



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 Chulokka 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 Chokolka 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

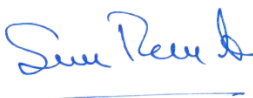
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|---|-------------|
| • Task 1 - Project Kick-off Meeting and Public Outreach | \$ 5,000.00 |
| • Task 2 - Comprehensive Plan Data and Analysis | \$40,000.00 |
| • Task 3 - Proposed Comprehensive Plan Amendments | \$30,000.00 |

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: _____