



Town of _____
Micanopy

Florida

July 14, 2026

AGENDA ITEM

Agenda Item: Facility Use and Operating Agreement – Willie Mae Stokes Community Resource Center

Department: Administration

Prepared By: Sara Samario, Town Administrator

Background

The Town continues to make excellent progress on construction of the Willie Mae Stokes Community Resource Center through funding provided by the Community Development Block Grant – Coronavirus (CDBG-CV) program. The project has reached several significant milestones, including completion of the roof structure and installation of the interior and exterior walls. As previously discussed with the Town Commission, the facility is being constructed to provide a permanent location for public and community services benefiting low-to-moderate income residents while ensuring continued compliance with applicable grant requirements.

The attached Facility Use and Operating Agreement establishes the terms under which the Willie Mae Stokes Community Center, Inc. will occupy and operate the facility. The agreement reflects previous Commission direction that the Town retain ownership and long-term oversight of the building while partnering with a nonprofit organization to provide qualifying community services.

The agreement has been reviewed by the Town Attorney, and the attached version incorporates the recommended legal revisions. Following those revisions, the agreement was provided to Bishop Stokes, representing the Willie Mae Stokes Community Center, Inc., who has reviewed the document and indicated that the organization has no objections to its terms.

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

Summary of Agreement

The proposed agreement provides, among other provisions:

- A ten-year operating term, with future renewals subject to mutual agreement and Town Commission approval.
- Annual rent of \$1.00 in recognition of the significant public benefit provided through the organization's community programs.
- A monthly \$250 contribution toward a Town-maintained Facility Capital Reserve Fund to assist with long-term building maintenance and capital replacements.
- Clearly defined maintenance responsibilities between the Town and the operator, distinguishing routine operational maintenance from major capital repairs.
- Requirements for continued compliance with CDBG-CV regulations, including reporting, record retention, insurance, and public access obligations.
- Provisions protecting the Town's ownership interest, ensuring the facility continues to serve a public purpose and remains in compliance with grant requirements.

Fiscal Impact

Annual base rent is \$1.00. The agreement requires the Operator to contribute \$250 per month toward the Facility Capital Reserve Fund to assist with future major maintenance and capital replacement costs. The Operator is also responsible for utilities, routine maintenance, janitorial services, and other day-to-day operational expenses associated with the facility.

Staff Recommendation

Staff recommends approval of the Facility Use and Operating Agreement between the Town of Micanopy and the Willie Mae Stokes Community Center, Inc., and authorization for the Mayor to execute the agreement following final completion of the Community Resource Center and any remaining administrative revisions.

FACILITY USE AND OPERATING AGREEMENT

WILLIE MAE STOKES COMMUNITY RESOURCE CENTER

This FACILITY USE AND OPERATING AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2026, by and between the Town of Micanopy, a Florida municipal corporation (“Town”), and Willie Mae Stokes Community Center, Inc., a Florida nonprofit corporation (“Operator”).

RECITALS

WHEREAS, the Town has received Community Development Block Grant – Coronavirus (“CDBG-CV”) funding administered through the Florida Department of Commerce for the construction of a public community resource facility intended to benefit low-to-moderate income persons and support eligible public service activities; and

WHEREAS, the Operator administers and provides community service programs and activities that support the public purpose and eligibility requirements associated with the CDBG-CV funding; and

WHEREAS, the Town desires to permit the Operator to occupy and operate the Willie Mae Stokes Community Resource Center for approved public and community service purposes in a manner that ensures continued compliance with applicable grant requirements while protecting the financial and operational interests of the Town; and

WHEREAS, the parties acknowledge that the facility was constructed using public funds and is intended to serve an ongoing public purpose and shall not be operated for private profit;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. PREMISES

The Town hereby grants to the Operator the non-exclusive right to occupy and use the facility commonly known as the Willie Mae Stokes Community Resource Center located at _____ (“Premises”), together with associated parking areas, common areas, sidewalks, and appurtenant improvements.

Title to the Premises and all permanent improvements shall remain vested solely in the Town at all times.

2. TERM

The initial term of this Agreement shall commence on _____ and continue for a period of ten (10) years unless sooner terminated in accordance with this Agreement.

The Agreement may be renewed and/or modified upon mutual written agreement of the parties and approval by the Town Commission.

3. PURPOSE AND USE

The Operator shall be permitted to use the Premises solely for lawful public and community service purposes consistent with:

- CDBG-CV program requirements;
- The Operator's nonprofit mission;
- Activities benefiting low-to-moderate income persons;
- Community support services;
- Educational and workforce programming;
- Food distribution and assistance programs;
- Senior, youth, family, and health-related services; and
- Community meetings and public service activities.

The Operator shall not use the Premises for:

- Unlawful purposes;
- Political campaign activities;
- Primarily for private commercial activity; or
- In any manner inconsistent with applicable grant requirements or the public purpose of the facility.

Any material change in the use of the Premises or use inconsistent with the above purposes shall require prior written approval of the Town.

4. RENT AND FACILITY CONTRIBUTIONS

A. Base Rent

The Operator shall pay annual base rent in the amount of One Dollar (\$1.00) per year.

The parties acknowledge that the nominal rent reflects the substantial public benefit provided through the Operator's programs and services.

B. Facility Capital Reserve Contribution

The Operator shall contribute Two Hundred Fifty Dollars (\$250.00) per month, totaling Three Thousand Dollars (\$3,000.00) annually, toward a Facility Capital Reserve Fund maintained by the Town. Reserve contributions shall increase annually by the lesser of 3% or Consumer Price Index (CPI).

The reserve fund shall be used exclusively for major maintenance, repair, replacement, and capital improvement expenses associated with the Premises, including:

- HVAC systems;
- Roofing systems;
- Structural systems;
- Exterior building systems;
- Parking and access areas;
- Plumbing and electrical systems;
- ADA and code-required improvements;
- Major capital maintenance items.

The reserve contribution shall not constitute profit or revenue generation by the Town and shall be used solely for sustainability of the Premises.

5. OPERATOR RESPONSIBILITIES

The Operator shall, at its sole expense, provide and maintain:

- Electricity, water, sewer, internet, and communication services;
- Janitorial and custodial services;
- Interior cleaning and sanitation;
- Pest control;
- Routine landscaping and groundskeeping;
- Routine HVAC servicing and filter replacement;
- Replacement of consumable supplies and light bulbs;
- Graffiti removal and pressure washing;
- Maintenance of Operator-installed signage;
- Routine irrigation maintenance;
- Minor interior and exterior repairs.

The Operator shall be responsible for repair and maintenance costs not exceeding Two Thousand Five Hundred Dollars (\$2,500.00) per occurrence.

Excluding damages caused by Operator negligence or misuse, the Operator's cumulative annual responsibility for repairs subject to the monetary threshold above shall not exceed Ten Thousand Dollars (\$10,000.00) in any month.

The Operator shall remain fully responsible for damages caused by negligence, misuse, or intentional acts of the Operator, its employees, volunteers, invitees, contractors, or program participants.

The Operator shall promptly notify the Town of any condition requiring repair beyond the Operator's responsibility.

6. TOWN RESPONSIBILITIES

The Town shall remain responsible for ownership-level and capital maintenance obligations associated with the Premises, including:

- Roof replacement and major roof repairs;
- Structural and foundation repairs;
- Exterior wall and building envelope replacement;
- Major HVAC replacement;
- Major plumbing or electrical system replacement;
- Parking lot resurfacing and major pavement repairs;
- Sidewalk replacement and ADA infrastructure compliance;
- Major exterior painting cycles;
- Drainage and stormwater infrastructure failures;
- Repairs exceeding the Operator's maintenance threshold unless caused by Operator negligence;
- Capital improvements necessary to maintain public use or grant compliance.

Nothing herein shall obligate the Town to immediately replace or improve building systems absent reasonable necessity, funding availability, or public safety concerns.

7. CAPITAL IMPROVEMENT COORDINATION

The parties shall cooperate in good faith regarding long-term facility planning and maintenance.

The parties shall meet every year on a mutually agreeable date in August to:

- Review facility conditions;
- Discuss anticipated maintenance needs;
- Evaluate reserve funding adequacy;
- Coordinate future capital improvements; and

- Review operational concerns affecting the Premises.
-

8. COMPLIANCE WITH GRANT REQUIREMENTS

The Operator shall comply with all applicable federal, state, and local laws, regulations, and grant requirements associated with the CDBG-CV funding and operation of the Premises, including but not limited to:

- HUD regulations;
- Nondiscrimination requirements;
- Record retention requirements;
- Public access obligations;
- Program eligibility documentation requirements;
- Monitoring and audit requirements.

Any violation of applicable grant requirements that may result in repayment, recapture, de-obligation, monitoring findings, sanctions, or loss of funding shall constitute a material default. The Town may immediately suspend operations or terminate this Agreement upon written notice if necessary to protect grant compliance.

The Operator shall cooperate fully with all audits, inspections, monitoring activities, and reporting obligations required by the Town, the Florida Department of Commerce, HUD, or other governmental agencies.

The Operator shall maintain all required records for a minimum of five (5) years or such longer period required by applicable grant regulations.

9. REPORTING REQUIREMENTS

The Operator shall provide the Town with:

- Annual program reports;
- Service statistics and demographic data;
- Proof of nonprofit status;
- Annual financial statements;
- Proof of insurance coverage;
- Other reasonably requested documentation necessary for grant compliance.

The Town shall have the right to inspect records reasonably related to activities conducted at the Premises.

10. INSURANCE

The Operator shall maintain throughout the term of this Agreement:

- Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- Workers' Compensation Insurance as required by Florida law;
- Automobile Liability Insurance for any vehicles used in connection with operations at the Premises;
- Property insurance for Operator-owned contents, equipment, and personal property.

The Town shall be named as an additional insured on all liability policies.

Certificates of Insurance shall be provided to the Town annually and upon renewal.

Policies shall provide at least thirty (30) days prior written notice of cancellation or material modification.

Failure to maintain insurance shall result in automatic suspension of use rights until coverage is restored.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Operator shall indemnify, defend, and hold harmless the Town, its elected officials, officers, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses arising out of or related to:

- The Operator's use or occupancy of the Premises;
- The acts or omissions of the Operator, its employees, volunteers, contractors, invitees, or agents;
- The Operator's programs, services, or activities conducted at the Premises.

Operator shall reimburse the Town for any grant repayment, disallowance, recapture, penalty, monitoring finding, or administrative sanction arising from the Operator's acts, omissions, recordkeeping failures, misuse of the Premises, or failure to comply with applicable grant requirements.

Nothing herein shall be construed as a waiver of sovereign immunity or limitations of liability afforded to the Town under Florida law.

12. NONDISCRIMINATION

The Operator shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability, familial status, or any other protected classification under applicable law.

13. PUBLIC ACCESS AND TOWN USE

The Premises shall remain reasonably available for community-oriented programming consistent with the mission and public purpose of the facility.

The Town may request reasonable use of meeting or program space within the Premises for governmental or community purposes upon advance coordination with the Operator.

The Town shall retain reasonable access rights to inspect and monitor the Premises.

14. ALTERATIONS AND IMPROVEMENTS

No structural alterations or material improvements to the Premises shall be made without prior written approval of the Town Commission.

Permanent improvements made to the Premises shall become property of the Town unless otherwise agreed in writing.

Operator-owned furniture, fixtures, equipment, and movable personal property shall remain property of the Operator.

15. ASSIGNMENT AND SUBLEASING

The Operator shall not assign, sublease, license, or otherwise transfer its rights under this Agreement without prior written approval of the Town Commission.

16. DEFAULT

The following shall constitute events of default:

- Failure to maintain nonprofit status;
- Failure to provide qualifying public service programs;
- Failure to maintain required insurance;
- Material breach of grant compliance obligations;
- Unauthorized assignment or sublease;

- Abandonment of the Premises;
- Repeated failure to maintain the Premises.

Upon default, the Town shall provide written notice specifying the default and allowing thirty (30) days to cure unless the Town determines a shorter period is necessary to protect public health, safety, or grant compliance.

If the default is not cured, the Town may terminate this Agreement.

17. TERMINATION

This Agreement may be terminated:

- By mutual written agreement;
- By the Town for cause;
- By either party upon one hundred eighty (180) days written notice;
- Immediately if required to preserve grant compliance or protect public health or safety.

Any violation of applicable grant requirements that may result in repayment, recapture, de-obligation, monitoring findings, sanctions, or loss of funding shall constitute a material default. The Town may immediately suspend operations or terminate this Agreement upon written notice if necessary to protect grant compliance.

Upon termination:

- Possession of the Premises shall automatically revert fully to the Town;
- The Operator shall remove personal property from the Premises within thirty (30) days;
- Any remaining personal property located at the Premises after thirty (30) days may be deemed abandoned by the Town at which time the Town acquires exclusive ownership of such property and may retain or dispose of such items at its discretion.

18. PUBLIC RECORDS

The Operator shall maintain public records related to this Agreement in accordance with applicable Florida law.

Upon request by the Town, the Operator shall provide access to records reasonably necessary for compliance with public records obligations and grant requirements.

19. NO PRIVATE PROFIT OR PRIVATE BENEFIT

The parties acknowledge that the Premise was constructed using public grant funds for a public purpose.

The Operator shall not operate the Premises for private profit or permit prohibited private inurement or private benefit.

Reasonable fees associated with programs and services may be charged where such fees directly support operations, staffing, maintenance, or sustainability of services consistent with applicable grant requirements.

20. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed to create:

- A partnership;
- Joint venture;
- Agency relationship;
- Employer-employee relationship.

The Operator is and shall remain an independent nonprofit organization.

21. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida.

Venue for any action arising from this Agreement shall lie exclusively in Alachua County, Florida.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or understandings.

Any amendments must be in writing and approved by the Town Commission.

SIGNATURES

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

TOWN OF MICANOPY, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Town Clerk

WILLIE MAE STOKES COMMUNITY CENTER, INC.

By: _____

Name: _____

Title: _____

Date: _____