



Town Commission Regular Meeting Agenda

Monday, November 10, 2025 at 7:00 PM

706 NE Cholokka BLVD

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

CONSENT AGENDA

1. Agenda Approval
2. Regular Commission Meeting Minutes of October 14, 2025

GUESTS

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

CITIZEN'S FORUM

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

TOWN COMMISSION LIAISON REPORTS

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

CITIZEN BOARD AND COMMITTEE REPORTS

8. Planning and Historic Preservation Board
9. Tree Committee

TOWN ATTORNEY REPORT

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

10. Financial Reporting for Period Ending September 30, 2025
11. Financial Reporting for Period Ending October 31, 2025

TOWN ADMINISTRATOR REPORT

12. Town Administrator Report

NEW BUSINESS

13. Road Paving Proposal for NE 6th Ave

UNFINISHED BUSINESS

14. Agreement with Micanopy Athletic Association

For the period of March 1, 2025, through February 28, 2029

TOWN COMMISSIONER REPORTS

15. Commissioner (Seat 1) Judy Galloway

16. Commissioner (Seat 3) David Massey

17. Commissioner (Seat 4) Kevin Putansu

18. Commissioner (Seat 5) Ken Wessberg

MAYOR (SEAT 2) JIANA WILLIAMS REPORT

ADJOURN

PLEASE NOTE: PURSUANT TO SECTION 286.015, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, A PERSON WITH DISABILITIES NEEDING ANY SPECIAL ACCOMODATIONS TO PARTICIPATE IN TOWN MEETINGS SHOULD CONTACT THE TOWN ADMINISTRATOR, 706 NE CHOLOKKA BLVD., MICANOPY, FLORIDA 32667-0137, TELEPHONE (352) 466-3121.



Town Commission Regular Meeting Minutes

Tuesday, October 14, 2025 at 7:00 PM

706 NE Cholokka BLVD

CALL TO ORDER

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

INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG

ROLL CALL

Commissioners:

Mayor Jiana Williams, present

Mayor Pro Tem Kevin Putansu, present

Commissioner Judy Galloway, present

Commissioner David Massey, present

Commissioner Ken Wessberg, present

Town Staff:

Town Attorney A. Derek Folds, absent with notice

Town Administrator Sara Samario, present

Deputy Town Clerk Patty Polk, present

CONSENT AGENDA

Motion made and seconded (Galloway/Putansu) to approve the consent agenda as submitted; passed 5-0

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

GUESTS

5. Micanopy Branch Library Update
Unavailable

6. Willie Mae Stokes Community Center

Bishop Christopher Stokes gave a verbal report. All is going well.

They will host a Thanksgiving feast on November 22, 2025, at the new church, 815 N Division St.

CITIZEN'S FORUM

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

Carolyn Crass, thanked the commission for the sound system.

Patty Crass, would like to donate to the Thanksgiving Feast. She should reach out to the Willie Mae Stokes Community Center to donate.

Aaron Weber, thanked for the support and landscaping at the Gazebo.

Bud DesForges, reminded everyone of the Trunk or Treat event on October 24, 2025

Ms Sheffield, Alachua County Sheriff's Department. They are excited about the support from the Children's Trust; they are partnering with the community to show they are here and here to assist. The Sheriff's Department will be at each town in Alachua County during spring break, focusing on having fun with literacy. Stop by their booth at the Fall Festival to say hello.

Sandy Newman, the Plant Exchange is on Saturday, October 18, 2025, from 11:00 am to 2:00 pm. They will have plants to give or exchange, as well as baked goods for sale.

Newman - next Tuesday, October 21, 2025, at 6:00 pm, we will have an organizational Community Garden meeting upstairs. Fliers are available at the door and posted throughout the Town.

Stoney Slaton, is glad that the town was able to get a sound system, and questioned if streaming is in our future. Mayor Williams stated that this is not in our near future as it would require more personnel to operate.

Slaton brought up the need for a street sign on the corner of Ocala/Division St. Town staff will address this soon. Also need the stop bar painted on Seminary Ave on the Corner of County road 234, Micanopy.

TOWN COMMISSION LIAISON REPORTS

7. Alachua County League of Cities

Mayor Williams stated that Alachua County League of Cities meeting is coming up soon.

8. Alachua County Children's Trust

Mayor Williams stated that the billboards are up and visible. The impacts of opioids on our children's lives are immense, and we are trying to reverse this.

9. Thrasher Warehouse Board

Commissioner Wessberg gave a verbal report. The Thrasher Warehouse board discussed maintenance of the new Town signs. Administrator Owen stated that we have oil for the signs, and it is on our maintenance schedule.

CITIZEN BOARD AND COMMITTEE REPORTS

10. Planning and Historic Preservation Board

Administrator Samario gave a verbal report. A certificate of appropriateness was heard at the regular meeting and approved. A special-called meeting was held on October 7, 2025, regarding the Micanopy Area Cooperative School (MACS) preliminary site plan and special use application. The site plan was approved with three conditions, and the special use permit was tabled.

11. Tree Committee

Paul Cohen, Tree Committee Member, gave a verbal report. Mr. Cohen discussed the live oak on Tangerine St on the proposed site of Micanopy Area Cooperative School (MACS). MACS has agreed to adhere to the tree protection zone.

TOWN ATTORNEY REPORT

Nothing to report

REVIEW AND ACCEPTANCE OF FINANCIAL TRANSACTIONS AND REPORTS

12. Presentation of the 2024 Fiscal Year Audit

Noah Leonard, James Moore & Co, gave a written and verbal report. Discussion ensued.

13. Emergency Purchases

Administrator Samario discussed an emergency purchase. We hired an external planner with EDA, and we felt it was a necessary purchase. This gave us two planners to review the MACS site plan.

TOWN ADMINISTRATOR REPORT

14. Report

Informational Only

Administrator Samario gave a verbal report. The residential structure on the annex property is looking good. Discussions are needed soon on this structure and the Fire Station.

Micanopy Native American Preservation Park, residential structure may be discussed at the next potluck dinner on November 17, 2025, at 6:00 pm.

The fire station should remain open, and we can host a workshop there to discuss its future.

Add a Fire Department discussion at a one-hour workshop on November 10, 2025, at 6:00 pm. Details will be emailed to our residents.

Discussion ensued at length.

The broadband expansion has caused some expected damage. Cox is under a deadline to be available by Thanksgiving.

15. Forward Focus Participation

Administrator Samario discussed Forward Focus and the Eastern Alachua County Community Bulletin. They need participation; will provide food, and we need more people to sign up; they are looking for support.

16. Proposed Lift Purchase

Ring Power has loaned a lift to public works for testing. Commissioner Wessberg was instrumental in getting the used lift tested and has received a quote to purchase. This lift is a 2007 model and has been 100% rebuilt.

Motion made and seconded (Wessberg/Galloway) to approve the purchase of the Ring Power machine contingent upon staff approval of the lift; passed 5-0

17. Task Order with EDA

Motion made and seconded (Massey/Putansu) to approve the task order with EDA and not to exceed \$2,225.00; passed 5-0

NEW BUSINESS

18. Consideration of Counteroffer for Land Purchase – Community Resource Center (CDBG-CV grant)

Land purchase for the future community center. Discussion ensued at length.

Motion made and seconded (Massey/Putansu) to purchase the property on the corner of Cholokka Blvd/Hwy 441 for \$120,000 as counter offered by Mark Gregg, owner, to build a community center next to the new library building; passed 5-0

19. Purchase Approval for Traffic Control Devices

Traffic control devices.

Discussion ensued.

Motion made and seconded (Galloway/Putansu) to approve purchasing the traffic control devices, not to exceed, \$2,500.00; passed 5-0

20. Agreement with North Central Florida Regional Planning Council (NCFRPC) for Planning Services for fy26

Motion made and seconded (Massey/Galloway) to approve the contract with NCFRPC for planning service for FY26; passed 5-0

21. Agreement with Micanopy Athletic Association

Discussion ensued at length.

Tabled until next month.

UNFINISHED BUSINESS

22. Woodard & Curran Presentation

Discussion ensued at length.

Mike New, Woodard and Curran, gave a presentation.

Commission discussion. Citizens discussion.

Motion made and seconded (Massey/Galloway) to move forward with option 2 to authorize the town administrator to move forward with this project; passed 5-0

TOWN COMMISSIONER REPORTS

23. Commissioner (Seat 1) Judy Galloway

Commissioner Galloway gave good advice to be careful when attending Halloween and the Fall Festival.

24. Commissioner (Seat 3) David Massey

Commissioner Massey thanked everyone for attending and it has been a long meeting.

25. Commissioner (Seat 4) Kevin Putansu

Mayor Pro Tem Putansu announced a food and toiletries drive for the pantry. You can leave donations on his porch, 206 NW Ogehoee St. Patty Polk will email the notice to residents.

26. Commissioner (Seat 5) Ken Wessberg

Commissioner Wessberg discussed Marlene Oberst service was very nice, she was a 45 year store owner in Micanopy. He will donate a bench in her memory.

MAYOR (SEAT 2) JIANA WILLIAMS REPORT

Mayor Williams gave her thoughts for the day. Trunk or treat will be on Cholokka Blvd by Jems Originals; join the fun.

ADJOURN

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Mayor Williams adjourned the meeting at 9:50 pm

Town of Micanopy, Florida

General Fund

For period ending September 30, 2025

	Actual	Budget	Balance	% Received
	2025			
<u>Revenues</u>				
Taxes				
Ad Valorem	\$238,638	\$238,589	-\$49	100%
Fuel Taxes				
Fuel Tax - First Local	\$35,128	\$35,000	-\$128	100%
Fuel Tax - Second Local	\$25,267	\$25,000	-\$267	101%
Half-cent sales tax	\$43,187	\$40,000	-\$3,187	108%
Franchise fees				
Electricity - Duke Energy	\$56,275	\$55,000	-\$1,275	102%
Utility Service taxes				
Electricity - Duke Energy	\$71,990	\$53,000	-\$18,990	136%
Propane	\$3,712	\$3,000	-\$712	124%
Communications	\$33,287	\$25,000	-\$8,287	133%
Total Taxes	\$507,484	\$474,589	-\$32,895	
Licenses and permits				
Occupational - Businesses	\$1,330	\$2,200	\$870	60%
Occupational License - Landlord	\$800	\$2,000	\$1,200	40%
Occupational License - Insur Co	\$0	\$1,500	\$1,500	0%
Permits - Zoning Compliance	\$3,700	\$1,750	-\$1,950	211%
Permits - Special Events	\$0	\$500	\$500	0%
Land Use	\$1,200	\$200	-\$1,000	600%
Total Licenses/permits	\$7,030	\$8,150	\$1,120	
Intergovernmental				
Wild Spaces Public Places	\$48,321	\$44,000	-\$4,321	110%
Other Infrastructure Surtax	\$48,321	\$44,000	-\$4,321	110%
Fines - Civil Traffic	\$25,058	\$14,000	-\$11,058	179%
Mobile Home Licenses	\$294	\$300	\$6	98%
Alcoholic Beverage Licenses	\$1,126	\$1,000	-\$126	113%
Traffic Signal Maintenance	\$975	\$950	-\$25	103%
Highway Lighting	\$5,066	\$0	-\$5,066	
State Shared revenues	\$30,493	\$23,500	-\$6,993	130%
Total Intergovernmental	\$159,654	\$127,750	-\$31,904	

Town of Micanopy, Florida

For period ending September 30, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
Other				
Interest	\$79,947	\$75,000	-\$4,947	107%
Rents	\$4,143	\$5,400	\$1,257	77%
Misc Revenue	\$2,238	\$1,500	-\$738	149%
Other Reimbursements	\$29,757	\$1,200	-\$28,557	2480%
Prior Year WSPP Restricted	\$0	\$25,000	\$25,000	0%
Prior Year Restricted	\$0	\$0	\$0	
CDBG-CV Grant	\$0	\$2,934,000	\$2,934,000	0%
Grants	\$0	\$350,000	\$350,000	0%
Insurance Reimbursements	\$2,660	\$0	-\$2,660	
Total Other	\$118,745	\$3,392,100	\$3,273,355	
Charges for Services				
Transfer in				
Water	\$0	\$0	\$0	
Total Other Financing source	\$0	\$0	\$0	
Total Revenues/Other	\$792,913	\$4,002,589	\$3,209,676	

Town of Micanopy, Florida

For period ending September 30, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
<u>Expenditures</u>				
<u>Town Commission</u>				
Personnel Services				
Salaries	\$36,400	\$33,600	-\$2,800	108%
FICA	\$2,446	\$2,083	-\$363	117%
Medicare	\$572	\$487	-\$85	117%
Other Post Employment Benefits	\$3,058	\$2,650	-\$408	115%
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Total Salaries and Benefits	\$42,477	\$38,820	-\$3,656	
Operating Expenses				
Professional Development	\$6,298	\$5,500	-\$798	115%
Capital Outlay	\$0	\$0	\$0	
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Total Operating Expenses	\$6,298	\$5,500	-\$798	
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Total Town Commission	\$48,775	\$44,320	(\$4,454)	

Town of Micanopy, Florida

For period ending September 30, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
<u>Town Administrator / Clerk</u>				
Personnel Services				
Salaries	\$75,162	\$75,161	-\$1	100%
Overtime	\$2,086	\$2,500	\$414	83%
Health Insurance	\$15,570	\$13,500	-\$2,070	115%
FICA	\$4,789	\$4,815	\$26	99%
Medicare	\$1,120	\$1,126	\$6	99%
Professional Development	\$1,288	\$2,500	\$1,212	52%
Total Salaries and Benefits	\$100,015	\$99,602	-\$413	
Operating expenses				
Workers Comp	\$800	\$900	\$100	89%
Office Supplies	\$1,620	\$500	-\$1,120	324%
Dues and Publications	\$1,133	\$1,500	\$367	76%
Capital Outlay	\$0	\$0	\$0	
Total Operating Expenses	\$3,553	\$2,900	-\$653	
Total Town Administrator	\$103,568	\$102,502	-\$1,066	

Town of Micanopy, Florida

For period ending September 30, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>General Government Operating</u>				
Operations				
Insurance - Liability	\$6,758	\$7,500	\$742	90%
Insurance - Property	\$22,441	\$25,000	\$2,559	90%
Office Equipment Maintenance	\$3,633	\$3,500	-\$133	104%
Building Maintenance	\$47,029	\$47,500	\$471	99%
Utilities				
Electric - Town Hall	\$12,434	\$12,000	-\$434	104%
Electric - Museum	\$1,157	\$1,000	-\$157	116%
Electric - Archive	\$2,294	\$1,600	-\$694	143%
Electric - Cemetery	\$490	\$500	\$10	98%
Electric - Fire Station	\$6,002	\$5,000	-\$1,002	120%
Telephone - Town Hall	\$3,825	\$2,100	-\$1,725	182%
Internet	\$2,789	\$2,500	-\$289	112%
Operating Supplies	\$4,843	\$6,500	\$1,657	75%
Office Supplies	\$7,154	\$4,500	-\$2,654	159%
Postage	\$519	\$1,000	\$481	52%
Elevator Service	\$5,470	\$2,500	-\$2,970	219%
Janitorial Supplies	\$566	\$250	-\$316	226%
Pest & Termite Control	\$4,883	\$3,000	-\$1,883	163%
Contracted Services	\$13,800	\$10,000	-\$3,800	138%
Professional Services				
IT	\$7,556	\$8,500	\$944	89%
Auditor	\$18,628	\$5,000	-\$13,628	373%
Engineering / Surveying	\$750	\$3,000	\$2,250	25%
Janitorial	\$7,700	\$6,600	-\$1,100	117%
Dues and Publications	\$1,117	\$1,200	\$83	93%
Promotional	\$2,628	\$5,500	\$2,872	48%
Capital Outlay - Other Infrastructure	\$25,308	\$0	-\$25,308	
CDBG-CV Grant	\$0	\$934,000	\$934,000	0%
Capital Outlay - CDBG-CV Grant	\$0	\$2,000,000	\$2,000,000	0%
General Govt Operations	\$209,774	\$3,099,750	\$2,889,976	

Town of Micanopy, Florida

For period ending September 30, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Legal</u>				
Contractual- City Attorney	\$39,090	\$38,000	-\$1,090	103%
Advertisement	\$3,397	\$4,000	\$603	85%
Total Legal	\$42,487	\$42,000	-\$487	
<u>Land Development Planning</u>				
Contractual - Planning Services	\$7,000	\$7,000	\$0	100%
Advertisement	\$260	\$1,500	\$1,240	17%
Total and Development Planning	\$7,260	\$8,500	\$1,240	
<u>Elections</u>				
Expenses	\$0	\$0	\$0	
Advertising	\$0	\$0	\$0	
Postage	\$0	\$0	\$0	
Total Elections	\$0	\$0	\$0	
Total General Government	\$411,864	\$3,297,072	\$2,885,208	
<u>Public Works</u>				
<u>Personnel Services</u>				
Salaries	\$32,422	\$66,269	\$33,847	49%
Health Insurance	\$11,637	\$22,000	\$10,363	53%
Overtime	\$902	\$2,438	\$1,536	37%
Part-Time	\$36,855	\$26,480	-\$10,375	139%
FICA	\$4,351	\$5,902	\$1,551	74%
Medicare	\$1,018	\$1,380	\$362	74%
Retirement	\$0	\$0	\$0	
Uniforms	\$0	\$0	\$0	
Total Salaries and Benefits	\$87,185	\$124,469	\$37,284	

Town of Micanopy, Florida

For period ending September 30, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
Operating expenses				
Street Lights	\$20,989	\$18,000	-\$2,989	117%
Insurance - Auto	\$2,301	\$3,000	\$699	77%
Insurance - Liability	\$450	\$600	\$150	75%
Insurance - Property	\$5,050	\$5,200	\$150	97%
Workmans Comp	\$4,600	\$5,000	\$400	92%
School Signal Maintenance	\$0	\$650	\$650	0%
Repairs and Maint- Equip	\$2,322	\$1,500	-\$822	155%
Operating Supplies	\$8,314	\$7,000	-\$1,314	119%
Uniforms	\$280	\$300	\$20	93%
Professional Development	\$0	\$0	\$0	
Vehicle Repair / Maintenance	\$114	\$750	\$636	15%
Fuel	\$5,617	\$4,750	-\$867	118%
Street Maintenance	\$3,235	\$6,500	\$3,265	50%
Tree Removal	\$1,800	\$7,500	\$5,700	24%
Contract Services	\$0	\$7,500	\$7,500	0%
Capital Outlay	\$4,600	\$5,000	\$400	92%
Total Operating Supplies	\$59,672	\$73,250	\$13,578	
Total Public Works	\$146,857	\$197,719	\$50,862	
<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 September 30, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Parks</u>				
Operating expenses				
Utilities - parks	\$9,092	\$8,000	-\$1,092	114%
Insurance - Property	\$2,217	\$3,000	\$783	74%
Maintenance & Repairs	\$1,554	\$2,000	\$446	78%
Operating Supplies	\$4,714	\$3,200	-\$1,514	147%
Tree City	\$567	\$550	-\$17	103%
Special Events - Independence Day	\$7,475	\$7,500	\$25	100%
Special Event - Light up Micanopy	\$570	\$600	\$30	95%
Special Event -Halloween	\$445	\$500	\$55	89%
Special Event - Other Events	\$0	\$750	\$750	0%
Wild Spaces Public Places	\$273	\$0	-\$273	
Capital Outlay - WSPP	\$67,879	\$375,000	\$307,121	18%
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Total Parks	\$94,786	\$401,100	\$306,314	
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Total Expenditures	\$788,507	\$4,030,891	\$3,242,385	
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Net Revenue Over Expenses	\$4,406	(\$28,302)	(\$32,709)	
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Town of Micanopy, Florida

Solid Waste Fund

For period ending September 30, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Revenues</u>				
Charges				
Solid Waste Charges	\$108,734	\$121,303	\$12,569	90%
Total Charges	\$108,734	\$121,303	\$12,569	
Total Revenues	\$108,734	\$121,303	\$12,569	
<u>Expenditures</u>				
Contractual Services - Residential	\$69,742	\$66,900	-\$2,842	104%
Contractual Services - Commercial	\$49,355	\$48,253	-\$1,102	102%
Operating Supplies	\$0	\$150	\$150	0%
Transfer to Water Fund	\$0	\$6,000	\$6,000	0%
Total Expenditures	\$119,097	\$121,303	\$2,206	
Net Revenue Over Expenses	-\$10,363	\$0	\$10,363	

Town of Micanopy, Florida

Water Fund

For period ending September 30, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
Revenues				
Operating Income				
Charges				
Water Use	\$179,003	\$167,600	-\$11,403	107%
Service Charge	\$9,330	\$5,000	-\$4,330	187%
Backflow Testing	\$3,611	\$0		
New Connection	\$4,500	\$0	-\$4,500	
Interest	\$11,093	\$8,000	-\$3,093	139%
Total Charges	\$207,537	\$180,600	-\$23,326	
Other				
Transfer from Solid Waste	\$0	\$6,000	\$6,000	0%
SRF Grant / Loan - Planning & Design	\$75,000	\$252,500	\$177,500	30%
SRF Grant / Loan - construction	\$0	\$1,550,000	\$1,550,000	0%
Prior year ARPA	\$0	\$301,542	\$301,542	0%
Total Other	\$75,000	\$2,110,042	\$2,029,042	
Total Revenues	\$282,537	\$2,290,642	\$2,005,716	

Expenditures

Personnel Services

Salaries - Operation	\$81,002	\$76,500	-\$4,502	106%
Overtime	\$5,330	\$5,000	-\$330	107%
Health Insurance	\$11,637	\$10,000	-\$1,637	116%
FICA	\$5,353	\$5,053	-\$300	106%
Medicare	\$1,264	\$1,182	-\$82	107%
Retirement	\$1,875	\$1,950	\$75	96%
Workers Comp	\$1,338	\$2,500	\$1,162	54%
Total personnel Services	\$107,799	\$102,185	-\$5,614	

Operating Expenses

Contractual Services

Water Operator	\$10,281	\$15,000	\$4,719	69%
Audit	\$0	\$5,000	\$5,000	0%
Annual Service Contract	\$12,011	\$12,500	\$489	96%
Backflow Prevention	\$0	\$4,500	\$4,500	0%
Billing Software	\$3,000	\$1,600	-\$1,400	188%
Professional Development	\$3,103	\$2,000	-\$1,103	155%
Postage	\$2,400	\$2,500	\$100	96%
Utilities - Electricity	\$6,511	\$7,200	\$689	90%
Utilities - Communication Line	\$620	\$1,000	\$380	62%

Town of Micanopy, Florida

For period ending September 30, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
Insurance				
Liability	\$300	\$500	\$200	60%
Property	\$5,500	\$6,500	\$1,000	85%
Maintenance				
Building	\$0	\$1,000	\$1,000	0%
Equipment	\$0	\$2,500	\$2,500	0%
Water Testing	\$5,503	\$3,000	-\$2,503	183%
Operating Supplies	\$5,997	\$3,500	-\$2,497	171%
Office Supplies	\$606	\$500	-\$106	121%
Chemicals	\$5,809	\$7,000	\$1,191	83%
Dues	\$1,274	\$1,500	\$226	85%
Total Operating Expense	\$62,915	\$77,300	\$14,385	
Total Personnel and Operating	\$170,714	\$179,485	\$28,770	
Other				
Capital	\$0	\$5,000	\$5,000	0%
Capital Improvement - Planning & Design	\$75,000	\$505,000	\$430,000	15%
Capital Improvement - Construction	\$0	\$1,585,000	\$1,585,000	0%
Transfer to General Fund	\$0	\$1,500	\$1,500	0%
Total Other Expenses	\$75,000	\$2,096,500	\$2,021,500	
Total Water Fund Expenses	\$245,714	\$2,275,985	\$2,050,270	
Net income/ (loss)	\$36,823	\$14,657	(\$44,554)	

Town of Micanopy, Florida

General Fund

For period ending October 31, 2025

	Actual	Budget	Balance	% Received
	<u>2025</u>			
<u>Revenues</u>				
Taxes				
Ad Valorem	\$666	\$253,813	\$253,147	0%
Fuel Taxes				
Fuel Tax - First Local	\$2,858	\$30,000	\$27,142	10%
Fuel Tax - Second Local	\$2,082	\$20,000	\$17,918	10%
Half-cent sales tax	\$3,133	\$40,000	\$36,867	8%
Franchise fees				
Electricity - Duke Energy	\$4,565	\$50,000	\$45,435	9%
Utility Service taxes				
Electricity - Duke Energy	\$6,375	\$60,000	\$53,625	11%
Propane	\$116	\$3,000	\$2,884	4%
Communications	\$2,961	\$30,000	\$27,039	10%
Total Taxes	\$22,756	\$486,813	\$464,057	
Licenses and permits				
Occupational - Businesses	\$40	\$800	\$760	5%
Occupational License - Landlord	\$40	\$500	\$460	8%
Occupational License - Insur Co	\$0	\$500	\$500	0%
Permits - Zoning Compliance	\$500	\$1,500	\$1,000	33%
Permits - Special Events	\$0	\$500	\$500	0%
Land Use	\$0	\$50	\$50	0%
Total Licenses/permits	\$580	\$3,850	\$3,270	
Intergovernmental				
Wild Spaces Public Places	\$2,685	\$44,000	\$41,315	6%
Other Infrastructure Surtax	\$2,685	\$44,000	\$41,315	6%
Fines - Civil Traffic	\$1,031	\$14,000	\$12,969	7%
Mobile Home Licenses	\$43	\$300	\$257	14%
Alcoholic Beverage Licenses	\$0	\$1,000	\$1,000	0%
Traffic Signal Maintenance	\$0	\$1,050	\$1,050	0%
Highway Lighting	\$0	\$5,100	\$5,100	0%
State Shared revenues	\$2,443	\$24,000	\$21,557	10%
Total Intergovernmental	\$8,887	\$133,450	\$124,563	

Town of Micanopy, Florida

For period ending October 31, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
Other				
Interest	\$2,330	\$65,000	\$62,670	4%
Rents	\$0	\$4,050	\$4,050	0%
Misc Revenue	\$65	\$1,000	\$935	7%
Other Reimbursements	\$0	\$1,000	\$1,000	0%
Prior Year WSPR Restricted	\$0	\$30,000	\$30,000	0%
Prior Year Restricted	\$0	\$42,798	\$42,798	
CDBG-CV Grant	\$0	\$2,934,000	\$2,934,000	0%
Grants	\$0	\$300,000	\$300,000	0%
Insurance Reimbursements	\$0	\$0	\$0	
Total Other	\$2,395	\$3,377,848	\$3,375,453	
Charges for Services				
Transfer in				
Water	\$0	\$1,500	\$1,500	
Total Other Financing source	\$0	\$1,500	\$0	
Total Revenues/Other	\$34,618	\$4,003,461	\$3,967,343	

Town of Micanopy, Florida

For period ending October 31, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
<u>Expenditures</u>				
<u>Town Commission</u>				
Personnel Services				
Salaries	\$2,800	\$33,600	\$30,800	8%
FICA	\$174	\$2,083	\$1,910	8%
Medicare	\$41	\$487	\$447	8%
Other Post Employment Benefits	\$235	\$2,650	\$2,415	9%
	<hr/>			
Total Salaries and Benefits	\$3,249	\$38,820	\$35,571	
Operating Expenses				
Professional Development	\$0	\$5,500	\$5,500	0%
Capital Outlay	\$0	\$0	\$0	
	<hr/>			
Total Operating Expenses	\$0	\$5,500	\$5,500	
	<hr/>			
Total Town Commission	\$3,249	\$44,320	\$41,071	

Town of Micanopy, Florida

For period ending October 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Town Administrator / Clerk</u>				
Personnel Services				
Salaries	\$5,955	\$100,658	\$94,703	6%
Overtime	\$350	\$2,500	\$2,150	14%
Health Insurance	\$1,231	\$14,850	\$13,619	8%
FICA	\$391	\$6,396	\$6,005	6%
Medicare	\$91	\$1,496	\$1,405	6%
Professional Development	\$0	\$2,500	\$2,500	0%
Total Salaries and Benefits	\$8,018	\$128,400	\$120,382	
Operating expenses				
Workers Comp	\$250	\$1,000	\$750	25%
Office Supplies	\$0	\$1,500	\$1,500	0%
Dues and Publications	\$0	\$1,500	\$1,500	0%
Capital Outlay	\$0	\$0	\$0	
Total Operating Expenses	\$250	\$4,000	\$3,750	
Total Town Administrator	\$8,268	\$132,400	\$124,132	

Town of Micanopy, Florida

For period ending October 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>General Government Operating</u>				
Operations				
Insurance - Liability	\$1,097	\$4,387	\$3,290	25%
Insurance - Property	\$4,652	\$18,607	\$13,955	25%
Office Equipment Maintenance	\$0	\$4,000	\$4,000	0%
Building Maintenance	\$0	\$5,000	\$5,000	0%
Utilities				
Electric - Town Hall	\$0	\$12,000	\$12,000	0%
Electric - Museum	\$0	\$1,200	\$1,200	0%
Electric - Archive	\$0	\$1,800	\$1,800	0%
Electric - Cemetery	\$0	\$550	\$550	0%
Electric - Fire Station	\$0	\$5,000	\$5,000	0%
Telephone - Town Hall	\$75	\$2,200	\$2,125	3%
Internet	\$190	\$2,600	\$2,410	7%
Operating Supplies	\$144	\$6,500	\$6,356	2%
Office Supplies	\$0	\$5,000	\$5,000	0%
Postage	\$0	\$500	\$500	0%
Elevator Service	\$631	\$2,500	\$1,869	25%
Janitorial Supplies	\$48	\$300	\$252	16%
Pest & Termite Control	\$366	\$3,500	\$3,134	10%
Contracted Services	\$167	\$12,500	\$12,333	1%
Professional Services				
IT	\$0	\$8,500	\$8,500	0%
Auditor	\$0	\$10,000	\$10,000	0%
Engineering / Surveying	\$0	\$3,000	\$3,000	0%
Janitorial	\$0	\$6,600	\$6,600	0%
Dues and Publications	\$0	\$1,200	\$1,200	0%
Promotional	\$25	\$3,000	\$2,975	1%
Capital Outlay - Other Infrastructure	\$8,930	\$50,000	\$41,070	
CDBG-CV Grant	\$0	\$925,500	\$925,500	0%
Capital Outlay - CDBG-CV Grant	\$0	\$2,000,000	\$2,000,000	0%
General Govt Operations	\$16,325	\$3,095,944	\$3,079,619	

Town of Micanopy, Florida

For period ending October 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Legal</u>				
Contractual- City Attorney	\$0	\$38,000	\$38,000	0%
Advertisement	\$0	\$4,000	\$4,000	0%
Total Legal	\$0	\$42,000	\$42,000	
<u>Land Development Planning</u>				
Contractual - Planning Services	\$0	\$7,000	\$7,000	0%
Advertisement	\$0	\$1,500	\$1,500	0%
Total and Development Planning	\$0	\$8,500	\$8,500	
<u>Elections</u>				
Expenses	\$0	\$3,500	\$3,500	
Advertising	\$0	\$100	\$100	
Postage	\$0	\$50	\$50	
Total Elections	\$0	\$3,650	\$3,650	
Total General Government	\$27,843	\$3,326,814	\$3,298,972	
<u>Public Works</u>				
<u>Personnel Services</u>				
Salaries	\$2,562	\$33,313	\$30,751	8%
Health Insurance	\$920	\$11,000	\$10,080	8%
Overtime	\$0	\$2,500	\$2,500	0%
Part-Time	\$4,362	\$61,737	\$57,375	7%
FICA	\$429	\$6,048	\$5,619	7%
Medicare	\$100	\$1,414	\$1,314	7%
Retirement	\$0	\$0	\$0	
Uniforms	\$0	\$300	\$300	
Total Salaries and Benefits	\$8,374	\$116,312	\$107,938	

Town of Micanopy, Florida

For period ending October 31, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
Operating expenses				
Street Lights	\$170	\$21,208	\$21,038	1%
Insurance - Auto	\$1,249	\$4,996	\$3,747	25%
Insurance - Liability	\$99	\$397	\$298	25%
Insurance - Property	\$766	\$3,064	\$2,298	25%
Workmans Comp	\$1,224	\$5,500	\$4,276	22%
School Signal Maintenance	\$0	\$675	\$675	0%
Repairs and Maint- Equip	\$0	\$1,800	\$1,800	0%
Operating Supplies	\$0	\$10,000	\$10,000	0%
Uniforms	\$0	\$300	\$300	0%
Professional Development	\$0	\$500	\$500	
Vehicle Repair / Maintenance	\$0	\$750	\$750	0%
Fuel	\$377	\$5,500	\$5,123	7%
Street Maintenance	\$1,440	\$5,000	\$3,560	29%
Tree Removal	\$0	\$7,500	\$7,500	0%
Contract Services	\$0	\$7,500	\$7,500	0%
Capital Outlay	\$23,500	\$42,000	\$18,500	56%
Total Operating Supplies	\$28,825	\$116,690	\$87,865	
Total Public Works	\$37,199	\$233,002	\$195,803	
<u>Public Safety</u>				
Fire Safety Fund Contribution	\$0	\$135,000	\$135,000	0%
Total Public Safety	\$0	\$135,000	\$135,000	

Town of Micanopy, Florida

For period ending October 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Parks</u>				
Operating expenses				
Utilities - parks	\$0	\$9,350	\$9,350	0%
Insurance - Property	\$561	\$2,245	\$1,684	25%
Maintenance & Repairs	\$0	\$2,200	\$2,200	0%
Operating Supplies	\$362	\$4,000	\$3,638	9%
Tree City	\$0	\$600	\$600	0%
Special Events - Independence Day	\$0	\$7,500	\$7,500	0%
Special Event - Light up Micanopy	\$0	\$1,500	\$1,500	0%
Special Event -Halloween	\$0	\$500	\$500	0%
Special Event - Other Events	\$0	\$750	\$750	0%
Wild Spaces Public Places	\$0	\$0	\$0	
Capital Outlay - WSPP	\$993	\$280,000	\$279,007	0%
Total Parks	\$1,916	\$308,645	\$306,729	
Total Expenditures	\$66,957	\$4,003,461	\$3,936,504	
Net Revenue Over Expenses	(\$32,339)	(\$0)	\$30,839	

Town of Micanopy, Florida

Solid Waste Fund

For period ending October 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
<u>Revenues</u>				
Charges				
Solid Waste Charges	\$7,187	\$121,303	\$114,116	6%
Total Charges	\$7,187	\$121,303	\$114,116	
Total Revenues	\$7,187	\$121,303	\$114,116	
<u>Expenditures</u>				
Contractual Services - Residential	\$0	\$66,900	\$66,900	0%
Contractual Services - Commercial	\$0	\$48,253	\$48,253	0%
Operating Supplies	\$0	\$150	\$150	0%
Transfer to Water Fund	\$0	\$6,000	\$6,000	0%
Total Expenditures	\$0	\$121,303	\$121,303	
Net Revenue Over Expenses	\$7,187	\$0	-\$7,187	

Town of Micanopy, Florida

Water Fund

For period ending October 31, 2025

	Actual	Budget	Balance	
		<u>2025</u>		
Revenues				
Operating Income				
Charges				
Water Use	\$11,266	\$209,470	\$198,204	5%
Service Charge	\$393	\$8,000	\$7,607	5%
Backflow Testing	\$0	\$4,500		
New Connection	\$0	\$0	\$0	
Interest	\$859	\$8,000	\$7,141	11%
Total Charges	\$12,518	\$229,970	\$212,952	
Other				
Transfer from Solid Waste	\$0	\$6,000	\$6,000	0%
SRF Grant / Loan - Planning & Design	\$0	\$177,500	\$177,500	0%
SRF Grant / Loan - construction	\$0	\$1,442,700	\$1,442,700	0%
Prior year ARPA	\$0	\$301,542	\$301,542	0%
Legislative Appropriations	\$0	\$371,000	\$371,000	0%
CDBG Grant meter replacement	\$0	\$650,000	\$650,000	0%
Total Other	\$0	\$2,948,742	\$1,921,742	
Total Revenues	\$12,518	\$3,178,712	\$2,134,694	

Expenditures

Personnel Services

Salaries - Operation	\$6,135	\$98,937	\$92,802	6%
Overtime	\$793	\$5,000	\$4,207	16%
Health Insurance	\$920	\$13,200	\$12,280	7%
FICA	\$430	\$6,444	\$6,014	7%
Medicare	\$100	\$1,507	\$1,407	7%
Retirement	\$150	\$1,950	\$1,800	8%
Workers Comp	\$500	\$2,000	\$1,500	25%
Total personnel Services	\$9,028	\$129,038	\$120,010	

Operating Expenses

Contractual Services

Water Operator	\$823	\$12,000	\$11,177	7%
Audit	\$0	\$7,500	\$7,500	0%
Annual Service Contract	\$0	\$12,500	\$12,500	0%
Backflow Prevention	\$0	\$4,500	\$4,500	0%
Billing Software	\$0	\$3,200	\$3,200	0%
Professional Development	\$0	\$2,000	\$2,000	0%
Postage	\$600	\$2,500	\$1,900	24%
Utilities - Electricity	\$0	\$7,200	\$7,200	0%
Utilities - Communication Line	\$22	\$750	\$728	3%

Town of Micanopy, Florida

For period ending October 31, 2025

	Actual	Budget	Balance	
	<u>2025</u>			
Insurance				
Liability	\$1,097	\$4,387	\$3,290	25%
Property	\$1,254	\$5,017	\$3,763	25%
Maintenance				
Building	\$105	\$1,000	\$895	11%
Equipment	\$0	\$2,500	\$2,500	0%
Water Testing	\$653	\$5,500	\$4,847	12%
Water Line Repairs	\$0	\$2,000	\$2,000	0%
Operating Supplies	\$1,341	\$1,500	\$159	89%
Office Supplies	\$0	\$750	\$750	0%
Chemicals	\$0	\$7,000	\$7,000	0%
Dues	\$0	\$1,500	\$1,500	0%
Total Operating Expense	\$5,895	\$83,304	\$77,409	
Total Personnel and Operating	\$14,923	\$212,342	\$154,818	
Other				
Capital	\$0	\$5,000	\$5,000	0%
Capital Improvement - Planning & Design	\$0	\$742,600	\$742,600	0%
Capital Improvement - Construction	\$0	\$1,442,700	\$1,442,700	0%
Capital Improvement - Meters	\$0	\$650,000	\$650,000	0%
Transfer to General Fund	\$0	\$1,500	\$1,500	0%
Total Other Expenses	\$0	\$2,841,800	\$2,841,800	
Total Water Fund Expenses	\$14,923	\$3,054,142	\$2,996,618	
Net income/ (loss)	(\$2,405)	\$124,570	(\$861,924)	



Town of _____

Micanopy
Florida

November 10, 2025

**Town Administrator's Report
For Informational Purposes Only – No Action Required**

MNAHP Annex and Trail Expansion

The Micanopy Native American Heritage Preserve (MNAHP) Annex property is nearing public opening with the completion of the trail expansion from the original Preserve. The final step is installing the fence leading to the residence located on the property. This work is expected to be completed within the next few weeks, allowing the public to enjoy the expanded trail system soon thereafter.

Film Production in Micanopy

Grizzlie Brad Films is currently on location in Micanopy, filming *What Only Cicadas See*. The film crew has been very friendly and welcoming to residents and visitors. They encourage spectators to ask questions and are open to any southern hospitality the community may wish to extend during their stay.

Broadband Installation Update

Broadband installation throughout Micanopy is nearing completion and is expected to wrap up in the coming weeks. This project represents a significant step toward improving internet access and connectivity for residents and businesses within the Town limits.

Community Garden Initiative

The community garden project is gaining momentum. With the help of Sandie Newman, Deputy Clerk Patty Polk organized the first meeting for this new endeavor, which drew tremendous citizen interest. The project has strong potential to meet local community needs by providing space for gardening, education, and fellowship. An organized effort is underway to solicit donations and sponsorships for items such as raised beds, wheelbarrows, topsoil, and other essential materials to establish the garden. The next community garden meeting will be on November 20th at 6 pm.

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townhall@micanopytown.com



TOWN OF MICANOPY PROPERTY USE AGREEMENT

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

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

1. LIMITED USE OF THE SITE/REQUIREMENTS.

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

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

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

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

2. TERM. The LICENSEE shall be entitled to use the Site and Parking Lot for a period of one (1) year, **March 1, 2025** through **February 28, 2029**. All times not previously scheduled by LICENSEE shall be subject to use by the general public or alternative groups reserving the Park. The TOWN will work with LICENSEE in coordinating events and use by the public and alternative groups. The ballpark shall remain open to the public within normal operating hours when not in scheduled use by LICENSEE or other reserved groups.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed in the presence of: LICENSEE:

Print Name:

Print Name By:

For the TOWN OF MICANOPY

Jiana Williams, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

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

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

Signature of Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

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

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

Signature of Notary Public

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TOWN OF MICANOPY PROPERTY USE AGREEMENT

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

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

1. LIMITED USE OF THE SITE/REQUIREMENTS.

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

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

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

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

2. TERM. The LICENSEE shall be entitled to use the Site and Parking Lot for a period of one (1) year, **March 1, 2025** through **February 28, 2029**. All times not previously scheduled by LICENSEE shall be subject to use by the general public or alternative groups reserving the Park. The TOWN will work with LICENSEE in coordinating events and use by the public and alternative groups. The ballpark shall remain open to the public within normal operating hours when not in scheduled use by LICENSEE or other reserved groups.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed in the presence of: LICENSEE:

Print Name:

Print Name By:

For the TOWN OF MICANOPY

Jiana Williams, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

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

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

Signature of Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

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

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

Signature of Notary Public

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