed to the Town Administrator.

Section 9.11 Eligibility for Reemployment

Former employees may be considered for reemployment based upon:

- Previous work performance;
- Circumstances of separation;
- Qualifications for the position;
- Employment history; and
- The needs of the Town.

Previous employment with the Town does not guarantee reemployment or restoration of prior benefits unless required by law.

Section 9.12 Post-Employment Responsibilities

Former employees remain responsible for:

- Protecting confidential information;
- Complying with applicable ethics laws;
- Returning Town records not previously surrendered;
- Cooperating with lawful requests relating to Town business conducted during employment; and
- Complying with any continuing obligations established by law or written agreement.

ARTICLE X

EMPLOYEE COMMUNICATION, PROBLEM RESOLUTION, AND ADMINISTRATIVE REVIEW

Section 10.01 Purpose



The Town encourages open communication and the prompt resolution of workplace concerns at the lowest appropriate level.

Employees are encouraged to discuss questions, concerns, or workplace issues with their supervisors whenever practical. Early communication often leads to timely and effective solutions while fostering a positive and professional work environment.

This Article establishes procedures for raising workplace concerns while preserving the Town's ability to efficiently manage its operations.

Section 10.02 Open Door Policy

The Town maintains an Open Door Policy that encourages employees to communicate openly with supervisors and management.

Employees are encouraged to:

- Ask questions regarding Town policies or procedures;
- Discuss workplace concerns;
- Suggest improvements to Town operations;
- Seek clarification regarding job expectations; and
- Raise concerns regarding working conditions or employee relations.

Employees may request a meeting with their immediate supervisor or, when appropriate, the Town Administrator.

No employee shall be discouraged from raising legitimate workplace concerns in good faith.

Section 10.03 Informal Resolution

Employees are encouraged to attempt to resolve routine workplace concerns through informal discussion whenever appropriate.

Many misunderstandings can be resolved through respectful communication without the need for formal review.

Supervisors are expected to listen carefully, consider concerns objectively, and work toward practical solutions consistent with Town policy.



Section 10.04 Administrative Review

When an employee believes a workplace issue cannot be resolved informally, the employee may request administrative review by the Town Administrator.

Administrative review may include matters involving:

- Application of Town policies;
- Working conditions;
- Interpersonal workplace conflicts;
- Supervisory concerns;
- Performance expectations;
- Operational issues; or
- Other employment-related concerns.

The Town Administrator may review the matter, gather information, meet with involved parties, and issue an administrative determination as appropriate.

Section 10.05 Matters Excluded from Administrative Review

Administrative review is not intended to replace procedures established by federal or state law or other provisions of this Handbook.

This Article does not apply to:

- Workers' compensation claims;
 - Unemployment compensation;
 - Public records requests;
 - Matters subject to external administrative or judicial review;
 - Issues governed by statutory appeal rights; or
 - Other matters excluded by applicable law.
-



Section 10.06 Reporting Unlawful Conduct

Nothing in this Handbook limits an employee's right to report suspected violations of law to appropriate governmental authorities.

Employees are encouraged to report suspected:

- Fraud;
- Waste or abuse of public resources;
- Safety violations;
- Discrimination;
- Harassment;
- Retaliation;
- Ethics violations; or
- Other unlawful conduct.

The Town prohibits retaliation against employees who make good-faith reports or participate in investigations.

Section 10.07 Confidentiality

The Town will make reasonable efforts to protect the privacy of individuals involved in workplace concerns and investigations.

Absolute confidentiality cannot be guaranteed because information may need to be shared to:

- Conduct an investigation;
- Comply with public records laws;
- Meet legal obligations;
- Protect employee safety; or
- Resolve workplace issues.

Employees participating in investigations are expected to respect the privacy of others while recognizing that protected rights under applicable law are not restricted by this policy.



Section 10.08 Non-Retaliation

The Town strictly prohibits retaliation against any employee who, in good faith:

- Reports suspected violations of law or Town policy;
- Requests an accommodation;
- Requests protected leave;
- Participates in an investigation;
- Reports workplace safety concerns; or
- Exercises rights protected by law.

Retaliation itself is a violation of this Handbook and may result in corrective action.

Section 10.09 Final Administrative Determination

Following administrative review, the Town Administrator may issue a written or verbal determination as appropriate to the circumstances.

Administrative determinations are intended to provide guidance, resolve workplace concerns, and promote the efficient operation of the Town.

Nothing in this Article creates contractual appeal rights or limits the Town Administrator's authority to administer Town operations consistent with the Town Charter and policies adopted by the Town Commission.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 Order of Precedence

In the event of a conflict between this Handbook and applicable federal or state law, the Town Charter, an applicable ordinance, collective bargaining agreement, or individual employment agreement approved by the Town Commission, the controlling law, Charter provision, ordinance, or agreement shall govern.



Administrative procedures adopted by the Town Administrator shall be consistent with and shall not supersede this Handbook or action taken by the Town Commission.

Section 11.02 No Waiver of Legal Rights

Nothing in this Handbook shall be construed to waive, limit, or interfere with any right, protection, remedy, or obligation provided by federal or Florida law, the United States Constitution, the Florida Constitution, the Town Charter, an applicable collective bargaining agreement, or an approved employment agreement.

Section 11.03 Severability

If any provision of this Handbook is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law.

Section 11.04 Amendment

The Town Commission may amend, repeal, or replace this Handbook by appropriate action. The Town Administrator may recommend amendments and may establish administrative procedures necessary to implement policies adopted by the Town Commission, provided such procedures are consistent with this Handbook and applicable law.



Town of _____
Micanopy

 Florida

AGENDA ITEM: Proposed Tree Protection and Canopy Management Ordinance

Background/Summary:

Staff has been working with the Alachua County Arborist and Alachua County Code Enforcement to develop the proposed ordinance. Staff has also requested comments from the Town's Tree Advisory Committee; however, those comments had not been received as of the date of this correspondence. Any comments received will be considered as staff continues reviewing and refining the draft before presenting a finalized ordinance to the Town Commission for first reading.

The 2019 ordinance established the Town's Canopy Tree Protection Zone and provided general standards for specimen trees, utility trimming, tree removal, and pruning. However, several provisions are unclear or inconsistent regarding which trees and properties are regulated, when approval is required, and how the regulations are to be administered and enforced.

The proposed ordinance would replace Ordinance 2019-01 and establish a more comprehensive framework for protecting and managing Micanopy's tree canopy. The draft is intended to:

- Establish clear classifications and size standards for protected, heritage, and landmark trees.
- Clarify when a tree removal permit is required and identify applicable exemptions.
- Establish objective application, review, approval, emergency removal, and appeal procedures.
- Protect trees and critical root zones during construction and development.
- Incorporate recognized arboricultural standards for tree maintenance and pruning.
- Establish replacement and mitigation requirements when protected trees are removed.
- Clarify the administrative responsibilities of the Town Administrator and the advisory role of the Tree Advisory Committee.
- Address applicable state-law exemptions, utility vegetation management, private property rights, and enforcement procedures.
- Promote long-term canopy preservation through succession planting, public education, and municipal urban forest planning.

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townhall@micanopytown.com

Once the ordinance is finalized and adopted, the Town's 2019 Vegetation Management Plan with Duke Energy will also need to be updated to reference the new ordinance and ensure consistency with its terminology and requirements.

Staff will continue reviewing the draft with the Town Attorney, arborist, Tree Advisory Committee, and other affected parties before bringing a finalized ordinance to the Town Commission for first reading.

Fiscal Impact:

There is no immediate fiscal impact associated with this discussion. Future costs may include professional arborist services, administration and enforcement, public education, tree replacement, or other canopy-management activities, subject to Commission approval and available funding.

Staff Recommendation:

Informational only. No action is requested at this time. Staff welcomes Commission comments and direction before completing the ordinance for formal consideration.

ARTICLE I

TREE PROTECTION AND CANOPY MANAGEMENT

Sec. 15-1. Title.

This Article shall be known and may be cited as the **Town of Micanopy Tree Protection and Canopy Management Ordinance**.

Sec. 15-2. Authority.

This Article is adopted pursuant to the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, the Constitution of the State of Florida, and other applicable provisions of state law.

Nothing in this Article shall be interpreted or enforced in a manner that conflicts with applicable state or federal law, including statutory exemptions or preemptions governing tree regulation, utility vegetation management plan adopted by the Town of Micanopy, or private property rights.

Sec. 15-3. Purpose.

The purpose of this Article is to preserve and enhance the Town's historic tree canopy through reasonable standards for tree protection, maintenance, and replacement while respecting private property rights, promoting public safety, and encouraging sound arboricultural practices.

The Town intends to:

1. Preserve significant trees that contribute to the historic character of Micanopy.
 2. Promote proper tree care consistent with nationally recognized arboricultural standards.
 3. Protect trees during development and construction.
 4. Encourage long-term canopy preservation through succession planting.
 5. Establish clear and objective administrative procedures.
 6. Promote cooperation among property owners, qualified professionals, utilities, developers, and the Town.
-

Sec. 15-4. Legislative Findings.

The Town Commission finds that:

1. Micanopy's mature tree canopy is a defining feature of its historic character and community identity.
 2. Healthy trees provide significant environmental, economic, and aesthetic benefits, including stormwater management, energy conservation, wildlife habitat, tourism, and improved quality of life.
 3. Proper maintenance and periodic inspection are essential to preserving healthy trees and reducing hazards to persons and property.
 4. Long-term preservation of the Town's urban forest depends upon accepted arboricultural practices and qualified professional judgment.
 5. Private property rights are fundamental and shall be respected in the administration of this Article.
 6. The regulations established herein are intended to balance private property rights with the Town's legitimate interest in preserving significant tree resources.
-

Sec. 15-5. Applicability.

This Article applies to all property located within the municipal boundaries of the Town of Micanopy unless specifically exempted herein.

This Article governs:

1. Removal of Protected Trees and Heritage Trees.
2. Development activities affecting protected trees.
3. Tree protection during construction.
4. Tree permits.
5. Maintenance of Town-owned trees.
6. Required tree replacement or mitigation.
7. Historic Streetscapes designated by the Town Commission.

Routine landscape maintenance shall not be regulated except as expressly provided in this Article.

Sec. 15-6. Administration.

Except where authority is expressly reserved to the Town Commission, the Town Administrator shall administer and enforce this Article.

The Town Administrator may:

1. Review permit applications.
2. Issue or deny permits.
3. Request additional information.

4. Consult with qualified professionals.
5. Approve mitigation measures authorized by this Article.
6. Interpret administrative provisions consistent with this Article.

The Town Administrator may designate qualified employees or consultants to perform administrative duties.

Sec. 15-7. State Law.

Nothing contained in this Article shall be construed to limit any exemption, protection, or right established by Florida law.

Where state law preempts municipal regulation, the applicable provisions of state law shall control.

ARTICLE II

DEFINITIONS

Sec. 15-8. Definitions.

For purposes of this Article, the following words and phrases shall have the meanings set forth below.

ANSI A300 Standards means the current American National Standards Institute standards governing tree care operations, as amended.

Arborist means an individual certified by the International Society of Arboriculture (ISA), or another nationally recognized credential approved by the Town Administrator.

Caliper means the diameter of nursery stock tree at 6" above the ground level or root ball.

Critical Root Zone (CRZ) means the minimum area surrounding a tree necessary to protect structural and absorbing roots. Unless otherwise approved by a Qualified Arborist, the Critical Root Zone extends one (1) foot radially for each one (1) inch of trunk diameter measured at Diameter at Breast Height.

Diameter at Breast Height (DBH) means the diameter of an existing tree measured four and one-half (4.5) feet above natural grade.

Development Activity means construction, grading, excavation, filling, paving, utility installation, demolition, or other land disturbance requiring Town approval.

Hazard Tree means a tree determined by a Qualified Arborist to present a moderate risk of failure, without options to reduce such risk, and likely to cause personal injury or significant property damage.

Heritage Tree means a tree meeting the criteria established in this Article because of its size, age, species, or historic significance.

Historic Streetscape means a roadway or public area designated by the Town Commission for enhanced canopy preservation.

Invasive Species means a non-native species whose introduction does or is likely to cause economic or environmental harm or harm to human health.

Common Species means tree species identified by the Town to be abundant requiring limited protection status

Specimen Species means specimen trees identified by the Town to be of notable interest or high value for their species because of their age, size, condition, historic habitat association, and/or uniqueness. Protection of these species that are less than heritage size through preservation, relocation, or replacement will be determined on a tree-by-tree basis by the Town.

Landmark Tree means a Heritage Tree individually designated by resolution of the Town Commission because of exceptional historic, cultural, or ecological significance.

Protected Tree means a tree meeting the minimum size requirements established in this Article.

Qualified Arborist means an ISA Certified Arborist or other professional approved by the Town Administrator who is qualified to evaluate tree health, structure, risk, preservation, and

maintenance.

Routine Maintenance means pruning and other accepted tree care practices performed in accordance with ANSI A300 Standards that do not constitute tree removal.

Town Arborist means a Qualified Arborist retained or designated by the Town to provide professional arboricultural services.

Town Tree means any tree located on Town-owned property or within a Town-maintained public right-of-way.

Tree means a self-supporting perennial woody plant that normally attains a mature height of at least fifteen (15) feet.

Tree Advisory Committee means the advisory committee established by the Town Commission to provide recommendations regarding urban forestry, public education, and long-range canopy planning. The Committee serves solely in an advisory capacity and has no permitting, enforcement, or regulatory authority.

Tree Protection Zone (TPZ) means the area surrounding a tree protected during construction to prevent injury to the trunk, roots, and canopy.

Tree Preservation Plan means a plan identifying trees proposed for preservation, protection measures, and mitigation associated with development.

Urban Forest means the collective population of trees located on public and private property within the Town.

ARTICLE III

TREE CLASSIFICATION AND PROTECTION

Sec. 15-9. Purpose.

The purpose of this Article is to classify trees according to their significance to the Town's urban forest and establish reasonable standards for their protection, preservation, maintenance, and removal.

The protection and preservation of trees on public and private property within the Town is not only desirable for aesthetic value, but essential to present and future health, safety, and welfare of its citizens.

Nothing in this Article shall be construed to prohibit reasonable maintenance or to prevent the removal of hazardous trees or trees exempt under Florida law.

DIVISION 1.

Tree Classification

Sec. 15-10. Classification.

Trees regulated under this Article shall be classified as follows:

(A) Exempt Trees

The following trees are exempt from the permitting requirements of this Article unless otherwise specifically provided:

1. Dead trees.
 2. Invasive species identified by FLPPC USDA, FDCA or by Town resolution.
 3. Trees below the minimum protected diameter.
 4. Agricultural crops.
-

(B) Protected Trees

Protected Trees are healthy trees meeting the minimum diameter requirements established in Section 15-11.

(C) Heritage Trees

Heritage Trees are trees of exceptional size, age, or historic significance that receive enhanced protection under this Article.

(D) Landmark Trees

Landmark Trees are individually designated by resolution of the Town Commission because of extraordinary historic, cultural, ecological, or community significance.

No privately owned tree shall be designated as a Landmark Tree without the written consent of the property owner.

Sec. 15-11. Protected Tree Size Standards.

The following minimum diameters, measured at Diameter at Breast Height (DBH), shall constitute Protected Trees.

Species	Minimum DBH
Live Oak	8 inches
Bald Cypress	8 inches
Southern Magnolia	8 inches
Red Cedar	8 inches
American Elm	8 inches
Native Hickories	8 inches
Specimen Species	TBD inches based on Evaluation Criteria established in sec.15-16

Palm species shall be regulated only when designated as Heritage or Landmark Trees.

Sec. 15-12. Heritage Trees.

A tree shall qualify as a Heritage Tree if it meets one or more of the following criteria:

1. Live Oak measuring 20 inches DBH or greater.
2. Bald Cypress measuring 20 inches DBH or greater.
3. Southern Magnolia measuring 20 inches DBH or greater.
4. Long leaf Pine measuring 20 inches DBH or greater
5. A Champion Tree, those trees that have been identified by the Florida Forest Service being the largest of their species within the State of Florida or by American Forests as the largest of their species in the United States.
6. A tree designated by resolution of the Town Commission because of its historic, cultural, ecological, or community significance.

Sec. 15-13. Historic Streetscapes.

The Town Commission may designate Historic Streetscapes by resolution.

Within designated Historic Streetscapes, the Town shall encourage:

- preservation of mature canopy trees;
- succession planting;
- coordinated tree maintenance; and

- replacement planting where practical.

Routine maintenance consistent with this Article shall remain permitted.

DIVISION 2.

Tree Protection Standards

Sec. 15-14. General Standards.

Protected Trees and Heritage Trees shall be preserved whenever reasonably practicable.

When preservation is not feasible, the following order of preference shall apply:

1. Preserve.
2. Relocate.
3. Minimize impacts.
4. Replace.
5. Remove with Mitigation

Public safety shall remain the Town's highest priority.

Sec. 15-15. Protection During Development.

Development activities shall avoid unnecessary injury to Protected Trees and Heritage Trees.

Where development occurs adjacent to a Protected Tree, the Town Administrator may require reasonable measures including:

1. Tree protection fencing.
 2. Protection of the Critical Root Zone a radius of 4X DBH/12" around the base of the tree
 3. Root pruning performed in accordance with accepted arboricultural practices.
 4. Monitoring by a Qualified Arborist when warranted by the proposed activity.
 5. Tree Protection zone equals a radius of 1' per 1"
 6. Fill regulations including, but not limited to, restricting grade changes. Requirements imposed under this section shall be reasonably related to the anticipated impacts of the development.
-

Sec. 15-16. Evaluation Criteria.

When reviewing activities affecting Protected Trees or Heritage Trees, the Town shall consider:

1. Species.
2. Size.
3. Age.
4. Health.
5. Structural condition.
6. Historic significance.
7. Ecological value.
8. Public safety.
9. Construction impacts.
10. Recommendations of a Qualified Arborist.
11. Location/proximity to Historic Streetscapes or other historic assets

No single factor shall be controlling.

Permit decisions shall not be based solely upon aesthetic considerations.

DIVISION 3.

Maintenance Standards

Sec. 15-17. Routine Maintenance.

Routine maintenance performed in accordance with ANSI A300 Standards does not require a permit unless otherwise expressly provided in this Article.

Routine maintenance includes:

1. Structural pruning.
2. Crown cleaning.
3. Crown restoration.
4. Removal of dead or diseased limbs.
5. Other accepted arboricultural practices that do not constitute tree removal.

Sec. 15-18. Prohibited Practices.

Unless specifically recommended in writing by a Qualified Arborist or otherwise authorized by this Article, the following practices are prohibited on Protected Trees and Heritage Trees:

1. Tree topping.
2. Lion-tailing.
3. Excessive root cutting.
4. Grade changes within the Critical Root Zone.
5. Storage of construction materials within a Tree Protection Zone.
6. Intentional injury or destruction of a protected tree.

Sec. 15-19. Heritage Tree Maintenance.

Owners of Heritage Trees are encouraged to:

1. Conduct periodic inspections.
2. Perform structural pruning when appropriate.
3. Remove hazardous limbs.
4. Protect root systems from construction damage.
5. Maintain the long-term health and structural integrity of the tree.

The Town may provide educational materials or technical assistance regarding Heritage Tree maintenance. Heritage tree care could potentially qualify for Tree Mitigation Funding based on Evaluation Criteria described in Sec. 15-16

DIVISION 4.

Removal Standards

Sec. 15-20. Removal of Protected Trees.

A Protected Tree may be removed when:

1. The tree is dead.
2. The tree is hazardous.
3. The tree is irreparably diseased.
4. Removal is necessary to accommodate approved development.
5. Removal is necessary for public infrastructure.
6. Removal is otherwise authorized by this Article or applicable Florida law.

Sec. 15-21. Removal of Heritage Trees.

A Heritage Tree may be removed only when:

1. It has been determined to be hazardous by a Qualified Arborist;
2. It is dead or irreparably diseased;
3. It cannot reasonably coexist with necessary public infrastructure;
4. Removal is otherwise authorized by this Article or required by applicable law.

Because of their exceptional value to the community, Heritage Trees shall receive the highest level of protection provided by this Article.

Sec. 15-22. Property Rights.

This Article shall not be interpreted or applied so as to deny all reasonable use of private property or to create an unconstitutional taking.

Where more than one reasonable interpretation exists, the interpretation that is consistent with Florida law while preserving significant tree resources shall be preferred.

ARTICLE IV

TREE PERMITS AND ADMINISTRATIVE PROCEDURES

DIVISION 1.

Permit Requirements

Sec. 15-23. Tree Permit Required.

Except as otherwise provided in this Article, a Tree Permit shall be required for:

1. Removal of a Protected Tree.
2. Removal of a Heritage Tree.
3. Development activity within the Tree Protection Zone of a Protected or Heritage Tree.
4. Construction resulting in substantial disturbance of the Critical Root Zone of a Protected or Heritage Tree.
5. Relocation of a Protected or Heritage Tree.
6. Any activity specifically identified elsewhere in this Article as requiring a permit.

No permit shall be required for activities expressly exempted by this Article or applicable Florida law.

Sec. 15-24. Permit Exemptions.

A Tree Permit shall not be required for:

1. Routine maintenance performed in accordance with ANSI A300 Standards.
2. Removal of dead or diseased limbs.
3. Crown cleaning, structural pruning, or crown restoration.
4. Removal of invasive species identified by the Town.
5. Emergency removal authorized under Section 15-31.
6. Utility vegetation management plan adopted by the Town of Micanopy or any such plan authorized by state law.
7. Maintenance exempt under Florida law.
8. Removal of trees that do not meet the definition of a Protected Tree.
9. Protected trees within the 20' envelope of an existing, permanent residential unit
10. Heritage trees within a 10' envelope of existing, permanent residential units
11. Silvicultural operations utilizing Best Management Practices as published by the Florida Department of Agriculture and Consumer Services, Florida Forest Service with an approved plan provided to the Town

Absence of a Tree Permit requirement does not exclude mitigation requirements.

DIVISION 2.

Permit Applications

Sec. 15-25. Application.

Applications shall be submitted to the Town Administrator on forms approved by the Town.

Applications shall include, as applicable:

1. Property address.
2. Property owner information.
3. Tree location.
4. Species.
5. Diameter at Breast Height (DBH).
6. Description of the proposed work.
7. Site sketch or survey.
8. Photographs.

9. Proposed mitigation, if required.
10. Arborist report, when required by Section 15-26.

The Town Administrator may waive information unnecessary for review of a particular application.

Sec. 15-26. Arborist Reports.

A report prepared by a Qualified Arborist may be required only when reasonably necessary to evaluate:

1. Heritage Trees.
2. Structural defects.
3. Hazard conditions.
4. Development impacts.
5. Root disturbance.
6. Alternative preservation measures to mitigate risk and impact

An arborist report shall not be required where the condition of the tree is readily apparent or sufficient information is otherwise available.

DIVISION 3.

Administrative Review

Sec. 15-27. Review Authority.

The Town Administrator shall review all applications for completeness and compliance with this Article.

The Town Administrator may:

1. Approve the application.
2. Approve the application with reasonable conditions.
3. Request additional information.
4. Deny the application.

The Town Administrator may consult the Town Arborist or another Qualified Arborist whenever specialized expertise is needed.

Sec. 15-28. Review Standards.

Permit decisions shall be based upon competent substantial evidence and the following factors, as applicable:

1. Tree health.
2. Structural condition.
3. Species.
4. Size.
5. Historic significance.
6. Public safety.
7. Development impacts.
8. Alternatives to removal.
9. Recommendations of a Qualified Arborist.
10. Applicable provisions of Florida law.
11. Location/proximity to Historic Streetscapes or similar historic assets

No permit shall be denied solely because a tree contributes to neighborhood aesthetics.

Sec. 15-29. Conditions of Approval.

The Town Administrator may impose reasonable conditions necessary to minimize impacts on protected trees, including:

1. Tree protection fencing.
2. Root protection measures.
3. Timing of construction.
4. Replacement planting.
5. Mitigation.
6. Arborist monitoring.

Conditions shall be directly related to the proposed activity.

Sec. 15-30. Time for Decision.

Complete applications shall be reviewed within:

- Ten (10) business days for routine applications.
- Twenty (20) business days when consultation with a Qualified Arborist is required.

If additional information is requested, the review period shall be suspended until the requested information is received.

DIVISION 4.

Emergency Actions

Sec. 15-31. Emergency Removal.

A tree presenting an imminent threat to life, public safety, or significant property damage may be removed without prior approval.

When practicable, the property owner shall:

1. Photograph the tree before removal.
2. Retain documentation supporting the emergency.
3. Notify the Town within five (5) business days if the tree would otherwise have required a permit.

The Town Administrator may request documentation from a Qualified Arborist to verify the emergency condition.

Sec. 15-32. Emergency Authorization.

When immediate action is necessary to protect public safety or critical public infrastructure, the Town Administrator may authorize emergency work without prior permit issuance.

The basis for the emergency determination shall be documented as required by Florida Statute section 163.0454 filed with the city within 2 weeks.

DIVISION 5.

Permit Duration and Appeals

Sec. 15-33. Permit Expiration.

Unless otherwise stated, a Tree Permit shall expire one (1) year after issuance.

The Town Administrator may grant one extension upon a showing of good cause.

Sec. 15-34. Appeals.

Any person aggrieved by a final administrative decision under this Article may appeal the decision to the Town Commission within thirty (30) days.

The Town Commission shall review:

1. The administrative record.
2. Applicable law.
3. Competent substantial evidence presented by the parties.

The Commission may affirm, reverse, modify, or remand the decision.

The Commission's decision shall constitute final administrative action.

Sec. 15-35. Administrative Waivers.

The Town Administrator may approve minor deviations from technical requirements when the deviation:

1. Furthers the purposes of this Article.
2. Does not adversely affect public safety.
3. Protects the health of the affected tree.
4. Is supported by accepted arboricultural practices.

Administrative waivers shall not waive requirements imposed by state law or materially reduce the protections established by this Article.

ARTICLE V

ADMINISTRATION AND ENFORCEMENT

DIVISION 1.

Administration

Sec. 15-36. Administration.

Except where authority is expressly reserved to the Town Commission, the Town Administrator shall administer and enforce this Article.

The Town Administrator may:

1. Review and act upon permit applications.
 2. Interpret and administer this Article.
 3. Consult with the Town Arborist or other qualified professionals.
 4. Conduct or authorize inspections as permitted by law.
 5. Approve mitigation measures and permit conditions authorized by this Article.
 6. Issue written administrative determinations.
 7. Delegate ministerial duties to qualified Town employees.
-

Sec. 15-37. Town Arborist.

The Town Administrator may retain or designate a Qualified Arborist to assist in administering this Article.

The Town Arborist may:

1. Evaluate tree health and structural condition.
2. Review arborist reports.
3. Conduct tree risk assessments.
4. Recommend preservation or mitigation measures.
5. Provide technical advice to the Town Administrator and Town Commission.

The Town Arborist serves in an advisory capacity and shall not issue permits unless specifically authorized by the Town Administrator.

Sec. 15-38. Professional Consultation.

When specialized expertise is required, the Town Administrator may consult with qualified professionals, including:

1. ISA Certified Arborists.
2. Landscape Architects.
3. Professional Engineers.
4. Foresters
5. Environmental professionals.
6. Historic preservation specialists.

Professional recommendations may be considered in administrative decisions but shall not replace the Town Administrator's authority.

DIVISION 2.

Tree Advisory Committee

Sec. 15-39. Establishment.

The Tree Advisory Committee is established as an advisory body to the Town Commission.

Sec. 15-40. Duties.

The Committee may advise the Town Commission regarding:

1. Urban forestry initiatives.
 2. Heritage Tree nominations.
 3. Historic Streetscape planning.
 4. Public education.
 5. Arbor Day and Tree City USA activities.
 6. Municipal tree planting programs.
 7. Long-range canopy planning.
-

Sec. 15-41. Limitations.

The Committee shall have no authority to:

1. Regulate private property.
2. Issue or deny permits.
3. Interpret this Article.
4. Conduct enforcement actions.
5. Direct Town employees.
6. Supervise contractors.
7. Enter private property without lawful authority.

All recommendations of the Committee are advisory unless adopted by the Town Commission.

DIVISION 3.

Inspections

Sec. 15-42. Inspections.

The Town may inspect property subject to a permit issued under this Article to determine compliance with permit conditions.

Inspections of private property shall occur only:

1. With the consent of the owner or occupant;
2. Pursuant to lawful administrative authority;
3. Pursuant to a valid warrant; or
4. As otherwise authorized by law.

Nothing in this Article authorizes entry onto private property in violation of constitutional protections.

DIVISION 4.

Violations

Sec. 15-43. Violations.

It shall be unlawful to:

1. Remove a Protected Tree or Heritage Tree without a required permit.
2. Violate a condition of an approved Tree Permit.
3. Intentionally damage or destroy a Protected Tree or Heritage Tree.
4. Remove or alter required tree protection fencing during construction.
5. Submit materially false information in support of an application under this Article.

Sec. 15-44. Stop Work Orders.

When work is being performed in violation of this Article, the Town Administrator may issue a written Stop Work Order applicable only to the portion of the work affecting protected trees.

Work may resume when the violation has been corrected or authorization is granted by the Town Administrator.

Sec. 15-45. Corrective Action.

As a condition of resolving a violation, the Town Administrator may require one or more of the following:

1. Replacement planting.
2. Additional tree protection measures.
3. Corrective pruning.
4. Soil restoration.
5. Arborist monitoring.
6. Other reasonable mitigation directly related to the violation.
7. Fines

Corrective measures shall be proportional to the nature and extent of the violation.

DIVISION 5.

Enforcement

Sec. 15-46. Remedies.

Violations of this Article may be enforced through any lawful means authorized by the Town Code and Florida law, including:

1. Code enforcement proceedings.
2. Civil citations, if authorized by ordinance.
3. Injunctive relief.
4. Other remedies authorized by law.

The remedies provided by this Article are cumulative.

Sec. 15-47. Administrative Interpretation.

Questions regarding the interpretation of this Article shall be decided by the Town Administrator after consultation with the Town Attorney when appropriate.

Interpretations shall be:

1. Consistent with the purpose of this Article;

2. Based upon objective standards;
3. Consistent with applicable law.

Sec. 15-48. Liability.

Nothing contained in this Article shall be construed to:

1. Create a duty upon the Town to inspect or maintain trees located on private property;
2. Relieve a property owner of responsibility for maintaining trees located on private property; or
3. Impose liability upon the Town for failure to identify or correct hazardous tree conditions on private property.

ARTICLE VI

MITIGATION AND REPLACEMENT

DIVISION 1.

Purpose

Sec. 15-49. Purpose.

The purpose of this Article is to establish uniform standards for mitigation when removal of Protected Trees or Heritage Trees is authorized under this Article.

Mitigation shall reasonably offset the loss of tree canopy while recognizing the practical limitations of individual sites and protecting private property rights.

Mitigation requirements shall be proportional to the impacts of the approved activity.

Protected trees shall be replaced on the same lot or adjacent lot/s under common ownership based on the size of the tree proposed to be removed at rates in the chart below

Heritage Trees shall be replaced on the same lot or adjacent lot/s under common ownership at a rate of 1" caliper replacement trees for every 1" of DBH. Replacement trees shall not exceed 3" in caliper each

If it is demonstrated by the applicant that it is not feasible to provide all or some of the required replacement trees on the same lot or adjacent lot/s under common ownership, then a fee in lieu of replacement shall be made to the Town's Tree Mitigation Fund. This payment shall be made prior to issuance of the tree removal permits or certificate of occupancy for any building related to an approved site plan.

Size of Removed Tree (DBH)	Number of Replacement Trees Required	Tree Mitigation Fee In lieu of Replacement
8" - 17.9"	Replacement tree = 3" caliper	\$300/tree removed
18"-29.9"	Replacement trees = 16" caliper	\$2400/tree removed
>/=30"-	1" for 1"	\$100/ inch removed

DIVISION 2.

Replacement Trees

Sec. 15-50. Replacement Required.

Removal of a Protected Tree or Heritage Tree may require replacement planting unless:

1. Replacement is impracticable because of site limitations;
2. The tree was removed due to an emergency;
3. Replacement is prohibited by another governmental agency; or
4. The Town Administrator determines mitigation is unnecessary based on Evaluation Criteria of trees to be removed.

Sec. 15-51. Replacement Standards.

Replacement trees shall:

1. Be a species suitable for the site.
2. Be native or well-adapted to North Central Florida.

3. Meet the current Florida Grades and Standards for Nursery Plants Florida # 1 quality
4. Be installed according to accepted arboricultural practices.

Unless otherwise approved, replacement trees shall be a minimum of

- 1.5" inch caliper for deciduous trees; or
- Six (6) feet in height for conifers.
- Replacement trees shall not exceed 3" in and shall not be less than 1" in caliper.

Sec. 15-52. Species Selection.

Priority shall be given to species that contribute to Micanopy's historic canopy, including:

- Live Oak
- Native White Oak Species
- Southern Magnolia
- Bald Cypress
- Red Cedar
- American Elm
- Native Hickories
- Long Leaf Pine
- American Holly
- Florida Maple
- Red Maple
- Hop Hornbeam
- Other native canopy species approved by the Town.

The Town Administrator may approve alternative species where site conditions warrant.

DIVISION 3.

Mitigation

Sec. 15-53. Mitigation.

When replacement planting alone will not reasonably compensate for the loss of canopy, additional mitigation may be required.

Mitigation may include:

1. Additional replacement trees;

2. Preservation of existing mature trees;
3. Enhanced tree protection during construction;
4. Soil improvement;
5. Root zone restoration;
6. Other comparable measures approved by the Town Administrator.
7. Fee in lieu payments based on the cost of replacement

Mitigation shall be reasonably related to the impacts of the approved activity.

Sec. 15-54. Preservation Credit.

The Town Administrator may reduce mitigation requirements when an applicant preserves existing mature Protected Trees beyond those otherwise required to remain based on Evaluation criteria established in Sec. 15-16 and Sec 15-28.

Credit may also be granted for:

- preservation of Heritage Trees;
 - exceptional tree protection measures;
 - preservation of significant canopy coverage.
-

DIVISION 4.

Alternative Compliance

Sec. 15-55. Alternative Compliance.

Where replacement planting cannot reasonably occur on the subject property, the Town Administrator may approve one or more of the following:

1. Off-site planting on Town property;
2. Planting on other property approved by the Town;
3. Fee in-lieu payment to a Town tree mitigation established by the Town Commission;
4. Mitigation by fee in lieu of replacement payment. (1) If relocation or mitigation by replacement are not feasible, a fee may be paid to the Town of Micanopy in lieu of replacement planting prior to issuance of a Permit. (2) Replacement trees may be satisfied by a fee-in-lieu payment to the Town of Micanopy for the purchase and relocation of a like tree. The payment amount shall be in the fee schedule and based on the average cost of the purchase, installation, and maintenance for one (1) year of an equivalent number of replacement trees or actual cost of removing and replanting protected trees.

5. Town establishes a Tree Mitigation Fund and adopts a resolution on how to use those funds

Sec. 15-56. Timing.

Required replacement trees shall be planted:

1. Prior to issuance of a Certificate of Occupancy;
2. Prior to final inspection; or
3. Within a reasonable period established by the Town Administrator.

Where seasonal conditions make planting impractical, the Town Administrator may extend the planting deadline.

Sec. 15-57. Maintenance.

Replacement trees shall be maintained in healthy condition for two (2) years following planting.

Trees that die during the maintenance period shall be replaced or pay a fee in lieu of replacement of tree removed

Replacement shall not be required when loss results solely from hurricanes, floods, lightning, or other natural disasters beyond the control of the property owner.

ARTICLE VII

MUNICIPAL URBAN FOREST

Sec. 15-58. Urban Forest Policy.

The Town recognizes its urban forest as an important public asset contributing to Micanopy's historic character, environmental quality, public safety, and quality of life.

The Town shall promote responsible stewardship of public trees through sound arboricultural practices, long-term planning, and succession planting.

Sec. 15-59. Municipal Tree Management.

Subject to available funding, the Town shall:

1. Inspect and maintain Town-owned trees.
 2. Remove hazardous public trees.
 3. Replace public trees when practical.
 4. Preserve historic canopy corridors.
 5. Utilize qualified arborists when specialized expertise is required.
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Sec. 15-60. Urban Forest Management Plan.

The Town Administrator may prepare and periodically update an Urban Forest Management Plan addressing:

- public tree inventory;
 - maintenance priorities;
 - replacement planting;
 - canopy preservation;
 - grant opportunities; and
 - long-term management objectives.
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The Management Plan is intended as an administrative planning document and does not create regulatory requirements applicable to private property.

Sec. 15-61. Historic Streetscape Management.

The Town shall encourage coordinated maintenance and succession planting within designated Historic Streetscapes to preserve the continuity of the historic canopy.

Sec. 15-62. Public Education.

The Town may promote educational programs regarding proper tree care, Arbor Day, Tree City USA participation, and voluntary preservation of significant trees.