



**BOARD OF COUNTY COMMISSIONERS  
MEETING AGENDA**

January 24, 2017  
Administration Building,  
4th Floor, BCC Meeting Room, 477 Houston  
Street,  
Green Cove Springs, FL 32043  
2:00 PM

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**CALL TO ORDER**

**INVOCATION**

Commissioner Burney

**PLEDGE**

Commissioner Hutchings

**ROLL CALL**

**ARTWORK**

Plantation Oaks Elementary

**PET ADOPTIONS**

**SPECIAL STAFF RECOGNITION**

**PRESENTATIONS**

**PROCLAMATIONS/RESOLUTIONS**

1. Pat Mueller Resolution

**APPROVAL OF MINUTES**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

2. Satisfaction of Mortgage for Tiffany Bowen
3. Satisfaction of Mortgage for Gonzalez
4. Satisfaction of Mortgage for Stephanie Arias
5. Satisfaction of Mortgage for Leslie Edmond
6. Final Plat Acceptance for Recording The Preserve Estates

Final plat acceptance for recording The Preserve Estates located at the end of Sandy Springs Drive.

7. Finance & Audit Committee Business

Approval of Finance & Audit Committee Minutes of January 17, 2017.

8. Finance Business

The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

**OLD BUSINESS**

**PLANNING AND ZONING**

9. Final public hearing to consider an amendment to the Branan Field Land Development Regulations to revise the provisions for existing agricultural properties (PC Vote: 5-0 Approval)

The Branan Field Land Development Regulations (LDRs) provide general standards for parcels zoned for residential and nonresidential use prior to the adoption of the Branan Field Plan. The LDRs do not, however, address properties zoned for agricultural use prior to the adoption of the Plan. The attached ordinance will resolve this inconsistency.

10. Final Public Hearing to consider adoption of CPA 2016-09 (PC Vote to Transmit: 6-0 Approval, BCC Vote to Transmit: 5-0 Approval)

Consider adoption of CPA 2016-09, Anderson Columbia, to amend land use from Agriculture and Industrial Park to Mining on 134.35 acres, located near Highlands and US 301, in Commission District 4, Mr. Burney.

11. Final Public Hearing to Consider Application Z-16-15 AG to EX Anderson Columbia Mine (PC Vote: 5-0 Approval)

Public Hearing to Consider Application Z-16-15 AG to EX Anderson Columbia Mine Located within the Highland Area of Clay County.

The Planning Commission voted 5-0 to recommend approval.

12. Public Hearing to Consider Transmittal of CPA 2016-11 (PC Vote: 5-0 Approval)

Consider transmittal of CPA 2016-11 to remove the Lake Asbury Greenbelt from property located at Sandridge and Feed Mill Roads, in Commission District 5, Mr. Hendry.

13. Consideration of Request to Withdraw CPA 2016-06

Applicant has requested CPA 2016-06, Drees Homes be withdrawn.

14. Consideration of Request to Withdraw CPA 2016-10

Applicant has requested CPA 2016-10, Prosser Inc., be withdrawn from the agenda.

15. Final Public Hearing to Consider adoption of Code Change 2016-05 (PC Vote: 5-0 Approval)

This is an application by staff to amend the Lake Asbury Master Plan Land



Development Regulations Paragraph 6 relating to Village Centers to modify the size and location of commercial uses and to modify Paragraph 13 of Subsection C with regard to entrances to subdivisions.

16. Final Public Hearing to Consider adoption of Code Change 2016-06 (PC Vote: 5-0 Approval)  
Amend the Branan Field Master Plan Land Development Regulations, II. Residential Land Uses, 2. Master Planned Community to revise the Lot Size Variety requirements in the Village Zone and Suburban Zone.

### **NEW BUSINESS**

17. SAFER Grant Application  
Approval to apply for the FY 2016 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

### **COUNTY MANAGER/CLERK OF THE BOARD**

18. Legislative Priorities

### **COUNTY ATTORNEY**

### **TIME CERTAINS**

19. 5:00 PM or as soon thereafter - Final public hearing to consider an ordinance placing a temporary moratorium on medical marijuana treatment centers and licensed dispensing organizations (PC Vote: 5-0 Approval)  
On November 8, 2016, Florida voters approved an amendment to the Florida Constitution titled "Use of Marijuana for Debilitating Medical Conditions" (Amendment 2). This amendment legalizes the medical use of marijuana and/or cannabis ("marijuana") throughout the State of Florida for individuals with debilitating medical conditions as determined by a licensed Florida physician and authorizes the registration and regulation of centers that acquire, produce, and distribute marijuana for medical purposes.

The Board, at its meeting on October 25, 2016, directed staff to proceed with the drafting of an ordinance to impose a temporary moratorium on medical marijuana treatment centers and licensed dispensing organizations. The ordinance is attached for your consideration.

20. 5:00 P.M. or as soon thereafter - Request to Continue Second Public Hearing to Consider Amendment to the Land Development Code to Add Rural Event Center as a Conditional Use with Conditions  
This is a request to continue the second public hearing to consider an amendment to the Land Development Code to add Rural Event Center as a Conditional Use with conditions.

### **LETTERS FOR ACTION**

21. Resignation Letter: Marsha Dumler, Clay County Planning Commission  
Marsha Dumler, a member appointed to serve on District 3 of the Planning Commission resigned January 9, 2017.

## **LETTERS OF DOCUMENTATION**

22. Draft Planning Commission Minutes for January 3, 2017

## **COMMISSIONERS' COMMENTS**

***In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).***



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 1:53 PM	
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 1:54 PM	



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 1:56 PM	
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 1:56 PM	



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 1:57 PM	
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 2:02 PM	



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Kopelousos, Stephanie	Approved	1/18/2017 - 12:02 PM	
County Manager	Kopelousos, Stephanie	Approved	1/18/2017 - 12:02 PM	



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County  
Commissioners

DATE: 1/9/2017

FROM: Theresa  
Sumner

SUBJECT:

AGENDA ITEM  
TYPE:

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BACKGROUND INFORMATION:

On October 26, 2006, the Clay County SHIP Program made a loan to Tiffany Bowen in the amount of \$20,000.00. This loan was funded through SHIP's First Time Homebuyer Strategy. The loan was made as a due on sale mortgage with a ten (10) year forgiveness clause. The ten year period has since passed without default and the homeowner is released from this obligation.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Satisfaction of Mortgage for Tiffany Bowen	Cover Memo	1/9/2017	Satisfaction_of_SHIP_Mtg_-_Bowen.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
SHIP	Coyle, Holly	Approved	1/9/2017 - 11:05 AM	
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 2:01 PM	

This instrument prepared by:  
Clay County SHIP Program  
Clay County, Florida

Return To:  
Clay County SHIP Program  
Administration Building, Third Floor  
Green Cove Springs, Florida 32043

### **SATISFACTION OF MORTGAGE**

This instrument is made and executed as of this January 24, 2017, on behalf of **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida (S.H.I.P. PROGRAM) ("Mortgagee") by which instrument the Mortgagee does intend, and by the execution hereof does evidence the full and complete satisfaction and release of that certain Mortgage, October 26, 2006 and executed and given by Tiffany D. Bowen which mortgage is recorded in Official Records Book 2812, Pages 647 to 651 of the public records of Clay County, Florida, encumbering the property described therein, in the amount of \$20,000.00 In consideration of receipt by the Mortgagee of payment in the amount of ten dollars and other valuable considerations, and by the execution of this instrument on behalf of the County, the Mortgage is hereby declared satisfied and released.

**IN WITNESS WHEREOF**, Clay County, a political subdivision of the State of Florida, (S.H.I.P. PROGRAM) has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS,  
CLAY COUNTY, FLORIDA

BY:

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Wayne Bolla  
Chairman

(OFFICIAL SEAL)

ATTEST:

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S. C. Kopelousos  
County Manager and Clerk of the Board of  
County Commissioners





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County  
Commissioners

DATE: 1/9/2017

FROM: Theresa  
Sumner

SUBJECT:

AGENDA ITEM  
TYPE:

---

BACKGROUND INFORMATION:

On July 16, 2009, the Clay County SHIP Program made a loan to Victor Gonzalez-Basco and Benito E. Muniz Torrado in the amount of \$15,000.00. This loan was funded through SHIP's First Time Homebuyer Program. The loan was made as a due on sale mortgage with no forgiveness provision. The loan was recently paid in full. The amount of \$15,000.00 has been re-paid to the county in full. The homeowners are released from their obligation.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Satisfaction of Mortgage for Gonzalez	Cover Memo	1/9/2017	Satisfaction_of_SHIP_Mtg_-_Gonzalez_-_Muniz.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
SHIP	Coyle, Holly	Approved	1/9/2017 - 11:06 AM	
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 2:01 PM	

This instrument prepared by:  
Clay County SHIP  
Clay County, Florida

Return To:  
Clay County SHIP Program  
Administration Building, Third Floor  
Green Cove Springs, Florida 32043

### **SATISFACTION OF MORTGAGE**

This instrument is made and executed as of this 24th day of January, 2017, on behalf of **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida (S.H.I.P. PROGRAM) ("Mortgagee") by which instrument the Mortgagee does intend, and by the execution hereof does evidence the full and complete satisfaction and release of that certain Mortgage, dated July 16, 2009, and given by Victor Gonzalez-Basco and Benito E. Muniz Torrado which mortgage is recorded in Official Records Book 3130, Pages 1433-1438 of the public records of Clay County, Florida, encumbering the property described therein, in the amount of \$15,000.00. In consideration of receipt by the Mortgagee of payment in full of the amount of the Mortgage, and by the execution of this instrument on behalf of the County, the Mortgage is hereby declared satisfied and released.

**IN WITNESS WHEREOF**, Clay County, a political subdivision of the State of Florida, (S.H.I.P. PROGRAM) has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

**BOARD OF COUNTY COMMISSIONERS,  
CLAY COUNTY, FLORIDA**

BY:

---

Wayne Bolla  
Chairman

(OFFICIAL SEAL)

ATTEST:

---

S. C. Kopelousos  
County Manager and Clerk of the Board



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County  
Commissioners

DATE: 1/9/2017

FROM: Theresa  
Sumner

SUBJECT:

AGENDA ITEM  
TYPE:

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BACKGROUND INFORMATION:

On November 20, 2006, the Clay County SHIP Program made a loan to Stephanie Arias in the amount of \$30,000.00. This loan was funded through SHIP's First Time Homebuyer Strategy. The loan was made as a due on sale mortgage with a ten (10) year forgiveness clause. The ten year period has since passed without default and the homeowner is released from this obligation.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Satisfaction of Mortgage for Arias	Cover Memo	1/9/2017	Satisfaction_of_SHIP_Mtg_-_Arias.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
SHIP	Coyle, Holly	Approved	1/9/2017 - 11:07 AM	
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 2:01 PM	

This instrument prepared by:  
Clay County SHIP Program  
Clay County, Florida

Return To:  
Clay County SHIP Program  
Administration Building, Third Floor  
Green Cove Springs, Florida 32043

### **SATISFACTION OF MORTGAGE**

This instrument is made and executed as of this January 24, 2017, on behalf of **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida (S.H.I.P. PROGRAM) ("Mortgagee") by which instrument the Mortgagee does intend, and by the execution hereof does evidence the full and complete satisfaction and release of that certain Mortgage, November 20, 2006 and executed and given by Stephanie A. Arias which mortgage is recorded in Official Records Book 2826, Pages 1456 to 1460 of the public records of Clay County, Florida, encumbering the property described therein, in the amount of \$30,000.00 In consideration of receipt by the Mortgagee of payment in the amount of ten dollars and other valuable considerations, and by the execution of this instrument on behalf of the County, the Mortgage is hereby declared satisfied and released.

**IN WITNESS WHEREOF**, Clay County, a political subdivision of the State of Florida, (S.H.I.P. PROGRAM) has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS,  
CLAY COUNTY, FLORIDA

BY:

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Wayne Bolla  
Chairman

(OFFICIAL SEAL)

ATTEST:

---

S. C. Kopelousos  
County Manager and Clerk of the Board of  
County Commissioners



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County  
Commissioners

DATE: 1/9/2017

FROM: Theresa  
Sumner

SUBJECT:

AGENDA ITEM  
TYPE:

---

BACKGROUND INFORMATION:

On October 29, 2004, the Clay County SHIP Program made a loan to Leslie Edmond in the amount of \$7,500.00. This loan was funded through SHIP's First Time Homebuyer Strategy. The loan was made as a due on sale mortgage with a seven (7) year forgiveness clause. The seven year period has since passed without default and the homeowner is released from this obligation.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Satisfaction of Mortgage for Leslie Edmond	Cover Memo	1/9/2017	Satisfaction_of_SHIP_Mtg_-_Edmond.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
SHIP	Coyle, Holly	Approved	1/9/2017 - 11:05 AM	
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 2:01 PM	

This instrument prepared by:  
Clay County SHIP Program  
Clay County, Florida

Return To:  
Clay County SHIP Program  
Administration Building, Third Floor  
Green Cove Springs, Florida 32043

### **SATISFACTION OF MORTGAGE**

This instrument is made and executed as of this January 24, 2017, on behalf of **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida (S.H.I.P. PROGRAM) ("Mortgagee") by which instrument the Mortgagee does intend, and by the execution hereof does evidence the full and complete satisfaction and release of that certain Mortgage, October 29, 2004 and executed and given by Leslie E. Edmond which mortgage is recorded in Official Records Book 2452, Pages 989 to 993 of the public records of Clay County, Florida, encumbering the property described therein, in the amount of \$7,500.00 In consideration of receipt by the Mortgagee of payment in the amount of ten dollars and other valuable considerations, and by the execution of this instrument on behalf of the County, the Mortgage is hereby declared satisfied and released.

**IN WITNESS WHEREOF**, Clay County, a political subdivision of the State of Florida, (S.H.I.P. PROGRAM) has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS,  
CLAY COUNTY, FLORIDA

BY:

\_\_\_\_\_  
Wayne Bolla  
Chairman

(OFFICIAL SEAL)

ATTEST:

\_\_\_\_\_  
S. C. Kopelousos  
County Manager and Clerk of the Board of  
County Commissioners



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County Commissioners

DATE: 1/15/2017

FROM: Chad A. Williams, Zoning  
Chief

SUBJECT: Final plat acceptance for recording The Preserve Estates located at the end of Sandy Springs Drive.

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

The applicant is requesting approval of the final plat for recording of The Preserve Estates subdivision. The Preserve Estates will be a 6 lot privately maintained subdivision with all lots accessing Doctors Lake.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Final Plat	Backup Material	1/15/2017	Preserve_at_EH.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Development Review	Coyle, Holly	Approved	1/17/2017 - 10:04 AM	
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 1:55 PM	

# THE PRESERVE ESTATES

PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 26 EAST  
CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE  
SHEET 1 OF 3 SHEETS

TYPE II SUBDIVISION

## CAPTION

A parcel of land situated in the Southeast 1/4 of Section 29, Township 4 South, Range 26 East, Clay County, Florida, parcel being more particularly described as follows:  
Begin at the northwest corner of Lot 8, The Preserve at Eagle Harbor, according to plat thereof recorded in Plat Book 34, pages 17 through 24 of the public records of said county; thence on the north line of said Lot 8, South 84 degrees 23 minutes 45 seconds East, 217.14 feet to the northeasterly line of said Lot 8; thence on said northeasterly line, South 37 degrees 36 minutes 55 seconds East, 171.04 feet to the northwesterly right-of-way line of Sandy Springs Drive; thence northeasterly on said northwesterly line and along the arc of a curve concave northwesterly and having a radius of 30.00 feet, an arc distance of 11.82 feet, said arc being subtended by a chord bearing and distance of North 07 degrees 01 minute 14 seconds East, 11.74 feet; thence continue on said northwesterly line and along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 110.19 feet, to the northwesterly line of Lot 9 of said The Preserve at Eagle Harbor, said arc being subtended by a chord bearing and distance of North 58 degrees 52 minutes 11 seconds East, 84.21 feet; thence on said northwesterly line of Lot 9, North 38 degrees 17 minutes 24 seconds East, 95.82 feet to the north line of said Lot 9; thence on said north line, South 84 degrees 23 minutes 45 seconds East, 261.25 feet to the west line of Lot 26, said The Preserve at Eagle Harbor; thence on said west line, North 00 degrees 36 minutes 15 seconds East, 470 feet, more or less, to the waters of Doctors Lake; thence westerly, along said waters, 768 feet, more or less, to a point that bears North 00 degrees 36 minutes 15 seconds East, 583 feet, more or less, from the point of beginning; thence South 00 degrees 36 minutes 15 seconds West, 583 feet, more or less, to the point of beginning; being 8.5 acres, more or less, in area.

LAND	USE
ZONING	FUD (RF)
AREA	8.5 AC
No LOTS	6
MIN. LOT SIZE	1 ACRE

## COUNTY COMMISIONERS' APPROVAL

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, BY THE BOARD OF  
COUNTY COMMISIONERS, CLAY COUNTY, FLORIDA

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

COUNTY MANAGER  
CLERK OF THE BOARD

## COUNTY DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES APPROVAL

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

DIRECTOR, DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES

## COUNTY DEPARTMENT OF ENGINEERING APPROVAL

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

DIRECTOR, DEPARTMENT OF ENGINEERING

## CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS FILED FOR RECORD IN PLAT BOOK \_\_\_\_  
PAGES \_\_\_\_ THROUGH \_\_\_\_ OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

CLERK OF CIRCUIT COURT

## SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he has been retained by Clay County to review this plat on behalf of Clay County, Florida, in accordance with the requirements of Section 177.081(1), Florida Statutes (1998), and has determined that said plat conforms with the requirements of Chapter 177, Florida Statutes.

The undersigned did not prepare this plat.

This certificate is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

Harold T. Elland  
Florida Registration No 1381  
615 Blanding Blvd. Orange Park, FL

## SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED HEREON, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN ON SAID PLAT ACCORDING TO CHAPTER 177, FLORIDA STATUTES AS AMENDED, AND THAT PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE WITH SAID LAWS, THAT SAID SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF SAID CHAPTER. SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

John M. McLaren, PSM 5474  
PROFESSIONAL SURVEYOR AND MAPPER



# THE PRESERVE ESTATES

PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 26 EAST  
CLAY COUNTY, FLORIDA.

PLAT BOOK	PAGE
SHEET 2 OF 3 SHEETS	

TYPE II SUBDIVISION



VICINITY MAP

## ADOPTION, DEDICATION AND RESERVATION

This is to certify that Rogers B. Holmes and Jacqueline B. Holmes, as co-trustees of the Rogers B. Holmes and Jacqueline B. Holmes Joint Revocable Trust created Sept. 20, 2005, hereinafter "Dedicator", is the lawful owner of the lands described in the caption hereon known as THE PRESERVE ESTATES, having caused the same to be surveyed and subdivided. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands. No part of said THE PRESERVE ESTATES is dedicated to Clay County, Florida or to the public, all tracts, streets, and easements for drainage and non-access easements shown on this plat are and shall remain privately owned by and the sole and exclusive property of "Dedicator", and its successors and assigns.

"Dedicator" does hereby grant to the present and future owners of the lots shown on this plat and their guests, invitees, domestic help, delivery, pick-up, fire protection services, police and other authorities of the law, United States Mail carriers, representatives of the utilities authorized by "Dedicator" to serve the land shown hereon, holders of mortgage liens on such lands and such persons as "Dedicator" may from time to time designate the non-exclusive and perpetual right of ingress and egress over and across said private roadways.

The roads, streets, drainage, or other common facilities of this subdivision are/is not intended for public use and the Board of County Commissioners expressly rejects any road, street, or other common facility for maintenance by Clay County.

None of the foregoing shall prohibit Clay County, from establishing a municipal service taxing unit, municipal service benefit unit, stormwater utility, transportation utility, or any other special assessment/fee system within any subdivision for the furnishing of roads, streets, drainage, or other benefits. Nor shall any of the foregoing prohibit the acceptance for maintenance of roads or common facilities by the County Commission if after any filing of any plat the facilities to be accepted by the Board for maintenance are upgraded to County acceptance standards by contribution of the local developer or homeowners or by establishment of a municipal service benefit district.

Tracts A and B are landscape and common area tracts and are dedicated to the homeowners association for the purposes of ownership and maintenance.

Tract C is the road right of way tract and is dedicated to the homeowners association for the purposes of ownership and maintenance.

C.C.U.A utility easements and easements for service and maintenance of the water and sanitary sewer systems within the private roadways are hereby and irrevocably and without reservation dedicated to the Clay County Utility Authority, its successors and assigns.

C.E.C. Easements are dedicated to the Clay Electric Cooperative, Inc. and its successors in title, for use in its underground electrical distribution

By: \_\_\_\_\_

Rogers B. Holmes, as co-trustee of the Rogers B. Holmes and Jacqueline B. Holmes Joint Revocable Trust created Sept. 20, 2005

By: \_\_\_\_\_

Jacqueline B. Holmes, as co-trustee of the Rogers B. Holmes and Jacqueline B. Holmes Joint Revocable Trust created Sept. 20, 2005

## STATE OF FLORIDA, COUNTY OF CLAY

BEFORE ME PERSONALLY APPEARED ROGER B. HOLMES AND JACQUELINE B. HOLMES, TO ME WELL KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR OWN FREE ACT AND DEED.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA



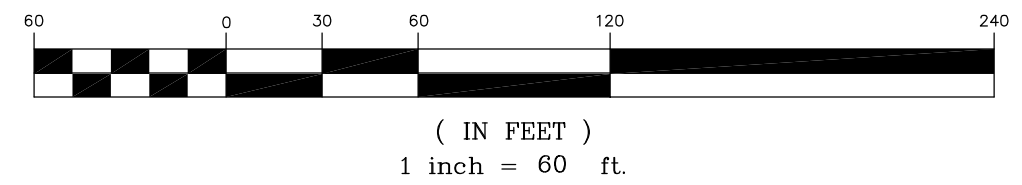
# THE PRESERVE ESTATES

PART OF THE SOUTHEAST 1/4 SECTION 29, TOWNSHIP 4 SOUTH, RANGE 26 EAST  
CLAY COUNTY, FLORIDA.

PLAT BOOK PAGE  
SHEET 3 OF 3 SHEETS

TYPE II SUBDIVISION

GRAPHIC SCALE



## GENERAL NOTES

- 1) PERMANENT REFERENCE MONUMENT (LB 7644) SHOWN THUS ■
- 2) PERMANENT CONTROL POINT (LB 7644) SHOWN THUS ●
- 3) TABULATED CURVE NUMBER SHOWN THUS CI
- 4) ALL EASEMENTS SHOWN HEREON ARE PRIVATE EASEMENTS FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE NOTED.
- 5) BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF S. 84°23'50" E. FOR THE NORTH LINE OF LOT 8, THE PRESERVE AT EAGLE HARBOR.
- 6) NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
- 7) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- 8) LANDS SHOWN HEREON ARE LOCATED IN FLOOD ZONE "AE" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 12014C 0180 E, DATED MARCH 17, 2014.
- 9) THE ROADS, STREETS, DRAINAGE, OR OTHER COMMON FACILITIES OF THIS SUBDIVISION ARE NOT INTENDED FOR PUBLIC USE AND THE BOARD OF COUNTY COMMISSIONERS EXPRESSLY REFLECTS ANY ROAD, STREET OR OTHER COMMON FACILITY FOR MAINTENANCE BY CLAY COUNTY.
- 10) ☐ DENOTES CENTERLINE
- 11) (R) DENOTES RADIAL LOT LINE
- 12) C.E.C. DENOTES CLAY ELECTRIC COOPERATIVE
- 13) C.C.U.A. DENOTES CLAY COUNTY UTILITY AUTHORITY
- 14) Whether depicted on the plat or not, the Dedicator/Owner, its successor assigns, hereby grants Clay Electric Cooperative, Inc. and Clay County Utility Authority a 10 foot wide perpetual easement for utility services over, under, upon, and across all lands lying adjacent to, parallel with, and outside of the areas shown on the plat as roads, streets, or other rights-of-way.
- 15) Where a Clay Electric Cooperative, Inc. easement crosses an easement or right-of-way granted to Clay County Utility Authority, Clay Electric Cooperative, Inc. shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay County Utility Authority shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay Electric Cooperative, Inc.'s facilities.
- 16) Where a Clay County Utility Authority easement crosses an easement or right-of-way granted to Clay Electric Cooperative, Inc., Clay County Utility Authority shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. Clay Electric Cooperative, Inc. shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay County Utility Authority's facilities.
- 17) All easements, for the water and sewer systems, marked C.C.U.A. and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (C.C.U.A.), its successors and assigns.
- 18) All easements for the underground electrical distribution system, marked C.E.C. and shown on the plat, are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. (C.E.C.).
- 19) No construction, filling, removal of earth, cutting of trees or plants shall take place within the "wetlands" as depicted on this plat without the written approval of Clay County and other regulatory agencies with the jurisdiction over such "wetlands". It is the responsibility of the Dedicator/Owner, its successors and assigns, and the entity performing any activity within the "wetlands" to acquire the necessary written approvals prior to the beginning of any work. This "wetlands" may be superceded and redefined from time to time by the appropriate agencies.
- 20) Property hereon subject to easement for ingress, egress and utilities, described in Official Records Book 582, page 454 of the public records of Clay County, Florida.

Setback Lines:  
PRIMARY STRUCTURE  
Front Porch 15'  
Front Facade 20'  
Side 10'  
Rear 20'  
Rear Waterfront 50'  
ACCESSORY STRUCTURES  
Side 5'  
Corner Lot Side 10'  
Rear 5'

CURVE TABLE						CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	DIRECTION	DELTA	CURVE	LENGTH	RADIUS	TANGENT	CHORD
C1	11.84	30.00	6.00	11.77	N01°02'31"E	22°13'10"	C9	34.21	25.00	25.00	35.36
C2	36.85	50.00	19.31	36.02	S16°50'52"W	42°13'30"	C10	12.08	50.00	6.07	12.05
C3	41.11	50.00	21.80	39.46	S61°30'56"W	47°06'31"	C11	40.89	50.00	21.66	39.16
C4	14.96	50.00	7.54	14.90	N86°12'12"W	17°08'36"	C12	60.03	50.00	34.23	56.44
C5	17.28	50.00	8.73	17.19	N87°53'08"W	19°48'07"	C13	44.08	50.00	23.59	42.66
C6	21.13	100.00	10.18	21.64	N11°08'35"W	12°27'03"	C14	81.32	50.00	52.86	72.65
C7	44.28	100.00	22.51	43.42	S12°41'03"E	25°12'06"	C15	50.74	50.00	21.80	48.54
C8	34.21	25.00	25.00	35.36	N45°00'00"W	90°00'00"	C16	25.02	50.00	12.78	24.76

JMM Surveying & Mapping, LLC  
6431 CORNE LEAN RD. JACKSONVILLE, FL 32222  
P (904) 754-3510 ~ F (904) 771-8271  
Email: jmm@surveyingandmapping.com



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County  
Commissioners

DATE: 1/17/2017

FROM: Angela Goodermote

SUBJECT: Approval of Finance & Audit Committee Minutes of January 17, 2017.

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

NA

ATTACHMENTS:

Description	Type	Upload Date	File Name
01/17/17 F&A Comm Minutes	Backup Material	1/17/2017	011717_F_A_Comm_Minutes_ReducedPDF.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Russ, Stephanie	Approved	1/17/2017 - 1:40 PM	
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 2:01 PM	



## FINANCE AND AUDIT COMMITTEE MEETING MINUTES

January 17, 2017  
Administration Building,  
4th Floor, BCC Meeting Room, 477 Houston  
Street,  
Green Cove Springs, FL 32043  
10:00 AM

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### **PUBLIC COMMENTS**

No public comments were made.

1. Building Division Renovations Agreement with Gary S. Bailey, Inc.  
Approval of the Agreement with Gary S. Bailey, Inc. for the interior renovations to the 3rd floor Building Division, for a term of 120 days from commencement, at the cost of \$189,786.00. Funding Source: 138-1803-546100 (Building Fund - Building Division - Repairs & Maintenance) (J. Householder)  
  
After discussion, Commissioner Buck Burney moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 24th Consent Agenda.
2. First Renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds  
Request approval of first renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds. This bid was awarded to multiple vendors and is based on a percent discount off Manufacturer Suggested Retail Price as well as pricing for field lighting projects. Renewal will be for a one year period. Funding Source: Various (J. Householder)  
  
After discussion, Commissioner Buck Burney moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 24th Consent Agenda.
3. Clay County Solid Waste Sworn Deputy Memorandum Of Agreement  
Approval of the Memorandum of Agreement (MOA) between Clay County and the Clay County Sheriff's Office, for Solid Waste Sworn Deputy Sheriffs, for a term of four years, at a total estimated cost of \$192,600.00. Funding Sources: 401-3802-512000, 513000, 514000, 521000, 522000, 523000, 523100 & 540000 (Solid Waste Fund - Environmental Svcs - Regular

Salaries, Overtime, FICA Taxes, Retirement Contributions, Health Ins, Life Ins & Dental Ins) (A. Altman)

After discussion, Commissioner Buck Burney moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 24th Consent Agenda.

4. Bid #16/17-7, C. R. 218 Bridge Railing Repair

Request approval to post Notice of Intent and award Bid #16/17-7, C. R. 218 Bridge Railing Repair to Grouting & Subgrade Improvements, LLC in the amount of \$25,330.00. Approval will be effective after 72 hour bid protest period has expired assuming no protests are received. Funding Source: 101-3701-546100 (Trans Trust Fund / Streets & Drainage / Repairs & Maint) (D. Smith)

After discussion, Commissioner Buck Burney moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 24th Consent Agenda.

5. Kronos 17th Renewal Agreement

Re-approval of the 17th Renewal to Agreement #99/00-35 along with sole source designation and advance payment, with Kronos Incorporated for software support services, for a term of one year, at the cost of \$6,823.75. Funding Source: 001-2103-546100 (General Fund / PS-Admin & Comm / Repairs & Maintenance) (L. Mock/T. Nagle)

After discussion, Commissioner Buck Burney moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 24th Consent Agenda.

6. Purchase of Pre-owned Handpunch Biometric Time Clocks

Approval to purchase from Handpunch Guys LLC. five pre-owned HandPunch biometric time clocks in the total amount of \$6,970.00. As required in the Purchasing Policy, the Board must authorize the purchase of previously owned goods, materials, supplies or equipment. Funding Sources: 001-0107-564100 & 552700 (General Fund - MIS - M&E-Capitalized & Computer Software) (T. Nagle)

After discussion, Commissioner Buck Burney moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 24th Consent Agenda.

7. Grant Budget True-Ups

Approval of FY 2016-2017 Grant True-Up resolutions to restore grant revenue and expenditure budgets to actual instead of estimated grant carry forwards. This is necessary due to over or underestimating year to date



figures in the FY 2015-2016 grants:

(A) FY 15 SHSGP - Issue 13 Grant reduced in the amount of \$18,578.00.  
Funding Source: 001-2102K-546100 (Gen Fund - FY 15 SHSGP-Issue 13 - Repairs & Maint)

(B) FY15 VFA Grant reduced in the amount of \$10,107.93. Funding Sources: 142-1703E-546200, 552000 & 564100 (Fire Ctrl MSTU - FY15 VFA Grant - R&M-Vehicles, Operating Supplies & M&E-Capitalized)

(C) 2015 SHSGP HazMat Grant increased in the amount of \$8,296.94.  
Funding Source: 142-142-331200 (Fire Ctrl MSTU Fund - Federal Grants-Public Safety)

After discussion, Commissioner Buck Burney moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 24th Consent Agenda.

8. Cultural, Heritage, Rural and Nature Tourism Grant Application

Approval of grant application with VISIT FLORIDA in the amount of \$5,000.00. These grant funds will assist with developing new marketing materials and marketing activities. This grant requires a 50% match which is currently available in the Tourism budget. Funding Sources for Grant Match: 109-1910-531000 & 548000 (Tourism Dev Fund - Tourism - Professional Svcs & Promotional Activities) (K. Morgan)

After discussion, Commissioner Buck Burney moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 24th Consent Agenda.

9. DEP Funding Agreement & Resolution for Moody Ave. Park

Approval of the following for the State of Florida, Department of Environmental Protection Grant in the amount of \$430,000.00 for construction of the additional elements of Moody Avenue Park:

(A) Grant funding agreement, and,

(B) Budget resolution recording unanticipated grant revenue.

Funding Source: 001-001-334717 (General Fund Revenue - State Grant-Moody Park) (K. Thomas)

After discussion, Commissioner Buck Burney moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 24th Consent Agenda.

10. Authorized Purchasing Agent List Changes

Approval of updated Purchasing Agent List which includes updates for the following Departments: Parks & Recreation, Tourism & Film Development

and Clay County Sheriff's Office. This list is to be updated when changes are made thereto. (K. Thomas)

After discussion, Commissioner Buck Burney moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the January 24th Consent Agenda.

11. SAFER Grant Application

Approval to apply for the FY 2016 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

After discussion, Commissioner Buck Burney moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, to pull for full Board discussion at the January 24th BCC meeting.

**COUNTY MANAGER/CLERK OF THE BOARD**

12. County Project Update

Update on County projects.

County Manager Kopelousos mentioned that there were no significant updates to the County projects list to present to the Committee.

Chairman Burney requested verbal updates on the gun range clean-up and Keystone Heights Fire Station. The County Manager responded that staff met with individuals from the Sheriff's Office last week to work through some plans for the clean-up process for the gun range and that there was one more issue to look into regarding the Keystone Heights Fire Station.

Following, Commissioner Cella requested verbal updates on surplus County property and County branding. The County Manager replied that she would get a timeline on the surplus property for the Commission and that the RFP for the Clay County Branding & Logo Development Project went out last week with proposal submissions due in early February.

There being no further business, the meeting adjourned at 10:35 A.M.

Attest:

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Committee Chairman

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Recording Secretary



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee

DATE: 1/5/2017

FROM: Administrative and Contractual Services

SUBJECT: Approval of the Agreement with Gary S. Bailey, Inc. for the interior renovations to the 3rd floor Building Division, for a term of 120 days from commencement, at the cost of \$189,786.00. Funding Source: 138-1803-546100 (Building Fund - Building Division - Repairs & Maintenance) (J. Householder)

AGENDA ITEM TYPE:

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**BACKGROUND INFORMATION:**

Gary S. Bailey, Inc. was awarded Bid #16/17-4 to perform the renovation services by the Board of County Commissioners on December 13, 2016. This is the resulting Agreement needed to facilitate the work.

**Is Funding Required (Yes/No):**

**Yes**

**If Yes, Was the item budgeted (Yes/No/N/A):**

**Yes**

Funding Source: Building Fund - Building Division - Repairs & Maintenance

Account # 138-1803-546100 Amount - \$189,786.00

**Sole Source (Yes/No):**

**No**

**Advanced Payment (Yes/No):**

**No**

**Planning Requirements:**

**Public Hearing Required (Yes/No):**

**No**

**Hearing Type:**

**Initiated By:**

Not Applicable

**ATTACHMENTS:**

Description

**[Gary S. Bailey, Inc. Agreement - Bldg Division Renovations](#)**

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/11/2017 - 11:59 AM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:30 PM	



AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE Bcc F&A 1-17-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
<b>RECEIVED</b>		
DATE:	27 December, 2016	
Staff Member Preparing Form:	James Householder	
Department Submitting Contract:	Facilities Management Office	
Vendor Name:	Gary S. Bailey, Inc.	
Contract Title:	Agreement/Contract #15/16 - Interior Renovations to Building Division 3 <sup>rd</sup> Floor	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	Y	N
2. Renewal/Amend./Supplement	Y	N
3. Sole Source ** (explain below)	Y**	N
4. Quotes/bid policy met	Y	N
5. Need to waive bid policy	Y	N
6. Automatic renewal	Y	N
7. Standard Addendum Executed	Y	N
8. Advance Payment Required	Y	N
9. Contract Amount (*Detail negotiation efforts below)	\$189,786.00	
10. Last Year's Price (*If increase explain below)	N/A	
11. Date of Original Contract	N/A	
12. Number of Renewals	N/A	
13. Length of Term	120 Days from commencement	
Requested Action: Approval of Agreement / Contract #15/16 - Interior Renovations to Building Division 3 <sup>rd</sup> Floor		
Funding Source: Background/Purpose: The bids for this project were opened on 1 November 2016, Gary S. Bailey was selected based on lowest price and previous work performance for the County. The board approved the recommendation to award on December 6, 2016.		
Account Number: 138-1803-546100	December 13, 2016	
Account Name: Building fund - Building Dept. - Repairs & Maint.		

### Approvals

Purchasing: <i>28</i>	No Changes	With Changes
Review Date: 12-29-16		✓

Recommended Changes: *\*Please see comments on Pages 1 of Contract, Sections 5-4; 6-2; 9-1; 9-2; 9-3; 10-1; 11-1; 17-1; 17-2; 23-1; 24-1 and Page 11 of Contract. Also note handwritten corrections above along with handwritten corrections on the Scrutinized Companies Certification.*

Budget: <i>22</i>	No Changes	With Changes
Review Date: 12/29/16		✓*

*\*pending contingency transfer - F&A 1/3/17 + Inter-divisional transfer*

Finance: <i>6m</i>	No Changes	With Changes
Review Date: 12/30/16	✓	

\*Price Negotiation Efforts:

County Attorney: <i>EM</i>	No Changes	With Changes
Review Date: 1-3-17		

*see Dan L's changes*

\*\* Sole Source Explanation:

*\* All comments have been addressed*

RECEIVED  
 PURCHASING DIVISION  
 2016 DEC 28 P 1:52  
 CLAY COUNTY BOARD OF COMMISSIONERS

Interior Renovations to Clay County Building Division 3<sup>rd</sup> Floor

THIS CONTRACT is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2017, between Clay County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and Gary S. Bailey, Inc. (hereinafter referred to as the "Contractor"), whose address is 5201 County Road 218, Middleburg, Florida 32068.

SECTION 1. PURPOSE AND PROJECT

- 1-1. The Contractor, in consideration of the payments agreed to be made by the County, hereby covenants and agrees to furnish and deliver all material, and to perform all work and labor required for the following project:

Bid Number: 16/17-4, Interior Renovations to Clay County Building Division 3<sup>rd</sup> Floor (hereinafter referred to as the "Bid Document").

SECTION 2. GOVERNING DOCUMENTS

- 2-1. The Contractor shall construct the Interior Renovations to Clay County Building Division 3<sup>rd</sup> Floor in accordance with the project plans assigned Bid No.: 16/17-4 by Clay County and the architect (hereinafter referred to as the "Contract Drawings"). For purposes of this Contract, the Contract Drawings are incorporated herein by reference and are made a part hereof. The improvements to be constructed in accordance with the Contract Drawings are referred to in this Contract as the "Project." In performing the work of the Project, the Contractor shall also comply with and conform to all requirements set forth in the bid instructions for the Project, a copy of which is incorporated by reference herein. The Contractor shall complete the Project and shall perform the work contemplated in this Contract in strict conformity with the following documents which are incorporated by reference and made a part hereof:

- (a) The Contract Drawings;
- (b) The County's Standard Addendum to all Contracts and Agreements;
- (c) The Scrutinized Companies Certification;
- (d) The Bid Document;
- (e) The Contractor's written response to the Bid Document (hereinafter referred to as the "Contractor's Response") (See Exhibit A); and,

- (f) Those other documents defined or referred to in the Bid Document on file at the office of the Purchasing Division, Clay County, Florida which are approved by the County. All documents described above are kept on file in the Purchasing Division or the office of the Clay County Finance Department.

### SECTION 3. INDEMNIFICATION

- 3-1 The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work of the Project and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers agents, employees, subcontractors, suppliers or servants.

### SECTION 4. CONTRACT AMOUNT

- 4-1. For purposes of this Contract, the Contract Amount is defined as the Contract Price set forth in subsection 4-2 as adjusted by approved Supplemental Agreements.
- 4-2. In consideration of the premises, the County agrees to pay all associated construction costs, as identified in the Bid Document and the Contractor's Response, to the Contractor for the Project herein when fully completed. The total price for the work of the Project is **\$189,786.00** herein referred to as the "Contract Price." Payments are to be made at the unit prices and lump sums specified for the various items in the Contractor's schedule of prices set forth in the Contractor's Response, upon presentation of the proper certificates to the County Representative upon the terms set forth in the specifications provided in the Bid Document. The actual amount to be paid to the Contractor under this Contract shall be the total amount based on the unit prices and lump sums contained in the Contractor's Response for the work actually authorized and performed.
- 4-3. The right is reserved by the County to increase or decrease any or all of the items in the estimate of approximate quantities as shown in the Bid Document.
- 4-4. Whenever any change or combination of changes in the Plans results in an increase or decrease in the original quantities set forth in the Plans or the Bid Document, and the work added or eliminated is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of work performed.
- 4-5. Supplemental Agreements shall be used to clarify the plans and specifications of the Contract, to provide for major quantity differences which result in the Contractor's

work effort exceeding the original Contract amount, to provide for unforeseen work, or alterations in plans which could not reasonably have been contemplated or foreseen in the original plans and specifications, to provide a safe and functional facility, to settle Contract claims, and to make the Project functionally operational in accordance with the intent of the original Contract. No work covered by a Supplemental Agreement shall be performed before the County Representative gives written authorization. Such written authorization shall set forth the prices agreed upon and other pertinent information and shall be reduced to written Contract document form promptly. No payment shall be made on a Supplemental Agreement prior to County approval of the document. In addition, the County shall make no payment for any unauthorized work.

## SECTION 5. TIMELY PERFORMANCE

- 5-1. The Contractor agrees to perform all necessary work as provided for in the Contract, the Plans, and the Bid Documents, and to execute the Contract within 10 calendar days after the date the contract is approved and executed by the Board of County Commissioners, or an alternate date as agreed to by the County and the Contractor,.
- 5-2. The Contractor shall accomplish Substantial Completion of its scope of the work no later than 90 calendar days from the date of commencement (The "Substantial Completion Date"). Final Completion of the work shall be achieved within 120 days from the date of commencement.
- 5-3. It is understood and agreed that the date on which days will begin to be charged to the project shall be either (i) the 10<sup>th</sup> calendar day from the date of issuance of the initial notice to begin work or, (ii) the date on which the Contractor actually begins work, whichever date is the earlier.
- 5-4. The Contractor further agrees to furnish a sufficient and satisfactory performance bond in the sum of not less than 100% of the Contract Amount. In addition, the Contractor agrees to furnish a payment bond in the same sum, and a certificate of insurance as required in the Bid Documents prior to Project commencement. The bond format will be provided by the County to the Contractor for proper execution and shall comply with Section 255.05, F.S. The Contractor shall cause the bonds required herein to be recorded in the public records of the County prior to commencing any work on the project at the Contractor's sole cost and expense, and shall deliver the recorded bonds to the County Representative.
- 5-5. The Contractor agrees to provide a certificate of insurance as required in the Bid Documents, naming Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear, as additional named insured under general liability.

- 5-6. Supplemental Agreements shall be used when a time extension is required due to any unforeseen circumstances. Such written authorization shall set forth the agreed amount of time for such extension.

## SECTION 6. DEFAULT

- 6-1. In case of default on the part of the Contractor, actions for all expenses incidental to ascertaining and collecting losses under the bond, including accounting, engineering and legal services, together with any and all costs incurred in connection with renegotiating the Contract, shall lie against the bond.
- 6-2. If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed" or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Contract or performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily, or allows any final judgment to stand against it unsatisfied for a period of ten calendar days, or makes an assignment for the benefit of creditors, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond for any reasonable cause becomes unsatisfactory in the opinion of the County, the County Representative will give notice in writing to the Contractor and its surety of such delay, neglect, default or opinion.
- 6-3. If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, including providing a new bond or bonds to the County, the County shall, upon written certificate from the County Representative of the fact of such delay, neglect, default or opinion and the Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contract to be in default.
- 6-4. This Contract is to be binding upon the County and upon the Contractor, its heirs, administrators, or assigns and is voidable and may be terminated by the County if the provisions of the statutes and documents incorporated herein relative thereto are not complied with.
- 6-5. Termination of this Contract or a portion hereof, under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion, nor shall it relieve its surety of the surety's obligation for and concerning any just claims arising out of the work performed.



## SECTION 7. TERMINATION

- 7-1. The County may terminate this Contract or any amendment hereto at its convenience without cause. In the event of termination the Contractor will be compensated for work authorized and completed prior to the date of termination.

## SECTION 8. LIQUIDATED DAMAGES

- 8-1. Liquidated damages for default by the Contractor in completion of the work will be established by using the schedule found in the Bid Document. A percentage of the established liquidated damage amount will be enforced in the event the project is not fully completed by the final completion date. This is further defined in Section 8, Subsection 8-3 of this Contract.
- 8-2. Time for completion of the work is of the essence. The parties hereto mutually understand and agree that time is of the essence in the performance of this Contract for construction and that the County will incur damages if the Contractor's scope of the work is not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform and complete its services so that (i) the work is substantially completed by the Substantial Completion Date; and, (ii) the work is finally completed by the Completion Date.
- 8-3. Should the Contractor fail to complete the Project within the days agreed, it is mutually agreed to and understood by both parties that said Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of **Two Hundred Dollars (\$200.00)** per calendar day for each and every day after the Final Completion Date until final completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until Final Completion has been achieved by any completing Contractor. Regardless of whether the Contract time is stipulated in calendar days or working days, default days shall be counted in calendar days. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County.
- 8-4. Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract time allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Contract.

## SECTION 9. PARTIAL PAYMENTS

- 9-1. The Contractor may request payment no more than once monthly, based on the amount of work done or completed. All partial estimates and payments shall be subject to correction when submitted, in the subsequent estimates, and the final estimate and payment. Payments will be made in accordance with the Local Government Prompt Payment Act. Contractor payment requests shall be filed in accordance with the

schedule provided by the County to match the County Board of Commissioners meeting schedule.

- 9-2. The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Florida Statute 255.078.

The County may withhold from each progress payment made to the Contractor an amount not to exceed 10 percent of the payment as retainage until 50% completion of such services.

After 50% completion of the construction services purchased pursuant to the Contract, the County must reduce to 5% the amount of retainage withheld from each subsequent progress payment made to the Contractor. The point at which the County has expended 50% of the total cost of the construction services purchased as identified in the Contract, together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract.

After 50% completion of the construction services purchased pursuant to the Contract, the Contractor may elect to withhold retainage from payments to its subcontractors at a rate higher than 5%. The Contractor shall notify the subcontractor, in writing, of its determination to withhold more than 5% of the progress payment and the reasons for making that determination, and the Contractor may not request the release of such retained funds from the County.

After 50% completion of the construction services purchased pursuant to the Contract, the Contractor may present to the County a payment request for up to one-half of the retainage held by the County. The County shall promptly make payment to the Contractor, unless the County has grounds, pursuant to F.S. 255.078 (6), for withholding the payment of retainage. If the County makes payment of retainage to the Contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

- 9-3. Prior to submitting any request for payment, the Contractor shall certify that all subcontractors and suppliers having any interest, performing any of the work or supplying any of the materials with respect to the Project have received their pro rata share of previous periodic payments to the Contractor for all work completed and materials furnished. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers having an interest in the Contract their pro rata shares of the payment for all work completed and materials furnished. The term "subcontractor," as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the Project for which partial payment has been made by the County, and works done under equipment rental agreements.

## SECTION 10. RECOVERY RIGHTS

- 10-1. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.
- 10-2. All records pertaining to the Project shall be retained by the Contractor for a period of five years from the date of final acceptance of the project. Upon request, all such records shall be made available to the County or its representatives. For the purposes of this Contract, records shall include all books of account, supporting documents and papers deemed necessary by the County to assure compliance with the Contract provisions.

## SECTION 11. SUBLETTING

- 11-1. Subcontractors may be added to this Contract during the Contract period only with PRIOR WRITTEN CONSENT from Clay County, and only for reasonable cause, as judged by the County.

## SECTION 12. AUTHORITY TO SUSPEND WORK

- 12.1 The County Representative shall have the authority to suspend the work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the work. Should the County be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay with such determination to be set forth in writing.

## SECTION 13. PRESERVATION OF PROPERTY

- 13-1. The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. This applies to public and private property and whenever such property is damaged as a result from the performance of the work, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.



#### SECTION 14. FAILURE TO RESTORE DAMAGED PROPERTY

- 14-1. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County Representative may upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the Contractor under the Contract. Nothing in this clause shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property, not shown on the plans, and such work is authorized by the County Representative, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

#### SECTION 15. AUDIT OF CONTRACTOR'S RECORDS

- 15-1. Upon execution of the Contract, the County reserves the right to conduct any necessary audit of the Contractor's records pertaining to the Project. Such an audit, or audits, may be conducted at any time prior to final payment, or thereafter pursuant to Section 10 hereof. The County may also require submittal of the records from either the Contractor, or any of its subcontractors or both. The Contractor shall make the aforementioned requirement a provision in its agreement(s) with all subcontractors. For the purpose of this Contract, records shall include all books of account, supporting documents and papers deemed necessary by the County to assure compliance with the Contract provisions.
- 15-2. Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from quoting and bidding for future Contracts or disapproval as a subcontractor at the option of the County.
- 15-3. The Contractor shall assure that its subcontractor will provide access to the subcontractor's records pertaining to the Project upon request by the County.

#### SECTION 16. HEADINGS

- 16-1. The headings of the Sections and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections or Attachments.

#### SECTION 17. CHOICE OF LAW/FORUM

- 17-1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

- 17-2. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Contract or regarding the rights, remedies, obligations or liabilities of the parties arising under this Contract, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

## **SECTION 18. SEVERABILITY**

- 18-1. In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

## **SECTION 19. ACCEPTANCE OF FINAL PAYMENT**

- 19-1. It is agreed and understood that the acceptance of the final payment to the Contractor shall be considered as a release in full of all claims against the County or any of its members or agents arising out of, or by reason of, work done or material furnished under this Contract. The Contractor will then be released from further obligation except as set forth in its bond, and except as provided in Section 10 and 20 hereof.

Acceptance of final payment shall not occur until the following items have been submitted and approved by the County:

- a) As-Built Plans
- b) Release of Liens
- c) Completed punch-list generated from final inspection (As-Builts are required 7 days prior to scheduling the final inspection.)
- d) Warranty
- e) Certificate of Final Payment
- f) Consent of Final Payment from the Surety

## **SECTION 20. GUARANTY AND REPAIR FOR PERIOD**

- 20-1. The Contractor binds itself to use such materials and to so construct the work and improvements of the Project that same will be and remain in good repair and condition for a period of two years after the date of completion and acceptance of all improvements by the Clay County Board of County Commissioners, and agrees that it will repair or reconstruct said improvements at its sole expense necessitated within that time by any fault of materials, plans, methods or processes employed in the construction thereof, and the Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of the Board of County Commissioners, whose judgment shall be final and

conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, plans, methods, or processes, then the Board of County Commissioners shall cause to be served upon the Contractor a notice in writing to repair such improvements or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and the Contractor shall promptly comply therewith at its sole expense.

Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Contract.

#### SECTION 21. WASTE MATERIAL DISPOSAL

- 21-1. The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris or waste, all at no additional cost to the County.

#### SECTION 22. COUNTERPARTS

- 22-1. This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### SECTION 23. ASSIGNABILITY

- 23-1. The Contractor shall not assign any of its rights or duties under this Contract to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Contract may be declared terminated by the County.

#### SECTION 24. CONSTRUCTION ADMINISTRATION

- 24-1. Construction administration will be the responsibility of Dasher Hurst Architects pursuant to Dasher Hurst Work Order/Assignment #DHA-02-2015-14-15-154 and Clay County Agreement/Contract No. 14/15-154.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first written above.

Gary S. Bailey, Inc.  
5201 County Road 218  
Middleburg, FL 32068

CLAY COUNTY, a political subdivision  
of the State of Florida, by and through  
its Board of County Commissioners

By: \_\_\_\_\_

By: \_\_\_\_\_

Wayne Bolla  
Its Chairman

Date \_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME)

ATTEST FOR THE COUNTY:

\_\_\_\_\_  
S.C. Kopelousos  
County Manager and Clerk of the Board of  
County Commissioners

**STANDARD ADDENDUM TO ALL CONTRACTS  
AND AGREEMENTS**  
[Construction Services]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph and in paragraph 2, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) To the extent not otherwise expressly provided in the Agreement, the following provisions shall apply to all Invoices submitted by the Contractor for construction services as defined in the Act:

(i) The Contractor shall submit an Invoice no more frequently than once per calendar month.

(ii) The County will make payments when due in the form of an ACH wire transfer, or County warrant from a U.S. financial institution.

(iii) Invoices shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Each Invoice submitted must include the following information and items:

(1) The Contractor's name, address and phone number, including payment remittance address.

(2) The name, address and phone number of the Contractor's employee or agent to whom notices and inquiries regarding the Invoice may be directed.

(3) The Invoice number and date.

(4) Reference to the Agreement by its title and number as designated by the County.

(5) The period of the Work covered by the Invoice.

(6) A progress report detailing the Work performed for which payment is requested in sufficient detail to permit the Paying Agent to evaluate whether the same has been properly installed or performed in full accordance with this Agreement.

(7) Supporting documentation necessary to satisfy auditing requirements, for cost and Work completion; however, the Contractor shall not be required to include or disclose its confidential and proprietary raw costs or pricing data.

(iv) An Invoice that does not conform with subsubparagraphs (i) through (iii) will not be considered a proper invoice as defined in the Act. The Contractor must submit each Invoice to the Paying Agent at the address specified in the Agreement, or if the Agreement does not specify an address, then at the following address: Post Office Box 1366, Green Cove Springs, Florida 32043.

(b) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 20 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(c) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(d) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for construction services as defined in the Act, the following provisions shall apply:

(a) Except as otherwise defined in the Agreement, as used in this paragraph, the term "County Representative" means the County's project manager as identified in the Agreement, or if not so identified, the Manager or the Manager's designee; the term "Project" means the project for which the construction services are provided; and the term "substantial completion" means the achievement of beneficial occupancy or use of the Project. Promptly upon the achievement of substantial completion of the Project, the Contractor shall submit written notice thereof to the County Representative. If the

County has engaged an architect or engineer providing services to the County in connection with the construction and/or inspection of the Project (the Design Professional), the Contractor shall provide a copy of said notice thereto. Within 5 business days following the service of such notice, the Contractor, the County Representative and any Design Professional shall meet to inspect the Project for the purpose of developing a single written list of items required to render the Project complete, satisfactory and acceptable (the Punch List). The Contractor shall prepare the Punch List and, within 5 business days following the inspection, shall deliver a copy of the same to the County Representative and any Design Professional. The County Representative shall have 5 business days to review the Punch List as submitted by the Contractor and to notify the Contractor in writing whether the same is approved or disputed. Any disputed items shall be identified with reasonable specificity in the County Representative's notice. If items are disputed, within 5 business days thereafter, the Contractor, the County Representative and any Design Professional shall meet for the purpose of working in good faith to resolve the same. Within 2 business days thereafter, the Contractor shall deliver to the County Representative and any Design Professional a revised Punch List reflecting the resolution of the disputed items. Within 2 business days following receipt thereof, the County Representative shall review the same and notify the Contractor in writing whether the same is approved.

(b) If the estimated cost of the Project is less than \$10 million, the process for completing and approving the Punch List and any revision thereto under subparagraph (a) shall be completed within 30 calendar days after substantial completion has been achieved. If the estimated cost of the Project is \$10 million or more, the process for completing and approving the Punch List and any revision thereto under subparagraph (a) shall be completed within 30 calendar days after substantial completion has been achieved, or, if extended under the terms of the Agreement, within 60 days after substantial completion has been achieved.

(c) Upon receipt of the County's notice approving the Punch List, as the same may be revised, the Contractor shall have 30 calendar days to complete the items identified therein.

(d) The provisions of Section 218.735, Florida Statutes are incorporated by reference in the Agreement to the extent applicable or not otherwise addressed in this paragraph or the Agreement, and the parties shall be bound to perform as provided thereunder.

(e) This paragraph shall not apply if the total cost of the Project as identified in the Agreement is \$200,000 or less.

3. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

4. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

7. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

8. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

9. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

10. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

11. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

12. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

13. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;



(b) Upon request from the County's custodian of public records, provide the County 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

14. The Contractor's failure to comply with the requirements of paragraph 13 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

15. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**16. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 269-6352, [Ann.Mitchell@claycountygov.com](mailto:Ann.Mitchell@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

17. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

County:

ATTEST FOR CLAY COUNTY:

Clay County, a political subdivision of the State of Florida, by its Board of County Commissioners

\_\_\_\_\_  
S. C. Kopelousos, County Manager and Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Wayne Bolla  
Its Chairman

Contractor:

Gary S. Bailey, Inc.

(Corporate Seal)

By: \_\_\_\_\_  
Name and Title

### Scrutinized Companies Certification

[Clay County: Interior Renovations to Clay County Building Division 3<sup>rd</sup> Floor

Name of Company:<sup>1</sup> Gary S. Bailey, Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Gary S. Bailey, Inc.

(Seal)

By: \_\_\_\_\_

Its \_\_\_\_\_

---

<sup>1</sup> "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

# Exhibit A

## "REVISED" PRICE SHEET - BID NO. 16/17-4, INTERIOR RENOVATIONS TO CLAY COUNTY BUILDING DIVISION 3<sup>RD</sup> FLOOR

COMPANY NAME: Gary S. Bailey, Inc.

1	General Conditions Payment, Performance & Material Bond Premiums General Liability, Commercial Auto & Works Comp Insurance Builder's Risk Insurance Premium Overhead & Profit	
	Subtotal	\$ 42,186.00
2	Site Construction	
	Subtotal	\$ N/A
3	Concrete	
	Subtotal	\$ N/A
4	Masonry	
	Subtotal	\$ N/A
5	Metals	
	Subtotal	\$ 2,000.00
6	Wood and Plastic, <i>MILLWORKS</i>	
	Subtotal	\$ 47,000.00
7	Thermal & Moisture Protection	
	Subtotal	\$ N/A
8	Doors & Windows	
	Subtotal	\$ 5,200.00
9	Finishes	
	Subtotal	\$ 30,000.00
10	Specialties	
	Subtotal	\$ N/A

11	Equipment	
	Subtotal	\$ N/A
12	Furnishings	
	Subtotal	\$ N/A
13	Fire Suppression	
	Subtotal	4,000.00
15	Plumbing	
	Subtotal	\$ N/A
15	Heating, Ventilation, and Air Conditioning	
	Subtotal	\$ 6,400.00
16	Electrical	
	Subtotal	\$ 53,000.00
16	Electronic Safety and Security	
	Subtotal	\$ N/A

TOTAL BASE BID LUMP SUM PRICE \$ 189,786.00

Total Base Bid Lump Sum written in words: ONE HUNDRED EIGHTY NINE  
THOUSAND SEVEN HUNDRED EIGHTY SIX — 00/100 DOLLARS

\*\*Bids require a (5%) bid bond based on total Base Bid Lump Sum above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: Gary S. Bailey, Inc.

ESTIMATED TIME OF COMPLETION: 90-120 CAL. DAYS

**BID NO. 16/17-4, INTERIOR RENOVATIONS TO CLAY COUNTY BUILDING**  
**DIVISION 3<sup>RD</sup> FLOOR**

**CORPORATE DETAILS:**

(Failure to complete all fields may result in your bid being rejected as non-responsive).

COMPANY NAME: Gary S. Bailey, Inc.

ADDRESS: 5201 County Road  
218 Middleburg, FL 32068

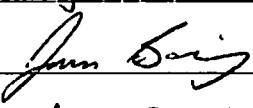
TELEPHONE: 904-291-2291

FAX #: 904-291-2464

E-MAIL: GSB162Lee@bellsouth.net

Name of Person submitting Bid: Jason Bailey

Title: Project Manager

Signature: 

Date: 10-30-16

**ADDENDA ACKNOWLEDGMENT:**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 10-26-16 Acknowledged by: JASON Bailey

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Gary S. Bailey, Inc.  
as Principal, hereinafter called the Principal, and FCCI Insurance Company  
a corporation duly organized under the laws of the State of Florida  
as Surety, hereinafter called the Surety, are held and bound unto Board of County Commissioners of Clay  
County, FL  
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount Dollars( 5% )  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.


WHEREAS, the Principal has submitted a bid for Interior Renovations to Clay County Building Division -  
Remodel of Interior to the 3<sup>rd</sup> Floor (Building Division)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a  
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be  
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance  
of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or  
in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal  
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in  
said bid and such larger amount for which the Obligee may in good faith contract with another party to  
perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full  
force and effect.

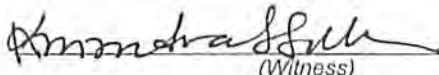
Signed and Sealed this 31st day of October, 2016.

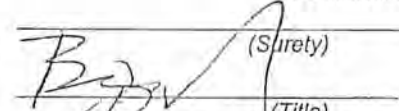
Gary S. Bailey, Inc.

  
(Witness)

 (Principal) (Seal)  
PRESIDENT  
(Title)

FCCI Insurance Company

  
(Witness)

 (Surety) (Seal)  
(Title)  
Benjamin K. Powell, Attorney-In-Fact



More than a policy. A promise.

## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert T Theus; Walter N Myers; Ben Powell; Susan W Jordan; Fitzhugh Powell Jr

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): \$5,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22<sup>ND</sup> day of September, 2011.

Attest:

Craig Johnson  
Craig Johnson, President  
FCCI Insurance Company



Thomas A. Koval Esq., SVP, General Counsel,  
Government Affairs and Corporate Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN  
Notary Public, State of Florida  
My Comm. Expires Sept. 25, 2016  
No. EE 213092

Arlene Cueman  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN  
Notary Public, State of Florida  
My Comm. Expires Sept. 25, 2016  
No. EE 213092

Arlene Cueman  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 31<sup>st</sup> day of October, 16

Thomas A. Koval, Esq., SVP, General Counsel,  
Government Affairs and Corporate Secretary





**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion Form**

- (1) The prospective Vendor, Gary S. Bailey, Inc., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Gary S. Bailey, Inc.

By:   
Signature

Gary Bailey President  
Name and Title

5201 C.R. 218  
Street Address

Middleburg, FL 32068  
City, State, Zip

10-30-16  
Date

Scrutinized Companies Certification  
[Clay County BID NO. 16/17-4, Interior Renovations to Clay County Building Division 3<sup>rd</sup> Floor]

Name of Company:<sup>1</sup> Gary S. Bailey, Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Gary S. Bailey, Inc.

(Seal)

By: Gary Bailey

[Signature]  
Its President

<sup>1</sup> "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.



GARYS-1

OP ID: EG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2016

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

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

PRODUCER  
INSURAMERICA OF FLORIDA, INC.  
4348 SOUTHPPOINT BLVD STE 200  
JACKSONVILLE, FL 32216  
Sheryl D. Corley, CIC

CONTACT NAME: Elin Guzman

PHONE (A/C, No, Ext): 904-332-8585

FAX (A/C, No): 904-296-1888

E-MAIL: eguzman@insuramerica-fl.com

ADDRESS: eguzman@insuramerica-fl.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Southern Owners Insurance

10190

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Gary S. Bailey, Inc.  
162 Lee Drive South  
Middleburg, FL 32068-3847

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL Plus Endt GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		78627462	12/20/2015	12/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

CLAYCYT

Clay County Board of County  
Commissioners  
477 Houston Street  
Green Cove Springs, FL 32043

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Elin Guzman*

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# GARY S. BAILEY, INC. BUILDING CONTRACTOR

License No. CBC 018022

5201 C.R. 218 • MIDDLEBURG, FL 32068 • (904) 291-2291 • gsb162lee@bellsouth.net

## SIMILAR PROJECTS LIST

<u>Date</u>	<u>Owner Name and Address</u>	<u>Contact</u>	<u>Project Name</u>	<u>Project Scope</u>	<u>Construction Technique</u>	<u>Dollar Value</u>
2015	CLAY COUNTY SCHOOL BOARD. 900 WALNUT STREET, GREENCOVE SRPINGS, FL 32043	BRYCE ELLIS (904) 272-8100	ORANGE PARK JUNIOR HIGH SCHOOL KITCHEN REMODEL	NEWLY REMODELED KITCHEN WITH ALL NEW FLOORING, AND LAYOUT	REMODEL	83,000.00
2015	CLAY COUNTY EDUCATION ASSOCIATION. 3798 OLD JENNINGS ROAD, MIDDLEBURG, FL 32068	RENN LEE PAIVA (904) 203-2092	CLAY COUNTY EDUCATION BUILDING REMODEL	UPGRADES TO RESTROOMS AND NEW PARKING LOT FOR THE CCEA	REMODL/NEW	59,236.00
2015	JACKSONVILLE JAGUARS, 1 EVERBANK FIELD DRIVE, JACKSONVILLE, FL 32202	MEGHA PAREKH (908) 692-9655	TEAM DINING RENOVATION	COMPLETE REMODEL OF THE TEM DININIG AREA	REMODEL	29,691.00
2016	CLAY COUNTY SCHOOL BOARD. 900 WALNUT STREET, GREENCOVE SPRINGS, FL 32043	BRYCE ELLIS (904) 272-8100	OAKLEAF JUNIOR HIGH SCHOOL BOYS/GIRLS LOCKER ROOM REMODEL	COMPLETE RENOVATION AND UPGRADE OF THE BOYS AND GIRLS LOCKER ROOMS	DEMOLITION/ RENOVATION	358,240.00

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requestor. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Gary S. Bailey, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual sole proprietor or single-member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) in \_\_\_\_\_  
☐ C Corporation  
☒ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
5201 CR 218

6 City, state, and ZIP code  
MIDDLEBURG FLA. 32668

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Part II Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

OR

Employer identification number								
5	7	-	2	0	5	6	3	5

**Part III Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Gary S. Bailey Date OCT. 31, 2016

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/irb9](http://www.irs.gov/irb9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds a calendar year. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must, under certain conditions, withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Final estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper notifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** *Still applicable.* Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entity.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(3)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity regulated at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A nominee known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 6
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and 1099-NEC, Nonemployee Compensation.

<sup>1</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including national principal contracts, futures, forwards, and options) that is regulated as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity regulated at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual Taxpayer Identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-325-2670).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to publicly traded instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. This 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution.** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code outline*.

**Signature requirements.** Complete the certification as indicated in items 1 through 6 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>1</sup>
4. a. The usual irrevocable savings trust (grantor is also trustee) b. So-called trust account that is not a trust or valid trust under state law	The grantor-trustee <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>1</sup>

For this type of account	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 2553 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or real estate investment	The broker or syndicator
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or agency) that receives periodic program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method 1 or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

<sup>1</sup> List first and circle the name of the person whose name you furnish. If only one person is listed, then circle the name. Do not provide the number of the person listed.

<sup>2</sup> Circle the name of the person listed on the table (SSN).

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

<sup>5</sup> Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4480 or submit Form 14039.

For more information, see Publication 4536, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4776 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business email and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contact with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-438-8800 (1-877-438-8800).

Visit [irs.gov](http://irs.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you. This large interest you paid, the acquisition or abandonment of secured property, the cancellation of debt, or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file a declaration of non-filing the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to other federal, state, and local law enforcement agencies and to other countries under a treaty, to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payors must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



RECEIVED  
PURCHASING DIVISION

2016 OCT 31 P 3: 39

CLAY COUNTY BOARD OF  
COMMISSIONERS

Clay County Purchasing Division  
477 Houston Street  
PO Box 1366  
Green Cove Springs, FL 32043

Receipt for Bid #: 16/17-4  
Company Name: GARY S Bailey Inc

County Building Division 3rd Floor

GARY S BAILEY INC

**Issued: 10/26/16**

**Addendum No. 1**

**Bid 16/17-4, Interior Renovations to Clay County Building Division 3<sup>rd</sup> Floor**

The items of this Addendum shall modify and become part of the contractual documents for this project as of this date. Receipt of and incorporation of this Addendum must be acknowledged in the bid on page 16. Failure to acknowledge this addendum will be grounds for rejection of proposal.

**DUE DATE:** Monday, October 31, 2016, 4:00 pm

**OPEN DATE:** Tuesday, November 1, 2016, 1:00 pm

- 1) Can work be done at night?

Response: Work shall be done 7:00 a.m. to 5:00 p.m. due to security.

- 2) Since sprinkler heads will come down and system will be drained, can this work be done on weekend?

Response: Possible, but major components of work to be done during work hours. Coordinate this with project manager.

- 3) Is there a projected schedule completion time?

Response: Contractors shall give estimated time of completion on revised price sheets page 14-15.

- 4) Will mechanical test and balance have to be done?

Response: Yes, it is in the notes on the drawings; page M201, Specifications Item #12.

- 5) Will duct cleaning be required?

Response: Duct cleaning will not be required.

- 6) Page D101, Note 6 Remove existing plumbing fixture in demo notes. Is this to be done?

Response: No, there is no plumbing work required.

**"REVISED" PRICE SHEET - BID NO. 16/17-4, INTERIOR RENOVATIONS TO CLAY  
COUNTY BUILDING DIVISION 3<sup>RD</sup> FLOOR**

**COMPANY NAME:** \_\_\_\_\_

<b>1</b>	<b>General Conditions</b> Payment, Performance & Material Bond Premiums General Liability, Commercial Auto & Works Comp Insurance Builder's Risk Insurance Premium Overhead & Profit	
	<b>Subtotal</b>	<b>\$</b>
<b>2</b>	<b>Site Construction</b>	
	<b>Subtotal</b>	<b>\$</b>
<b>3</b>	<b>Concrete</b>	
	<b>Subtotal</b>	<b>\$</b>
<b>4</b>	<b>Masonry</b>	
	<b>Subtotal</b>	<b>\$</b>
<b>5</b>	<b>Metals</b>	
	<b>Subtotal</b>	<b>\$</b>
<b>6</b>	<b>Wood and Plastic</b>	
	<b>Subtotal</b>	<b>\$</b>
<b>7</b>	<b>Thermal &amp; Moisture Protection</b>	
	<b>Subtotal</b>	<b>\$</b>
<b>8</b>	<b>Doors &amp; Windows</b>	
	<b>Subtotal</b>	<b>\$</b>
<b>9</b>	<b>Finishes</b>	
	<b>Subtotal</b>	<b>\$</b>
<b>10</b>	<b>Specialties</b>	
	<b>Subtotal</b>	<b>\$</b>

11	Equipment	
		<b>Subtotal</b>
12	Furnishings	\$
		<b>Subtotal</b>
13	Fire Suppression	\$
		<b>Subtotal</b>
15	Plumbing	
		<b>Subtotal</b>
15	Heating, Ventilation, and Air Conditioning	\$
		<b>Subtotal</b>
16	Electrical	\$
		<b>Subtotal</b>
16	Electronic Safety and Security	\$
		<b>Subtotal</b>

**TOTAL BASE BID LUMP SUM PRICE** \$

Total Base Bid Lump Sum written in words:

**\*\*Bids require a (5%) bid bond based on total Base Bid Lump Sum above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.**

**COMPANY NAME:** \_\_\_\_\_

**ESTIMATED TIME OF COMPLETION:** \_\_\_\_\_



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee

DATE: 1/9/2017

FROM: Karen Thomas, Administrative &  
Contractual Services

SUBJECT: Request approval of first renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds. This bid was awarded to multiple vendors and is based on a percent discount off Manufacturer Suggested Retail Price as well as pricing for field lighting projects. Renewal will be for a one year period. Funding Source: Various (J. Householder)

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP as needed.

**Is Funding Required (Yes/No):**  
**Yes**

**If Yes, Was the item budgeted (Yes/No/N/A):**  
**Yes**

Funding Source: Various

**Sole Source (Yes/No):**  
**No**

**Advanced Payment (Yes/No):**  
**No**

**ATTACHMENTS:**

Description

- ▯ [1st renewal RFP 13/14-8](#)
- ▯ [Musco](#)
- ▯ [M Gay](#)

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/11/2017 - 12:49 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:32 PM	

**PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES  
FOR PARKS & PLAYGROUNDS**

**Bid #13/14-8**

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b>Advanced Rec. Concepts</b> <b>(321) 775-0600</b>	Litchfield	Pavilions & Structures	3%	35%	Yes	Yes
	Highland Products	Site Furnishings	3%	35%	Yes	Yes
	R3 Recycled Play Structures	Playground Equip.	3%	35%	Yes	Yes
	Skyspan Structures	Shade Structures	3%	35%	Yes	Yes
	Zeager Playground Surfacing	Rubber surfacing	5%	NA	Yes	Yes
	Bolling Forest Products	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Innovative Wood Mulch	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Water Splash	Water Play Equip.	3%	NA	Yes	Yes
	BCI Burke	Playground Equip.	5%	35%	Yes	Yes
	Berliner Seilfabrik – Urban Designs	Cable Climbing Playground Equip.	3%	40%	Yes	Yes
	Playcraft by Krauss Craft/Exercraft	Playground & Fitness Equip.	3%	35%	Yes	Yes
	Superior International	Playground Equip.	3%	35%	Yes	Yes
	Paris/Ramparts	Fitness Equip.	3%	35%	Yes	Yes
	Sports Rock (Park Pets)	Rocks shaped like animals for climbing	3%	50%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Advanced Rec. Concepts (cont.)</u></b>	Rubber Designs By Rainbow Turf Prod.	Playground surfacing	5%		Yes	Yes
	Nationwide Turf	Synthetic Turf	5%	NA	Yes	Yes
	Polysoft	Playground surfacing	5%	NA	Yes	Yes
	Bison	Sporting Equip.	3%	40%	Yes	Yes
	Kay Park	Park Amenities	3%	40%	Yes	Yes
	Ultra Play	Park Furniture	3%	40%	Yes	Yes
	Freenotes Harmony Park	Musical Amenities	3%	35%	Yes	Yes
	Webcoat	Tables & Benches	3%	40%	Yes	Yes
	GT Grandstands	Bleachers	3%	40%	Yes	Yes
	Ball Fabrics	Shade Structures	3%	35%	Yes	Yes
	Cedar Forest Products	Wooden Shade Structures	3%	35%	Yes	Yes
	Playspace Services, Inc.	Installer				
<b><u>REP Services, Inc.</u></b>  <b>(407) 831-9658, ext. 230</b>	Landscape Structures	Playground Equip.	2%	45%	Yes	Yes
	Porter/Poligon	Shade Structures	2%	53%	Yes	Yes
	DuMor, Inc.	Park Amenities	2%	40%	Yes	Yes
	Anova	Park Amenities	2%	40%	Yes	Yes
	USA Shade, Inc.	Shade Structure	2%	60%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>REP Services, (cont.)</u></b>	ForeverLawn	Grass for safe-play areas	5%	Installation included in price per SF	Yes	Yes
	Vitriturf/Hanover, Inc.	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
	Irvine Wood Recovery	Playground mulch	5%	99%	Yes	Yes
	Sof Surfaces	Tile for safe play areas	5%	33%	Yes	Yes
	Tot Turf	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
<b><u>Southern Recreation, Inc.</u>  (904) 387-4390 (904) 545-9870 (c)</b>	Playland	Playground equip.; park amenities; shade structures	15%	28%	Yes	Yes
	SportsPlay	Playground equip.; shade structures	10%	28%	Yes	Yes
	Jaypro	Sports equip.	10%	28%	Yes	Yes
	Kay Park	Bleachers; park amenities	10%	28%	Yes	Yes
	Webcoat	Park amenities & shade structures	10%	28%	Yes	Yes
	Ultra Play	Playground equip.	10%	28%	Yes	Yes
	Ultra Site	Pet Park equip. & Park amenities	10%	28%	Yes	Yes
	Sitescapes	Park amenities	10%	28%	Yes	Yes
	Litchfield (SSI Structures)	Park amenities	10%	28%	Yes	Yes
	Superior Shade	Shade structures	10%	28%	Yes	Yes
	Zeager Wood Carpet	Playground surfacing	10%	28%	Yes	Yes
	Murdock	Water fountains	10%	NA	Yes	Yes



Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Southern Recreation, Inc.</u></b> <b><u>(cont.)</u></b>	Sportable Scoreboards	Scoreboards	10%	Varies with project	Yes	Yes
<b><u>Playmore West, Inc.</u></b>  <b>(329) 791-2400</b>	Playworld Systems	Playground Equip.	5%	30%	Yes	Yes
	Zeager	Playground surfacing	5%	75%	Yes	Yes
	X Grass	Synthetic turf	5%	Included	Yes	Yes
	Child Safe	Poured in place safety surface	5%	Included	Yes	Yes
	Shade Systems	Shade structures	5%	60%	Yes	Yes
	Classic Recreation	Shade structures & small RR bldgs.	5%	60%		
<b><u>J Durgan Assoc., Inc.</u></b>  <b>(561) 654-9708</b>	Regal Contractors, Inc.	Installer				
	Greenfield Outdoor Fitness	Exercise equip. & h/c playground equip.	2%	-0-	Yes	Yes
	Apollo Sunguard	Shade structures	5%	-0-	Yes	Yes
	Henderson Recreation	Playground equip.	10%	-0-	Yes	Yes
	Everguard	Poured in place safety surface	-0-	-0-	No	Yes
<b><u>Victor Stanley, Inc.</u></b>  <b>(407) 641-0241</b> <b>(407) 637-9385</b>	Victor Stanley	Planters, trashcans, park amenities	5%	25%	Yes	Yes
<b><u>Robertson Industries, Inc.</u></b>  <b>(954) 882-1366</b>	Tot Turf	Poured in place safety surface	10%	Included	Yes	Yes
	Art of Flooring	Installer				

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Recycled Plastic Factory, LLC</u></b> <b>(941) 473-1618</b>	Recycled Plastic Factory, LLC	Park amenities	23%	NA	Yes	Yes
<b><u>No Fault Sports Group, LLC</u></b> <b>(225) 215-7760</b>	No Fault Sports Group, LLC	Poured in place safety surface	10%			
	Playsafe Surfacing, LLC	Installer				
<b><u>Greenfields Outdoor Fitness, Inc.</u></b> <b>(888) 315-9037</b>	Greenfields Outdoor Fitness, Inc.	Exercise equip. & h/c playground equip.	2%	Varies	Yes	Yes
<b><u>Regal Contractors, Inc.</u></b> <b>(561) 906-7321</b>	Greenfield Outdoor Fitness, Inc.	Installer	NA	40%		
	Henderson Recreation Equip., LTD	Installer	NA	35%		
	Everguard Surfacing	Installer	NA	-0-		
	Apollo Sunguard	Installer	NA	80%		
	Landscape Structures, Inc.	Installer	NA	30%		
	Playworld Systems	Installer	NA	30%		
	PlaypowerLT/LittleTikes Commercial Farmington	Installer	NA	36%		
	Miracle Recreation Equip.	Installer	NA	32%		
	Shade Systems, Inc.	Installer	NA	80%		
<b><u>Gulf Coast Sports, LLC</u></b> <b>(855) 827-1386</b>	Gulf Coast Sports, LLC	Bleachers, Pressboxes & park amenities	5%	3%	No	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b>Bliss Products &amp; Services, Inc.</b> <b>(904) 210-7760</b>	ActionPlay	Safe play borders, swing parts, park amenities	5%	Priced per job	Yes	Yes
	American Mulch	Mulch	Priced per job	Priced per job	No	No
	Athletic Connection	Athletic equip.	5%	Priced per job	Yes	Yes
	Bark Park	Equip. for dog park	8%	35%	Yes	Yes
	Big Toys	Playground equip.	5%	35%	Yes	Yes
	BRP	Bleachers, park amenities	5%	Priced per job	Yes	Yes
	CemRock	Rock climbers	5%	Priced per job	No	No
	Childworks	Playground equip. & swing parts	5%	Priced per job	Yes	Yes
	Colorado Time Systems	Scoreboards	5%	Priced per job	Yes	Yes
	Compac Filtration	Equip. for water parks	5%	Priced per job	Yes	Yes
	Dero	Bicycle racks	5%	Priced per job	Yes	Yes
	Dura Play	Safety surfaces	5%	Priced per job	Yes	Yes
	DynaCushion	Safety surfaces	10%	Priced per job	No	No
	Dynamo	Sports & playground equip., rock climbing	10%	Priced per job	Yes	Yes
	Electro Mesh Scoreboard	Scoreboards	10%	Priced per job	No	No

	Elephant Play	Playground equip.	10%	35%	Yes	Yes
	Everguard	Poured in place safety surfaces	10%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Bliss Products &amp; Services, Inc.,</u></b> <b><u>(cont.)</u></b>	Everlast Climbing	Wall Climbers	10%	Priced per job	Yes	Yes
	Fibar	ADA playground safety surfaces	10%	Priced per job	Yes	Yes
	Forestry Resources	Mulch/Lumber	5%	Priced per job	No	No
	Forte	Plastic timbers for safe-play area	5%	Priced per job	Yes	Yes
	Gared Sports	Netting, field equip., sports equip.	10%	Priced per job	Yes	Yes
	GT Grandstands	Bleachers	10%	Priced per job	Yes	Yes
	Innovative Mulching	Mulch	10%	Priced per job	No	No
	Jayhawk Plastics	Park furnishings	10%	Priced per job	Yes	Yes
	Jaypro Sports	Indoor & outdoor sports equip.	5%	Priced per job	Yes	Yes
	Jensen Swings	Repair parts for swings	5%	Priced per job	Yes	Yes
	Kay Park	Playground equip.	5%	Priced per job	No	No
	Madrax	Bicycle racks	5%	Priced per job	Yes	Yes
	Most Dependable Fountains	Water fountains	5%	Priced per job	Yes	Yes
	Murdock Fountains	Water fountains	5%	Priced per job	Yes	Yes
	National Recreation Systems	Bleachers	5%	Priced per job	Yes	Yes

	Outback Shelters	Shelters	10%	Priced per job	Yes	Yes
	Play and Park Structures	Playground equip.	10%	35%	Yes	Yes
	Play Guard	Safety surfaces	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Bliss Products &amp; Services, Inc.,</u></b> <b><u>(cont.)</u></b>	Playmore	Playground Equip.	5%	35%	Yes	Yes
	Playsafe Surfacing	Safety surfacing	5%	Priced per job	No	No
	Playsafer	Rubber mulch & curbing	5%	Priced per job	Yes	Yes
	Pro Mats	Netting, padding, benches, equip.	5%	Priced per job	Yes	Yes
	Rubber Recycling	Recycled rubber for safe play areas	5%	Priced per job	No	No
	Sand Lock Sandbox	Sandboxes	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Sod	Priced per job	Priced per job	No	No
	Shade America	Shade Structures	10%	Priced per job	Yes	Yes
	Shaw Industries	Flooring/Carpet	5%	Priced per job	No	No
	Shelterscapes	Shelters(?)	5%	Priced per job	No	No
	Spectrum	ADA pool lifts & equipment	5%	Priced per job	Yes	Yes
	Spiral Court King	Court equipment	5%	Priced per job	No	No
	Spohn Ranch/Tru Ride	Skate ramps	5%	Priced per job	Yes	Yes
	Sportsplay	Playground equip., shelters, park amenities	5%	Priced per job	Yes	Yes

	Stewart Tennis Courts	Tennis Courts	Priced per job	Priced per job	No	No
	Structural Wood Systems	Lumber	5%	Priced per job	No	No
	Suwannee Lumber	Lumber	5%	Priced per job	No	No
	Tennis Unlimited	Tennis netting	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Bliss Products &amp; Services, Inc.,</u></b> <b><u>(cont.)</u></b>	Terra Pad	Pads for fall zones	5%	Priced per job	Yes	Yes
	Terra Soft	Poured in place safety surface	5%	Priced per job	Yes	Yes
	Turf Evolution	Synthetic grass	5%	Priced per job	Yes	Yes
	Ultra Play	Toddlers play equip.	5%	Priced per job	Yes	Yes
	Ultra Site	Shade structures, bleachers, park amenities	5%	Priced per job	Yes	Yes
	Ultra Shade	Shade structures	5%	Priced per job	Yes	Yes
	Vortex Water Parks	Equip. for water parks	5%	Priced per job	Yes	Yes
	Webcoat	Plastic coated park amenities	5%	Priced per job	Yes	Yes
	Wood Mulch Products	Mulch	5%	Priced per job	No	No
	X-Grass	Synthetic Turf	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Installer				
	FunBuilders, Inc.	Installer				
	Chris Patton	Installer				

<b><u>Apollo Sunguard Systems, Inc.</u></b>  <b>(941) 925-3000</b>	Apollo Sunguard	Shade Structures	8%	50%	Yes	Yes
	Cocozza Construction	Installer				
	Regal Contractors	Installer				
	A & W Specialty Contracting	Installer				
<b>Distributor</b>	<b>Manufacturer</b>	<b>Product</b>	<b>Discount Allowed from MSRP</b>	<b>Installation Discount</b>	<b>Catalog Provided</b>	<b>Current MSRP List Supplied</b>
<b><u>Robertson Industries, Inc.</u></b>  <b>(954) 882-1366</b>	TotTurf	Playground safety surfacing	10%	Included in MSRP discount	Yes	Yes
	Art of Flooring	Installer				
<b><u>Miller Recreation Equip. &amp; Design</u></b>  <b>(941) 792-4580</b>	Miracle Recreation Equipment Co.	Playground Equip.	8% \$ 0 - \$4,999 12% \$5,000 - \$9,999 15% \$10,000 - \$17,999 18% \$18,000 - \$24,999 20% \$25,000 - above	23% \$0- \$9,999 25% \$10,000 - \$24,000 26% \$25,000 - above	Yes	Yes
	Foresite Designs	Park amenities	5%	32%	Yes	Yes
	Recycled Design	Recycled park amenities	5%	32%	Yes	Yes
	Forever Lawn	Synthetic Grass	5%	NA	Yes	Yes
	Shade Systems	Shade structures	5%	NA	Yes	Yes
	Bison Sports	Sports equip.	5%	32%	Yes	Yes
	Webcoat	Coated outdoor furniture	5%	32%	Yes	Yes

	No Fault	Safety surface, mulch, turf	5%	NA	No	No
	Douglas Industries	Sports equip.	5%	32%	Yes	Yes
	Playsafer	Rubber Mulch	5%	\$10 per cu. yd	Yes	Yes
	Kay Park	Bleacher, park amenities	5%	32%	Yes	Yes
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Miller Recreation Equip. &amp; Design (cont.)</u></b>	Murdock Fountain	Water fountains	5%	NA	Yes	Yes
	APS	Playground borders, repair parts	5%	25%	Yes	Yes
	Greenfield Outdoor Fitness	Outdoor fitness equip.	5%	30%	Yes	Yes
	Fibar	Playground safety surfacing	10%	\$10 per cu. yd.	Yes	Yes
	RCP Shelter	Covered shelters	5%	NA	Yes	Yes
	Coverworx	Prefabricated Structures	5%	NA	Yes	Yes
	Principle Recreation, Inc.	Installer				
	Playtime Installation	Installer				
	Ryan Fitzgerald Construction, Inc.	Installer				
<b><u>GameTime, Inc.</u></b> <b>(800) 432-0162</b>	Gametime	Playground & fitness equip.	15%	25%	Yes	Yes
	UltraPlay	Playground equip.	10%	25%	Yes	Yes
	UltraSite	Park amenities	10%	25%	No	Yes



	GT Impax	Playground safety surfacing	5%	Varies	Yes	Yes
<b><u>Site Horizons</u></b> <b>(407) 641-0231</b> <b>(407) 637-9385</b>  <b>Distributor</b>	Zeager	Playground safety surfacing	5%	\$12 per cu. yd.	Yes	Yes
	Icon Shelter Systems	Shelters	5%	25%	Yes	Yes
	Icon Trail Series	Amenities for trails	5%	25%	Yes	Yes
	PW Athletic Mfg., LLC	Athletic equip. & park amenities	5%	25%	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<b><u>Site Horizons (cont.)</u></b>	Superior Shade, Inc.	Shade Structures	5%	30%	Yes	Yes
	Rainbow Rubber Safety Surfacing	Safety surfacing	5%	Included in price	Yes	Yes
	BCI, Burke Co.	Playground equip., surfacing, park amenities	5%	25%	Yes	Yes
	Wabash Valley	Park amenities	5%	25%	Yes	Yes
	Johnny Pitts Const.	Installer				
<b><u>M. Gay Constructors, Inc.</u></b> <b>(904) 714-4001</b>	Musco Sports Lighting	Installer for sports lighting	Priced per project per sport	Priced per project per sport	NA	Yes
<b><u>Musco Sports Lighting, LLC</u></b> <b>(800) 374-6402</b>	Musco Sports Lighting	Sports Lighting	Priced per project per sport	Priced per project per sport	NA	Yes

## BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

Time Close: 2:20

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W-9	Insurance	To Be Determined
1				
2 ROBERTSON INDUSTRIES INC	✓	✓	✓	✓
3 NO FAULT SPORT GROUP	✓	✓	✓	✓
4 RECYCLED PLASTIC FACTORY	✓	✓		✓
5 REGAL CONTRACTORS	✓	✓	✓	✓
6 GREENFIELDS OUTDOOR FITNESS, INC	✓	✓	✓	✓
7 M GAY CONSTRUCTORS	✓	✓	✓	✓
8 GULF COAST SPORTS LLC	✓	✓	✓	✓
9 PLAYMORE RECREATIONAL PRODUCTS	✓	✓	✓	✓
10 APOLLO SUNGUARD SYSTEMS INC	✓	✓		✓
11 J DURGAN & ASSOC	✓	✓	✓	✓
12 REP SERVICES INC	✓	✓	✓	✓
13 DRP - DOMINICA RECREATION PRODUCTS	✓	✓	✓	✓
14 MUSCO SPORTS LIGHTING LLC	✓	✓	✓	✓
15 MILLER RECREATION	✓	✓	✓	✓

Staff Assigned to tabulate bids and make recommendations:

Kame Stirling  
Name

Program Coordinator  
Title

**Recommendations:** Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Tish  
(BCC)

Donna Stirling  
Clerk  
Kokkie Stirling  
Department Representative

# BID TABULATION FORM

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Bidder	Copies	W-9	Insurance	To Be Determined
16 SOUTHERN RECREATION INC	✓	✓	✓	✓
17 SITE HORIZONS multi submittal	✓	✓	✓	✓
18 BLISS PRODUCTS	✓	✓	✓	✓
19 ADVANCED RECREATIONAL CONCEPTS	✓	✓	✓	✓
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Staff Assigned to tabulate bids and make recommendations:

Karie Starling  
Name

Program Coordinator  
Title

**Recommendations:** Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish  
(BCC)

Paul Starling  
Clerk  
Karrie Starling  
Department Representative

**Bid Specifications for Price Agreement Contract**  
**RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**  
**(As provided by Parks and Recreation Division)**

**SCOPE:**

The purpose of this bid invitation is to establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. Additionally, this bid invitation shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.

**RESPONSIBILITY:**

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

**QUALIFICATION OF INSTALLERS:**

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer. Failure to complete this requirement of the bid proposal may result in the rejection of their bid.

**COMPLIANCE WITH SPECIFICATIONS:**

Bid only on items that meet specifications. Bid only a single offering for each bid item. Do not bid multiple offering or "alternates." All corrections will be initialed. Bid only new, unused material.

**CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:**

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists shall clearly identify the bid number and the bidder's name, address and telephone number. At time of bid renewal, the vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted.

### **COMPLIANCE WITH LAWS AND CODES:**

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission  
4330 East West Highway  
Bethesda, MD 20814  
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association  
22377 Belmont Ridge Road  
Ashburn, VA 20148-4150  
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling - (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

**AWARD:**

Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Vendors will be required to meet this requirement before receiving a purchase order for the project. The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

**INVOICING:**

Invoices may be issued once supplies are shipped, delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

**TERMS OF CONTRACT:**

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options.

**OTHER CONTRACTS:**

The County reserves the right to purchase foods, materials, services or supplies from any supplier who supplies such items under an existing active contract.

**METHOD OF ORDERING:**

The County may generate a Request for Quotation (RFQ), on an "as needed" basis, for park and playground equipment, ball field lighting and additional services for individual projects, together with a request for additional services required to complete that project (see attached RFQ sample sheet). The County reserves the right to send such RFQ to any or all awarded bidders. The RFQ can define the project exactly or the RFQ can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a RFQ for a project, and before bidder's submission of its quotation in response to the RFQ, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder (s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the RFQ must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services required, together with their price, shall also be listed.
- Names of any and all subcontractors on the project, together with their designated work and costs. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to an RFQ if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- A date certain by which the project must be completed.

- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to go outside the contract at lower prices.

#### **PROMOTIONAL PRICING:**

During the contract period, bidders will extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

#### **SUPERVISION:**

A bidder's job supervisor/representative will be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions.

#### **JOB COMPLETION:**

Bidder/contractor/installer will be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer will be responsible for clean up and removal of all debris resulting in job completion, leaving work site in neat and orderly fashion at the end of each workday. Additionally, bidder/installer will be responsible for restoring the work site to its original condition at the completion of the project.

#### **RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:**

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. This applies to private property and all utilities which may exist within the work area. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

#### **VIOLATIONS/DEFAULT:**

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any contract at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further awards being made to such bidder under this Price Agreement Contract.

**GENERAL CONDITIONS:**

Signature on bid form verifies that the bidder is acquainted with the general conditions contained herein and will comply with all specifications, terms and conditions contained in this bid invitation.

**INSURANCE/WORKER'S COMPENSATION:**

The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the County as an additional insured with the following verbiage placed on the certificate no later than ten (10) days after the award has been made. "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interest may appear." Additional insurance requirements as listed on pages 9-10 apply.

**COOPERATIVE PURCHASES:**

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.



**Clay County**  
***Sports Lighting Bid Sheet***

Manufacturer: Musco Sports Lighting, LLC.

Address: 2107 Stewart Road

City, State, Zip Code: Muscatine, IA 52761

**Contacts:**

Danny Sheldon  
Phone #: 352/665-0578

Email: [danny.sheldon@musco.com](mailto:danny.sheldon@musco.com)  
Fax #: 800/374-6402

Bob DeCouto  
Phone#: 352/243-9999

Email: [bob.decouto@musco.com](mailto:bob.decouto@musco.com)  
Fax #: 800/374-6402

Jason Frucht  
Phone #: 954/732-5674

Email: [jason.frucht@musco.com](mailto:jason.frucht@musco.com)  
Fax #: 800/374-6402

**Fed. ID #: 42-1511754**

Delivery: 4-6 weeks F.O.B. Destination

**MUSCO LIGHTING PRICING** - All prices are delivered to the job site – Terms: Net 30 days upon delivery  
For installed packages, 25% down payment is requested.

**BASE BID LIGHTING EQUIPMENT DESCRIPTION**

**LIGHT-STRUCTURE GREEN™ SYSTEM (LSG)**

Equipment Pricing includes: Precast Concrete Bases, Galvanized Steel Poles, Fixtures, Pole Top Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

**WARRANTY AND GUARANTEE (LSG)\* 25-Year Warranty:** Manufacturer shall supply a signed warranty covering the entire system for 25 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

All warranty and maintenance agreements on all facilities except tennis/roller hockey are based upon 600 hours or less on annual usage. The tennis, roller hockey, skate park and outdoor basketball courts warranty and maintenance agreement is based upon 1000 hours or less of annual usage. If annual usage exceeds the hours noted above, an extension of the warranty/maintenance agreement will be negotiated with the manufacturer on a project by project basis.

**SPORTSCLUSTER GREEN™ SYSTEM (SCG)**

Equipment Pricing includes: Fixtures, Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

**WARRANTY AND GUARANTEE (SCG)\* 10-Year Warranty:** Manufacturer shall supply a signed warranty providing all materials and labor to maintain operation of your lighting system to original design covering the entire system for 10 years from the date of shipment, or until maximum hours of coverage have accumulated, whichever comes first. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations. The Constant 10 Warranty is contingent upon site review for compatibility with Musco's lighting system.

**LIGHT-PAK SYSTEM™**

Equipment Pricing includes: Luminaire Assemblies, Electrical Component Enclosures.

**WARRANTY AND GUARANTEE (LIGHT-PAK)** 10-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system, excluding fuses and lamps, for 10 years from the date of shipment. Labor shall be included for 2 years. Lamps shall be warranted for 2 years for parts, and 1 year for labor. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

**Section I - Musco Lighting Price List**

Note: For field sizes and pole locations not covered below, use fixture and pole adjustments found in Adders section of the bid page. Manufacturer shall provide design for actual field, plus the design of the field that most closely relates to actual field, for comparative purposes.

**Tennis** – Standard pole locations are 6' beyond the serving line and 3' outside the fence. Pricing and pole sizing for tennis courts are also applicable to roller hockey and skate parks.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
2 Ct	50 fc	\$48,500	\$32,200
3 Ct	50 fc	\$62,700	\$42,600
4 Ct	50 fc	\$83,300	\$53,300

**Outdoor Basketball** – Standard pole locations are 15' outside the fence on the center line

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
1 Ct	40 fc	\$27,000	\$20,200
2 Ct	40 fc	\$35,700	\$25,600

**Light-Pak**

Fixtures	Light-Pak Price
8	\$8,700
12	\$11,300

**Baseball (90' Base path)** – Standard A-pole locations are 50' down line and 55' off for a 90' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of  $((\text{Foul Line} + \text{Basepath})/2 \times 0.5)$  and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
300'	50/30 fc	\$134,300	\$93,500
300'	70/50 fc	\$201,000	\$146,200
350'	50/30 fc	\$156,700	\$94,900
350'	70/50 fc	\$251,200	\$152,100
330'/400'/330'	50/30 fc	\$173,000	\$114,500
330'/400'/330'	70/50 fc	\$297,500	\$185,200
320'/360'/320'	50/30 fc	\$163,500	\$105,900
320'/360'/320'	70/50 fc	\$253,100	\$167,900

**Softball/T-Ball (60' Base path)** - Standard A-pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of  $((\text{Foul Line} + \text{Basepath})/2 \times 0.5)$  and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
150'	30 fc	\$51,300	\$34,900
175'	50/30 fc	\$61,400	\$42,300
185'	50/30 fc	\$65,400	\$46,400
200'	50/30 fc	\$68,300	\$48,400
200'	70/50 fc	\$115,600	\$78,000
225'	50/30 fc	\$87,800	\$57,000
225'	70/50 fc	\$106,400	\$74,600
250'	50/30 fc	\$93,400	\$61,700
250'	70/50 fc	\$141,000	\$100,100
275'	50/30 fc	\$106,200	\$70,600
275'	70/50 fc	\$160,400	\$117,800
300'	50/30 fc	\$117,700	\$82,000
300'	70/50 fc	\$182,700	\$127,300
320'	50/30 fc	\$135,100	\$90,900
320	70/50 fc	\$198,100	\$143,500

**Soccer** – Standard pole locations for a 4-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.40)) from the center line, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.28)) from the center line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 130 ULT 2010 Price	SCG Price
330'x160'	30 fc	30'	\$78,600	\$57,700
330'x160'	50 fc		\$124,600	\$97,900
330'x180'	30 fc	30'	\$96,400	\$67,300
330'x180'	50 fc		\$132,200	\$102,500
330'x210'	30 fc	30'	\$99,800	\$70,700
330'x210'	50 fc		\$140,300	\$105,800
330'x225'	30 fc	30'	\$105,800	\$75,600
330'x225'	50 fc		\$152,700	\$114,100
360'x160'	30 fc	30'	\$93,800	\$65,900
360'x160'	50 fc		\$140,300	\$105,800
360'x180'	30 fc	30'	\$93,800	\$65,900
360'x180'	50 fc		\$140,300	\$105,800
360'x210'	30 fc	30'	\$105,800	\$75,600
360'x210'	50 fc		\$152,700	\$114,100
360'x225'	30 fc	30'	\$112,300	\$82,300
360'x225'	50 fc		\$162,200	\$123,800
360'x240"	30 fc	30'	\$112,300	\$82,300
360'x240'	50 fc		\$172,300	\$128,600

**Football** – Standard pole locations are located at the 15 yard line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 130 ULT 2010 Price	SCG Price
No track	30 fc	60'	\$104,300	\$75,000
No track	50 fc		\$150,500	\$112,800
No track	100 fc		\$299,300	\$218,800
No track	30 fc	80'	\$117,000	\$85,700
No track	50 fc		\$185,900	\$131,800
No track	100 fc		\$312,300	\$235,700
No track	30 fc	100'	\$133,900	\$95,400
No track	50 fc		\$194,200	\$142,700
No track	100 fc		\$378,300	\$255,000
No track	30 fc	120'	\$169,900	\$114,300
No track	50 fc		\$251,900	\$173,300
No track	100 fc		\$464,200	\$296,500

#### **Section II – Adders/Deducts**

- A. The above pricing is based upon 130 ULT wind zone. For each 10 mph increase in wind zone, the equipment price will increase by 5%.
- B. Florida Building Code, 2010 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.
- D. Purchase of additional lighting for security, special areas, or replacing lights on existing poles and non-standard field sizes or pole locations. \$ 3,000 per fixture
- E. Control Link Retrofit Adder \$7,500 per unit
- F. Additional Control Link Unit necessary due to additional electrical services \$5,000 per unit
- G. Osprey Nest Platforms \$3,000 each
- H. Adder for additional spill and glare control \$3,500 per pole

### **Section III – Labor Costs**

#### **A. Pole Installation (price per pole)**

Pole Height	LSG 130 ULT 2010 Price
40'	\$3,600
50'	\$3,700
60'	\$4,000
70'	\$4,600
80'	\$5,600
90'	\$6,500
100'	\$8,300
110'	\$13,500

- B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph ULT wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there may be a 5% increase in the cost of installation for each 10 mph increase in wind zone.
- C. Removal of Existing Concrete Poles \$4,000 per pole
- D. Removal of Existing Wooden Poles \$1,500 per pole
- E. Installation of Fixtures on Existing Poles \$5,200 per pole
- F. Installation of Control Link Retrofit \$1,800 per unit

### **Section IV – Electrical Costs**

#### **A. Service Options**

Option A – 200 Amp Service (Section IV, A, 1)	<u>\$11,000 each</u>
Option B – 400 Amp Service (Section IV, A, 1)	<u>\$18,500 each</u>
Option C – 600 Amp Service (Section IV, A, 1)	<u>\$22,500 each</u>
Option D – 800 Amp Service (Section IV, A, 1)	<u>\$25,000 each</u>

#### **B. Conduit, Pull Boxes and Conductors**

##### **1. Wiring from Panel to Contactors**

- a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet \$ 90 each
- b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet \$100 each

2. Wiring from Contactors to Poles
  - a. 2 ½" PVC with (4) 3/0 \$ 35 per foot
  - b. 4" PVC with (4) 500mcm \$ 65 per foot
  - c. (2) 4" PVC with (4) 300mcm \$ 85 per foot
  - d. 2" PVC with (4) #1 THWN conductors \$ 25 per foot
  
3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.
  - a. #10 \$4,700.00 \$5.00 per foot
  - b. #8 \$5,200.00 \$7.50 per foot
  - c. #6 \$5,400.00 \$10.00 per foot
  
4. Pull Boxes
  - a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside \$ 500 each
  - b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet \$ 110 each
  
- C. Installation of Contactor Cabinets
  - a. 48" Cabinet \$5,000 each
  - b. 72" Cabinet \$7,500 each
  
- D. Lightning Protection
  1. Surge Arrestor – protection at remote electrical enclosure \$ 1,050 each
  2. Surge Arrestor – protection on line side of panel \$ 8,600 each
  
- E. Pole Grounding
  1. Provide and install ground rods for poles 70' and below \$750 per pole
  2. Provide and install ground rods for poles 80' and above \$1,250 per pole

#### **Section V – Engineered Plans**

- A. Electrical Engineering Drawings, sealed by P.E.
  1. Adder for 200 amp service \$ 5,750 each
  2. Adder for 400 amp service \$ 8,625 each
  3. Adder for 600 amp service \$13,800 each
  4. Adder for 800 amp service \$23,000 each
  
- B. Structural Engineering Drawings, sealed by P.E.
  1. Foundation and pole plans based on assumed soils \$1,150 per project
  2. Foundation and pole plans based on geotech report \$2,875 per project
  
- C. Geotech report \$8,625 per project
  
- D. Bonding (over \$200,000) \$1,785 per \$100,000
  
- E. Site survey \$2,875 per project
  
- F. Project management \$5,750 per project

## **Section VI - Yearly Adjustments**

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, NEW products with IMPROVED technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the state of Florida Building Codes/Wind speeds change, Musco reserves the right to adjust pricing accordingly.

## **I. SPORTS LIGHTING – LIGHT-STRUCTURE GREEN™ SYSTEM**

### **A. BASE BID LIGHTING EQUIPMENT**

The primary goals of this sports lighting specification are:

- 1. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the fields should be proactively monitored to detect fixture outages over a twenty-five (25) year life cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system.
- 2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.
- 3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of twenty-five (25) years.

### **B. LIGHTING PERFORMANCE / PLAYABILITY**

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5,000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet.

### **C. LIFE CYCLE COST**

- 1. Energy Consumption: The kWh consumption for the field lighting system shall be calculated by the following criteria:  
# luminaries x kw demand x kw rate of .11/hr x annual usage of 600 hours x 25 years. Tennis courts, skate parks, roller hockey and outdoor basketball courts will be based on an annual usage of 1,000 hours.
- 2. Complete Lamp Replacement: Manufacturer shall include the appropriate number of group lamp replacements to be completed at end of each 5,000 hours of operation. For the purpose of the bid, it is assumed that the field(s) will be operated 600 hours per year or 10,000 hours during a 25 year period. Manufacturer shall warrant the system to meet designed light levels upon completion of these relamps.

3. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years on the system from the date of equipment delivery. Lamp outages shall be repaired when they materially impact the usage of any field. Owner agrees to check fuses and maintain as necessary in the event of a fixture outage prior to calling the manufacturer.
4. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).
5. Remote Lighting Control System: System shall include lighting contactors. System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels using a user code and password to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute "early off" commands by phone or extend the field usage.

On site equipment shall include Manual Off-On-Auto Switches to allow for maintenance, and shall accept and store 7-day schedules. The controller shall be protected against power outages / memory loss and shall reboot once power is regained and execute any commands that would have occurred during outage.

6. Management Tools: Manufacturer shall make available a web-based database of actual field usage and provide reports by facility and user group.
7. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

## II. **SPORTS LIGHTING - SPORTSCluster GREEN™ SYSTEM**

### A. **BASE BID LIGHTING EQUIPMENT**

The primary goals of this sports lighting specification are:

1. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate.
2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.
3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of ten (10) years.

### B. **LIGHTING PERFORMANCE / PLAYABILITY**

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5,000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet.



### C. LIFE CYCLE COST

1. Energy Consumption: The average kWh consumption shall be calculated by the following criteria: # luminaires x kw demand x kw rate of .11/hr x annual usage of 600 hours x 25 years. Tennis courts, skate parks, roller hockey and outdoor basketball courts will be based on an annual usage of 1,000 hours.

## III. LIGHTING SYSTEM CONSTRUCTION

### A. SYSTEM DESCRIPTION

Lighting system shall consist of the following:

1. Galvanized steel poles and crossarm assembly (LSG Only)  
Enhanced corrosion protection package:
  - a. Exposed carbon steel horizontal surfaces on the cross arm assembly shall be galvanized to a five (5) mil minimum average thickness.
  - b. Exposed die cast aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
  - c. Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
2. Pre-stressed concrete base embedded in concrete backfill (LSG Only)
3. All luminaires shall be constructed with a die-cast aluminum housing to protect the luminaire reflector system.
4. Luminaire, visor, and crossarm shall withstand 150 mph winds and maintain luminaire aiming alignment.
5. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble free installation.
7. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system, constructed of NEMA Type 4 aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided. (Standard LSG/Optional SCG)

### B. MANUFACTURING REQUIREMENTS

All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

### C. DURABILITY

All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.

### D. LIGHTNING PROTECTION

LSG: Integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

SCG: or if grounding is not integrated into the structure, the Manufacturer shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

**E. SAFETY**

All system components shall be UL Listed for the appropriate application.

**F. ELECTRIC POWER REQUIREMENTS FOR SPORTS LIGHTING EQUIPMENT**

Maximum total voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of rated voltage.

1. Voltage/Phase to be determined for each specific site.

**IV. DELIVERY TIMING**

The equipment must be on site 4-6 weeks from the receipt of approved submittals and receipt of complete order information.

**V. STRUCTURAL PARAMETERS**

**A. BUILDING CODE**

The base bid of the lighting system must comply with Florida Building Code Edition 2010, 130 mph ULT.

**B. STRUCTURAL DESIGN**

The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

**C. SOIL CONDITIONS**

The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2010 FBC, Table 1804.2.

**D. FOUNDATION DRAWINGS**

Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted within 14 days of purchase.

**VI. FIELD QUALITY CONTROL**

**A. ILLUMINATION MEASUREMENTS**

Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.

**VII. POLE CONSTRUCTION, POLE REMOVAL, AND RELIGHT**

**A. POLE INSTALLATION**

Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electrical enclosure to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

## **B. REMOVAL OF EXISTING POLES OR STRUCTURES**

Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Poles will be cut at base – foundations will not be removed but cut and jack-hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

## **C. INSTALLATION OF FIXTURES ON EXISTING POLES**

Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

## **D. OWNER AND BIDDER RESPONSIBILITIES**

### **1. Owner's Responsibilities:**

- a. Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
- b. Remove any trees, limbs, shrubs, etc. for total access to pole locations.
- c. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Mark home plate, foul lines, and field boundary lines. Final grade elevations will also need to be marked if necessary.
- d. Removal, replacement, and repair of all fencing necessary for construction.
- e. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
- f. Provide area on site for disposal of spoils from foundation excavation.
- g. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Bidder will not be responsible for repairs to unmarked utilities.
- h. Pay for any power company fees and requirements. **(If necessary).**
- i. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2010 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
- j. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any and all fees associated with the water access and usage.
- k. Pay for any and all permitting fees.

### **2. Bidder's Responsibilities:**

- a. Provide required poles, fixtures, foundations, and associated designs.
- b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
- c. Provide layout of pole locations and aiming diagram.
- d. Provide light test upon completion of works once owner supplied electrical system is energized.
- e. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
- f. Provide bonding per State of Florida requirements.
- g. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- h. Provide storage containers for material, including ballast enclosures.
- i. Provide adequate trash container for cardboard waste and packing debris.
- j. Provide adequate security to protect delivered products from theft, vandalism or damage during the installation.
- k. Obtain any and all required permits. Costs to be paid by Owner.
- l. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.

- m. Provide materials and equipment to install Light Structure System foundations as specified on Layout.
- n. Remove augured spoils to owner-designated location at jobsite.
- o. Provide materials and equipment to assemble and install Light Structure Green™ fixtures and terminate all necessary wiring.
- p. Provide equipment and materials to assemble and erect Light Structure System Poles.

## VIII. ELECTRICAL SUPPLY LABOR/EQUIPMENT

### A. ELECTRICAL SERVICES

All services are to be quoted at 277/480 volt three phase. Base all service feeders on a length of 150 feet at a burial depth of 36" with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following four options:

#### 1. Option A

- a. 200 amp three phase meter can
- b. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers.
- c. Service feeders. (4) 3/0 conductors in a 2 ½" raceway. 150'
- d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
- e. Pull necessary permits

#### 2. Option B

- a. 400 amp three phase meter can
- b. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers.
- c. Service feeders. (4) 500 mcm conductors in a 4" raceway. 150'
- d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
- e. Pull necessary permits.

#### 3. Option C

- a. 600 amp three phase meter can
- b. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers.
- c. Service feeders. (2) 4" raceways with (4) 300 mcm conductors in a 4" raceway. 150'
- d. Build Service Rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor will be provided by the sports lighting manufacturer and installed.
- e. Pull necessary permits.

#### 4. Option D

- a. 800 amp three phase CT enclosure
- b. 800 amp three phase CT meter can
- c. 800 amp main circuit breaker N3R 42 circuit panel with 12 three pole 80 amp breakers.
- d. Service feeders (2) 4" raceways with (4) 500 mcm conductors in each raceway. 150'
- e. Build Service Rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, CT enclosure, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
- g. Grounding per NEC and local building codes.
- f. Pull necessary permits.

**B. CONDUIT, PULL BOXES AND CONDUCTORS**

Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in pvc schedule 40 pipe at a burial depth of 36" with twin conductors.

**C. LIGHTNING PROTECTION**

Surge Arrestors: UL labeled and rated for 277/480V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote ballast enclosure and/or on line side of main electrical panel.

M. GAY CONSTRUCTORS, INC.  
BID FORM  
ATTACHMENT OF UNIT PRICEES  
CLAY COUNTY FLORIDA

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS  
AND PLAYGROUND

January 6, 2014

Request to RFP NO. 13/14-8

M. Gay Constructors, Inc. is properly licensed in accordance with Florida Statute 471.003 to perform design build projects. Our Florida Licenses are CGC1512259 and EC0001098.

**1. Install Owner Furnished Sports Lighting Poles and Fixtures**

Our price includes unloading, assembling, and installing the metal or concrete poles with standard foundations. Metal poles are installed on the concrete stud foundation supplied by Musco. Price does not include any special foundations such as, suspended bases, rebar or any hole diameter larger than 36" in diameter. No electrical field wiring or ground rods are included.

Install:

<u>Mount Heights</u>	<u>Metal</u>	<u>Concrete</u>
40' (10' Maximum inbed)	\$2,800.00	\$4,600.00
50' (10' Maximum inbed)	\$2,900.00	\$4,800.00
60' (10' Maximum inbed)	\$3,000.00	\$5,400.00
70' (10' Maximum inbed) 1 to 13 Fixtures	\$3,500.00	\$5,800.00
70' (15' Maximum inbed) 14 to 27 Fixtures	\$3,700.00	\$6,600.00
80' (15' Maximum inbed) 1 to 19 Fixtures	\$4,300.00	\$7,100.00
80' (15' Maximum inbed) 20 to 33 Fixtures	\$4,600.00	\$7,600.00
90' (15' Maximum inbed) 1 to 12 Fixtures	\$5,000.00	\$10,600.00
90' (15' Maximum inbed) 13 to 40 Fixtures	\$5,400.00	\$11,400.00
100' (20 Maximum inbed) 1 to 15 Fixtures	\$7,000.00	\$12,600.00
110'	\$11,500.00	\$17,600.00
120'	\$19,590.00	\$25,600.00

- 2. Install owner furnished fixtures on existing poles and wire to box bottom of of the pole.**  
\$990.00 per fixture

- 3. Osprey Platform to be installed on new pole or existing pole.**  
(New pole not included in price)

New Pole	\$3,000.00 each
Existing Pole	\$4,500.00 each

#### 4. Field Electrical Wiring

Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

<u>Circuit Size</u>	<u>Single Phase</u>	<u>Per Ft</u>	<u>Three Phase</u>	<u>Per ft Price</u>
#12	\$5,200.00	\$2.84	\$4,150.00	\$3.56
#10	\$4,025.00	\$3.04	\$4,175.00	\$3.71
#8	\$4,400.00	\$4.52	\$4,600.00	\$5.65
#6	\$4,600.00	\$6.20	\$4,800.00	\$7.74
#4	\$5,000.00	\$8.82	\$5,200.00	\$11.04
#3	\$5,200.00	\$10.72	\$5,400.00	\$13.40
#2	\$6,200.00	\$11.52	\$6,400.00	\$14.40
#1	\$6,800.00	\$16.33	\$7,000.00	\$20.40
#1/0	\$7,800.00	\$20.04	\$8,000.00	\$25.05
#2/0	\$8,200.00	\$24.13	\$8,300.00	\$30.16
#3/0	\$9,400.00	\$30.09	\$9,700.00	\$37.61
#4/0	\$9,800.00	\$36.30	\$10,300.00	\$45.38
#250 mcm	\$11,500.00	\$44.79	\$11,800.00	\$56.00
#350 mcm	\$12,500.00	\$60.37	\$13,000.00	\$75.57
#500 mcm	\$21,000.00	\$81.05	\$27,000.00	\$101.29

#### 5. Service

<u>Amps</u>	<u>Single Phase</u>	<u>Three Phase</u>
100	\$ 8,200.00	\$ 9,400.00
150	\$ 8,300.00	\$ 9,500.00
200	\$ 8,700.00	\$ 9,800.00
250	\$ 8,900.00	\$10,000.00
400	\$14,200.00	\$16,400.00
600	\$14,800.00	\$17,900.00
800	\$17,800.00	\$21,900.00
1000	\$22,800.00	\$26,900.00
1200	\$29,800.00	\$33,900.00
1600		\$52,900.00

Pricing is based upon the maximum Service Feeder length to be no more than 50' from the power source to the service.

#### 6. Lighting Contactors Furnished and Installed

<u>Contactor</u>	<u>Price</u>
30 Amp	\$ 1,200.00
60 Amp	\$ 1,400.00
100 Amp	\$ 1,950.00
200 Amp	\$ 4,500.00
400 Amp	\$12,000.00

**7. Install Owner Furnished Lighting Contactors**

<u>Contactor</u>	<u>Price</u>
30 Amp	\$ 600.00
60 Amp	\$ 900.00
100 Amp	\$ 1,100.00
200 Amp	\$ 1,700.00
400 Amp	\$ 2,400.00

**8. Provide Hourly Equipment and Labor**

45' Bucket Truck		\$ 110.00 per hour
30 Ton Crane	8 hr minimum	\$ 225.00 per hour
50 Ton Crane	8 hr minimum	\$ 300.00 per hour
70 Ton Crane	8 hr minimum	\$ 375.00 per hour
125 Ton Crane	8 hr minimum	\$ 750.00 per hour
Auger Truck	4 hr minimum	\$ 175.00 per hour
Production Digger	8 hr minimum	\$ 650.00 per hour
(Max auger 60" and 25' depth)		
Flat Bed Truck	4 hr minimum	\$ 150.00 per hour
Water Truck	4 hr minimum	\$ 150.00 per hour
Backhoe		\$2,200.00 per day
Trencher		\$1,500.00 per day
Directional Boring	Up to 2"	\$ 20.00 per foot
Directional Boring	2 ½" to 4"	\$ 30.00 per foot
Directional Boring	4 ½" to 8"	\$ 52.00 per foot
Electrician		\$ 95.00 per hour
Foreman		\$ 95.00 per hour
Rigger		\$ 75.00 per hour
Helper		\$ 65.00 per hour
High Lift		\$4,500.00 per day
Tractor Trailer (Oversized loads)		\$ 350.00 per hr. (plus permits)
Pick up Truck		\$ 35.00 per hr.

**9. Mark up on Material** 20% Plus Tax

**10. Per Diem rates outside of Clay County** \$ 650.00 per crew

**11. Dumpster Fee** \$1,200.00 per dumpster

**12. Pole Demolition**

Wood Poles \$1,200.00 per pole

Concrete Poles \$3,500.00 per pole

Price includes taking the poles down.

Price does not include transporting, disposing or relocating poles. All fixtures to be removed per this pricing.

**13. Fill Dirt** \$ 800.00 per 18 yd load



- |   |   |
|---|---|
| <b>14. Storage Container</b>  | <b>\$1,200.00 per month per container</b> |
| <b>15. Provide Water Meter</b>  | <b>\$2,800.00</b>                         |
| <b>16. Provide Electrical Engineering – 14% of the total cost of the project. Total cost includes all owner furnished material.</b> |   |

#### **GENERAL NOTES**

- All Projects outside Clay County are subject to a fuel surcharge 5% of the total cost of the project.
- Access to all pole locations to be provided by others.
- No repair of sod, sidewalk, concrete, asphalt, curbing, landscaping or utilities
- This pricing is based upon **NORMAL** drilling conditions. Any deviation from these conditions shall result in additional cost.
- No removal of dirt, debris or drilling spoils is included in this price.
- Pole locations shall be surveyed by others showing the location of grade
- Pole aiming points to be surveyed by others.
- A water source (such as a hydrant) shall be provided by others
- No permit or impact fees included
- A disposal area to place drilling spoils and drilling fluids is to be provided by others
- Pricing is based upon a one time mobilization for complete project. All additional mobilizations are to be priced accordingly.
- Pricing does not include and performance or payment bonds.
- Pricing does not include removal, disposal or remediation of hazardous waste
- We reserve the right to increase pricing on materials due to excessive market volatility



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Finance & Audit Committee

DATE: 1/10/2017

FROM: Administrative and Contractual Services

SUBJECT: Approval of the Memorandum of Agreement (MOA) between Clay County and the Clay County Sheriff's Office, for Solid Waste Sworn Deputy Sheriffs, for a term of four years, at a total estimated cost of \$192,600.00. Funding Sources: 401-3802-512000, 513000, 514000, 521000, 522000, 523000, 523100 & 540000 (Solid Waste Fund - Environmental Svcs - Regular Salaries, Overtime, FICA Taxes, Retirement Contributions, Health Ins, Life Ins & Dental Ins) (A. Altman)

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

This is for the purpose of performing long term and short term investigations into environmental crimes. Please see the environmental crimes unit backup document attached.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted (Yes/No/N/A):

**Yes**

Funding Sources: Solid Waste Fund - Environmental Svcs - Regular Salaries, Overtime, FICA Taxes, Retirement Contributions, Health Ins, Life Ins & Dental Ins  
Account # 401-3802-Personal Svc Accts Amount - \$192,600.00

Sole Source (Yes/No):

**No**

Advanced Payment (Yes/No):

**No**

Planning Requirements:

Public Hearing Required (Yes/No):

**No**

Hearing Type:

Initiated By:

Not Applicable

**ATTACHMENTS:**

Description

- ▯ [Environmental Crimes Unit Summary](#)
- ▯ [Solid Waste Sworn Deputy Sheriff MOA](#)

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/11/2017 - 1:18 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:31 PM	

## **The Clay County Sheriff's Office Environmental Crimes Unit**

**Who We Are:** The Environmental Crimes Unit is made up of two fully sworn Clay County Sheriff's Office Investigators. These investigators are employed by the Clay County Board of County Commissioners, assigned to the County's Department of Environmental Services and work directly with the Sheriff's Office. Investigator Gary Winterstein has 28 years of law enforcement experience and his partner, Robert Dews, has 15 years.

**What We Do:** The Environmental Crimes Unit operates as would any traditional law enforcement office. We conduct long and short term investigations into environmental crimes which result in criminal cases prosecuted by attorneys. In any given case, a surveillance of an individual or corporation may be initiated, a search or arrest warrant may be obtained, documents or witnesses may be interviewed or subpoenaed before a jury, and arrests may be made. We prepare and submit complex reports, affidavits and legal documents. We conduct surveillance and collect and photograph evidence. We develop and prepare instructional materials for training and educating citizens and other law enforcement officers. We assist and work with other agencies including; the Department of Environmental Protection, E.P.A., Department of Forestry and Agriculture, Code Enforcement, Health Department and other state, local and federal agencies.

Over the past five years (2012-2016), the unit has investigated 489 cases and approximately 252,736 pounds of solid waste has been cleaned up and diverted to the Clay County Solid Waste Management Facility for proper disposal. Also, during this time frame two Federal Clean Water Act cases were initiated and investigated with positive outcomes.

### **Types of Environmental Crimes We Investigate:**

- Commercial and residential dumping
- Pollution
- Improper disposal of Solid, Hazardous, Human and Medical Waste
- Discharge of Waste into Public Waters
- Destruction of Wetlands
- Illegal burning
- Air pollution

### **How We Can Be Contacted:**

- Office 904-278-3697 / 904-541-5823
- Fax 904-284-0345
- E-mail: [rdews@claysheriff.com](mailto:rdews@claysheriff.com) or [gwinterstein@claysheriff.com](mailto:gwinterstein@claysheriff.com)
- Visit our link on the web at [www.claysheriff.com](http://www.claysheriff.com)

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	12/21/2016	
Staff Member Preparing Form:	Alan Altman	
Department Submitting Contract:	Environmental Services	
Vendor Name:	Clay County Sheriff's Office	
Contract Title:	Memorandum of Agreement between the Sheriff's Office and the BOCC regarding Solid Waste Sworn Deputies	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	(Y)	N
2. Renewal/Amend./Supplement	Y	(N)
3. Sole Source **(explain below)	Y**	N
4. Quotes/bid policy met	Y	N
5. Need to waive bid policy	Y	(N)
6. Automatic renewal	n/a	(N)
7. Standard Addendum Executed	Y	(N)
8. Advance Payment Required	Y	(N)
9. Contract Amount (*Detail negotiation efforts below)		\$192,600
10. Last Year's Price (*If increase explain below)		\$190,651
11. Date of Original Contract		
12. Number of Renewals		0
13. Length of Term		4
Requested Action: Two sworn law enforcement officers to investigate and enforce environmental laws.		
Funding Source		
Account Number:	Background/Purpose: See attached summary of Unit	
401-3802	512000,513000,514000,521000,522000,523000,523100,540000	
Account Name:	Regular Salaries, Overtime, FICA Taxes, Retirement Contributions, Health Ins, Life Ins, Dental Ins.	
Environmental Services Fund		

### Approvals

Purchasing:	No Changes	With Changes
Review Date:		

Recommended Changes:

Budget:	No Changes	With Changes
Review Date:		

Finance:	No Changes	With Changes
Review Date:		

\*Price Negotiation Efforts:

County Attorney:	No Changes	With Changes
Review Date:		

\*\* Sole Source Explanation:

RECEIVED  
PURCHASING DIVISION  
2017 JAN 10 A 10:32  
CLAY COUNTY BOARD OF COMMISSIONERS



AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
<b>RECEIVED</b>		
DATE:	12/21/2016	
Staff Member Preparing Form:	Alan Altman	
Department Submitting Contract:	Environmental Services	DEC 29 2016
Vendor Name:	Clay County Sheriff's Office	
Contract Title:	Memorandum of Agreement between the Sheriff's Office and the BOCC regarding Solid Waste Sworn Deputies	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	<input checked="" type="radio"/> Y <input type="radio"/> N	9. Contract Amount (*Detail negotiation efforts below) \$192,600
2. Renewal/Amend./Supplement	<input type="radio"/> Y <input checked="" type="radio"/> N	10. Last Year's Price (*If increase explain below) \$190,651
3. Sole Source ** (explain below) N/A	<input checked="" type="radio"/> Y <input type="radio"/> N	11. Date of Original Contract
4. Quotes/bid policy met N/A	<input type="radio"/> Y <input checked="" type="radio"/> N	12. Number of Renewals 0
5. Need to waive bid policy	<input type="radio"/> Y <input checked="" type="radio"/> N	13. Length of Term 4 Years
6. Automatic renewal	<input type="radio"/> n/a <input checked="" type="radio"/> N	
7. Standard Addendum Executed	<input type="radio"/> Y <input checked="" type="radio"/> N	Agreement Purpose: Two sworn law enforcement officers to investigate and
8. Advance Payment Required	<input type="radio"/> Y <input checked="" type="radio"/> N	enforce environmental laws.
Funding Source ?		
Account Number:	COMMENTS See attached summary of Unit	
3802	Solid Waste Fund - Various	
Account Name:	Environmental Services Fund	

### Approvals

Purchasing: <i>SA</i>	No Changes	With Changes
Review Date: 12-28-16		<input checked="" type="checkbox"/>

#### Recommended Changes:

\*This form has been obsolete since June of 2016. Please use form dated 6/29/16.  
\*Complete Funding source number & name needed. \*See question at Sect. II. C.

Budget: <i>SA</i>	No Changes	With Changes
Review Date: 12/28/16		<input checked="" type="checkbox"/>

County Attorney: <i>W</i>	No Changes	With Changes
Review Date: 1/4/17		<i>Questions</i>

Finance: <i>SA</i>	No Changes	With Changes
Review Date: 12/31/16	<input checked="" type="checkbox"/>	

\*\* Sole Source Explanation:

*\*Wrong form used.*  
*\*Funding source not provided, budget is available in the Environmental Services Fund (Fund 401 - Solid Waste Fund) however, account to be charged is not provided for budget review.*  
*\*Agreement dates on final page is incorrect (?).*

\*Price Negotiation Efforts:

*\*What is answer to Q at IV B.2. 3 and 4?*  
*\*See Q at IV B.2. 3 and 4?*  
*\*See Q at IV D ?*

RECEIVED  
PURCHASING DIVISION  
CLAY COUNTY BOARD OF COMMISSIONERS  
2016 DEC 27 P 1:56

\*All comments addressed. *SA*

CLAY COUNTY  
AGREEMENT/CONTRACT # \_\_\_\_\_

**MEMORANDUM OF AGREEMENT BETWEEN THE CLAY COUNTY  
SHERIFF'S OFFICE AND CLAY COUNTY BOARD OF COUNTY  
COMMISSIONERS REGARDING CLAY COUNTY SOLID WASTE SWORN  
DEPUTY SHERIFFS**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the Clay County Sheriff's Office (hereinafter "CCSO") and the Clay County Board of County Commissioners (hereinafter "BCC").

**I. PURPOSE.**

The BCC is funding two positions within Clay County Environmental Services (hereinafter "Environmental Services") to investigate and enforce environmental laws. These positions will be filled by sworn law enforcement officers (hereinafter "deputies") who work for the BCC and report to the Environmental Services Director. To have the authority to perform law enforcement duties, these employees will be sworn as CCSO Deputy Sheriffs. In addition to duties assigned by Environmental Services, these employees will also have the ability and responsibility to take law enforcement action should they witness activities that require such action.

**II. ORGANIZATIONAL CONTROL**

**A. Normal Assignment.** The two deputies are employees of the BCC, and report to the Clay County Environmental Services Director.

**B. Law Enforcement Action.** If the deputy is required to take law enforcement action, such as a traffic stop or arrest, the deputy will conduct himself in accordance with CCSO General Orders and Standard Operating Procedures, including proper reports to communications and the watch commander.

**C. Emergency Recall.** The deputies are subject to recall and assignment by the CCSO in the event of an emergency. Such recall may be initiated only by a Bureau Commander or the Sheriff, and notice will be provided to the Environmental Services Director as soon as practicable. The deputy will follow the orders and directions of the CCSO supervisor in charge of their assignment. CCSO will reimburse the BCC for any overtime costs associated with such a recall.

**III. TRAINING, EVALUATIONS, AND CITIZEN COMPLAINTS**

**A. Training and Certification.** Prior to being sworn, deputies must pass a background investigation, as required by Florida Statutes Chapter 943. CCSO is responsible for conducting the investigation. Law enforcement required training beyond initial law enforcement officer certification, will be provided by the CCSO. It is the responsibility of the deputy to schedule and complete the training required to maintain law enforcement certification with the CCSO. The following minimum requirements to maintain certification as a CCSO deputy are as follows:

1. Completion of CCSO Field Training Officer program.
2. Annual refresher training (40 hours)
3. Annual firearms qualification
4. Initial qualification on Physical Abilities Test (P.A.T.) and re-qualification every two years.

Any additional training required or desired by Environmental Services, and the cost thereof, is the responsibility of Environmental Services.

**B. Annual Evaluations.** Annual evaluations are the responsibility of Environmental Services. CCSO will submit, upon request, statistical information such as the number of criminal cases investigated or arrests by the deputy.

**C. Citizen Complaints/Improper Conduct or Improper Procedure Allegations.** CCSO is an accredited law enforcement agency through the Florida Accreditation Commission ("F.A.C."). Such accreditation requires that citizens who have a complaint against a law enforcement officer be afforded a means to report and have heard complaints against such deputies. Thus, if a citizen has a complaint against the employee regarding the execution of a law enforcement duty, such a complaint will be taken by, and investigated by, CCSO Internal Affairs or such person designated by the Sheriff. The same rights afforded to any law enforcement officer pursuant to Florida Statutes Chapter 112 (the Policeman's Bill of Rights) will be afforded to the deputy, as well as the protections set forth in Garrity v. New Jersey, 385 U.S. 493 (1967). However, as the deputy is not an employee of the CCSO, the CCSO will not conduct any disciplinary hearings or impose any discipline on a deputy should an allegation be sustained. However, the Sheriff retains the ability to revoke or suspend the appointment of the deputy as a Deputy Sheriff, and is not bound by the provisions of the Clay County Career Service Ordinance as relates to deputy sheriffs. Complaints not deemed to be related to the performance of a law enforcement duty or status will be referred to Environmental Services, and the complainant so advised.

#### **IV. PAY, EQUIPMENT, VEHICLES, AND LIABILITY INSURANCE**

**A. Salary, Benefits, and Retirement.** The deputies are employees of the BCC, and as such, are on the payroll of the BCC. The BCC will also ensure that proper payments to the Florida Retirement System (FRS) reflecting the "high-risk" classification are made.

##### **B. Equipment.**

1. One complete uniform and law enforcement equipment (pistol, gun belt, handcuffs, etc.) will be provided by CCSO to the deputies, accountable to the CCSO. These items will be replaced as required by the CCSO.
2. Radios. The hand-held and vehicle police radios currently issued to Gary Winterstein and Robert Dews will be retained by Deputy Winterstein and Deputy Dews for use at Environmental Services, but remain on the inventory of CCSO. Repair of those radios is the responsibility of CCSO, and replacement the responsibility of Environmental Services with radios remaining on the CCSO inventory.

3. **Vehicle Emergency Equipment.** Lights, siren, etc. currently in the 2015 Ford Explorer and the 2015 Ford F-150 will remain in the vehicle, but is property of CCSO. Repair of such equipment is the responsibility of CCSO. Purchase of replacement or additional equipment desired by Environmental Services is the responsibility of Environmental Services, and must be from an approved list of equipment and vendors supplied by CCSO and will remain on BCC inventory. CCSO is responsible for installation of such equipment, if required.

4. **Laptop Computers.** The CCSO laptop computer currently assigned to Gary Winterstein and Robert Dews will be retained by Gary Winterstein and Robert Dews for use at Environmental Services, but remains the property of CCSO. Repair and maintenance of the laptop, if possible, is the responsibility of CCSO. Procurement of a replacement or additional laptop computers is the responsibility of Environmental Services, and must be from an approved list of equipment and vendors supplied by CCSO with laptops remaining on the CCSO inventory

#### **C. Vehicles.**

1. Currently Gary Winterstein operates a 2015 Ford Explorer VIN 1FM5K8AR3FGA66307 and Robert Dews operates a 2015 Ford F-150 VIN 1FTFX1EFXFFB25540, both vehicles are the property of the BCC for use by the deputies at Environmental Services. Procurement of and replacement of vehicles along with the Emergency Equipment for use by the deputies is the responsibility of Environmental Services.

2. **Marked Patrol Cars.** Deputies will be able to check out marked patrol cars as required for performance of duties, if spares are available. This may be arranged through the Captain of Professional Services.

**D. Liability Insurance.** The CCSO is insured through the Florida Sheriff's Self-Insurance Fund. This insurance will provide coverage for the deputies while engaged in law enforcement duties.

### **V. LAW ENFORCEMENT DUTIES**

**A. Police Reports.** Deputies will complete all required reports through the CCSO MFR system. Case numbers will be assigned as with any other CCSO deputy. Deputies will submit reports for review through the General Investigations Unit (G.I.U.) supervisor, normally a sergeant.

**B. Arrest and Search Warrants.** As required by CCSO General Orders, deputies will review any warrant application with the G.I.U. supervisor before seeking a warrant from a judicial officer.

**C. General Orders and Standard Operating Procedures.** Deputies performing law enforcement duties must comply with CCSO General Orders and Standard Operating Procedures.



**D. Communications.** Deputies will maintain communications with CCSO, including their status. Radio numbers will be assigned for the deputies.

## **VI. TERM OF AGREEMENT**

The term of this agreement shall be from January 07, 2017 to January 06, 2021. The agreement may be extended or modified only upon written agreement of the parties. The agreement may be terminated by either party at any time with written notice provided to the other party.

**Clay County Sheriff's Office**

**CLAY COUNTY**, a political subdivision  
of the State of Florida, by and through its  
Board of County Commissioners

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Sheriff of Clay County

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Wayne Bolla, Chairman  
Board of County Commissioners

**ATTEST:**

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S. C. Kopelousos, County Manager and  
Clerk of the Board



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee

DATE: 1/10/2017

FROM: Karen Thomas, Administrative &  
Contractual Services

SUBJECT: Request approval to post Notice of Intent and award Bid #16/17-7, C. R. 218 Bridge Railing Repair to Grouting & Subgrade Improvements, LLC in the amount of \$25,330.00. Approval will be effective after 72 hour bid protest period has expired assuming no protests are received. Funding Source: 101-3701-546100 (Trans Trust Fund / Streets & Drainage / Repairs & Maint) (D. Smith)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

Bridge railing repairs are needed due to damage caused by a vehicle impact.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted (Yes/No/N/A):

**Yes**

Funding Source: Transportation Trust Fund / Streets & Drainage / Repairs & Maintenance)  
Account # 101-3701-546100 Amount - \$25,330.00

Sole Source (Yes/No):

**No**

Advanced Payment (Yes/No):

**No**

ATTACHMENTS:

Description

- ▢ [Memo-Price Sheets](#)
- ▢ [Comparison Sheet](#)
- ▢ [Bid Invitation List](#)
- ▢ [Grouting & Subgrade submittal](#)
- ▢ [Sieg & Sons submittal](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/11/2017 - 12:55 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:30 PM	

**BID RECOMMENDATION**  
Bid #16/17-7  
C. R. 218 Bridge Railing Repair

**BIDDERS**

**BID TOTAL**

SIEG & SONS, INC.

\$31,700<sup>00</sup>

GROUTING & SUBGRADE IMPROVEMENTS, LLC

\$25,330<sup>00</sup>

\_\_\_\_\_

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Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

SHAWN D. THOMAS

PROJECT MANAGER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RECOMMENDATION:

STAFF RECOMMENDS AWARDDING THE BID TO  
GSI GROUTING AND SUBGRADE, THE LOWEST RESPONSIVE  
AND RESPONSIBLE CONTRACTOR.

If only one bid is received, state reason why accepted and not re-bidding:

\_\_\_\_\_

\_\_\_\_\_

<b>SCHEDULE OF VALUES</b> <b>BID #16/17-7, C. R. 218 BRIDGE RAILING REPAIR</b>				
Schedule of Values				
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	Cost
1	Maintenance of Traffic (including 2 VMBs placed 1 week before MOT)	1	LS	\$8,995
2	Concrete Class II	1	LS	\$9,185
3	Steel Reinforcement	1	LS	\$7,150
TOTAL COST =				\$25,330 ✓

Total Price Written in Words: twenty five thousand three  
hundred thirty and 00/100 dollars

Proposals require a five (5%) percent bid bond (based on total price above) and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: Grouting & Subgrade Improvements, LLC

**Bid #16/17-7, C. R. 218 Bridge Railing Repair**

Failure to complete all fields may result in your bid being rejected as non-responsive.

**CORPORATE DETAILS:**

COMPANY NAME: Grouting & Subgrade Improvements, L.L.C.

ADDRESS: 10175 Fortune Parkway, Suite 805

Jacksonville, Florida 32256

TELEPHONE: (904) 519-2324

FAX #: (904) 519-2329

E-MAIL: salibaeng@bellsouth.net

Name of Person submitting Bid: Raymond Saliba


Title: Managing Manager

Signature: 

Date: 01/06/2017

Area Representative Contact Information: Same as above

**ADDENDA ACKNOWLEDGMENT** Bidder acknowledges receipt of the following addendum:

(Clarification) Addendum No. 1 Date: 1/4/17 Acknowledged by: 

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

SCHEDULE OF VALUES				
BID #16/17-7, C. R. 218 BRIDGE RAILING REPAIR				
Schedule of Values				
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	Cost
1	Maintenance of Traffic (including 2 VMBs placed 1 week before MOT)	1	LS	\$ 10,000 <sup>00</sup>
2	Concrete Class II	1	LS	\$ 11,700 <sup>00</sup>
3	Steel Reinforcement	1	LS	\$ 10,000 <sup>00</sup>
		TOTAL COST =		\$ 31,700 <sup>00</sup> ✓

Total Price Written in Words: Thirty one thousand and  
Seven hundred dollars<sup>00</sup>

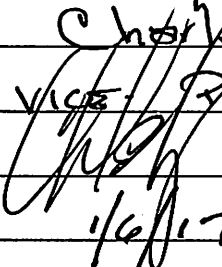
Proposals require a five (5%) percent bid bond (based on total price above) and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: SIEG & SONS INC.

Bid #16/17-7, C. R. 218 Bridge Railing Repair

Failure to complete all fields may result in your bid being rejected as non-responsive.

**CORPORATE DETAILS:**

COMPANY NAME: SIEG & Sons Inc.  
ADDRESS: 1731 Langley Ave.  
DeLand, FL. 32724  
TELEPHONE: 386-734-8295  
FAX #: 386-738-7800  
E-MAIL: Sieg\_Sons@yahoo.com  
Name of Person submitting Bid: Charles Sieg  
Title: VICE PRESIDENT  
Signature:   
Date: 1/6/17  
Area Representative Contact Information: SAME AS ABOVE

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

# BID TABULATION FORM

Bid: 16/17-7

Date: January 10, 2002

Proj: C. R. 218 Bridge Railing Repair

Time Open: 1:03

Ad: Clay Today, December 8, 2016

Time Close: 1:06

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Bid Bond	Bond Check	Insurance	Copies	W9	Total
1 Sieg & Sons Inc.	✓		✓	✓	✓	\$31,700.00
2 Grouting & Subgrade Improvements	✓		✓	✓	✓	\$25,330.00
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Staff Assigned to tabulate bids and make recommendations:

SHAWN D THOMAS  
Name

PROJECT MANAGER  
Title

**Recommendations:** Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish  
(BCC)

Payton Stetson  
Clerk  
Shawn Thomas  
Department Representative



**Bid #16/17-7, C. R. 218 Bridge Railing Repair**

**Scope of Services  
(As provided by the Engineering/Public Works Department)**

Contractors must attend the mandatory pre-bid meeting held on December 21, 2016 at 10:00 a.m. to be eligible to bid on this project.

Clay County requests bids to perform repairs to the existing bridge on C.R. 218 at the North Fork of Black Creek (Bridge No. 710048) located near Old Carter Road. A vehicle impact caused damage to the north bridge rail and the north sidewalk/curb fascia in Spans 4 and 5. The repairs shall consist of the following:

1. Replace north bridge rail in spans 4 and 5 from bridge rail post 4-1 through 5-2.
2. Repair spalls at the base of Rail Posts 4-2, 4-3 and 5-1.
3. This repair does not include repairs to the damaged aluminum guard railing.

Contractor shall remove and dispose of all construction debris per local, state, and federal requirements. The Contractor shall be responsible for all maintenance of traffic, utility locate & protection, and all Q.C. testing for the project.

Maintenance of traffic shall consist of closing one side of the bridge while work is being performed. Two VMS Boards shall be placed in advance of the bridge, one week prior to work and through the duration of the work.

All construction shall be in compliance with the latest edition of FDOT Roadway Design Standards and Specification. Contractor shall provide a 2-year warranty on all workmanship and materials.

The following Schedule of Values shall represent the major bid items necessary to complete the project. All items not included in the bid tabulations shall be included in the line item that is most suited.

See attached drawing and Draft Special Accident Inspection Report for additional information.

**BID TABULATION COMPARISON**  
**C.R. 218 Bridge Railing Repair**  
**Bid #16/17-7**

Schedule of Values				GSI Grouting and Subgrade		Sieg & Sons, Inc.	
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost	UNIT PRICE	Cost
1	Maintenance of Traffic (including 2 VMBs placed 1 week before MOT)	1	LS	\$ 8,995.00	\$ 8,995.00	\$ 10,000.00	\$ 10,000.00
2	Concrete Class II	1	LS	\$ 9,185.00	\$ 9,185.00	\$ 11,700.00	\$ 11,700.00
3	Steel Reinforcement	1	LS	\$ 7,150.00	\$ 7,150.00	\$ 10,000.00	\$ 10,000.00
TOTAL PRICE =					\$ 25,330.00	TOTAL PRICE =	\$ 31,700.00

## Bid Invitations Sent to the Following Companies for: Bid #16/17-7, C. R. 218 Bridge Railing Repair

---

Arrowhead Maintenance, Inc.  
Barco-Duval Engineering  
J B Coxwell Contracting, Inc.  
W R Townsend Contracting, Inc.  
Baker Klein Engineering  
Michael Baker, Jr., Inc.  
Greenman-Pedersen, Inc.  
BGCO, Inc.  
Hubbard Construction Company  
R & B Contracting, Inc.  
Vallencourt Construction  
Edwards Engineering, Inc.  
Hadden Engineering  
W W Engineering, Inc.  
E & D Contracting Services, Inc.  
Ellis & Associates, Inc.  
CH2M Hill Engineers  
Peters and Yaffee, Inc.  
Pars Construction Services, LLC  
Bracken Engineering, Inc.  
A J Johns, Inc.  
Robert R Palmer  
Robert Jamieson  
Al Tidball  
Petticoat-Schmitt  
Usina Contracting, Inc.  
Anderson Columbia  
Archer Western  
Hewitt Contracting  
Gibbs and Register, Inc.  
Burnham Construction, Inc.  
Florida Bridge and Transport  
Taylor & White, Inc.  
Besch & Smith Group, Inc.  
DB Civil Works  
Kirby Development  
Construction Journal  
Northpointe Services  
J D Hinson Company  
G & A Manufacturing  
Hanson Professional Services  
Watson Civil Construction, Inc.

GWP Construction  
T G Utility Company, Inc.  
Florida Roads Contracting, LLC  
Atkins  
Wantman Group  
Civil Services, Inc.  
Duval Asphalt  
R B Baker Construction  
Meskel & Associates Engineering  
Eisman & Russo, Inc.  
Traffic Control Devices  
England Thims & Miller, Inc.  
G H Underground Construction  
Pond & Company  
iSqFt/Bidclerk/Construct Connect  
Stone Engineering Group  
Grimes Utilities, Inc.  
Riverstone Construction, LLC  
A W A Contracting Co., Inc.  
Prime Vendor, Inc.  
The Blue Book Network  
Evans Contracting Services  
Grouting and Subgrade Improvements  
Callaway Contracting

<b>SCHEDULE OF VALUES</b> <b>BID #16/17-7, C. R. 218 BRIDGE RAILING REPAIR</b>				
Schedule of Values				
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	Cost
1	Maintenance of Traffic (including 2 VMBs placed 1 week before MOT)	1	LS	\$8,995
2	Concrete Class II	1	LS	\$9,185
3	Steel Reinforcement	1	LS	\$7,150
TOTAL COST =				\$25,330 ✓

Total Price Written in Words: twenty five thousand three  
hundred thirty and 00/100 dollars

Proposals require a five (5%) percent bid bond (based on total price above) and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: Grouting & Subgrade Improvements, LLC

**Bid #16/17-7, C. R. 218 Bridge Railing Repair**

Failure to complete all fields may result in your bid being rejected as non-responsive.

**CORPORATE DETAILS:**

COMPANY NAME: Grouting & Subgrade Improvements, L.L.C.

ADDRESS: 10175 Fortune Parkway, Suite 805

Jacksonville, Florida 32256

TELEPHONE: (904) 519-2324

FAX #: (904) 519-2329

E-MAIL: salibaeng@bellsouth.net

Name of Person submitting Bid: Raymond Saliba


Title: Managing Manager

Signature: 

Date: 01/06/2017

Area Representative Contact Information: same as above

**ADDENDA ACKNOWLEDGMENT** Bidder acknowledges receipt of the following addendum:

(Clarification) Addendum No. 1 Date: 1/4/17 Acknowledged by: 

Addendum No.        Date:            Acknowledged by:                                   

Addendum No.        Date:            Acknowledged by:

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

- (1) The prospective Vendor, Grouting & Subgrade Improvements, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

**Vendor:**

Grouting & Subgrade Improvements, L.L.C.

By:   
**Signature**

Raymond Saliba / Managing Manager  
**Name and Title**

10175 Fortune Parkway, Suite 805  
**Street Address**

Jacksonville, Florida 32256  
**City, State, Zip**

01/06/2017  
**Date**



Scrutinized Companies Certification  
[Clay County BID NO. Bid #16/17-7, C. R. 218 Bridge Railing Repair]

Name of Company:<sup>1</sup> Grouting & Subgrade Improvements, L.L.C.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.



(Seal)

Insert Name of Company:

Grouting & Subgrade Improvements, LLC

By: Raymond Saliba

Its Managing Manager

<sup>1</sup> "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.



# CERTIFICATE OF LIABILITY INSURANCE

GROUT-2

OP ID: AF

DATE (MM/DD/YYYY)

12/13/16

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

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

<b>PRODUCER</b> Fletcher Stein P. O. Box 50069 Jacksonville Beach, FL 32240-0069 Fletcher Stein	<b>Phone:</b> 904-249-2345	<b>CONTACT NAME:</b>
	<b>Fax:</b> 904-246-7986	<b>PHONE (A/C, No, Ext):</b>
		<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> Kinsale Insurance Co.
		<b>INSURER B:</b>
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**INSURED**  
Grouting & Subgrade  
Improvements, LLC  
10175 Fortune Pkwy., Ste. 805  
Jacksonville, FL 32256

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		0100033931-1	11/30/16	11/30/17	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ Excluded				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000					
	PRODUCTS - COMP/OP AGG \$ 2,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

CLAYC14

Clay County  
P O Box 1366  
Green Cove Springs, FL 32043

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JEFF ATWATER  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 12/27/2015 **EXPIRATION DATE:** 12/26/2017

**PERSON:** SALIBA SANAA

**FEIN:** 562672001

**BUSINESS NAME AND ADDRESS:**

GROUTING & SUBGRADE IMPROVEMENTS LLC

GSI

10175 FORTUNE PARKWAY, SUITE 80

JACKSONVILLE FL 32256

**SCOPES OF BUSINESS OR TRADE:**

LICENSED GENERAL CONTRACTOR	CONCRETE OR CEMENT WORK - FLOOR	CONTRACTOR-PROJECT MANAGER, CO
--------------------------------	------------------------------------	-----------------------------------

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a



JEFF ATWATER  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 2/19/2016 **EXPIRATION DATE:** 2/18/2018

**PERSON:** SALIBA RAYMOND

**FEIN:** 562672001

**BUSINESS NAME AND ADDRESS:**

GROUTING & SUBGRADE IMPROVEMENTS, LLC

GSI

10175 FORTUNE PARKWAY, SUITE 80

JACKSONVILLE FL 32256

**SCOPES OF BUSINESS OR TRADE:**

LICENSED GENERAL CONTRACTOR	CONCRETE OR CEMENT WORK - FLOOR	CONTRACTOR-PROJECT MANAGER, CO
--------------------------------	------------------------------------	-----------------------------------

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**Grouting & Subgrade Improvements, LLC.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**10175 fortune Parkway, Suite 805**

City, state, and ZIP code  
**Jacksonville, Florida 32256**

List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number								
5	6	-	2	6	7	2	0	1

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ **Sanaa Saliba** Digitally signed by Sanaa Saliba  
DN: cn=Sanaa Saliba, o=IRS, email=saliba@irs.gov, c=US  
Date: 2017.11.17 11:37:46 -0400  Date ▶ **11/6/2017**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>4</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>5</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>6</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

<sup>5</sup> Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# *State of Florida*

## *Department of State*

I certify from the records of this office that GROUTING & SUBGRADE IMPROVEMENTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on September 28, 2005, effective October 1, 2005.

The document number of this limited liability company is L05000095466.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on March 28, 2016, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-eighth day of March,  
2016*



*Ken DeFoner*  
**Secretary of State**

Tracking Number: CC9673419922

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



## Licensee Details

### Licensee Information

Name: **SALIBA, RAYMOND E (Primary Name)**  
**GROUTING & SUBGRADE IMPROVEMENTS LLC (DBA Name)**  
 Main Address: **10175 FORTUNE PARKWAY, SUITE 805**  
**JACKSONVILLE Florida 32256**  
 County: **DUVAL**  
 License Mailing:  
 LicenseLocation:

### License Information

License Type: **Certified General Contractor**  
 Rank: **Cert General**  
 License Number: **CGC1517947**  
 Status: **Current,Active**  
 Licensure Date: **10/21/2009**  
 Expires: **08/31/2018**

**Special Qualifications**      **Qualification Effective**  
**Construction Business**      **10/21/2009**

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **[Chapter 455](#)** page to determine if you are affected by this change.



**Data Contained In Search Results Is Current As Of 01/08/2017 10:41 PM.**

## Search Results

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified General Contractor	<a href="#">GROUTING &amp; SUBGRADE IMPROVEMENTS LLC</a>	DBA	CGC1517947 Cert General	Current, Active 08/31/2018

**Main Address\*:** 10175 FORTUNE PARKWAY, SUITE 805 JACKSONVILLE, FL 32256

Construction Business Information	<a href="#">GROUTING &amp; SUBGRADE IMPROVEMENTS LLC</a>	Primary	Business Info	Current
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**Main Address\*:** 10175 FORTUNE PARKWAY SUITE 804 JACKSONVILLE, FL 32256

[Back](#)
[New Search](#)

**\* denotes**

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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# THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 3 Counterpart



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Grouting & Subgrade Improvements, LLC  
(Here insert full name and address or legal title of Contractor)

10175 Fortune Parkway, Suite 805, Jacksonville, FL 32256

as Principal, hereinafter called the Principal, and Pennsylvania National Mutual Casualty Insurance  
(Here insert full name and address or legal title of Surety)

Company, PO Box 2361, Harrisburg, PA 17105-2361

a corporation duly organized under the laws of the State of PENNSYLVANIA

as Surety, hereinafter called the Surety, are held and firmly bound unto Clay County Florida  
(Here insert full name and address or legal title of Owner)

477 Houston St., Green Cove Springs, FL 32043

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ ---5%--- ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

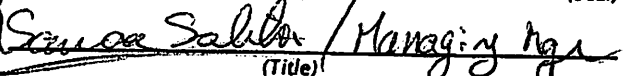
16/17-7, C.R. 218 Bridge Railing Repair, Clay County, FL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

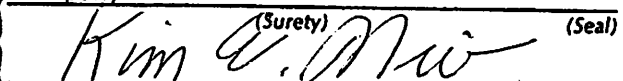
Signed and sealed this 9th day of January 2017

  
Skannette Saliba (Witness)

Grouting & Subgrade Improvements, LLC  
(Principal) (Seal)

  
(Title)

Pennsylvania National Mutual Casualty Insurance  
Company

  
(Surety) (Seal)  
(Title)

Kim E. Niv, Attorney-in-Fact  
and Florida Licensed Resident Agent

Tammy D. Jones



**PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY**  
**Harrisburg, Pennsylvania**

3333

**POWER OF ATTORNEY**

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, DON BRAMLAGE, CHERYL FOLEY, AND GLENN ARVANITIS, ALL OF MAITLAND, FLORIDA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF THREE MILLION DOLLARS ----- (\$3,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON OCTOBER 31, 2025, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

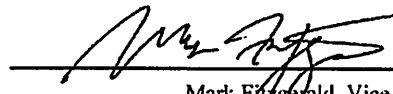
This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on October 30, 2015.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

  
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin - ss:

On October 30, 2015, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President - Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Traci A Kimmich, Notary Public  
City Of Harrisburg, Dauphin County  
My Commission Expires Oct 31, 2016  
Member, Pennsylvania Association of Notaries

  
Notary Public

I, Mark Fitzgerald, Vice President - Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on January 9, 2017.

  
Vice President - Surety



GSI  
Grouting & Subgrade Improvements, LLC  
10175 Fortune Pkway, Suite 804  
Jacksonville, FL 32256  
Ph # (904) 519-2324

RECEIVED  
PURCHASING DIVISION

2017 JAN -9 A 10:10

CLAY COUNTY BOARD OF  
COMMISSIONERS

Clay County Purchasing Division  
477 Houston Street  
PO Box 1366  
Green Cove Springs, FL 32043

Receipt for Bid #: 16/17-7

Company Name: GSI

Repair

ldg.  
sk

32043



SCHEDULE OF VALUES				
BID #16/17-7, C. R. 218 BRIDGE RAILING REPAIR				
Schedule of Values				
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	Cost
1	Maintenance of Traffic (including 2 VMBs placed 1 week before MOT)	1	LS	\$ 10,000 <sup>00</sup>
2	Concrete Class II	1	LS	\$ 11,700 <sup>00</sup>
3	Steel Reinforcement	1	LS	\$ 10,000 <sup>00</sup>
TOTAL COST =				\$ 31,700 <sup>00</sup> ✓

Total Price Written in Words: Thirty one thousand and  
Seven hundred dollars<sup>00</sup>

Proposals require a five (5%) percent bid bond (based on total price above) and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: SIEG & SONS INC.

Bid #16/17-7, C. R. 218 Bridge Railing Repair

Failure to complete all fields may result in your bid being rejected as non-responsive.

**CORPORATE DETAILS:**

COMPANY NAME: SIEG & Sons Inc.  
ADDRESS: 1731 Langley Ave.  
DeLand, FL. 32724  
TELEPHONE: 386-734-8295  
FAX #: 386-738-7800  
E-MAIL: Sieg - Sons@yahoo.com  
Name of Person submitting Bid: Charles Sieg  
Title: VICE PRESIDENT  
Signature: [Signature]  
Date: 1/6/17  
Area Representative Contact Information: SAME AS ABOVE

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Sieg & Sons, Inc.

1731 Langley Avenue

Deland

FL

32724

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company

13010 Morris Road, Building One, Suite 150

Alpharetta

GA

30004

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto BOARD OF COUNTY COMMISSIONERS CLAY

COUNTY, FLORIDA

CLAY COUNTY ADMINISTRATION BLDG., 4TH  
FLOOR, CONFERENCE ROOM B, 477 HOUSTON ST. GREEN COVE SPRINGS FL 32043

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for BID #16/17-7, C.R.218 BRIDGE RAILING REPAIR. PERFORM  
REPAIRS TO THE EXISTING BRIDGE ON C.R.218 AT THE NORTH FORK OF BLACK CREEK (BRIDGE NO.  
710048) LOCATED NEAR OLD CARTER ROAD.

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of January, 2017.



(Witness)

Sieg & Sons, Inc.

(Principal)

By: 

(Seal)

(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact John W. Charlton

(Title)

Lily Rafford

(Witness)



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN W. CHARLTON and D.W. MATSON, III

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

By   
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company



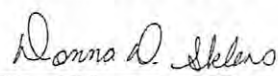
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26<sup>th</sup> day of June, 2012.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

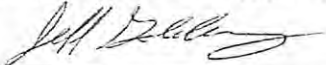
On this 26<sup>th</sup> day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10<sup>th</sup> day of JANUARY, 2017.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

REQUEST FOR BIDS

Bid No. 16/17-7, C. R. 218 BRIDGE RAILING REPAIR

DUE DATE: Monday January 9, 2017- 4:00 pm  
OPEN DATE: Tuesday, January 10, 2017 -1:00 pm



Issued By:  
Clay County Board of County Commissioners  
Purchasing Division

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion Form**

- (1) The prospective Vendor, SIEG & Sons Inc., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

SIEG & Sons Inc.

By: [Signature] V-P  
Signature

Charles E. Sieg V-P  
Name and Title

1731 Langley Ave. #2  
Street Address

Deland, FL. 32724  
City, State, Zip

1/9/17  
Date

Scrutinized Companies Certification  
[Clay County BID NO. Bid #16/17-7, C. R. 218 Bridge Railing Repair]

Name of Company:<sup>1</sup> SIEG & Sons Inc.

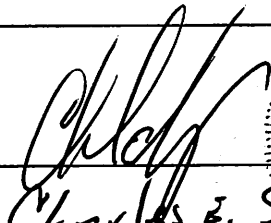
In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

SIEG & Sons Inc.

(Seal)

By:

  
Charles E. Sieg

Its V-P

<sup>1</sup> "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Sieg and Sons, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) <b>1731 Langley Ave.</b>	Requester's name and address (optional) <b>Clay County</b>
	6 City, state, and ZIP code <b>DeLand FL 32724</b>	<b>477 Houston St</b> <b>Green Cove Springs FL 32043</b>
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
5	9	-	2	5	8	2	8	3	0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Rachel Siegel</i>	Date ▶ <i>1-3-17</i>
-----------	---	----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/4/2017

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

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

<b>PRODUCER</b> Sihle Insurance Group, Inc. 1300 S. Woodland Blvd. Deland FL 32720		<b>CONTACT NAME:</b> Laurie Cominse <b>PHONE (A/C, No, Ext):</b> 386-736-6444 <b>E-MAIL ADDRESS:</b> lcominse@sihle.com <b>FAX (A/C, No):</b> 386-736-6772													
<b>INSURED</b> Sieg & Sons Inc 1731 Langley Ave Deland FL 32724		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> Everest National Ins Co.</td><td><b>NAIC #</b> 10120</td></tr><tr><td><b>INSURER B:</b> Liberty Mutual Ins. Group</td><td>23043</td></tr><tr><td><b>INSURER C:</b> Travelers Property &amp; Casualty Co. o</td><td>36161</td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> Everest National Ins Co.	<b>NAIC #</b> 10120	<b>INSURER B:</b> Liberty Mutual Ins. Group	23043	<b>INSURER C:</b> Travelers Property & Casualty Co. o	36161	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> Everest National Ins Co.	<b>NAIC #</b> 10120														
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

## COVERAGES

CERTIFICATE NUMBER: 1442163327

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CF4GL00618-151	10/14/2016	10/14/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
EACH OCCURRENCE	\$1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000																				
MED EXP (Any one person)	\$5,000																				
PERSONAL & ADV INJURY	\$1,000,000																				
GENERAL AGGREGATE	\$2,000,000																				
PRODUCTS - COMP/OP AGG	\$2,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS56951252	10/14/2016	10/14/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>PIP</td><td>\$10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP	\$10,000				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
PIP	\$10,000																				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
C	Equipment Floater			QT-660-4G787581	10/14/2016	10/14/2017	<table border="1"><tr><td>unscheduled leased eq deductible</td><td>150,000</td></tr><tr><td>scheduled equipment</td><td>2,500</td></tr><tr><td></td><td>66,555</td></tr></table>	unscheduled leased eq deductible	150,000	scheduled equipment	2,500		66,555								
unscheduled leased eq deductible	150,000																				
scheduled equipment	2,500																				
	66,555																				

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

RE: Bid # 16/17-7, CR 218 Bridge Railing Repair

## CERTIFICATE HOLDER

## CANCELLATION

Clay County Administrative Building  
477 Houston Street  
Green Cove Springs FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Laura Holder*

© 1988-2014 ACORD CORPORATION. All rights reserved.



his service area is provided for your internal use  
a. Service must be marked on airbill.

FedEx Service:

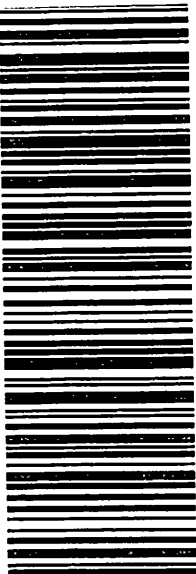
Extremely Urgent

MON - 09 JAN AM  
STANDARD OVERNIGHT

FedEx  
TRK# 8489 1714 9629

3

XH CRGA



FTD 64613 06JAN17 DABA 539C1/1997/0C8A

FedEx Express  
US Airbill

FedEx Tracking Number 848917149629

1 From This portion can be removed for Recipient's records.  
FedEx Tracking Number

Date \_\_\_\_\_ Phone \_\_\_\_\_

Sender's Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

City \_\_\_\_\_

2 Your Internal Billing Reference

3 To Recipient's Name \_\_\_\_\_

Company \_\_\_\_\_

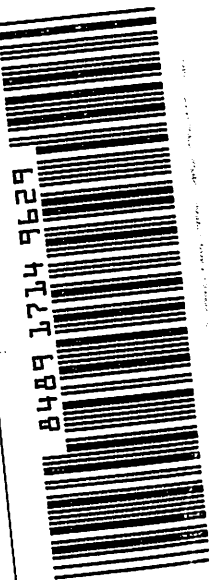
Recipient's Address \_\_\_\_\_

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address To request a package be held at a specific FedEx location, print FedEx address here.

State \_\_\_\_\_ ZIP \_\_\_\_\_

City \_\_\_\_\_



RECEIVED  
PURCHASING DIVISION

2017 JAN -9 A 10:20

CLAY COUNTY BOARD OF  
COMMISSIONERS

Clay County Purchasing Division  
477 Houston Street  
PO Box 1366  
Green Cove Springs, FL 32043

Receipt for Bid #: 12/17-7

Company Name: Sieg & Sons Inc.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee

DATE: 1/11/2017

FROM: Administrative and Contractual Services

SUBJECT:

Re-approval of the 17th Renewal to Agreement #99/00-35 along with sole source designation and advance payment, with Kronos Incorporated for software support services, for a term of one year, at the cost of \$6,823.75. Funding Source: 001-2103-546100 (General Fund / PS-Admin & Comm / Repairs & Maintenance) (L. Mock/T. Nagle)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

The 17th renewal was previously approved by the Board on 10/25/2016, however the vendor subsequently requested modifications to the Standard Addendum. Therefore, since the addendum has been modified and the previous Board Chairman no longer holds that position, the Agreement is being submitted for re-approval.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted (Yes/No/N/A):

**Yes**

Funding Source: General Fund / PS-Admin & Comm / Repairs & Maintenance  
Account # 001-2103-546100 Amount \$6,823.75

Sole Source (Yes/No):

**Yes**

Advanced Payment (Yes/No):

**Yes**

Planning Requirements:

Public Hearing Required (Yes/No):

**No**

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ☐ [Kronos Renewal #17 Sole Source Documents](#)
- ☐ [Kronos 17th Renewal Agreement](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/11/2017 - 1:07 PM	

County  
Manager

Kopelousos, Stephanie Approved

1/13/2017 - 2:32 PM



# CLAY COUNTY, FLORIDA

## Sole Source Justification

Vendor: Kronos Incorporated

Commodity: Contract for Telestaff employee scheduling notification solution software support services.

Estimated annual expenditure for the above commodity or service: \$ 6823.75

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (more than one entry will apply to most sole source products/services requested).

1. X SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. \_\_\_\_\_ SOLE SOURCE REQUEST IS FOR THE ONLY STATE OF FLORIDA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. \_\_\_\_\_ THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. X THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. \_\_\_\_\_ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. \_\_\_\_\_ NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

PS  
DEPARTMENT

ALL  
DIVISION

9-13-2016  
DATE

 /   
DEPARTMENT/DIVISION DIRECTOR

\_\_\_\_\_  
COUNTY MANAGER

(PURCHASING USE ONLY)	<u>SOLE SOURCE AUTHORIZATION</u>
APPROVED BY: _____	DATE: _____
DISAPPROVED BY: _____	DATE: _____
REASON: _____	



Kronos Incorporated  
297 Billerica Road  
Chelmsford, Massachusetts 01824

(978) 250-9800  
Fax (978) 367-5900  
[www.kronos.com](http://www.kronos.com)

September 14, 2016

Jason Boree  
Clay County MIS Division  
2519 State Road 16 W  
P.O Box 1366  
Green Cove Springs, FL 32043

Dear Mr. Boree:

This letter is to confirm that Kronos® equipment and software (including the Telestaff Software) is sold and serviced only through Kronos district offices or Kronos authorized dealers.

Kronos' authorized seller and maintenance provider of Kronos/Principal Decision Systems equipment in the Green Cove Springs, Florida area is the Kronos office located at:

5405 Cypress Center Drive, Suite 300  
Tampa, FL 33609  
Phone: (813) 207-0555

Kronos' goal is to handle questions regarding the sole sourcing of Kronos products in a consistent manner, which is why we utilize this letter format. If you have any questions relating to anything in this letter, please feel free to contact me anytime.

Very truly yours,

John O'Brien  
Sr. Vice President, Global Sales





## CLAY COUNTY FLORIDA

Purchasing Division  
P.O. Box 1366  
477 Houston Street  
4<sup>th</sup> Floor, Admin Building  
Green Cove Springs, FL  
32043-0367

Area Code: 904  
Phone: 278-3761  
529-3761  
Fax: 278-3728


County Manager  
Stephanie C. Kopelousos

Commissioners:  
Wendell Davis  
District 1  
Wayne Bolla  
District 2  
Diane Hutchings  
District 3  
Buck Burney  
District 4  
Ronnie Robinson  
District 5

Switchboard:  
GCS (904) 284-6300  
KH (352) 473-3711  
KL (904) 533-2111  
OP/MBG (904) 269-6300

[www.claycountygov.com](http://www.claycountygov.com)

### MEMORANDUM

TO: S.C. Kopelousos, County Manager  
FROM: Davis Motes, Deputy Chief   
DATE: September 14, 2016  
RE: Kronos Contract

**\*\*REQUESTED ACTION:** Approval of agreement with Kronos Incorporated, for support services of the Public Safety Automated Staffing Program.

**Background:** This contract for support services for Telestaff, the automated employee scheduling and notification solution software, continues service and support for one year. This version maintenance agreement was \$6,000.48 last year, and is increasing to \$6,823.75, due to the addition of the maintenance agreement that was not needed for the first year following the previous migration.

**Agreement Term:** 10/1/16-9/30/17

**Cost:** \$6,823.75

**Funding Source:** 001-2103-546100

**Staff Review Comments:** Staff recommends approving and continuing our contractual agreement with Kronos Incorporated for the terms and conditions within the agreement for one year.

**Advance Payment Required:** Yes

**Sole Source:** Kronos Incorporated, Telestaff automated staffing program, contains product/equipment sold only through and by Kronos. Further, Public Safety's complex process and services are best met with this software/equipment solution and will allow for continuity of service delivery.



**CLAY COUNTY  
FLORIDA**

**Public Safety Department**

Clay County Fire Rescue  
P.O. Box 1366  
2519 State Road 16 W  
Green Cove Springs, FL  
32043

Area code: 904  
Phone: 284-7703  
Fax: 284-7144

**County Manager**  
Stephaine C. Kopelousos

**Commissioners:**

Wendell Davis  
District 1  
Wayne Bolla  
District 2  
Diane Hutchings  
District 3  
Buck Burney  
District 4  
Ronnie Robinson  
District 5

**Switchboard:**

GCS (904) 284-6300  
KH (352) 473-3711  
KL (904) 533-2111  
OP/MBG (904) 269-6300

[www.claycountygov.com](http://www.claycountygov.com)

**MEMORANDUM**

TO: S.C. Kopelousos, County Manager

FROM: David Motes, Deputy Chief

A handwritten signature in dark ink, appearing to be "DM", enclosed within a circular scribble.

RE: Krono's Incorporated-Advance Payment Justification

Public Safety request advance payment for this service. This is a software & support contract for Telestaff. Krono's requires payment before providing the continued support and licensing of their software.

Please continue to provide advance payment.

Sincerely,

David Motes



AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC F+N 1-17-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	1/10/2017	
Staff Member Preparing Form:	Whitney Davis / David Motes	
Department Submitting Contract:	Public Safety	
Vendor Name:	Kronos Incorporated	
Contract Title:	Kronos Support Services Agreement 17 <sup>th</sup> Renewal	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	Y	(N)
2. (Renewal) Amend./Supplement	(Y)	N
3. Sole Source ** (explain below)	(Y**)	N
4. Quotes/bid policy met	(Y)	N
5. Need to waive bid policy	Y	(N)
6. Automatic renewal	n/a	(N)
7. Standard Addendum Executed	Y	(N)
8. Advance Payment Required	(Y)	N
9. Contract Amount (*Detail negotiation efforts below) \$6,823.75		
10. Last Year's Price (*If increase explain below) \$6,000.48		
11. Date of Original Contract 12/14/1999		
12. Number of Renewals 17		
13. Length of Term 1-year		
Requested Action: Support Services		
Funding Source		
Account Number:	Background/Purpose: This maintenance Agreement is increasing to \$6,823.75 due to the Addition of the maintenance agreement that was not needed for the first year following the	
001-2103-546100	Previous migration.	
Account Name:	***Advanced Payment is Requested***	
GenFund/PSAdmin/Comm-Repair & Maintenance		

### Approvals

Purchasing:	No Changes	With Changes
Review Date:	✓	

Recommended Changes: \_\_\_\_\_

Budget:	No Changes	With Changes
Review Date:	✓	

Finance:	No Changes	With Changes
Review Date:	✓	

\*Price Negotiation Efforts: \_\_\_\_\_

County Attorney:	No Changes	With Changes
Review Date:	✓	

\*\* Sole Source Explanation: See attached documentation.

**SEVENTEENTH RENEWAL TO  
AGREEMENT/CONTRACT #99/00-35**

**THIS SEVENTEENTH RENEWAL TO AGREEMENT #99/00-35 is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY") AND KRONOS INCORPORATED (hereinafter referred to as the "CONTRACTOR"), whose address is 297 Billerica Road, Chelmsford, MA 01824.**

**WHEREAS, the parties previously entered into Agreement #99/00-35, dated December 14, 1999 (the AGREEMENT), a copy of which is incorporated herein and attached as Exhibit-B, whereby the CONTRACTOR agreed to provide telecommunications and computer technology services; and**

**WHEREAS, the Agreement will expire on September 30, 2016; and**

**WHEREAS, the County and the CONTRACTOR desire to reinstate and renew the terms of the Agreement; and**

**WHEREAS, the CONTRACTOR is deemed to be a sole-source provider of said telecommunications and computer technology services; and**

**WHEREAS, the County Standard Addendum to ALL Contracts and Agreements and the Scrutinized Companies Certification are both attached and made a part hereof; and**

**WHEREAS, the COUNTY and the CONTRACTOR hereby desire to enter into this 17<sup>th</sup> renewal of the AGREEMENT for an additional year at the prices stated in Exhibit-A, which is attached hereto and made a part hereof.**

**W I T N E S S E T H**

**IN CONSIDERATION of the foregoing RECITALS, the parties agree as follows:**

- 1. The AGREEMENT is renewed for a period commencing October 1, 2016, and continuing through September 30, 2017.**
- 2. The annual contract amount for this Seventeenth Renewal is \$6823.75, payable in advance.**

3. In all other respects, the original terms and conditions of the AGREEMENT remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

KRONOS INCORPORATED  
297 BILLERICA ROAD  
CHELMSFORD, MA 01824

CLAY COUNTY, a political subdivision  
of the State of Florida, by and through  
its Board of County Commissioners

By: \_\_\_\_\_

By: \_\_\_\_\_  
Wayne Bolla, Chairman

\_\_\_\_\_  
(PRINT NAME)

ATTEST FOR CLAY COUNTY:

\_\_\_\_\_  
S.C. Kopelousos, County Manager  
and Clerk of the Board of County  
Commissioners





Exhibit - A

## Support Services Quote

Page 1 of 2

Payment Terms: Net 30 Days  
Currency: USD  
Customer PO Number:

Quote Type: Renewal  
Customer: CLAY COUNTY FIRE  
Solution ID: 6104155  
Contract #: 1188928 R02-JUN-16  
Date: 13-JUL-2016  
Prepared by: Kimberly Jedrey / US Southeast6

Bill To: CLAY COUNTY FIRE  
2519 ST RD 16 W.  
GREEN COVE SPRINGS FL 32043  
UNITED STATES

Ship To: CLAY COUNTY FIRE  
2519 ST RD 16 W.  
GREEN COVE SPRINGS FL 32043  
UNITED STATES

Contact: JASON BOREE  
Email: Jason.Boree@claycountygov.com

## CONTRACT SUMMARY

Contract Period: 01-OCT-2016 - 30-SEP-2017

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$6,823.75	\$0.00	\$6,823.75
Total	\$6,823.75	\$0.00	\$6,823.75

Annualized Contract Value: \$6,823.75

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

## IMPORTANT NOTES

This renewal quote entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the Contractor\*), as amended."

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

Clay County Board of County Commissioners

~~CLAY COUNTY FIRE~~

KRONOS INCORPORATED

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

S.C. Kopelousos  
County Manager &  
Ex-officio Clerk of the Board





Exhibit-A

## Support Services Quote

Page 2 of 2

Payment Terms: Net 30 Days  
Currency: USD  
Customer PO Number:

Quote Type: Renewal  
Customer: CLAY COUNTY FIRE  
Solution ID: 6104155  
Contract #: 1188928 R02-JUN-16  
Date:  
Prepared by: Kimberly Jedrey / US Southeast6

Bill To: CLAY COUNTY BOARD OF COMMISSIONERS  
PO BOX 1366  
GREEN COVE SPRINGS FL 32043  
UNITED STATES

Ship To: CLAY COUNTY FIRE  
2519 ST RD 16 W.  
GREEN COVE SPRINGS FL 32043  
UNITED STATES

Contact: JASON BOREE  
Email: Jason.Boree@claycountygov.com

## SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	WORKFORCE TELESTAFF CONTACT MANAGER V4	200	01-OCT-2016	30-SEP-2017	365
2	Platinum	WORKFORCE TELESTAFF ENTERPRISE V4	200	01-OCT-2016	30-SEP-2017	365
3	Platinum	WORKFORCE TELESTAFF GLOBAL ACCESS V4	200	01-OCT-2016	30-SEP-2017	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	\$6,823.75	\$0.00	\$6,823.75

**STANDARD ADDENDUM TO ALL CONTRACTS  
AND AGREEMENTS**  
[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment, such number of days currently 45 days from receipt of invoice

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) Except for claims for injunctive relief or other equitable relief, in the event a controversy, dispute or disagreement arises between Contractor and County with respect to any matter arising out of this Agreement which cannot be resolved in the normal course, either party may escalate any such controversy, dispute or disagreement as follows: Within ten (10) business days of a written request by either party, County's designated project manager and Contractor's Project Manager/Account Executive shall meet and attempt to resolve the issue amicably and expeditiously. If these parties cannot resolve the issue within ten (10) business days of the meeting, then the issue shall be submitted to County's designated executive and Contractor's designated executive. If these parties cannot resolve the issue within fifteen (15) business days of submission to them, then the issue shall be submitted for resolution to County's designated senior executive and Contractor's designated senior executive. If the parties are still unable to resolve their dispute, they shall be free to pursue such other remedies as they deem appropriate subject to the terms of this Agreement.

2. Contractor represents that it does not and will not use subcontractors for support services or professional services.

3. Intentionally Deleted

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. Contractor represents that there is no travel in connection with the services rendered and thus no travel expenses will be incurred for reimbursement.

7. Intentionally Deleted

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year. The County also acknowledges that Contractor is not obligated to refund any prepaid fees.

12. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) Upon request from the County's custodian of public records, provide the County 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 269-6352, Ann.Mitchell@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

[The remainder of this page is intentionally blank.]

ATTEST FOR CLAY COUNTY:

\_\_\_\_\_  
S. C. Kopelousos, County Manager and Clerk of  
the Board of County Commissioners

(Corporate Seal)

County:

Clay County, a political subdivision of the State  
of Florida, by its Board of County  
Commissioners

By: \_\_\_\_\_  
Wayne Bolla  
Its Chairman

Contractor Name: Kronos Incorporated

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Scrutinized Companies Certification

[Clay County: Support Services Agreement]  
INSERT PROJECT NAME

Name of Company:<sup>1</sup> Kronos Incorporated

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

Kronos Incorporated

By: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

<sup>1</sup> "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.



CLAY COUNTY  
AGREEMENT/CONTRACT # 99/00-35

Exhibit B

TELESTAFF LICENSE AGREEMENT

This Agreement ("AGREEMENT") made by and between Principal Decision Systems International ("PDSI"), that has its principal place of business at 34 Executive Park, Suite 210, Irvine, CA 92614, and CLAY COUNTY BOARD OF COUNTY COMMISSIONERS ("CUSTOMER"), that has its principal place of business at 1 DOCTORS DRIVE, GREEN COVE SPRINGS, FL 32042, shall be subject to the following terms and conditions:

Witnesseth:

Whereas, PDSI has developed a telecommunications/computer technology which consists of certain hardware and software known as TELESTAFF; and

Whereas, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

Whereas, CUSTOMER wishes to contract with PDSI to: (1) install TELESTAFF, (2) implement a license to use TELESTAFF, (3) configure TELESTAFF and train CUSTOMER on its use, and (4) as applicable, implement all licenses necessary to use TELESTAFF; and

Whereas, PDSI is willing to contract with CUSTOMER to: (1) install TELESTAFF, (2) grant CUSTOMER a license to use TELESTAFF, (3) configure TELESTAFF and train CUSTOMER on its use, and (4) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

1. Ownership of TELESTAFF. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI.
  - (a) License. Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein.
  - (b) Components of License. The TELESTAFF License shall consist of the right to use that certain hardware and software that collectively constitute TELESTAFF.
2. Copyright and Proprietary Protection.
  - (a) TELESTAFF is owned by PDSI, and is protected by United States and International copyright laws and international trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 11, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.
  - (b) CUSTOMER shall not:
    - (i) Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;
    - (ii) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF.
3. Execution Date. The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.
4. Term. This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of one (1) year, unless terminated as provided herein. On each anniversary date thereafter, this AGREEMENT may renew for a term of one (1) year, subject to execution of a renewal agreement.
5. Product Options. The following constitutes a complete list of all TELESTAFF components available in connection with the use of TELESTAFF. See Appendix A for the definition of TELESTAFF Hardware Components and Appendix B for the definition of Implementation Services. CUSTOMER does hereby agree to purchase from PDSI the selected items in consideration for the corresponding fees indicated as applicable:

Initial	Component	Fee
<input type="checkbox"/>	TELESTAFF Software License for 200 Users	\$ 23,040
<input type="checkbox"/>	TELESTAFF Hardware Components	\$ 5,000
<input type="checkbox"/>	TELESTAFF Implementation Services	\$ 6,000
<input type="checkbox"/>	TELESTAFF final payment,	\$ 4,800
<input type="checkbox"/>	TELESTAFF database users, twelve (12)	No Charge

6. Pricing. PDSI agrees to the fees reflected above in paragraph 5 for 45 days after November 16, 1999



# Exhibit B

7. **Payments.** CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency. CUSTOMER does hereby agree to the payment terms for each component.

Initial	Component	Due
<input type="checkbox"/>	TELESTAFF Software License and applicable Sales Tax	On Execution Date
<input type="checkbox"/>	TELESTAFF Hardware Components	Net 30 Days from Execution Date
<input type="checkbox"/>	TELESTAFF Implementation Services	Net 60 Days from Execution Date
<input type="checkbox"/>	TELESTAFF final payment	Due six (6) months after execution of contract

8. **Travel Expenses.** CUSTOMER agrees to pay for all travel related to the TELESTAFF Implementation Services. Implementation services for training and configuration are described in appendix B. For on-site travel by PDSI, CUSTOMER agrees to reimburse PDSI for all customary travel expenses including airfare, meals, lodging and ground transportation immediately, upon invoice. It is not customary for PDSI to do any on-site travel.
9. **Additional Components.** If additional hardware and/or software are required for additional usage, other enhancements, or add-on options, CUSTOMER agrees to pay for any and all hardware and/or software required for supporting additional TELESTAFF usage, enhancements and/or other add-on options.
10. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Appendix B. CUSTOMER acknowledges that additional training and/or reconfiguration requested by CUSTOMER will be at an additional cost.
11. **Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first twelve (12) months following the Execution Date. See Appendix C for the definition of TELESTAFF Service and Support. CUSTOMER does hereby acknowledge that on each anniversary of the Execution Date, CUSTOMER may renew service and support under the following events:

Initial	Event	Payment
<input type="checkbox"/>	1 <sup>st</sup> Anniversary of the Execution Date	\$4,608
<input type="checkbox"/>	Subsequent anniversaries during term	5% maximum increase over previous period

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TeleStaff as defined in Appendix C.

12. **Limited Warranty.** PDSI WARRANTS TELESTAFF TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND TO OPERATE IN ACCORDANCE WITH TELESTAFF USER MANUALS. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** PDSI'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES SHALL BE THE REPLACEMENT OF TELESTAFF UPON NOTIFICATION OF REPORTED DEFICIENCIES. IN NO EVENT WILL PDSI BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING ANY LOST WAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE TELESTAFF EVEN IF PDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD PDSI HARMLESS FOR ANY SUCH CLAIMS.
14. **Termination.** This AGREEMENT shall terminate upon the following events:
- In the case of an event of default (if CUSTOMER or PDSI fails to satisfy any of its respective covenants, duties or obligations under this AGREEMENT), the non-defaulting party shall have the option to terminate this AGREEMENT. In the event of default, the non-defaulting party shall give written notice to the defaulting party of the alleged default and give such party at least thirty (30) days in which to cure the alleged default. If the defaulting party does not satisfactorily cure its default, the non-defaulting party has the right to terminate upon thirty (30) days additional written notice stating the defaulting party's failure to cure the default;
  - By mutual consent between both parties;
  - After the initial term of the AGREEMENT, upon ninety (90) days written notice to the other party.
15. **Confidentiality.** CUSTOMER and PDSI agree that confidentiality survives expiration or sooner termination of this AGREEMENT.

Exhibit B

18. Miscellaneous Provisions.

- (a) Amendments. This AGREEMENT shall not be modified or amended except by another agreement in writing executed by the parties hereto.
- (b) Entire Agreement. This AGREEMENT, including Appendices A, B and C attached hereto, supersedes all prior discussions, understanding and agreement between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein.
- (c) Governing Law. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.
- (d) Notices. All notices, requests, demands and/or other communications required or permitted to be given or made by this AGREEMENT shall be in writing and shall be delivered by commercial overnight delivery services which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses referenced above. Any party may change its address for purposes of this AGREEMENT by notice in writing to the other party.
- (e) No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy or partial exercise of any right, power or remedy by any party will preclude any other or future exercise of any other right, power or remedy or partial right, power or remedy. No express waiver or assent by any party hereto to any default in any term or condition of this AGREEMENT shall constitute a waiver of or an assent to any succeeding default in the same or any other term or condition hereof.
- (f) Assignability. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and personal representatives.
- (g) Year 2000 Compliant. TELESTAFF is year 2000 compliant.
- (h) Clay county standard addendum attached as addendum D and made a part hereof.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the day and year first above written.

PDSI

By:

Title:

Nathan Plancovic  
Account Executive

Date: November 16, 1999

Board of County Commissioners, Clay County, FL  
(CUSTOMER)

By:

Title:

George A. Bush  
Chairman

Date:

12/14/99

ATTEST:

Robert M. Wilson [Seal]

Robert M. Wilson  
County Manager and Clerk of the  
Board of County Commissioners

### Appendix A - TeleStaff Hardware Components

For the fee specified in paragraph 5 of this AGREEMENT, PDSI will procure and configure appropriate hardware and related software components (a) not supplied by CUSTOMER and (b) necessary for operation of the TeleStaff server and will deliver the configured hardware system to CUSTOMER. Hardware necessary for the operation of TeleStaff includes:

- PC system capable of operating the TeleStaff software for CUSTOMER <sup>(1)</sup>
- Telephony hardware to support TeleStaff's telephone features
- SQL Database Server software <sup>(2)</sup>
- Remote communication software for remote diagnostics

PDSI recommends PC systems from Dell Computer Corporation. As Dell frequently changes and introduces new models and configurations, PDSI does not recommend a specific Dell model number. However, hardware components must include, at minimum, the following:

- Intel Pentium II 450 MHz processor or
- 128 MB or greater RAM
- 6 GB or larger Hard Drive
- 32x CD-ROM drive
- 17" or larger SVGA Monitor
- Tape Backup
- 56K V.90 Modem
- Multimedia with speakers and microphone
- Keyboard and mouse
- Microsoft Windows NT Workstation 4.0
- Next day on site service by manufacturer
- Sybase SQLAnywhere 12 - User database
- Dialogic 4 - Line Telephony system <sup>(3)</sup>
- Laplink Remote Communications software

### IMPORTANT NOTES:

- (1) Whether CUSTOMER purchases hardware through PDSI or supplies its own hardware (subject to the above requirements), PDSI's hardware services include installation of Sybase database server software, Dialogic Telephony hardware and Laplink remote communications software on the PC hardware. If CUSTOMER supplies some or all of its own hardware components, CUSTOMER agrees to ship all hardware (at CUSTOMER's cost) to PDSI for installation and testing. Should hardware supplied by CUSTOMER not meet the above minimum requirements and/or not allow correct operation of TeleStaff, PDSI reserves the right to request replacement hardware from CUSTOMER or purchase at CUSTOMER's expense necessary hardware components. CUSTOMER may connect additional PCs to the TeleStaff system by installing the TeleStaff client software (included) provided they are connected to the TeleStaff system by a network using the TCP/IP protocol. TeleStaff is compatible with connected PCs running the Windows 95, 98 or NT operating system.
- (2) The database software specified above will allow Twelve (12) concurrent connections to the TeleStaff database by PCs on a network. Although the TeleStaff client software may be installed on any number of PCs, the database software will allow only twelve concurrent connections. As a user logs off TeleStaff, a connection is released and made available to other users. Access to TeleStaff by telephone DOES NOT consume a database server connection; only access by PCs consume database connections. The database server software may be upgraded to enable additional concurrent connections.
- (3) The Dialogic Telephony system specified above supports any combination of up to four (4) simultaneous inbound and outbound connections by telephone. PDSI recommends that CUSTOMER connect four dedicated telephone lines to the Dialogic Telephony hardware (installed in the PC). Further, CUSTOMER should provide one telephone number to staff members which when dialed automatically attaches to the next available telephone line. Additional Dialogic Telephony components may be purchased to provide additional telephone connections.
- (4) Hardware and related software supplied by CUSTOMER under this agreement : \_\_\_\_\_

### **Appendix B - TeleStaff Implementation Services Partnership Agreement**

For the fee specified in paragraph 5 of this AGREEMENT, PDSI will train CUSTOMER staffing administrators on the operation of TeleStaff and then assist the CUSTOMER in configuring the TeleStaff system with CUSTOMER's data. The following steps comprise the TeleStaff implementation services:

- Hand-Off:** During this initial phase, the appropriate PDSI account representative transfers information on the CUSTOMER to the PDSI Implementation Manager (IM). The IM is a project manager who is responsible for coordinating all activities necessary to implement TeleStaff for the CUSTOMER. During this phase, PDSI will send to CUSTOMER a Configuration Packet containing a list of data items for the CUSTOMER to begin collecting.
- Pre-Configuration:** During the Pre-Configuration phase, the IM and CUSTOMER hold a conference call to review the Configuration Packet and to establish CUSTOMER contacts required by PDSI during the implementation process.
- Training:** The TeleStaff training course is a train-the-trainer format intended for the CUSTOMER's administrators of the TeleStaff system (defined as knowledgeable of CUSTOMER's staffing rules, PC literate and empowered to make staffing decisions). TeleStaff training is a hands-on and workbook guided course at a PDSI training facility that uses demonstration data in order to cover all necessary TeleStaff features. It also includes instruction on how to enter CUSTOMER data into TeleStaff. Prior to the CUSTOMER's 'live' data, the trained CUSTOMER administrators will perform end-user training (including training on the use of the telephone) to CUSTOMER staff members. The TeleStaff training course will take up to two 8-hour days to complete, and is limited to two (2) staff members.
- Data:** During the Data phase, CUSTOMER gathers data as specified in the Configuration Packet and enters this data (with PDSI's telephone assistance) into TeleStaff. After a PDSI Data Analyst reviews the data, PDSI and CUSTOMER complete a Data Quality review and sign-off.
- Configuration:** During the Configuration phase, a PDSI Configuration Analyst and the CUSTOMER administrator(s) configure TeleStaff for CUSTOMER using CUSTOMER's business rules. The configuration process occurs at PDSI and is allocated 24 hours of time. At its option, CUSTOMER may extend the configuration process for an additional fee. Also during this phase, PDSI provides CUSTOMER with all necessary installation documentation and ships the TeleStaff hardware to CUSTOMER. The phase ends with a configuration walk-through and sign-off by CUSTOMER.

For information on additional advanced training courses offered by PDSI, please contact your TeleStaff Implementation Manager or your Account Executive.

### **Appendix C – TeleStaff Service and Support**

All Software Errors reported by CUSTOMER shall be resolved as set forth below. Initial response by PDSI will be based upon CUSTOMER's full description of the problem. Resolution response will be based upon the priority assigned by PDSI as defined below. If CUSTOMER determines that a Software Error exists, CUSTOMER shall notify PDSI by telephone. Telephone notification will be made to PDSI's support line at (800) 850-7374.

"Normal Business Hours" are 8:00 AM through 5:00 PM (Pacific Standard Time), Monday through Friday, excluding holidays.

The main support line will be answered either by an attendant or automated attendant at all hours. During Normal Business Hours, each trouble report will be assigned a Help Desk Log Number. The Log Number shall be used for all subsequent inquiries relating to the original problem. During Normal Business Hours, the attendant will ring the TeleStaff Support Department and the call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this appendix, will be made available through a pager system. The phone number is 800-850-7374. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with LIVE status. All other problems will be handled on a callback basis. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

CUSTOMER's subscribing to optional dial-in support shall provide PDSI with a dedicated and separate standard telephone data modem line where the Server resides. CUSTOMER shall additionally provide a voice telephone line located in each such area to allow simultaneous voice and data access.

Priorities are assigned as follows:

#### **Priority One**

<b>Hours of Availability:</b>	24 hours/day, 7 days/week
<b>Description:</b>	A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing functions (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a production environment (LIVE accounts ONLY).
<b>Initial Response:</b>	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond with a call back within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours.
<b>Resolution Response:</b>	PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.
<b>Notification:</b>	It is the responsibility of CUSTOMER to alert PDSI of a possible Priority-One issue. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.

## **Appendix C -- TeleStaff Service and Support (Continued)**

### **Priority Two**

<b>Hours of Availability:</b>	<b>Normal Business Hours: Monday through Friday, 8:00 AM to 5:00 PM, Pacific Standard Time.</b>
<b>Description:</b>	<b>A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.</b>
<b>Initial Response:</b>	<b>During Normal Business Hours, PDSI will respond with a call back within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within twenty-four hours.</b>
<b>Resolution Response:</b>	<b>PDSI will provide a workaround for CUSTOMER when possible within an average of twenty-four (24) hours. PDSI will provide a problem resolution in the form of an Upgrade or modification to the Software in an upcoming Update.</b>
<b>Notification:</b>	<b>PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.</b>

### **Priority Three**

<b>Hours of Availability:</b>	<b>Normal Business Hours: Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time.</b>
<b>Description:</b>	<b>All other software or documentation errors not described above. These include but are not limited to:</b> <ul style="list-style-type: none"><li>• Reporting errors or calculation problems</li><li>• Documentation inaccuracies</li><li>• Cosmetic issues</li><li>• Misspellings</li><li>• Product Enhancement requests</li><li>• Questions or inquiries relating to TeleStaff Software functionality, system administration or installation</li></ul>
<b>Initial Response:</b>	<b>PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within an average of twenty-four (24) hours during Normal Business Hours.</b>
<b>Resolution Response:</b>	<b>PDSI will correct documentation errors in upcoming releases of the documentation.</b>
<b>Notification:</b>	<b>If requested, PDSI will notify the local CUSTOMER when a workaround has been provided or the problem has been resolved.</b>

## **TeleStaff Enhancements**

The TeleStaff version number consists of three numbers that define the type of product release. The format of the TeleStaff version number is:

**Version X.YZ where**

- Changes in X represent a significant change in product functionality (Major Release)
- Changes in Y represent an enhancement to the product that increases functionality within the existing Major Release and is typical of an evolving product (Enhancement Release)
- Changes in Z represents a minor change to the program to accommodate a software error or cosmetic change (Update Release)

Under the TeleStaff Service and Support plan, CUSTOMERS will receive Update Releases and Enhancement Releases as they become available at no additional charge. Major Releases will be available for an additional fee.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Committee

DATE:

FROM: MIS

SUBJECT:

Approval to purchase from Handpunch Guys LLC. five pre-owned HandPunch biometric time clocks in the total amount of \$6,970.00. As required in the Purchasing Policy, the Board must authorize the purchase of previously owned goods, materials, supplies or equipment. Funding Sources: 001-0107-564100 & 552700 (General Fund - MIS - M&E-Capitalized & Computer Software) (T. Nagle)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

Chapter 5 – Purchasing Rules ( C ) (11) – Exceptions to the competitive procurement requirements:

(a) Used goods, materials, supplies or equipment. The Board may, without resort to the requirements of this Chapter 5, authorize the purchase of previously owned goods, materials, supplies or equipment whenever the same shall be offered for sale below the normal cost for the same or similar new or unused items and whenever said purchase shall be deemed by separate action of the Board to be in the best interest of the County.

*Comparison of the cost new and other similar used equipment attached.- Two quotes for new clocks were received:  
Handpunch = \$10,470 & StrictlyTech = \$8,245*

This purchase is part of the overall time card system to be installed at various County Departments

Is Funding Required (Yes/No):  
**Yes**

If Yes, Was the item budgeted (Yes\No\N/A):  
**Yes**

Funding Sources: General Fund - MIS - M&E-Capitalized & Computer Software  
Account # 001-0107-564100 Amount \$5,975.00  
Account # 001-0107-552700 Amount \$995.00

Sole Source (Yes\No):  
**No**

Advanced Payment (Yes\No):  
**No**

Planning Requirements:  
Public Hearing Required (Yes\No):  
**No**

Hearing Type:

Initiated By:

n/a

ATTACHMENTS:

Description

▯ [time clock purchase](#)



REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/12/2017 - 2:47 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:32 PM	



Vendor # 905880  
Biometric Time Clock Systems  
672 Dogwood Ave., Suite 223  
Franklin Square, NY 11010  
Phone 516-385-5661  
[biometrictimeclocksystems.com](http://biometrictimeclocksystems.com)

DBA/LLC

**NEW = HandPunch Biometric Time Clock System**

- Five HandPunch Biometric Time Clocks with Ethernet (\$1,895 each)
- One Year Time Clock Maintenance (Covers all parts and labor except for damage caused by vandalism, misuse, or "Acts of God")
- Time & Attendance Software for clock management (250 employees) \$995
- 90 Days Unlimited Software Support (Phone & GoToMeeting)
- Implementation, Configuration and Training

Total Cost \$10,470

**~~Preowned HandPunch Biometric Time Clock System~~**

- Five Preowned HandPunch Biometric Time Clocks with Ethernet (\$1,195 each)
- One Year Time Clock Maintenance (Covers all parts and labor except for damage caused by vandalism, misuse, or "Acts of God")
- Time & Attendance Software for clock management (250 employees) \$995
- 90 Days Unlimited Software Support (Phone & GoToMeeting)
- Implementation, Configuration and Training

Total Cost \$6,970

1195 ea  
x 5  
5975.00  
995  
6970.00

Terms: Prepaid  
Shipping fee will be included on final invoice.  
This quote is good for 30 days.



**Strictly Technology**  
5381 NW 33rd Avenue  
Suite 101  
Fort Lauderdale, Florida 33309  
United States  
(P) (954) 606-5440  
(F) (954) 606-5441

## Quotation (Open)

### Date

Nov 09, 2016 02:29 PM  
EST

### Doc #

22524 - rev 1 of 1

### Description

Schlage Biometric HandPunch HP3000

### SalesRep

McLeod, Ethan  
(P) 9546065440  
(F) 9546065441

### Customer Contact

Chris, Lewis  
(P) 904-278-3709  
Christopher.Lewis@claycountygov.com

### Customer

Clay County FL (13-706)  
Chris, Lewis  
PO Box 1366  
Green Cove Springs, FL 32043  
United States  
(P) 904-278-3765

### Bill To

Clay County FL  
Melinda, Sturdivant  
PO Box 1366  
Green Cove Springs, FL 32043  
United States  
(P) 904-278-3765

### Ship To

ICT Information & Comm  
Technology  
Melinda, Sturdivant  
2519 State Rd 16 W  
Green Cove Springs, FL 32043  
United States  
(P) 904-278-3765

### Customer PO:

### Special Instructions:

### Terms:

Undefined

### Ship Via:

FedEx Ground

### Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Schlage Biometric HandPunch HP3000 (RS232 Serial Connection) Hand Geometry Reader	HP-3000-F3	Yes	1	\$1,649.00	\$1,649.00

*similar item  
software incl.  
see email*

Quoted price may reflect manufacture incentives, special discounts, rebates and quantities. Changes to this quote may affect pricing. Contact your sales representative for more information.

Prices exclude applicable taxes, insurance, shipping and special handling charges unless stated. All prices are subject to change without notice. Supply subject to availability.

Subtotal: \$1,649.00  
Tax (0.000%): \$0.00  
Shipping: \$0.00  
Total: \$1,649.00

*New = 8245.00*

16/17

**REQUISITION FORM**  
**CLAY COUNTY BOARD OF COUNTY COMMISSIONERS**  
**P.O. BOX 1366**  
**GREEN COVE SPRINGS, FLORIDA 32043**

REQUEST DATE: 10-26-16

REQUISITION # 1700072283

VENDOR	DEPARTMENT	SHIP TO (IF DIFFERENT FROM DEPARTMENT)
Number <u>905880</u> Name <u>Handpunch Guys LLC</u> Address _____ _____ _____	Dept./Division# <u>0107</u> Requisition By <u>M. Stuckert</u> Approved By <u>[Signature]</u> Approval Date <u>10/26/16</u> Required By Date _____	Contact/Code _____ Phone/Ext # _____ Address _____ _____ _____

☐ BLANKET PURCHASE ORDER

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	FUND ACCOUNT NUMBER
1	Five <del>pre-owned</del> handpunch	5	1195.00	5,975.00	001 - 0107 - 564100
	Biometric time clocks w/ ethernet - various locations				- -
	Software Time & Attendance		995	995	001 - 0107 - 552700
	<del>Quote attached</del>				- -
	2 no quotes attached				- -
	Handpunch Guys	5975.00	time clocks		- -
	Software	995.00			- -
		6970.00			- -
	No Quote <del>stuckert</del>	8245.00			- -
	Modern Enterprise				- -
	TIG				- -
	Troy Nagle				- -
Bid/Contract No. _____ (Documentation Attached)				Shipping & Handling	- -
Sole Source Provider (Documentation Attached)				<b>TOTAL</b>	697400
Work Order No. _____					

\$100.00 - \$4,999.99 Department Head/County Manager Approval  
 \$5,000.00 - \$14,999.99 County Manager Approval (3 Verbal Quotes - Document Attached)  
 \$15,000.00 - \$24,999.99 County Manager Approval (3 Written Quotes - Document Attached)  
 \$25,000.00 > Board Approval

Date \_\_\_\_\_ Item # \_\_\_\_\_

GOODS AND SERVICES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE ORDERED BY ANY COUNTY EMPLOYEE FROM ANY VENDOR, AT ANY TIME, WITHOUT FIRST OBTAINING A PURCHASE ORDER. FAILURE ON THE PART OF ANY EMPLOYEE TO FOLLOW THESE PROCEDURES SHALL SUBJECT THAT EMPLOYEE TO THE GRADUATED DISCIPLINARY PROCESS AS DESCRIBED IN THE PERSONNEL POLICIES MANUAL, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT. THE COUNTY WILL NOT BE LIABLE FOR PAYMENT FOR GOODS OR SERVICES THAT ARE ORDERED IN VIOLATION OF THIS POLICY.

APPROVED BY: \_\_\_\_\_  
 Purchasing Officer

APPROVED BY: \_\_\_\_\_  
 County Manager



contract. The County Manager may delegate this authority as provided to the Purchasing Officer.

(d) Public Auctions. The Board may waive compliance with the requirements of this Chapter 5 to purchase previously owned or used goods, materials or supplies, whenever such are offered for sale at public auction below normal cost, and whenever said purchase shall be deemed by separate action of the Board to be in the best interests of the County. Such waiver shall be requested prior to any purchase of any goods, materials or supplies offered for sale at public auction as defined in this paragraph.

(e) Goods produced in correctional work programs. The requirements of this Chapter 5 shall not apply to the purchase of any goods produced in correctional work programs under the provisions of Section 946.515, Florida Statutes.

(f) Used goods, materials, supplies or equipment. The Board may, without resort to the requirements of this Chapter 5, authorize the purchase of previously owned goods, materials, supplies or equipment whenever the same shall be offered for sale below the normal cost for the same or similar new or unused items and whenever said purchase shall be deemed by separate action of the Board to be in the best interest of the County.

(g) Impracticality. Unless otherwise required by general law or ordinance, the Board may without resort to the requirements of this Chapter 5 authorize any purchase or enter into any contract for construction of any facility when the circumstances are such as to render notice and bidding impractical or unlikely to produce valid or cost effective bids, as judged by the Board and approved by separate action thereof based upon the best interest of the County.

(12) It is the philosophy of the Board of County Commissioners that all qualified vendors should be given an opportunity to submit proposals in accordance with this purchasing manual. The idea of merely renewing contracts from year to year circumvents this philosophy and does not assure the Board of the best price or the best service. It is therefore the policy of this Board that contracts shall not be automatically renewed unless a benefit is to be gained by the County. The following procedures shall be followed by staff in the renewal process:



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Finance & Audit Committee

DATE: 1/11/2017

FROM: Angela Goodermote

SUBJECT:

Approval of FY 2016-2017 Grant True-Up resolutions to restore grant revenue and expenditure budgets to actual instead of estimated grant carry forwards. This is necessary due to over or underestimating year to date figures in the FY 2015-2016 grants:

(A) FY 15 SHSGP - Issue 13 Grant reduced in the amount of \$18,578.00. Funding Source: 001-2102K-546100 (Gen Fund - FY 15 SHSGP-Issue 13 - Repairs & Maint)

(B) FY15 VFA Grant reduced in the amount of \$10,107.93. Funding Sources: 142-1703E-546200, 552000 & 564100 (Fire Ctrl MSTU - FY15 VFA Grant - R&M-Vehicles, Operating Supplies & M&E-Capitalized)

(C) 2015 SHSGP HazMat Grant increased in the amount of \$8,296.94. Funding Source: 142-142-331200 (Fire Ctrl MSTU Fund - Federal Grants-Public Safety)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

Grants are budgeted using estimated figures during the budget process. These resolutions will amend the revenue and expenditure budgets to actual carry forward balances.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted (Yes/No/N/A):

**No**

Funding Sources: Various accounts of the General and Fire Control MSTU Funds

(A) *General Fund - FY 15 SHSGP - Issue 13 Grant*

Account # 001-2102K-546100	Repairs & Maintenance	Amount (\$18,578.00)
----------------------------	-----------------------	----------------------

(B) *Fire Control MSTU Fund - FY15 VFA Grant*

Account # 142-1703E-546200	R&M - Vehicles	Amount (\$2,602.00)
----------------------------	----------------	---------------------

Account # 142-1703E-552000	Operating Supplies	Amount (\$0.93)
----------------------------	--------------------	-----------------

Account # 142-1703E-564100	M & E - Capitalized	Amount (\$7,505.00)
----------------------------	---------------------	---------------------

(C) *Fire Control MSTU Fund - 2015 SHSGP HazMat Grant*

Account # 142-142-331200	Federal Grants - Public Safety	Amount \$ 8,296.94
--------------------------	--------------------------------	-----------------------

Sole Source (Yes/No):

**No**

Advanced Payment (Yes/No):

**No**

ATTACHMENTS:

Description

▮ [Resolution - 2015 SHSGP-Issue 21 Grant True-Up](#)

- ▯ [Resolution - 2015 VFA Grant True-Up](#)
- ▯ [Resolution - 2015 SHSGP HazMat Grant True-Up](#)

REVIEWERS:

Department Reviewer		Action	Date	Comments
Budget Office	Russ, Stephanie	Approved	1/12/2017 - 3:57 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:32 PM	

**CLAY COUNTY**  
**RESOLUTION # \_\_\_\_\_**

**WHEREAS**, the following revenue from the State of Florida, Division of Emergency Management, 2015 State Homeland Security Grant Program (SHSGP) - Issue 21 carry forward was over budgeted in the fiscal year 2016/2017 budget, and

**WHEREAS**, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

**WHEREAS**, these funds are to be used by the Emergency Management Division to purchase a security camera for the County Emergency Operation Center (EOC),

**THEREFORE**, pursuant to Section 129.06(2)(d) of the Florida Statutes, let it be resolved that the following budget be adopted.

REVENUE

Federal Grants - Public Safety	001-001-331200	(\$18,578.00)
--------------------------------	----------------	---------------

EXPENDITURES

Repairs & Maintenance	001-2102K-546100	(\$18,578.00)
-----------------------	------------------	---------------

Board of County Commissioners  
Clay County, Florida

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Wayne Bolla, Chairman

ATTEST:

\_\_\_\_\_  
S. C. Kopelousos, County Manager  
and Clerk to the Board of County Commissioners



**CLAY COUNTY**  
**RESOLUTION # \_\_\_\_\_**

**WHEREAS**, the following revenue from the Florida Department of Agriculture and Consumer Services (FDACS), Forest Protection Bureau, 2015 Volunteer Fire Assistance (VFA) Grant carry forward was over budgeted in the fiscal year 2016/2017 budget, and

**WHEREAS**, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

**WHEREAS**, these funds are to be used by the Public Safety Department to place a 4-wheel drive truck in service for wildland firefighting,

**THEREFORE**, pursuant to Section 129.06(2)(d) of the Florida Statutes, let it be resolved that the following budget be adopted.

REVENUE

Federal Grants - Public Safety	142-142-331200	(\$10,107.93)
--------------------------------	----------------	---------------

EXPENDITURES

Repairs & Maintenance - Vehicles	142-1703E-546200	(\$2,602.00)
Operating Supplies	142-1703E-552000	(\$0.93)
M & E - Capitalized	142-1703E-564100	(\$7,505.00)

Board of County Commissioners  
Clay County, Florida

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Wayne Bolla, Chairman

ATTEST:

\_\_\_\_\_  
S. C. Kopelousos, County Manager  
and Clerk to the Board of County Commissioners

**CLAY COUNTY**  
**RESOLUTION # \_\_\_\_\_**

**WHEREAS**, the following revenue from the State of Florida, Division of Emergency Management, 2015 State Homeland Security Grant Program (SHSGP) - HazMat carry forward was under budgeted in the fiscal year 2016/2017 budget, and

**WHEREAS**, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

**WHEREAS**, these funds are to be used by the Public Safety Department for sustainment of the Regional Hazardous Materials Response Team for training and equipment,

**THEREFORE**, pursuant to Section 129.06(2)(d) of the Florida Statutes, let it be resolved that the following budget be adopted.

**REVENUE**

Federal Grants - Public Safety	142-142-331200	\$8,296.94
--------------------------------	----------------	------------

**EXPENDITURES**

Overtime	142-1703D-514000	\$10,493.94
Repairs & Maintenance	142-1703D-546100	(\$197.00)
Operating Supplies	142-1703D-552000	(\$2000.00)

Board of County Commissioners  
Clay County, Florida

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Wayne Bolla, Chairman

ATTEST:

\_\_\_\_\_  
S. C. Kopelousos, County Manager  
and Clerk to the Board of County Commissioners



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Committee

DATE:

FROM: Tourism

SUBJECT: Approval of grant application with VISIT FLORIDA in the amount of \$5,000.00. These grant funds will assist with developing new marketing materials and marketing activities. This grant requires a 50% match which is currently available in the Tourism budget. Funding Sources for Grant Match: 109-1910-531000 & 548000 (Tourism Dev Fund - Tourism - Professional Svcs & Promotional Activities) (K. Morgan)

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

The purpose of applying for this grant is to seek additional funding to assist with marketing and advertising Clay County.

The \$5,000 match will come from the tourism budget professional services and promotional activities.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted (Yes/No/N/A):

**Yes**

The \$5,000 match will come from the tourism budget professional services and promotional activities. (109-1910-531000 & 109-1910-548000)

Sole Source (Yes/No):

**No**

Advanced Payment (Yes/No):

**No**

Planning Requirements:

Public Hearing Required (Yes/No):

**No**

Hearing Type:

Initiated By:

n/a

**ATTACHMENTS:**

Description

▯ [VISITFLORIDA grant applic](#)

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/12/2017 - 1:25 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:31 PM	

## GRANT APPLICATION/GRANT AGREEMENT REVIEW FORM

Meeting Date:

Approved: Y N

Staff Member Preparing Form: <u>Kimberly Morgan</u>		Date: <u>1/11/17</u>
Department Submitting Application: <u>Tourism</u>		
Grantor Name: <u>VISIT FLORIDA</u>		
Grant Title: <u>Cultural, Heritage, Rural and Nature Marketing Grant</u>		
Funds: Federal/State/Other <u>State</u>		Grant Application Deadline: <u>2/10/17</u>
SUMMARY (To be completed by Department)		
1. New Grant	<input checked="" type="radio"/> Y	<input type="radio"/> N
2. Modification/Extension	<input type="radio"/> Y	<input checked="" type="radio"/> N
Amount \$ <u>5,000</u>		
Reimbursement <input checked="" type="checkbox"/> Advance <input type="checkbox"/>		
If Yes: Grant # _____ County Contract # _____ Amount \$ _____		
Matching Requirements: <input checked="" type="radio"/> Y <input type="radio"/> N		
If Yes: Amount: <u>\$5,000</u> * <u>109-1910-531000</u> + <u>109-1910-531000</u>		
In-Kind Services: _____		
Recommended Source for Matching/Funding Source: <u>Professional Services <del>(109-1910-531000)</del> and Promotional Activities</u> <u>109-1910-531000</u> + <u>109-1910-548000</u>		
Purpose of Grant: <u>Developing new marketing materials including but not limited to images, brochures and hosting a familiarization tour for travel writers</u>		
Long-term Commitments/Obligations/Operational Cost:		
Comments: _____		
<div style="display: flex; justify-content: space-between;"> <div>1-PURCHASING: Initial <u>[Signature]</u> Date <u>1/12/17</u> With Changes/No Changes</div> <div>2-LEGAL: Initial <u>[Signature]</u> Date <u>1/12/17</u> With Changes/No Changes</div> <div>3-FINANCE: Initial <u>[Signature]</u> Date <u>1/12/17</u> With Changes/No Changes</div> <div>4-BUDGET: Initial <u>[Signature]</u> Date <u>1/12/17</u> With Changes/No Changes</div> </div>		

Created: 02-25-16 (am)

\* Application  
Needs to be  
finalized before sent out





**Application Summary of : Clay County Board of County Commissioners | Morgan, Kimberly**

**Program Name : Destination Marketing Toolkit**

**Organization Information**

Organization Information	Clay County Board of County Commissioners
All applicants must meet eligibility requirements for the grant program. The eligibility questions are used to narrow the grant that an applicant is possibly eligible to receive.	
*Are you a Non-for-Profit Company?	No
*Are you a public entity, school district, community college, or university?	Yes
*Are you a current VISIT FLORIDA Premier Partner?	
*Are you representing a rural community?	No

**Contact Information**

Contact Information	Kimberly Morgan - Dir. of Tourism

* Applicant Business Name:	Clay County Board of Commissioners
* Applicant Business Mailing Address:	P.O. Box 1366
* City:	Green Cove Springs
* State:	Florida
* Zipcode:	32043
* Applicant Business Telephone Number:	904-278-3734
<b><i>This is the person whom all correspondence will be directed to with regards to this grant throughout the grant period.</i></b>	
<b>Applicant Contact Information:</b>	
* Applicant Contact Name:	Wayne Bolla
* Applicant Contact Person Email:	kimberly.morgan@claycountygov.com
* Applicant Contact Person Telephone:	904-278-3734

### Support Documentation

<p>Please remember that line 1 of your W-9 form, should match what you list as your legal name on your Minority letter. If you would like checks to be made out to a DBA, please include that on line 2 of your W-9.</p>	
<b>Support Documentation</b>	
<p><b><u>Download and fill the IRS W-9 Form and upload it back once filled.</u></b></p>	
* Upload the completely filled IRS W-9 Form:	Will need to get
<p><b><u>Download and fill the Minority Vendor Letter and upload it back once filled.</u></b></p>	
* Upload the completely filled Minority Vendor Letter:	N/A

### Project or Program Event

<b>Project or Program Event</b>	
*Program Name:	Rebranded Destination Marketing Toolkit
*Start Date:	8/1/2017
*End Date:	4/30/2018
<b><i>Timeline for Project/Program/Event to take place. Dates must fall after 7/1/17, and before 6/15/18.</i></b>	
<b><u>The maximum value available for the grant program is CHRN-Marketing Max of \$ 5,000</u></b>	
*Grant Amount Requested:	5000
*Are you applying for any other grants through VISIT FLORIDA?	No
<b>Project/Program/Event Information and Details</b>	
*Briefly describe the mission/purpose of the project/program/event in which funding is requested for the purpose of promoting tourism in(to) Florida. Be sure you are detailed, clear and concise in describing your mission/purpose for the project/program/event. If using an upload please type "See Attached" in the response here. (max. 300 words):	The purpose of this project is to create new images and Clay County's first ever social media campaign directing potential visitors to a newly designed website that is currently planned. We will be receiving our new brand identity in June 2017 and will be creating a new business and marketing plan. Very few destination marketing activiites have happened in 18-24 months, so our destination is essentially creating all content and marketing materials.
Upload the Mission/Purpose option.	
*Is this a repeat project/program/event or extension to a previous project/program/event?	No



*Name the Florida counties/municipalities involved/impacted by the project /program/event. (max. 20 words)	Orange Park, Green Cove Springs, Keystone Heights, Fleming Island and all of Clay County.
*Describe your project/program/event's expected economic impact in the community. Provide details on what those expectations include. If using an upload please type "See Attached" in the response here.	
Upload your expected economic impact in the community option.	
*Detail your strategy for marketing the proposed project/program/event, by providing details of your target market, advertising methods, and marketing goals. If using an upload please type "See Attached" in the response here.	
Upload your strategy for marketing option.	
*Detail your marketing plan for implementing the marketing strategy for the proposed project/program/event, which should include a timeline and advertising details. If using an upload please type "See Attached" in the response here.	
Upload your marketing plan for implementing the marketing strategy option.	
*Will this project/program/event happen without VISIT FLORIDA grant funding?	Not to the caliber we would prefer

## Budget

<b>Budget Information</b>	
<b>Expenses Categories:</b>	
Contracted Services Description:	
Contracted Services Dollar Amount:	\$5,000
Speakers Description:	
Speakers Dollar Amount:	\$0

3rd Party Travel Description:	
3rd Party Travel Dollar Amount:	\$0
Newspaper Advertising Description:	
Newspaper Advertising Dollar Amount:	\$0
Billboard or Out of Home Advertising Description:	
Billboard or Out of Home Advertising Dollar Amount:	\$0
Magazine Advertising Description:	
Magazine Advertising Dollar Amount:	\$0
Radio Advertising Description:	
Radio Advertising Dollar Amount:	\$0
Digital Advertising (i.e. Google AdWords, Banner Ads) Description:	
Digital Advertising (i.e. Google AdWords, Banner Ads) Dollar Amount:	\$0
Social Media Advertising (i.e. Facebook, Twitter) Description:	
Social Media Advertising (i.e. Facebook, Twitter) Dollar Amount:	\$5,000
TV Advertising Description:	
TV Advertising Dollar Amount:	\$0
Email or E-Newsletter Advertising Description:	
Email or E-newsletter Advertising Dollar Amount:	\$0
Web Development Description:	
Web Development Dollar Amount:	\$0
Website Hosting Description:	
Website Hosting Dollar Amount:	\$0
Graphic Design/Production Description:	
Graphic Design/Production Dollar Amount:	\$0
Technical Web Design/Production Description:	
Technical Web Design/Production Dollar Amount:	\$0
Technical App Design/Production Description:	
Technical App Design/Production Dollar Amount:	\$0
Printing Description:	
Printing Dollar Amount:	\$0
Shipping/Postage Description:	

Shipping/Postage Dollar Amount:	\$0
Other 1 Description:	
Other 1 Dollar Amount:	\$0
Other 2 Description:	
Other 2 Amount:	\$0
Other 3 Description:	
Other 3 Amount:	\$0
<i>Expected goods or services donated (In-kind) to applicant:</i>	
In-Kind Services Donation 1 Description:	
In-Kind Services Donation 1 Dollar Amount:	\$0
In-Kind Services Donation Description 2:	
In-Kind Services Donation 2 Dollar Amount:	\$0
In-Kind Services Donation Description 3:	
In-Kind Services Donation 3 Dollar Amount:	\$0
<b>*Total Expenses:</b>	
<p><b><i>In-kind services or goods must be provided to the applicant by a 3rd party vendor(s). Current Federal Accounting Standards Board require that in-kind services be recognized and recorded. VISIT FLORIDA requires documentation with description of services/goods provided, estimated value, and dates of services/goods provided.</i></b></p> <p><b><i>All project/program/event marketing expenses must be incurred, billed, and paid within the grant timeline of <u>July 1, 2017 through June 15, 2018</u>, in order to be eligible for reimbursement.</i></b></p>	
For all Matching Grants:	

Dollar for dollar match &/or in-kind services or goods must be demonstrated.	
Staff salaries are not eligible.	
*Explain how you plan to match the requested grant award amount. (max. 300 words)	Our match to the grant will come out of the Tourism Budget in the line items of Professional Services and Promotional Activities budgets.
<b>CHRN-Marketing Rural Counties Grant Example:</b> Applicant requests \$5,000 in grant funds. Applicant must expend \$7,500 in documented or in-kind donated services, in order to receive a reimbursement of \$5,000	
<b>CHRN-Marketing Grant Example:</b> Applicant requests \$5,000 in grant funds. Applicant must expend \$10,000 in documented or in-kind donated services, in order to receive a reimbursement of \$5,000	

**Confirmation and Signature**

<b>Authorized Signature</b>	
<p><b><i>Grant applications and any materials included in the applications are subject to Chapter 119, F.S., Florida's public records law. These laws grant the right to any person to inspect any non-exempt public record. Applicants are responsible for familiarizing themselves with the application of Florida's public records law and properly declaring, substantiating and defending any confidentiality claim or exemption concerning any submitted information as required by Florida Law.</i></b></p>	

<p><b><i>If the application contains information that the applicant believes constitutes trade secrets, intellectual property, proprietary information, or information protected by a specific statutory exemption, the information should be clearly identified with particularity and marked confidential.</i></b></p> <p><b><i>If a public records request is made involving documents with declarations of confidentiality, VISIT FLORIDA will notify the applicant so that the applicant may substantiate and defend the claim. VISIT FLORIDA will not provide legal representation to assist a confidentiality claim.</i></b></p>	
<p><b>* I certify that the information contained in this application, including all attachments and support materials, is true and correct to the best of my knowledge and that I will abide by all legal, financial and reporting requirements as outlined in the Grant Program Guidelines.</b></p>	
<p><b>* Signature of Applicant:</b></p>	
<p><b>* Title:</b></p>	



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Committee

DATE:

FROM: Purchasing

SUBJECT:

Approval of the following for the State of Florida, Department of Environmental Protection Grant in the amount of \$430,000.00 for construction of the additional elements of Moody Avenue Park:

(A) Grant funding agreement, and,

(B) Budget resolution recording unanticipated grant revenue.

Funding Source: 001-001-334717 (General Fund Revenue - State Grant-Moody Park) (K. Thomas)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

Through the General Appropriations Act the County is receiving \$430,000.00 from the DEP for construction of the additional elements at Moody Ave. Park. This will include the ADA baseball field, field lighting, large covered picnic shelter, and additional playground equipment. This is an reimbursement grant.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted (Yes/No/N/A):

**No**

Funding Source: General Fund Revenue - State Grant-Moody Park

Account # 001-001-334717 Amount \$430,000.00

Sole Source (Yes/No):

**No**

Advanced Payment (Yes/No):

**No**

Planning Requirements:

Public Hearing Required (Yes/No):

**No**

Hearing Type:

Initiated By:

n/a

ATTACHMENTS:

Description

▯ [DEP grant](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	1/12/2017 - 12:42 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:31 PM	



Please Rush

# AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE: 1/10/17  
Staff Member Preparing Form: Karen Thomas  
Department Submitting Contract: Parks & Rec.  
Vendor Name: Department of Environmental Protection  
Contract Title: Department of Environmental Protection Grant Agreement – Moody Ave. Park

## SUMMARY (TO BE COMPLETED BY DEPARTMENT)

1. New Contract	<input checked="" type="radio"/> Y	<input type="radio"/> N	9. Contract Amount (*Detail negotiation efforts below) Revenue \$430,000.00
2. Renewal/Amend./Supplement	<input type="radio"/> Y	<input checked="" type="radio"/> N	10. Last Year's Price (*If increase explain below)
3. Sole Source **(explain below)	<input type="radio"/> Y**	<input checked="" type="radio"/> N	11. Date of Original Contract
4. Quotes/bid policy met N/A	<input type="radio"/> Y	<input type="radio"/> N	12. Number of Renewals
5. Need to waive bid policy	<input type="radio"/> Y	<input checked="" type="radio"/> N	13. Length of Term All work must be completed by Oct. 31, 2017
6. Automatic renewal	<input type="radio"/> n/a	<input checked="" type="radio"/> N	Agmt. term = Dec. 31, 2017 for reimbursement
7. Standard Addendum Executed	<input type="radio"/> Y	<input checked="" type="radio"/> N	Requested Action: Approval of Grant Agreement
8. Advance Payment Required	<input type="radio"/> Y	<input checked="" type="radio"/> N	

### Funding Source

Account Number:

Revenue 334717

Account Name:

001-001-334717

Background/Purpose: Grant Agreement with DEP for construction of Moody Park.

Approvals 001-32010-563000-Geral Fund-state grant-moody park infrastructure

Purchasing: <input checked="" type="checkbox"/>	No Changes	With Changes
Review Date: 1/10/17	<input checked="" type="checkbox"/>	

Recommended Changes: Note typical grant requirements for Accounting, Audits, & Reports.

Budget: <input checked="" type="checkbox"/>	No Changes	With Changes
Review Date: 1/10/17	<input checked="" type="checkbox"/>	

Finance: <input checked="" type="checkbox"/>	No Changes	With Changes
Review Date: 1/11/17	<input checked="" type="checkbox"/>	

\*Price Negotiation Efforts:

County Attorney: <input checked="" type="checkbox"/>	No Changes	With Changes
Review Date: 1/11/17	<input checked="" type="checkbox"/>	

\*\* Sole Source Explanation:

\* Note requirements that must be included in any subcontract for completion of work (such as audit, unauthorized employment, insurance, etc.)

RECEIVED  
2017 JAN 11 A 10:05  
CLATSOP COUNTY  
DEPARTMENT OF FINANCE



DEP AGREEMENT NO. L1603

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1699A OF THE FY2016-2017 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.) between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and CLAY COUNTY, FLORIDA, whose address is Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida 32043 (hereinafter referred to as "Grantee"), a governmental entity, to provide financial assistance for Clay County – Moody Avenue Park (hereinafter referred to as "Project"), Project Number L1603. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, more fully described in **Attachment A, Project Work Plan**, including all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at <http://www.dep.state.fl.us/Parks/OIRS/default.htm> or by contacting the Department's Grant Manager.

2. **PERIOD OF AGREEMENT:**

This Agreement shall be effective upon execution by both Parties, and shall remain in effect until December 31, 2017, inclusive. However, all work under this Agreement must be completed no later than October 31, 2017, which shall also be the Project completion date. The Grantee shall be eligible for reimbursement for work performed on the Project on or after July 1, 2016, through the Project completion date of this Agreement. This Agreement may be amended to provide for additional work if additional funding is made available by the Legislature.

3. **FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of \$430,000.00. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. The Parties hereto understand and agree that this Agreement does not require a match on part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.

- ii. A formal Amendment to this Agreement may be used anytime a Change Order may be used as set forth in Paragraph 3.B.i. above. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be completed on or before the completion date of the Agreement, and/or pursuant to the terms of this Agreement. The subsequent sixty-day (60) period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form, **Attachment B**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
  - i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed on the Grantee's approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
  - ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
    - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
    - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
  - iii. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that



multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - c. All subcontracts are subject to the provisions of Paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
  - iv. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is governed by Paragraph 21 of this Agreement
  - v. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
  - vi. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- E. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to award program grants are contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Project Status Report**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the Parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. The Grantee will identify the expected return on investment for this Project and provide this information, to the Governor's Office of Policy and Budget (OPB) within three (3) months of execution of this Agreement. For each full calendar quarter, as defined in Paragraph 5.A., above, thereafter until Project completion, the Grantee will provide quarterly update reports directly to OPB, no later than twenty (20) calendar days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's Project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@dep.state.fl.us](mailto:legislativeaffairs@dep.state.fl.us).



6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the Project is open and available for use by the public. The Project must be designated complete prior to release of final reimbursement. In order to certify completion, the Grantee shall submit to the Department Attachment F, Project Completion Checklist, and Attachment G, Project Completion Certification.

8. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

11. **RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- C. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

12. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR § 200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to Paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

14. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;



- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.

**15. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**16. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**17. NOTICE:**

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under Paragraph 18.

**18. CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Angela Bright or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2501
Fax No.:	N/A
E-mail Address:	Angie.Bright@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Karen Thomas, or Successor	
Purchasing Director	

Clay County, Florida	
P.O. Box 1366	
477 Houston Street	
Green Cove Springs, Florida 32043	
Telephone No.:	(904) 278-3735
Fax No.:	N/A
E-mail Address:	Karen.thomas@claycountygov.com

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to Paragraph 3.B should include the updated Grant Manager information.

19. **INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subgrant or subcontract issued for the performance of the work specified under this Agreement, unless such subgrant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000      Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000      Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

**20. CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**21. EQUIPMENT:**

Reimbursement for direct or indirect equipment purchases is not authorized under the terms and conditions of this Agreement.

**22. UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**23. DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**24. LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

**25. PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**26. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and, Article I, Section 24(a), Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under Section 119.10, F.S.
  - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format



that is accessible by and compatible with the information technology systems of Department.

- D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

27. **SCRUTINIZED COMPANIES:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. **EXECUTION IN COUNTERPARTS.**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. **SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. **ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced

to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CLAY COUNTY, FLORIDA

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Signature of Person Authorized to Sign

By: \_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

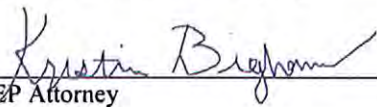
Address: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Grantee Attorney

  
\_\_\_\_\_  
DEP Attorney

FEID No.: 59-6000553

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Project Status Report Form (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Project Completion Checklist (2 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Project Completion Certification (2 Pages)</u>



**ATTACHMENT A**  
**PROJECT WORK PLAN**

Project Name: **CLAY COUNTY-MOODY AVENUE PARK**  
 Grantee Name: **CLAY COUNTY**  
 Project # **L1603**

**SUMMARY:** Clay County (Grantee) received a total of \$430,000.00 in funding from the Florida Legislature through Specific Appropriation Line Item 1699A, Fiscal Year (FY) 2016-2017, General Appropriations Act for the expansion and further development of Moody Avenue Park in Orange Park, Clay County, Florida. Authority for this Project is specified in Section 260.016, Florida Statutes (F.S.). Monitoring and auditing guidelines, as related to the Florida Single Audit Act are specified in the Florida Catalog of State Financial Assistance (CSFA). The specific CSFA number for this Project is 37.085.

Moody Avenue Park is a 15-acre facility that currently provides a handicapped accessible modular playground unit with poured-in-place surfacing for use by children both with and without physical disabilities. The park also provides an area referred to as multi-purpose playing fields able to accommodate various recreational activities and is located at 3510 Moody Avenue within the City of Orange Park, Clay County, Florida.

All work must be completed in accordance with, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

**Budget:** Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for funds. All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$ 430,000.00</b>
<b>Required Grantee Match Amount:</b>	<b>\$ 0</b>
<b>Total Estimated Project Cost:</b>	<b>\$ 430,000.00</b>
<b>Match Ratio:</b>	<b>0%</b>

<b>Scope of Work/Tasks</b>	<b>Deliverables</b>	<b>Due Date</b>	<b>Financial Consequences</b>
<b>TASK 1</b>  1.A. Development of Primary Project Element(s), which includes: <ul style="list-style-type: none"> <li>Construction of baseball field to include a resilient athletic field surface for universal accessibility;</li> <li>Installation of ball field lighting;</li> <li>Installation of additional accessible playground equipment; and</li> </ul>	<b>DELIVERABLE 1</b>  The Grantee may request reimbursement upon Department receipt and approval of: 1.A. All applicable Project specific Completion Documentation, which includes Project Completion Certification, Final "As Built" Site Plan, and Color Project Photographs; and 1.B. Final Status Report	Due October 31, 2017, which shall also be the Project completion date	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

<ul style="list-style-type: none"> <li>Construction of covered picnic shelter area</li> </ul> <p><b>1.B.</b> Development of Support Project Element(s), which includes:</p> <ul style="list-style-type: none"> <li>Installation of new soccer goals for existing multi-purpose fields; and</li> <li>Improvements to current drainage system of fields</li> </ul> <p><b>1.C</b> Completion Documentation which includes:</p> <ul style="list-style-type: none"> <li>Project Completion Certification (DRP-112)</li> <li>Final "As-Built" site plan</li> <li>Color Project Photographs</li> </ul>	<p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below.</p>
---	--

**Project Task Performance Standard:** The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the Agreement and approved plans. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form along with all required documentation, as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. Documentation is available at [http://dep.state.fl.us/lands/Land\\_and\\_Recreation/Land\\_Recreation.htm](http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm) and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.



Florida Department of Environmental Protection

ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: \_\_\_\_\_

Grantee \_\_\_\_\_

Project Name and Number \_\_\_\_\_

Billing Period: \_\_\_\_\_

Billing #: \_\_\_\_\_

DEP Division: \_\_\_\_\_

DEP Program: \_\_\_\_\_

	Project Costs This Billing	Cumulative Project Costs
Contractual Services		
Grantee Labor		
Employee Benefits ( _____ % of Salaries)		
Direct Purchases: Materials & Supplies		
Grantee Stock		
Equipment		
Land Value		
Indirect Costs (15% of Grantee Labor)		
<b>TOTAL PROJECT COSTS</b>	<b>\$</b>	<b>\$</b>

**CERTIFICATION:** I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

\_\_\_\_\_  
Project Administrator

\_\_\_\_\_  
Date

**CERTIFICATION:** I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

\_\_\_\_\_  
Project Financial Officer

\_\_\_\_\_  
Date

---

**DEP USE ONLY**

STATE FUNDING PARTICIPATION: \_\_\_\_\_%

Total project costs to date	\$
State Obligation to date	\$
State retainage ( _____ %)	\$
State obligation remaining	\$
State funds previously disbursed	\$
State funds due this billing	\$

Reviewed and approved by:

\_\_\_\_\_  
DEP Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Director or Designee

\_\_\_\_\_  
Date





## Florida Department of Environmental Protection

### ATTACHMENT C CONTRACT PAYMENT REQUIREMENTS

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)



**Required Signatures:** **Adobe Signature**

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).  
**PROVIDE PHOTOS OF WORK IN PROGRESS**

**PRIMARY FACILITIES/ELEMENTS:**

[illegible]





## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:



- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT – I**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>						
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category	
				\$		
<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>						
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category	
<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1699A – Fixed Capital Outlay, Local Parks, General Revenue Fund and Land Acquisition Trust Fund	2016-2017	37.085	<i>Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay Local Parks</i>	\$430,000.00	140694
				Total Award	\$430,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.





## Florida Department of Environmental Protection

### ATTACHMENT F

## COMPLETION DOCUMENTATION CHECKLIST

Required Signatures: No Signature

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Notify DEP immediately after completion of project construction that the project is complete and send the following: All close-out documents must be submitted 30 days after project completion.

---

### Development Completion Documentation

- ☐ 1. Project Completion Certificate, dated and signed by the liaison agent.  
(2 Copies)
- ☐ 2. A final "as built" site plan signed, sealed, and dated by a certified engineer, surveyor, or architect (detailed specifications not required). Please color code current project elements and/or any phases.  
(2 Copies)
- ☐ 3. Florida Recreation and Parks Inventory Form describing the entire park. Please go to our website: <http://www.dep.state.fl.us/parks/OIRS/> and complete the Park Inventory Form listed under the heading FRDAP Administrative Forms. (Please complete the form online, submit and e-mail as well as print-out a hard copy to mail to our office). (1 Copy)
- ☐ 4. Photographs of the completed project elements including the acknowledgement sign or plaque crediting both the Florida Department of Environmental Protection and FRDAP. (Example on website)  
(2 colored copies)
- ☐ 5. Certification that the "Notice of Limitation of Use" statement has been filed as a permanent part of public property records in accordance with local requirements and available for public inspection. (A copy of the project boundary map with the legal description and the "Notice of Limitation of Use" statement must be filed with public property records). (If phased project with past FRDAP/LWCF grants, grantee needs to sign the Notice certifying that the information has already been recorded and include a copy of the recorded instrument). (2 Copies)
- ☐ 6. Final payment request. Submit all applicable forms with all information completed on each form. Please include all invoice numbers and dates, check numbers and dates, amounts and descriptions. Reminder, the office shall retain up to 10% of total grant amount (retainage) of its obligations to ensure compliance with agreement terms and conditions. Retained funds shall be released upon satisfactory completion of the project.



### Acquisition Completion Documentation – Step I

- ☐ 1. Project Completion Certificate, **dated and signed by the liaison agent.**  
**(2 Copies)**
- ☐ 2. Florida Recreation and Parks Inventory Form describing the entire park. Please go to our website: <http://www.dep.state.fl.us/parks/OIRS/> and complete the Park Inventory Form listed under the heading FRDAP Administrative Forms. **(Please complete the form online, submit and e-mail as well as print-out a hard copy to mail to our office).** **(1 Copy)**
- ☐ 3. Photographs of the acquisition site including the Department acknowledgement sign or plaque crediting both the Florida Department of Environmental Protection and FRDAP. **(Example on website)**  
**(2 colored copies)**
- ☐ 4. Certification that the “Notice of Limitation of Use” statement has been filed as a permanent part of public property records in accordance with local requirements and available for public inspection. (A copy of the project boundary map with the legal description and the “Notice of Limitation of Use” statement must be filed with public property records) **(2 Copies)**
- ☐ 5. Three year project construction time line for development of recreational elements. **(2 Copies)**
- ☐ 6. Final payment request. Submit all applicable forms with all information completed on each form. Please include all invoice numbers and dates, check numbers and dates, amounts and descriptions.
- ☐ 7. Evidence of Title: Submit a copy of the deed.
- ☐ 8. Copy of Buyer-Seller Financial Closing Statement.

### Development of Acquisition Project Documentation – Step II

- ☐ 1. Project Completion Certificate, **dated and signed by the liaison agent.** **(Form Attached – DRP-112)**  
**(2 Copies)**
- ☐ 2. Photographs of the development including the acknowledgement sign or plaque crediting both the Florida Department of Environmental Protection and FRDAP. **(2 copies)**
- ☐ 3. A final “as built” site plan **signed, sealed, and dated by a certified engineer, surveyor, or architect** (detailed specifications not required). **Please color code current project elements and/or any phases.**  
**(2 copies)**

Forms may be found at our website: [www.dep.state.fl.us/parks/oirs](http://www.dep.state.fl.us/parks/oirs)



Florida Department of Environmental Protection

ATTACHMENT G  
PROJECT COMPLETION CERTIFICATION

Required Signatures: **Adobe Signature**

Project Sponsor: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

A list identifying the quantity and type of primary outdoor recreation areas and facilities and support facilities and the actual costs for each item built. **(50% of the total costs must be in primary facilities)**

Primary Facilities/Areas	Actual Cost

Support Facilities/Areas	Actual Cost

**TOTAL PROJECT COST**

\$ \_\_\_\_\_

I hereby certify that the above mentioned project construction or acquisition has been completed in accordance with the Project Agreement executed between \_\_\_\_\_ and the Florida Department of Environmental Protection dated \_\_\_\_\_; that all funds allocated for the project were expended pursuant to the Project Agreement; that all goods and services for accomplishment of the project were negotiated and procured in accordance with applicable law and funding program requirements; that all project acquisition or construction was completed on \_\_\_\_\_ which was on or prior to the acquisition or construction completion date specified in the Project Agreement; and that the project was completed in accordance with the final project plans (site, architectural, engineering) prepared for the project; that all required local, state and federal environmental permits and approvals were obtained; and that the project is open and accessible to the general public for use.

Signed: \_\_\_\_\_  
(Liaison Agent)

Signed: \_\_\_\_\_  
(Project Architect or Engineer)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee

DATE: 1/11/2017

FROM: Karen Thomas, Administrative &  
Contractual Services

SUBJECT: Approval of updated Purchasing Agent List which includes updates for the following Departments: Parks & Recreation, Tourism & Film Development and Clay County Sheriff's Office. This list is to be updated when changes are made thereto. (K. Thomas)

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

Approval to remove Jaclyn Slaybaugh (Tourism & Film Development), Michael Hardee (Clay County Sheriff's Office), Lynn Higgs (Parks & Recreation) and add Kimberly Morgan (Tourism & Film Development), Michelle Sharp (Parks & Recreation), Lynne Hyder (Parks & Recreation) and Barry Abramowitz (Clay County Sheriff's Office) to the Purchasing Agents List.

Policy training was completed by Michelle on December 16, 2016, Barry on December 20, 2016, Kimberly on January 6, 2017 and Lynne on January 12, 2017.

**ATTACHMENTS:**

Description

▯ [Purchasing Agents List Revised 011117](#)

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/11/2017 - 1:06 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:30 PM	





## CLAY COUNTY FLORIDA

**Administrative &  
Contractual Services**

### Purchasing

**Mailing Address:**

P.O. Box 1366  
Green Cove Springs, FL  
32043

**Physical Address:**

477 Houston Street  
Admin. Building, 4<sup>th</sup> Floor  
Green Cove Springs, FL  
32043

Area code: 904  
Phone: 278-3766  
269-6388  
278-3761  
Fax: 278-3728

**County Manager**

Stephanie Kopelousos

**Commissioners:**

Wendell Davis  
District 1  
Wayne Bolla  
District 2  
Diane Hutchings  
District 3  
Buck Burney  
District 4  
Ronnie Robinson  
District 5

**Switchboard:**

GCS (904) 284-6300  
KH (352) 473-3711  
KL (904) 533-2111  
OP/MBG (904) 269-6300

[www.claycountygov.com](http://www.claycountygov.com)

### MEMORANDUM

TO: Karen Thomas, Purchasing Manager  
FROM: S. C. Kopelousos, County Manager  
SUBJECT: Purchasing Agents List

The following is a list by Department/Division of designated purchasing agents for Clay County Board of County Commissioners appointed and approved by the County Manager. Duties delegated to each employee listed consist of submitting requisitions, making purchases and approving invoice payment in accordance with the provisions of the purchasing manual.

County Manager

*S. C. Kopelousos*

Date

*01/11/17*

Department	Purchasing Agents
Animal Control	Christina Sutherin
	Gail Flakes
County Manager	Stephanie Kopelousos
	Jaclyn Slaybaugh
BCC	Ann Mitchell
Budget	Stephanie Russ
Building	David Conner
	Krista Miller
Building Maintenance	Jim Harsey
	Brenda Cochran
Code Enforcement	Deborah Cearnal
County Attorney	Courtney Grimm
Commission Auditor	Michael Price
County/Circuit Judges	John H. Skinner
	Charles Patterson
	Terica Roark
	Lenore Dunaway
Engineering	Dale Smith
	Michael Fleming
	Shawn Thomas
Economic & Development Svcs	Holly Parrish
	Teresa Capo
Environmental Services	Alan Altman
	Milton Towns
	Christine Roken

Extension Services	Brad Burbaugh
	Beverly Whitener
Finance	Clayton Meng
	Cynthia Atkinson
Guardian Ad Litem	Mary Walton
Human Resources	Jennifer Rupert-Bethelmy
	Lauran Donaldson
Management & Information Systems	Troy Nagle
Library	Patricia Coffman
	Diana Rigdon
Parks & Recreation	James Householder
	Lynne Hyder
	Michelle Sharp
Public Defender	Sherry Kennedy
Public Safety	Lorin Mock
	Maria Haney
	David Motes
	Richard Knoff
	Debra Gillies
	John Ward
	Whitney Davis
Public Works	Dale Smith
	Charlie Leister
	Mike Todd
	James Walker
	John Radomski
	Mark Neeld
Purchasing	Karen Thomas
	Donna Fish
Risk	James Taylor
Sheriff	Barry Abramowitz
	Joe Bucci
	Sheryl Harrell
	Donald Burney
	Elise Gann
Ship	Theresa Sumner
	David Conner
	Holly Parrish
State Attorney	Julie M Fuller
Tourism & Film Development	Kimberly Morgan
Veterans Services	Rose Claridydavis





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Finance & Audit Committee

DATE: 1/13/2017

FROM: Lorin Mock, Fire Chief

SUBJECT: Approval to apply for the FY 2016 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

The SAFER Grant provides funding to fire departments to assist in increasing the number of firefighters to meet minimum standards and attain 24-hour staffing to provide adequate protection for fire and fire related hazards.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted (Yes/No/N/A):

**No**

A funding match of 25% will be required in 17/18 fiscal year.

Sole Source (Yes/No):

**No**

Advanced Payment (Yes/No):

**No**

**ATTACHMENTS:**

Description

▯ [FY 2016 SAFER Grant Applicant Checklist](#)

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Budget Office	Russ, Stephanie	Approved	1/13/2017 - 2:46 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 3:01 PM	

# Assistance to Firefighters Grant Program (AFGP)



## FY 2016 Staffing for Adequate Fire and Emergency Response (SAFER)

### Applicant Checklist

If you are planning to apply to the SAFER Grant program, completing this checklist will help you prepare your SAFER Grant application. Collecting this information beforehand will reduce the time and energy needed to complete your application when the next grant cycle opens.

#### I. SAM.gov Registration Status

Is your System for Award Management (SAM) registration valid and active?

☐ Yes ☐ No

- Applicant registration in the System for Award Management (SAM) is free. To register, please visit <https://www.sam.gov/portal/public/SAM/>.
- SAM registration is only active for one year and must be renewed annually. Please enter the date your SAM registration expires: \_\_\_\_\_
- If your organization's registration is expired or inactive, do not call FEMA/AFG. You must get the registration reset by calling the Federal Service Help Desk managed by the General Services Administration (GSA) at (866) 606-8220.
- Please ensure your organization's name, address, DUNS number, and EIN are up to date in SAM, and that the DUNS number in SAM is the same one used to apply for all FEMA Grants.
- Your organization's name in SAM.gov must also match the organization name provided on the 1199A direct deposit form. Payments are contingent on the information provided in SAM; therefore, it is imperative the information is correct.

#### II. Applicant Characteristics I

**Note: National, state, local, or tribal organizations that represent the interests of volunteer firefighters will not have to complete this section.**

Square mileage of first-due response area:	sq mi
Percentage of primary response protected by hydrants:	%
Critical infrastructure protected:	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to describe.</i>
Percentage of land used for (total percentage must equal 100%):	
a. Agriculture, wild land, open spaces, or undeveloped properties	%
b. Commercial/Industrial	%
c. Residential	%
How many occupied structures (commercial, industrial, residential or institutional) in your primary response area are more than three (3) stories?	
Permanent resident population of first-due response area?	



Seasonal increase in population?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will indicate the increase?</i>
How many stations are operated by your organization?	
Please indicate if your department has a formal automatic/mutual aid agreement with another community or fire department and the type that exists.	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will indicate the type.</i>
<b>What service(s) does your organization provide? Please check all that apply.</b>	
<input type="checkbox"/> Airport Rescue Firefighting (ARFF)	<input type="checkbox"/> Formal/Year-Round Fire Prevention Program
<input type="checkbox"/> Advanced Life Support	<input type="checkbox"/> Maritime Operations/Firefighting
<input type="checkbox"/> Basic Life Support	<input type="checkbox"/> Occasional Fire Prevention
<input type="checkbox"/> Community Paramedic	<input type="checkbox"/> Rescue Operational Level
<input type="checkbox"/> Emergency Medical Responder	<input type="checkbox"/> Rescue Technical Level Program
<input type="checkbox"/> Haz-Mat Operational Level	<input type="checkbox"/> Structural Fire Suppression
<input type="checkbox"/> Haz-Mat Technical Level	<input type="checkbox"/> Wildland Fire Suppression
Do you currently report to the National Fire Incident Reporting System (NFIRS)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### III. Staffing Levels

	Total # of Operational Career Personnel	# of Operational Officers	# NFPA Support
Staffing levels at the start of the application period (TBD):			
Staffing levels at one year prior to the start of the application period:			
Staffing levels at two years prior to the start of the application period:			
If awarded this grant, what will the staffing levels be for your department: (whole numbers only)?			
You will be asked to provide details on the department's existing staffing model (e.g., number of shifts, number of positions per shift, contracted work hours, etc.).			
Does your department utilize any or all of the following types of firefighters? <ul style="list-style-type: none"> <li>• Part-time paid firefighters</li> <li>• Reserve firefighters</li> <li>• Relief firefighters</li> </ul>	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to provide details on how they are utilized within your department to include the number of part-time firefighters, the number of full-time NFPA-compliant positions these part-time firefighters occupy, if applicable, and how they are scheduled to meet your staffing needs.</i>		

### IV. Applicant Characteristics II

**Note: National, state, local, or tribal organizations that represent the interests of volunteer firefighters will not have to complete this section.**

	2016	2015	2014
The total number of fire-related civilian fatalities in your jurisdiction over the past three calendar years:			
The total number of fire-related civilian injuries in your jurisdiction for each of the past three calendar years:			
The total number of line of duty member fatalities in your jurisdiction for each of the past three calendar years:			
The total number of line of duty member injuries in your jurisdiction for each of the past three calendar years:			



Your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, and facilities; utility costs; purchasing expendable items, etc.) for the current (at time of application) fiscal year:	\$		
What was your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, and facilities; utility costs; purchasing expendable items, etc.) for the 2001, 2002, and 2003 fiscal years*:  *If you are unable to provide this information, you will be asked to explain why you are unable to provide this information in the Financial Need section of the narrative.	\$	\$	\$
The percentage of your operating budget dedicated to personnel costs? (whole percentages):	%		
Does your department have any rainy day funds, rainy day reserves, or emergency funds?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, what is the amount currently set aside?</i>  <i>*If yes, you will be asked to describe what the funds are earmarked for.</i>		
<b>The percentage of your annual operating budget derived from (whole percentages that must add up to 100%)</b>			
Taxes	%	<i>Use this information, as well as the information above, in your financial narrative. It is important that your application remains consistent throughout. When breaking down the budget, be sure to account for all funding received. Budget breakdown should account for 100% of budget. If you selected "other," you will be asked to explain.</i>	
Bond Issues	%		
EMS Billing	%		
Grants	%		
Donations	%		
Fund Drives	%		
Fee for service	%		
Other	%		
<b>V. Vehicle Inventory</b>			
<b>In each of the types or classes of vehicle listed below, please indicate the appropriate number of frontline vehicles your organization has with which to respond to first alarm assignments in support of NFPA 1710/1720. You must include vehicles that are leased or on long-term loan, as well as any vehicles that have been ordered or are otherwise currently under contract for purchase or lease but not yet under your possession. If you have multiple vehicles of the same type that have a different number of riding positions, please use the "average" number and provide additional information in the text box provided in the application.</b>			
	Front Line Vehicles	Available Riding Positions per Front Line Vehicle	Filled Riding Positions per Front Line Vehicle per First Alarm
Engines or Pumpers:			
Ambulances for transport and/or emergency response:			
Tankers or Tenders:			
Aerial Apparatus:			
Brush/Quick Attack:			
Rescue Vehicles:			
Additional Vehicles:			



## VI. Department Call Volume

**Note: National, state, local, or tribal organizations that represent the interests of volunteer firefighters will not have to complete this section.**

Your department's first due call volume for your primary response area (for the three years):

	2016	2015	2014
<b>SUMMARY</b>			
Fire - NFIRS Series 100			
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200			
Rescue & Emergency Medical Service Incident - NFIRS Series 300			
Hazardous Condition (No Fire) - NFIRS Series 400			
Service Call - NFIRS Series 500			
Good Intent Call - NFIRS Series 600			
False Alarm & False Call - NFIRS Series 700			
Severe Weather & Natural Disaster - NFIRS Series 800			
Special Incident Type - NFIRS Series 900			
<b>FIRES</b>			
Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)			
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)			
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)			
What is the total acreage of all vegetation fires?			
<b>RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS</b>			
Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)			
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)			
How many EMS-BLS Response Calls			
How many EMS-ALS Response Calls			
How many EMS-BLS Scheduled Transports			
How many EMS-ALS Scheduled Transports			
How many Community Paramedic Response Calls			
<b>MUTUAL AND AUTOMATIC AID</b>			
<b>How many times did your organization:</b>			
Receive mutual aid:			
Receive automatic aid:			
Provide mutual aid:			
Provide automatic aid:			
Of the Mutual and Automatic Aid responses, how many were structure fires?			



## VII. Hiring of Firefighters Activity

What NFPA Standard (1710 or 1720) is your department attempting to meet?

☐ 1710 with aerial

☐ 1710 without aerial

☐ 1720 - Urban

☐ 1720 - Suburban

☐ 1720 - Rural

☐ 1720 - Remote

Given your current staffing levels, how often does your department meet the NFPA assembly requirements indicated above for the department's primary / first due response area?

**Note:** Does your department utilize overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards? ☐ Yes\* ☐ No

*\*If yes, when answering this question you should remove the number of position filled by overtime from your calculations.*

☐ Never (0%)

☐ Rarely (1 – 19%)

☐ Sometimes (20-39%)

☐ Half of the Time (40-59%)

☐ Very Often (60-79%)

☐ Most of the Time (80-99%)

☐ Always (100%)

If awarded the number of positions requested in your application, how often do you anticipate will you meet the NFPA assembly requirements?

☐ Never (0%)

☐ Rarely (1 – 19%)

☐ Sometimes (20-39%)

☐ Half of the Time (40-59%)

☐ Very Often (60-79%)

☐ Most of the Time (80-99%)

☐ Always (100%)

Given your current staffing levels and without using overtime to fill vacant positions, what is the average actual staffing level on the first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the call volume section?

**Note:** Does your department utilize overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards?

☐ Yes\* ☐ No

*\*If yes, when answering the above question you should remove the number of position filled by overtime from your calculations.*

If your department is awarded the number of positions requested in your application, what will be the average actual staffing level on the first arriving engine company or vehicle capable of initiating suppression activities on the

You will be asked to provide details on the departments hiring practices and timelines.

Does your department intend to sustain the positions requested in this application after the completion of the period of performance?

☐ Yes\* ☐ No

*\*If yes, you be asked to describe how will they be sustained?*



<p>Have you discussed the requirements and long- term obligations of a SAFER grant with your local governing body?</p> <p><b>Note:</b> A letter from your governing body stating their commitment to the grant will be required at time of application or prior to being awarded a grant.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>In cases of demonstrated economic hardship, the FEMA Administrator may waive or reduce a SAFER Hiring of Firefighters Activity grant recipient's cost share requirement, the minimum budget requirement, and/or the restriction on supplanting. Is it your department's intent to apply for an economic hardship waiver?</p>	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate in the application which type of waiver you will be applying for: Cost Share, Minimum Budget, and/or Supplanting.</i>
<p><b>Hiring new firefighters: As a reminder, only new, additional firefighters are eligible for funding. Grant funds can no longer be used for the purpose of retaining firefighters currently employed who are facing imminent layoffs.</b></p>	
<p>Currently, what are the usual annual costs of a first-year firefighter in your department?</p> <p>"Usual annual costs" includes the base salary (exclusive of overtime) and standard benefits package (including the <b>average</b> health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by fire departments to first-year firefighters.</p>	<p>Annual Salary \$ _____</p> <p>Annual Benefits \$ _____</p>
<p>You will be asked to detail what costs are included in the typical benefits package provided to the first-year firefighters.</p>	
<p><b>VIII. Recruitment and Retention of Volunteer Firefighters Activity – Fire Departments</b></p>	
<p>In cases of demonstrated economic hardship, the FEMA Administrator may waive or reduce a SAFER Recruitment and Retention of Volunteer Firefighters Activity minimum budget requirement. Is it your department's intent to apply for an economic hardship waiver?</p>	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate in the application that you intend to apply for a waiver.</i>
<p>What is the ideal number of active volunteer firefighters needed by your department to adequately comply with NFPA 1710 (Section 5.2.4.1 – Single Family Dwelling Initial Full Alarm Assignment Capability) or NFPA 1720 (Section 4.3 - Staffing and Deployment)? (Note: Include only operational volunteer firefighters; administrative or EMS only members should not be included).</p>	
<p>What is the total number of current active volunteer firefighters in your department (Note: Include only operational volunteer firefighters; administrative or EMS only members should not be included)?</p>	
<p>How many active volunteer operational firefighters joined your department over the last three years?</p>	
<p>How many active volunteer operational firefighters left your department over the last three years?</p>	



Will you periodically evaluate the proposed program's impact?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to describe how will the evaluation be conducted?</i>
Will your program have a regional and/or local impact beyond your fire department; either directly or indirectly?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate the departments will be participating and how they will benefit.</i>  <i>*If yes, you will need to ensure that the fire departments benefits from this application have not received grants for similar activities/items, if awarded.</i>
<b>IX. Recruitment and Retention of Volunteer Firefighters Activity – National, State, Local, or Tribal Volunteer Firefighter Interest Organizations</b>	
In cases of demonstrated economic hardship, the FEMA Administrator may waive or reduce a SAFER Recruitment and Retention of Volunteer Firefighters Activity minimum budget requirement. Is it your department's intent to apply for an economic hardship waiver?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate in the application that you intend to apply for a waiver.</i>
In order to adequately comply with NFPA 1710 (Section 5.2.4.1 – Single Family Dwelling Initial Full Alarm Assignment Capability) or NFPA 1720 (Section 4.3 - Staffing and Deployment), what is the ideal number of active volunteer operational firefighters needed by your organization to assist the fire departments benefiting from this grant application? (Note: This must be the cumulative total of the number of firefighters needed by all departments participating in this application. Include only operational volunteer firefighters; administrative or EMS only members should not be included).	
What is the total number of current active volunteer operational firefighters within your organization? (Note: This must be the cumulative total of the number of volunteer firefighters of all departments participating in this application. Include only operational volunteer firefighters; administrative or EMS only members should not be included).	
<b>You will be asked to describe the method(s) used to determine the numbers provided above.</b>	
Over the last three years, how many active volunteer operational firefighters have joined the fire departments participating in this application? (NOTE: This must be the cumulative total of the number of firefighters by ALL departments participating in this application)	
Over the last three years, how many active volunteer operational firefighters left the fire departments participating in this application? (NOTE: This must be the cumulative total of the number of firefighters by ALL departments participating in this application)	
Is your application based on a staffing needs assessment?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will need to describe how the assessment was conducted and the results of the assessment.</i>
Does the proposed program have, or will it establish, a multi-organizational partnership and/or partnerships with other fire-related organizations?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to provide details on the proposed partners and their contributions</i>
Is it your organization's intent to deliver this program after the grant performance period?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to provide details on how the program will be sustained and the long-term benefits</i>

Have you discussed this application with all participating fire departments?

☐ Yes\* ☐ No

*If awarded, you will need to ensure that the fire department's benefits from this application have not received grants for similar activities/items and may be required to provide documentation of the fire departments consent to participate in the application.*

Will you periodically evaluate the proposed program's impact?

☐ Yes\* ☐ No

*\*If yes, you will be asked to describe how the evaluation will be conducted.*





**FISCAL YEAR 2016**  
**Assistance to Firefighters Grant Program (AFG)**

**Staffing for Adequate Fire and Emergency  
Response (SAFER)**

**Hiring Activity**



# Staffing for Adequate Fire and Emergency Response (SAFER) Grants

**Goal:** Assist local fire departments with staffing and deployment capabilities so they may respond to emergencies whenever they occur, assuring their communities have adequate protection from fire and fire-related hazards.

**Purpose of the Hiring Grant:** Provide assistance to local governments in the form of salary and associated benefit funding in order to increase the cadre of frontline firefighters. It is intended to create a net increase in the current number firefighters capable of safely responding to emergencies within the grantee's geographic response area.

**Grant Duration:** Three Years

**Local Match Requirement:** 25% Year 1 & 2, 65% Year 3



## Clay County Submission Proposal for the Staffing for Adequate Fire and Emergency Response Program

Station	Current Minimum Staffing	Request	Total Request
11	Engine-2, Rescue-2	1 FF per shift	3
13	Engine-2, Rescue-2	1 FF per shift	3
14	Engine-3, Tender-1, BC-1	None	
15	Engine-2, Rescue-2	1 FF per shift	3
17	Engine-4	None	
18	Engine-2, Rescue-2	1 FF per shift	3
20	Engine-3, Tender-1	None	
22	Engine-2, Rescue-2, BC-1	1 FF per shift	3
23	Engine-2, Rescue-2	1 FF per shift	3
24	Engine-2, Rescue-2	1 FF per shift	3
25	Engine-2, Rescue-2	None	
26	Engine-2, Rescue-2	1 FF per shift	3
Total			24

Staff Eight Engine Companies and redistribute current staffing to place one firefighter on all Engine Companies within the County.

**Estimated Cost Per Year**  
\$1,400,000

**Estimated Grant  
Allocation Request**  
\$4,200,000

**Estimated County Costs**  
Year 1 \$484,400  
Year 2 \$367,280  
Year 3 \$929,200





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 17 10:00 AM

TO: Finance & Audit Committee

DATE: 12/7/2016

FROM: S.C. Kopelousos

SUBJECT: Update on County projects.

AGENDA ITEM TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goedermote, Angela	Approved	1/13/2017 - 1:58 PM	Item Pushed to Agenda



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT: The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Finance Business	Cover Memo	1/17/2017	Fin1-24-17.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Finance	Slaybaugh, Jaclyn	Approved	1/18/2017 - 12:55 PM	Item Pushed to Agenda

## FINANCE DEPARTMENT BUSINESS

For Board Meeting Date of : January 24, 2017

**1. DOCUMENTS FILED FOR THE RECORD/INFORMATION, IN THE FINANCE DEPARTMENT AND APPROVAL OF EQUIPMENT DISPOSAL, TRANSFER AND ACCEPTANCE**

**a. *Heavy equipment 8(a)***

Reporting of heavy equipment expenditure, in the amount of \$7,527.58, as required per the Purchasing Manual, Chapter 5, Section C Paragraph 8(a).

**b. *Inventory - junked/removed***

The County property from Public Safety listed below is to be junked and/or destroyed and removed from the Board's inventory.

County ID.	Description	Serial No.	Condition	DOP
CD-2627	PhD+ Gas Detector	29878	Inoperative	2/05

**c. *Inventory - trade-in***

The County property from Public Safety listed below has some cash value and is requested that it be stored as surplus property and be used as trade-in towards like product.

County ID.	Description	Serial No.	Condition	DOP
0000003991	Life Pak Battery Charger	13525522	Obsolete	8/28/01
0000003992	Life Pak Battery Charger	13525523	Obsolete	8/28/01
0000003993	Life Pak Battery Charger	13534306	Obsolete	8/28/01
0000003994	Life Pak Battery Charger	13525512	Obsolete	8/28/01
0000003995	Life Pak Battery Charger	13561018	Obsolete	8/28/01
0000003996	Life Pak Battery Charger	13553550	Obsolete	8/28/01
0000003997	Life Pak Battery Charger	13556337	Obsolete	8/28/01
0000003998	Life Pak Battery Charger	13556345	Obsolete	8/28/01
0000003999	Life Pak Battery Charger	13556351	Obsolete	8/28/01
0000004000	Life Pak Battery Charger	13520089	Obsolete	8/28/01
0000004001	Life Pak Battery Charger	13561013	Obsolete	8/28/01
0000004002	Life Pak Battery Charger	13561012	Obsolete	8/28/01
0000004004	Life Pak Battery Charger	11426104	Obsolete	8/28/01
0000005589	Life Pak 12	33252961	Obsolete	5/24/05
0000005590	Life Pak 12	33252962	Obsolete	5/24/05
0000006225	Life Pak 12	34349347	Obsolete	5/23/06
0000006226	Life Pak 12	34319349	Obsolete	5/23/06
0000006620	Life Pak 12	34959842	Obsolete	12/12/06

0000006621	Life Pak 12	34959844	Obsolete	12/12/06
0000006946	Life Pak 12	35842826	Obsolete	9/25/07
0000006947	Life Pak 12	35842827	Obsolete	9/25/07
0000006948	Life Pak 12	35842828	Obsolete	9/25/07
0000006949	Life Pak 12	35842829	Obsolete	9/25/07
0000006950	Life Pak 12	35842830	Obsolete	9/25/07
0000006951	Life Pak 12	35842831	Obsolete	9/25/07
0000006952	Life Pak 12	35842856	Obsolete	9/25/07
0000006953	Life Pak 12	35844307	Obsolete	9/25/07
0000007217	Life Pak 12	36530391	Obsolete	5/13/08
0000007218	Life Pak 12	36542953	Obsolete	5/13/08
0000007219	Life Pak 12	36543106	Obsolete	5/13/08
0000007220	Life Pak 12	36543113	Obsolete	5/13/08
0000007221	Life Pak 12	36543116	Obsolete	5/13/08
0000007461	Life Pak 12	38129656	Obsolete	6/30/09

**d. *Inventory - IT recycling***

The County IT equipment listed below will be sent to recycling pending a 45 day holding period for any potential continued usage by other County departments or agencies.

<b>County ID.</b>	<b>Description</b>	<b>Serial No.</b>	<b>Condition</b>	<b>DOP</b>
N/A	Misc. non inventory items	See attached		
CCHC-1080	Dell 4600 Server	HPQB051	Poor	6/21/04
CCHC-1271	Tape Backup 110T	7ZHD4B1	Average	7/18/06
CCHC-1277	Dell D820 Laptop	3J84PB1	Avg/Dead Bat	9/7/06
0000007053	Polycom Vortex	D20837703217	Unknown	11/1/07
0000008113	Dell E6510 Laptop	98PVWN1	Average	1/12/11
0000008422	NEC 52in Monitor LCD	9Y001536NA	Broken	5/11/12
0000007568	Dell E6400 Laptop	GY1N3K1	Average	8/8/09
0000007601	Dell E6500 Laptop	G3LZVK1	Average	9/22/09
0000007604	Dell E6500 Laptop	53LZVK1	Average	9/22/09
0000007607	Dell E6500 Laptop	6V61WK1	Average	9/22/09

**2. APPROVAL OF PAYMENTS**

**a. *Check register***

Approval of payments to vendors as per the check register dated January 24, 2017.

**b. *Transfer station processing***

Partial payment to Waste Management, Inc. for operation of the transfer station facility for the month of December 2016, in the amount of \$526,646.04, from the Environmental Services Fund, C/N 05/06-128A.

**c. *Clay v RS&H***

Partial payment to St. Denis & Davey, PA for legal services concerning Clay County v. Reynolds, Smith & Hill, Inc., in the amount of \$1,643.99, invoice number 21402, from the General Fund, C/N 13/14-77.

**d. *Residential collection service***

Partial payment to Advanced Disposal Services Jacksonville, LLC for residential solid waste and recyclables collection services for the month of December 2016, in the amount of \$596,861.85, from the Universal Collection Fund, C/N 05/06-172.

**e. *Clay v. Otto***

Partial payment to Michael Kahn, PA for legal services rendered concerning the case Clay County v. James T. Otto, in the amount of \$615.00, invoice number 4475, from the General Fund, C/N 15/16-65.

**3. OTHER, APPROVAL FOR REQUEST(S), FOR REFUND(S) AND FINANCIAL REQUEST(S)**

**a. *Other approvals***

Clay County Finance Department request ratification of:

1. Payroll dated January 17, 2017

- Check numbers 475985 - 475996, in the amount of \$15,028.73
- Check numbers 477436 - 477984, in the amount of \$47,128.79
- Direct deposits, in the amount of \$575,984.53
- Payroll related expenditures, check numbers 309155 - 309187, including tax EFT, in the amount of \$828,175.26

2. Voids, handwrites and electronic funds transfers from December 26, 2016 - January 9, 2017, in the net amount of \$19,479.93

**b. *Authorization to refund***

Clay County Finance Department requests authorization to refund:

1. Wiggins Construction of North Florida, Inc. for a driveway application fee that was applied twice, in the amount of \$25.00, from the Municipal Services fund, as per the attached memorandum from the Economic & Development Services Division.

2. MyFloridaCounty.com for credit card charges made in error as per the terms of our agreement, in the total amount of \$2,033.20, from the Building Fund, as per the attached memorandum from the Finance Department.



3. Cree's Trees for a cash bond that is no longer necessary, in the amount of \$1,000.00, from the Municipal Services Fund, as per the attached memorandum from the Planning and Zoning Division.

4. Solid Waste Assessment Fees and Collection Fees to certain individuals', in the total amounts of \$80.64 and \$140.54, from the Solid Waste Fund and Universal Collection Fund, respectively, as per the attached memorandum from Environmental Services.

***In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).***



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT:

Reporting of heavy equipment expenditure, in the amount of \$7,527.58, as required per the Purchasing Manual, Chapter 5, Section C Paragraph 8(a).

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description

- ▣ Heavy equipment 8(a)

REVIEWERS:

Department Reviewer	Action	Date	Comments
No Reviewers Available			

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**INVOICE****00WC2738599**

Please refer to this  
number on remittance

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ROAD & BRIDGE DEPARTMENT  
PO BOX 988  
GREEN COVE SPRINGS FL

**SHIP TO**

32043-0988

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
00WC2738599	12-22-16	008440	2017 1190			00	C	570	2	11
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	DATE SHIPPED		INVOICE SEQ. NO.		
0A76874	10-31-16	1A	10	10		12-22-16		2375041		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING		MACH. ID NO.		
JD	644E	B531199				20203.0				
QUANTITY	ITEM	*N/R	DESCRIPTION			UNIT PRICE		EXTENSION		

AMOUNT  
TAX EXEMPTION LICENSE 858012621822C7

7527.58

"TERMS NET 30 DAYS FROM DATE OF INVOICE"  
PLEASE CALL 904-731-5130 IF YOU HAVE QUESTIONS CONCERNING THIS INVOICE

*Final Pay*  
*RB1286*  
*101-3701-546200*  
*W/158407*  
*PO 20171190*

**FINAL**

## I personally acknowledge the following:

- All purchasing procedures were properly administered
- All goods and/or services related to this invoice were properly received on county property and/or for county approved purposes
- The price, quantity and quality are correct and acceptable
- The appropriated county records are on file to substantiate this payment
- Approval to pay as a county purchasing agent

Mark Neeld  
Fleet Maintenance Supervisor

1-3-2017

DATE

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7527.58

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FINANCE #

1a

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QUANTITY	ITEM		*N/R	DESCRIPTION				UNIT PRICE		EXTENSION	

STEAM CLEAN MACHINE

F/R LBR

375.00 \*  
375.00 T

SEGMENT AA TOTAL

**INSPECT MACHINE**

OPERATIONAL AND VISUAL MACHINE EVALUATION,  
INCLUDING ECM INFORMATION REVIEW, CUSTOM  
MACHINE CONDITION REPORT, AND ALL COMPARTMENT  
SOS. ROUTINE MACHINE INSPECTIONS BY EXPERIENCED  
INSPECTORS CAN HELP UNCOVER PROBLEMS WHICH MAY  
OTHERWISE BE OVERLOOKED. BACK-UP ALARM, LIGHTS,  
HORNS, WARNING SYSTEMS, MIRRORS, HOSES, LEAKS  
ECT.

CHECKED FOR INTEGRITY AND OPERATIONAL  
PERFORMANCE.

HELPING YOU BE PREPARED FOR PENDING PROBLEMS  
BEFORE THEY BECOME EXPENSIVE UNSCHEDULED MAJOR  
FAILURES. ALL MACHINE INSPECTION INFORMATION IS  
STORED ELECTRONICLY FOR FUTURE REFERENCE.

CUSTOMER COMPLAINT:

INSPECT MACHINE

CAUSE OF FAILURE:

N/A

RESULTANT DAMAGE:

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JD	644E	B531199						20203.0				
QUANTITY	ITEM	*N/R			DESCRIPTION			UNIT PRICE			EXTENSION	

N/A

REPAIR PROCESS COMMENTS:  
PERFORMED TA-1 INSPECTION AS PER CAT REPORT. NO  
DOWN LOAD ON THIS JOHN DEER LOADED. NO VISION  
LINK.

5	SOS 1	SOS KIT SERVICE	S	12.00	60.00
		00000			
TOTAL PARTS				SEG. AB	60.00 *
				F/R LBR	441.00 *
SEGMENT AB TOTAL					501.00 T

**TROUBLESHOOT AXLE**

TROUBLESHOOT ONE ON THE FRONT TIRES LOCKING UP  
POSSIBLY FINAL DRIVE FAILING. TROUBLESHOOT AND  
ADVISE CUSTOMER OF REPAIRS NEEDED.

**CUSTOMER COMPLAINT:**

POPPING NOISE OUT OF FRONT END

**CAUSE OF FAILURE:**

WORE OUT BEARINGS

**RESULTANT DAMAGE:**

NO DAMAGE JUST WORE OUT BEARINGS

**REPAIR PROCESS COMMENTS:**

THIS MACHINE CAME IN FOR A LOUD POPPING NOISE THAT  
ONLY HAPPENED WITH A LOAD IN THE BUCKET AND

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PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	DATE SHIPPED		INVOICE SEQ. NO.		
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QUANTITY	ITEM	*N/R	DESCRIPTION			UNIT PRICE		EXTENSION		

MAKING A SHARP TURN. WE TOOK THE MACHINE OUT TO OUR TEST FIELD AND THEN BEGAN THE INSPECTION AND TROUBLESHOOTING OF THE NOISE THAT WAS DESCRIBED TO OUR TEAM. WITH THE BUCKET EMPTY HARDLY NO NOISE JUST A SOUND FROM THE STEERING CYLINDERS JUMPING UP AND DOWN. JUST THE OPPOSITE WITH THE BUCKET LOADED THE FRONT WOULD MAKE A SLIGHT POPPING SOUND WHEN TURN ALL THE WAY. WE THE BROUGHT THE MACHINE BACK UP TO MAIN SHOP WHERE WE TOOK AN OIL SAMPLE OUT OF FRONT END AND FOUND QUITE SOME METAL SHAVINGS. OUR INSPECTION WAS NOW FINISHED AND PASSED ON FOR TEARDOWN.

F/R LBR

244.80 \*  
244.80 T

SEGMENT EA TOTAL

**REMOVE& INSTALL AXLE**

CUSTOMER COMPLAINT:  
POPPING SOUND IN FRONT END  
CAUSE OF FAILURE:  
FRONT AXLE FAILURE  
RESULTANT DAMAGE:  
WORE OUT BEARINGS AND PARTS  
REPAIR PROCESS COMMENTS:  
THE MACHINE WAS BROUGHT IN FOR TEARDOWN TO REMOVE THE FRONT AXLE. ONCE THE MACHINE WAS IN WE BEGAN TO SET UP ON STANDS (THAT ARE RECOMMENDED FOR THE

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WEIGHT) SO THAT WE COULD REMOVE THE FRONT TIRES.  
IN THE PROCESS OF REMOVING THE FRONT TIRES WE HAD  
TO USE A FORK LIFT TO GUIDE AND LIFT THE TIRES  
OFF THE 644 E MACHINE. NEXT WE SPRAYED OUR FRONT  
AXLE HOLD DOWN BOLTS WITH LUBRICATES SO THE BOLTS  
WOULD BE MORE IN OUR FAVOR FOR REMOVING THEM. AS  
THE BOLTS WERE SOAKING WE TOOK OUR BRAKE LINES  
OFF AND OUR DRIVE SHAFT. AFTER ALL STEERING AND  
DRIVE COMPONENTS WERE REMOVED WE REMOVED OUR  
FRONT CARRIAGE BOLTS TO FRONT DIFFERENTIAL AND  
USED ABOVE CRANE TO LOWER DOWN AND OUT FROM UNDER  
MACHINE. FINALLY AFTER ALL WAS DONE WE CLEANED UP  
ANY MESSES WE MADE AND SENT OVER FOR TEAR DOWN  
AND REBUILD.

6.40	TRANS. OIL 30W/T	F/R LBR 00000	1220.00 *
			110.46
	TOTAL MISC CHGS	SEG. EB	110.46 *
	SEGMENT EB TOTAL		1330.46 T

**REPAIR AXLE**

QUOTE INCLUDES DISSASSEMBLY, CLEANING, REPLACMENT  
OF ALL BEARINGS, SEALS, GASKETS AND FRICTION  
BRAKES. EXCESSIVE WEAR ON BEARINGS POSSIBLY FROM  
EXTENDED HOURS ON OIL.

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**CUSTOMER COMPLAINT:**

FRONT AXLE HAS EXCESSIVE METAL IN OIL AND MAKING  
POPPING NOISE WHEN TURNING.

**REPAIR PROCESS COMMENTS:**

CLEANED AND DISASSEMBLED AXLE. BEARINGS HAVE WEAR  
FROM AGE. RECOMMEND RE BEARING RESEAL. CUSTOMER  
DECLINED REPAIRS. REASSEMBLED AXLE TO OPERATE.  
TOOK TO MAIN SHOP TO BE INSTALLED ON THE MACHINE.

3	267-6536		TOWEL,BLUE	S	7.18	21.54
8	5088		BRAKECLEAN/CAN	S	3.09	24.72
2	38657		HIGHFLEX GAS MAKERS		23.18	46.36
2	AR75527		SEAL	N	74.43	148.86
1	HM807010VP		CUP JD8255	N	55.60	55.60
1	H715311VP		CUP JD8280	N	83.95	83.95
2	JD10315		BEARING CONE	N	254.95	509.90
2	JD10316		BEARING CUP	N	127.16	254.32
2	JD8272		BEARING CUP	N	66.28	132.56
2	JD8989		BEARING CONE	N	111.91	223.82
2	RE24324		SEAL	N	120.12	240.24
			00000			

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6	R109083		WASHER	N		2.71		16.26	
			00000						
6-	R109083		WASHER	N		7.64			
			00000		DISCOUNT 15.00%	1.15-		38.94-	
2	R52389		SHIM	N		11.08		22.16	
			00000						
2-	R52389		SHIM	N		16.85			
			00000		DISCOUNT 15.00%	2.53-		28.64-	
4	R59460		THRUST WASHER	N		13.24		52.96	
			00000						
4-	R59460		THRUST WASHER	N		20.14			
			00000		DISCOUNT 15.00%	3.02-		68.48-	
1	R60038		PACKING	N		5.92		5.92	
			00000						
1-	R60038		PACKING	N		9.93			
			00000		DISCOUNT 15.00%	1.49-		8.44-	
114	R61033		NEEDLE ROLLER	N		2.52		287.28	
			00000						
114-	R61033		NEEDLE ROLLER	N		7.09			
			00000		DISCOUNT 15.00%	1.06-		687.42-	
1	R686815		WASHER	N		55.04		55.04	
			00000						
4	R70112		THRUST WASHER	N		1.61		6.44	
			00000						
4-	R70112		THRUST WASHER	N		6.53			
			00000		DISCOUNT 15.00%	.98-		22.20-	
4	R70113		THRUST WASHER	N		3.86		15.44	
			00000						
4-	R70113		THRUST WASHER	N		9.05			
			00000		DISCOUNT 15.00%	1.36-		30.76-	

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St Augustine, FL 32092  
(904) 737-7730

Cat Rental Store  
Heavy Equipment  
Power Systems  
Lift Trucks  
Ring Used Parts  
Ring Power Crane

Ring Power Corporation, 500 World Commerce Pkwy, St Augustine, FL 32092, (904) 737-7730

**INVOICE**

00WC2738599

Please refer to this  
number on remittance

**SOLD TO**

CLAY COUNTY BOCC  
ROAD & BRIDGE DEPARTMENT  
PO BOX 988  
GREEN COVE SPRINGS FL

**SHIP TO**

32043-0988

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
00WC2738599	12-22-16	008440	2017 1190	00	C	570	2	7
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	DATE SHIPPED	INVOICE SEQ. NO.	
0A76874	10-31-16	1A	10	10		12-22-16	2375041	
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. ID NO.			
JD	644E	B531199		20203.0				
QUANTITY	ITEM	*N/R	DESCRIPTION	UNIT PRICE	EXTENSION			

2	R86202		SEAL	N	33.15	66.30
			00000			
2	R90080		OIL CUP	N	43.37	86.74
			00000			
2	R93623		TRUST WASHER	N	38.15	76.30
			00000			
2	R93623		TRUST WASHER	N	50.79	
			00000	DISCOUNT 15.00%	7.62	86.34
4	YZ121809		CLUTCH DISC	N	60.26	241.04
			00000			
4	YZ121809		CLUTCH DISC	N	69.75	
			00000	DISCOUNT 15.00%	10.46	237.16
1	4526011		UTILITY GREAS-CARTS		2.91	2.91
			00000			
1	110078W		WD-40 110Z	S	7.04	7.04
			00000			
TOTAL PARTS				SEG. EC		1475.32 *
				F/R LBR		2856.00 *
1.00			SHIPPING	11111		12.96
TOTAL MISC CHGS				SEG. EC		12.96 *
SEGMENT EC TOTAL						4344.28 T

TROUBLESHOOT PARKING BRAKE

Servicing All Makes All Models of Trucks, RVs & Buses. Comments? [www.rptrucks.com/feedback](http://www.rptrucks.com/feedback)

ALL MERCHANDISE SUBJECT TO RETURN ONLY AFTER PERMISSION HAS BEEN REQUESTED AND APPROVED. RETURNED MATERIAL IS SUBJECT TO A HANDLING CHARGE AND MUST BE SENT IN PREPAID EXCEPT IN THOSE CASES WHERE PARTS ARE SHIPPED IN ERROR. IN SUCH CASES HANDLING CHARGE IS WAIVED AND RETURN MAY BE EFFECTED ON A FREIGHT COLLECT BASIS.

PAY THIS  
AMOUNT

AMOUNT  
CREDITED

CONT'D

Remit to: Ring Power Corporation  
PO Box 935004  
Atlanta, GA  
31193-5004

(See Reverse)



# Ring Power®



Ring Power Corporation  
500 World Commerce Parkway  
St Augustine, FL 32092  
(904) 737-7730

Cat Rental Store  
Heavy Equipment  
Power Systems  
Lift Trucks  
Ring Used Parts  
Ring Power Crane

Ring Power Corporation, 500 World Commerce Pkwy, St Augustine, FL 32092, (904) 737-7730

## INVOICE

00WC2738599

Please refer to this  
number on remittance

### SOLD TO

CLAY COUNTY BOCC  
ROAD & BRIDGE DEPARTMENT  
PO BOX 988  
GREEN COVE SPRINGS FL

### SHIP TO

32043-0988

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
00WC2738599	12-22-16	008440	2017 1190			00	C	570	2	8
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	DATE SHIPPED			INVOICE SEQ. NO.	
0A76874	10-31-16	1A	10	10		12-22-16			2375041	
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH. ID NO.	
JD	644E	B531199				20203.0				
QUANTITY	ITEM	*N/R	DESCRIPTION			UNIT PRICE			EXTENSION	

TROUBLESHOT PARKING BRAKE  
CUSTOMER COMPLAINT:  
TROUBLESHOOT PARKING BRAKE  
CAUSE OF FAILURE:  
OUT OF ADJUSTMENT / WORN LININGS  
RESULTANT DAMAGE:  
NOT WORKING  
REPAIR PROCESS COMMENTS:  
REMOVE AND INSPECT CABLE FOR STRETCH , CHECK  
ADJUSTMENT AND OPERATION .  
REMOVE DRUM AND INSPECT LININGS . REINSTALL ALL  
PARTS AND QUOTE CUSTOMER

F/R LBR 51.00 \*  
SEGMENT FA TOTAL 51.00 T

### TROUBLESHOOT WINDSHIELD WIPER

TORUBLE SHOOT WIPERS NOT WORKING

F/R LBR 102.00 \*  
SEGMENT MA TOTAL 102.00 T

### REPAIR WINDSHIELD WIPER

CUSTOMER COMPLAINT:

Servicing All Makes All Models of Trucks, RVs & Buses. Comments? [www.rptrucks.com/feedback](http://www.rptrucks.com/feedback)

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PAY THIS  
AMOUNT

CONT'D

AMOUNT  
CREDITED

Remit to: Ring Power Corporation  
PO Box 935004  
Atlanta, GA  
31193-5004

(See Reverse)

**Ring Power®**

Ring Power Corporation  
500 World Commerce Parkway  
St Augustine, FL 32092  
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Cat Rental Store  
Heavy Equipment  
Power Systems  
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Ring Power Corporation, 500 World Commerce Pkwy, St Augustine, FL 32092, (904) 737-7730

**INVOICE**

00WC2738599

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ROAD & BRIDGE DEPARTMENT  
PO BOX 988  
GREEN COVE SPRINGS FL

**SHIP TO**

32043-0988

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
00WC2738599	12-22-16	008440	2017 1190			00	C	570	2	9
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA	DATE SHIPPED		INVOICE SEQ. NO.		
0A76874	10-31-16	1A	10	10		12-22-16		2375041		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING		MACH. ID NO.		
JD	644E	B531199				20203.0				
QUANTITY	ITEM	*N/R	DESCRIPTION			UNIT PRICE		EXTENSION		

## REPAIR WINDSHIELD WIPER

## CAUSE OF FAILURE:

LACK OF POWER TO MOTOR

## RESULTANT DAMAGE:

REPAIRED

## REPAIR PROCESS COMMENTS:

REMOVE PANEL AND CHECK POWER . TRACE WIRING AND

CHECK RELAY . FOUND LOSS OF POWER

REPLACED FUSE AND SECURED GROUND . WIPER WORKING

F/R LBR

158.00 \*

SEGMENT MB TOTAL

158.00 T

## TROUBLESHOOT AIR CONDITIONER

## TROUBLE SHOOT AIR CONDITION NOT OPERATING

## CUSTOMER COMPLAINT:

TROUBLESHOOT A/C SYSTEM

## CAUSE OF FAILURE:

BAD RELAY / LACK OF FREON

## RESULTANT DAMAGE:

NOT REPAIRED

## REPAIR PROCESS COMMENTS:

CHECK MACHINE FOR BLOWER FAN OPERATION. REMOVE

PANEL FOR SWITCH WIRING ACCESS .

FIND BAD CONNECTIONS . TRACE WIRING FROM SWITCH TO

WIRING PANEL , AND CHECK FOR

POWER FEEDING RELAYS AT RED DOT UNIT . REMOVE

Servicing All Makes All Models of Trucks, RVs & Buses. Comments? [www.rptrucks.com/feedback](http://www.rptrucks.com/feedback)

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PAY THIS  
AMOUNT

CONT'D

AMOUNT  
CREDITED

Remit to:

Ring Power Corporation  
PO Box 935004  
Atlanta, GA  
31193-5004

(See Reverse)



**Cat Rental Store  
Heavy Equipment  
Power Systems  
Lift Trucks  
Ring Used Parts  
Ring Power Crane**

**Please refer to this  
number on remittance**

## SHIP TO

32043-0988

COVER AT RED DOT AND CHECK POWER AT  
RELAYS . POWER COMING TO BOTH THE COMPRESSOR AND  
FAN RELAYS . FIND FAN MOTOR IS FROZE UP .  
SPIN FAN AND FREE IT SOMEWHAT BUT , NO GOOD .  
TRACE WIRING TO COMPRESSOR AND MAKE SURE  
NO OPEN CIRCUIT BACK TO RELAY .RELAYS NEED  
REPLACING AND FAN MOTOR . SYSTEM ALSO LOW ON  
FREON .

TOTAL PARTS DISCOUNT	212.81	
ENVIRO/MISC		300.00 T

PAY THIS AMOUNT	CONT'D
AMOUNT CREDITED	

**(See Reverse)**



ERS ~~A~~ Heavy Equipment Hydra A

2071190

REQUISITION # 11001018 PS

CLAY COUNTY BOARD OF COMMISSIONERS FINANCIAL DEPT.	2016 DEC 21 A 8:18	3701	38001	CLAY COUNTY BOARD OF COMMISSIONERS	2016 DEC 20 A 10:24	RECEIVED PURCHASING DIVISION
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[illegible]

### Shipping & Handling

TOTAL

Work Order No. \_\_\_\_\_

Date	Item #
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**APPROVED BY:**

**Purchasing Officer**

APPROVED BY:

County Manager

WHITE COPY = PURCHASING DEPT.    YELLOW COPY = FINANCE DEPT.    PINK COPY = USER DEPT.



ENF 576	F-250	11,700
ENF 7005	F-250	11,300
ENF 7006	F-250	11,300
ENF 7007	F-250	11,300
ENF 7423	F-250	11,300
ENF 7424	F-250	11,300

ES 267	TRAILER	10,000	
ES 268	TRAILER	10,000	
ES 269	TRAILER	10,000	
ES 270	TRAILER	10,000	
ES 271	TRAILER	10,000	
ES 344	LOADER	48,500	
ES 379	F-550	19,500	
ES 7391	CAT LOADER	12,412	
ES 7392	CAT LOADER	12,412	
ES 7708	GENERATOR		229HP
ES 8243	LOADER	12,412	

FG 643	LOADER		85HP
FG 645	F-800	33,000	
FG 678	LOADER	23,000	
FG 691	MANLIFT	30,300	
FG 695	MOWER	12,000	
FG 704	TRACTOR		85HP
PK 203	TRACTOR		85HP
PK 274	TRACTOR		85HP
PK 275	BACKHOE	14,500	
PK 288	DUMP TRUCK	35,000	
PK 293	TRAILER	11,120	
PK 298	TRACTOR		85HP
PK 306	TRAILER	36,000	
PK 318	F-250	10,934	
PK 345	F-250	10,500	
HNR 7023	F-350	15,000	
HNR 7024	F-350	11,262	
HNR 712	F-250	10,650	
HNR 714	F-350	14,250	
HNR 721	F-250	10,650	
HNR 728	CHIPPER		85HP
HNR 731	TRACTOR		85HP
HNR 733	WATER TRUCK	35,000	
HNR 7420	F-450	28,500	
HNR 7421	F-450	28,500	
HNR 7422	SKID STEER	23,000	
HNR8630	F-250	10,000	
HNR9124	LOADER		
HNR9403	FREIGHTLINER	18,100	

<u>VEHICLE</u>	<u>DESCRIPTION</u>	<u>GVW</u>	<u>HP</u>
RB 946	WATER TRUCK	33,000	
RB 1047	DUMP TRUCK	33,000	
RB 1236	LOWBOY	119,600	
RB 1286	LOADER	30,500	
RB 1395	GENERAC		85HP
RB 1441	DUMP TRUCK	62,000	
RB 1514	ROLLER	21,000	
RB 1524	LOADER	24,000	
RB 1570	LOADER	24,000	
RB 1614	F-350	12,655	



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT:

The County property from Public Safety listed below is to be junked and/or destroyed and removed from the Board's inventory.

County ID.	Description	Serial No.	Condition	DOP
CD-2627	PhD+ Gas Detector	29878	Inoperative	2/05

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description

- ▣ Inventory - junked/removed

REVIEWERS:

Department	Reviewer	Action	Date	Comments
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No Reviewers Available



FROM: Public Safety  
TO: Stephanie C. Kopelousos, County Manager  
VIA: Clay County Finance Dept.  
SUBJECT: County Property Receipts and Transfers

DATE: 1/5/17

REF: (A) Chapter 274, Florida Statutes  
(B) Rule 69I-73 of the Chief Financial Officer's Division of Accounting and Auditing

In accordance with references (A) and (B), all County property that is to be junked, destroyed or stored will be referred to the Comptroller's Office for a designated place of storage. These items shall remain on the Department's inventory until approved by the Board of County Commissioners for final disposition.

In accordance with paragraph 1 above, I hereby submit the following:

- (a) ( ) Through inter-departmental transfer, this Department assumes custody of the property listed below.
- (b) ( x ) The County property listed below is to be junked and/or destroyed, and removed from the Boards inventory.
- (c) ( ) The County property listed below has some cash value and it is requested that it be stored as surplus property subject to transfer or public auction.
- (d) ( ) Request units below be declared surplus and used for trade-in. Unit is not repairable.

Co. ID #	DESCRIPTION	SERIAL NO.	COST	CONDITION	DOP
CD-2627	PhD+ Gas Detector	29878	1995.50	Inoperative	2/05

Memo: Meter sensors are no longer available. No replacement sensor exists and O2 sensor failed.

Custodian signature signifies compliance with Board Policy on disposal of surplus computers if applicable.

Approved \_\_\_\_\_

  
Custodian

C: Inventory Control, Finance Department

16  
FINANCE # \_\_\_\_\_



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT:

The County property from Public Safety listed below has some cash value and is requested that it be stored as surplus property and be used as trade-in towards like product.

County ID.	Description	Serial No.	Condition	DOP
0000003991	Life Pak Battery Charger	13525522	Obsolete	8/28/01
0000003992	Life Pak Battery Charger	13525523	Obsolete	8/28/01
0000003993	Life Pak Battery Charger	13534306	Obsolete	8/28/01
0000003994	Life Pak Battery Charger	13525512	Obsolete	8/28/01
0000003995	Life Pak Battery Charger	13561018	Obsolete	8/28/01
0000003996	Life Pak Battery Charger	13553550	Obsolete	8/28/01
0000003997	Life Pak Battery Charger	13556337	Obsolete	8/28/01
0000003998	Life Pak Battery Charger	13556345	Obsolete	8/28/01
0000003999	Life Pak Battery Charger	13556351	Obsolete	8/28/01
0000004000	Life Pak Battery Charger	13520089	Obsolete	8/28/01
0000004001	Life Pak Battery Charger	13561013	Obsolete	8/28/01
0000004002	Life Pak Battery Charger	13561012	Obsolete	8/28/01
0000004004	Life Pak Battery Charger	11426104	Obsolete	8/28/01
0000005589	Life Pak 12	33252961	Obsolete	5/24/05
0000005590	Life Pak 12	33252962	Obsolete	5/24/05
0000006225	Life Pak 12	34349347	Obsolete	5/23/06
0000006226	Life Pak 12	34319349	Obsolete	5/23/06
0000006620	Life Pak 12	34959842	Obsolete	12/12/06
0000006621	Life Pak 12	34959844	Obsolete	12/12/06
0000006946	Life Pak 12	35842826	Obsolete	9/25/07
0000006947	Life Pak 12	35842827	Obsolete	9/25/07
0000006948	Life Pak 12	35842828	Obsolete	9/25/07
0000006949	Life Pak 12	35842829	Obsolete	9/25/07

0000006950	Life Pak 12	35842830	Obsolete	9/25/07
0000006951	Life Pak 12	35842831	Obsolete	9/25/07
0000006952	Life Pak 12	35842856	Obsolete	9/25/07
0000006953	Life Pak 12	35844307	Obsolete	9/25/07
0000007217	Life Pak 12	36530391	Obsolete	5/13/08
0000007218	Life Pak 12	36542953	Obsolete	5/13/08
0000007219	Life Pak 12	36543106	Obsolete	5/13/08
0000007220	Life Pak 12	36543113	Obsolete	5/13/08
0000007221	Life Pak 12	36543116	Obsolete	5/13/08
0000007461	Life Pak 12	38129656	Obsolete	6/30/09

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description

▣ Inventory - trade-in

REVIEWERS:

Department	Reviewer	Action	Date	Comments
------------	----------	--------	------	----------

No Reviewers Available

FROM: Bernita Bush, Logistics Captain  
TO: Stephanie C. Kopelousos, County Manager  
VIA: Clay County Finance Dept.  
SUBJECT: County Property Receipts and Transfers

DATE: 6 January 2017

REF: (A) Chapter 274, Florida Statutes  
(B) Rule 69I-73 of the Chief Financial Officer's Division of Accounting and Auditing

In accordance with references (A) and (B), all County property that is to be junked, destroyed or stored will be referred to the Comptroller's Office for a designated place of storage. These items shall remain on the Department's inventory until approved by the Board of County Commissioners for final disposition.

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- (c) ( ) The County property listed below has some cash value and it is requested that it be stored as surplus property subject to transfer or public auction.
- (d) ( **XX** ) **Property has trade-in value toward county-approved purchase of LP15 cardiac monitors**

Co. ID #	DESCRIPTION	SERIAL NO.	COST	CONDITION	DOP
	(13) LP 12 battery chargers				
	(20) LP 12 defib				
Memo:					

Custodian signature signifies compliance with Board Policy on disposal of surplus computers if applicable.

Approved \_\_\_\_\_

  
Custodian

C: Inventory Control, Finance Department

FINANCE # 1c

<b>ASSEST ID #</b>	<b>DESCRIPTION</b>	<b>SERIAL #</b>	<b>COST</b>	<b>DOP</b>	<b>LOCATION</b>	
'0000003991	Life Pak Battery Charger	13525522	1615	8/28/2001	St. 11	CD 2450
'0000003992	Life Pak Battery Charger	13525523	1615	8/28/2001	St. 24	CD 2451
'0000003993	Life Pak Battery Charger	13534306	1615	8/28/2001	Logistics	CD 2352
'0000003994	Life Pak Battery Charger	13525512	1615	8/28/2001	St.13	CD 2453
'0000003995	Life Pak Battery Charger	13561018	1615	8/28/2001	St.14	CD 2454
'0000003996	Life Pak Battery Charger	13553550	1615	8/28/2001	St. 15	CD 2455
'0000003997	Life Pak Battery Charger	13556337	1615	8/28/2001	St 23	CD 2456
'0000003998	Life Pak Battery Charger	13556345	1615	8/28/2001	St 17	CD 2457
'0000003999	Life Pak Battery Charger	13556351	1615	8/28/2001	St 18	CD 2458
'0000004000	Life Pak Battery Charger	13520089	1615	8/28/2001	St 19	CD 2459
'0000004001	Life Pak Battery Charger	13561013	1615	8/28/2001	St 20	CD 2460
'0000004002	Life Pak Battery Charger	13561012	1615	8/28/2001	St 26	CD 2461
'0000004004	Life Pak Battery Charger	11426104	1615	8/28/2001	St 25	CD 2463
'0000005589	Life Pak 12	33252961	22179.5	5/24/2005	St 22	CD 2645
'0000005590	Life Pak 12	33252962	22179.5	5/24/2005	St 24	CD 2646
'0000006225	Life Pak 12	34349347	17750.1	5/23/2006	St.11	CD 2673
'0000006226	Life Pak 12	34319349	17750.1	5/23/2006	St 25	CD 2674
'0000006620	Life Pak 12	34959842	16750	12/12/2006	St 13	CD 2692
'0000006621	Life Pak 12	34959844	16750	12/12/2006	St 20	CD 2693
'0000006946	Life Pak 12	35842826	249995	9/25/2007	Logistics	PS 2729
'0000006947	Life Pak 12	35842827	24995	9/25/2007	St 23	PS 2730
'0000006948	Life Pak 12	35842828	24995	9/25/2007	St 20	PS 2731
'0000006949	Life Pak 12	35842829	24995	9/25/2007	St 19	PS 2732
'0000006950	Life Pak 12	35842830	24995	9/25/2007	St 25	PS 2733
'0000006951	Life Pak 12	35842831	24995	9/25/2007	St 18	PS 2734
'0000006952	Life Pak 12	35842856	24995	9/25/2007	St 11	PS 2735
'0000006953	Life Pak 12	35844307	24995	9/25/2007	St.22	PS 2736
'0000007217	Life Pak 12	36530391	18417.8	5/13/2008	St. 15	
'0000007218	Life Pak 12	36542953	18417.8	5/13/2008	St. 26	
'0000007219	Life Pak 12	36543106	18417.8	5/13/2008	St. 17	
'0000007220	Life Pak 12	36543113	18417.8	5/13/2008	Bat. 2	
'0000007221	Life Pak 12	36543116	18417.8	5/13/2008	St. 23	
'0000007461	Life Pak 12	38129656	207100	6/30/2009	St.13	





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT:

The County IT equipment listed below will be sent to recycling pending a 45 day holding period for any potential continued usage by other County departments or agencies.

County ID.	Description	Serial No.	Condition	DOP
N/A	Misc. non inventory items	See attached		
CCHC-1080	Dell 4600 Server	HPQB051	Poor	6/21/04
CCHC-1271	Tape Backup 110T	7ZHD4B1	Average	7/18/06
CCHC-1277	Dell D820 Laptop	3J84PB1	Avg/Dead Bat	9/7/06
0000007053	Polycom Vortex	D20837703217	Unknown	11/1/07
0000008113	Dell E6510 Laptop	98PVWN1	Average	1/12/11
0000008422	NEC 52in Monitor LCD	9Y001536NA	Broken	5/11/12
0000007568	Dell E6400 Laptop	GY1N3K1	Average	8/8/09
0000007601	Dell E6500 Laptop	G3LZVK1	Average	9/22/09
0000007604	Dell E6500 Laptop	53LZVK1	Average	9/22/09
0000007607	Dell E6500 Laptop	6V61WK1	Average	9/22/09

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description

▣ Inventory - IT recycling

REVIEWERS:

Department	Reviewer	Action	Date	Comments
------------	----------	--------	------	----------

No Reviewers Available

FROM: Heather Huffman, Administrator (Clay CHD)

DATE: 1/12/2017

TO: Stephanie C. Kopelousos, County Manager

VIA: Clay County Finance Dept.

SUBJECT: County Property Receipts and Transfers

REF: (A) Chapter 274, Florida Statutes

(B) Rule 69I-73 of the Chief Financial Officer's Division of Accounting and Auditing

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- (c) ( ) The County property listed below has some cash value and it is requested that it be stored as surplus property subject to transfer or public auction.
- (d) ( X ) The County IT equipment listed below will be sent to recycling pending a 45 day holding period for any potential continued usage by other County departments or agencies.

Co. ID #	Description	Serial No.	Cost	Condition	DOP
	SEE PG 2 NON INVENTORY				

Memo: #7053 Polycom was re-acquired a few years ago from EOC but never used due to licensing.

Custodian signature signifies compliance with Board Policy on disposal of surplus computers if applicable.

Approved 

\_\_\_\_\_  
Custodian

C: Inventory Control, Finance Department

FINANCE #

1d

### NON-Inventory Surplus Supplemental

Co. ID #	Description	Serial No.	Cost	Condition	DOP
NONE	Welch Allyn AED10	NA037889	Unknown	FAIR	10/13/2009
NONE	Welch Allyn AED10	NA037549	Unknown	FAIR	10/13/2009
NONE	Welch Allyn AED10	NA039603	Unknown	FAIR	10/13/2009
NONE	Welch Allyn AED10	NA046845	Unknown	FAIR	10/13/2009
NONE	Welch Allyn AED10	NA037168	Unknown	FAIR	10/13/2009
L-304	Dell Optiplex 755	FYYBFG1	837.00	FAIR	06/06/2008
L-256	Dell Optiplex 780	3BZVPM1	943.25	FAIR	05/20/2010
L-259	Dell Optiplex 780	4CZVPM1	943.25	FAIR	05/20/2010
L-260	Dell Optiplex 780	5BZVPM1	943.25	FAIR	05/20/2010
L-261	Dell Optiplex 780	5CZVPM1	943.25	FAIR	05/20/2010
L-264	Dell Optiplex 780	7BZVPM1	943.25	FAIR	05/20/2010
L-266	Dell Optiplex 780	8BZVPM1	943.25	FAIR	05/20/2010
L-448	Dell Optiplex 780	HM71VR1	891.43	FAIR	11/03/2011

FROM: Heather Huffman, Administrator (Clay CHD)

DATE: 1/12/2017

TO: Stephanie C. Kopelousos, County Manager

VIA: Clay County Finance Dept.

SUBJECT: County Property Receipts and Transfers

REF: (A) Chapter 274, Florida Statutes

(B) Rule 69I-73 of the Chief Financial Officer's Division of Accounting and Auditing

In accordance with references (A) and (B), all County property that is to be junked, destroyed or stored will be referred to the Comptroller's Office for a designated place of storage. These items shall remain on the Department's inventory until approved by the Board of County Commissioners for final disposition.

In accordance with paragraph 1 above, I hereby submit the following:

- (a) ( ) Through inter-departmental transfer, this Department assumes custody of the property listed below.
- (b) ( ) The County property listed below is to be junked and/or destroyed, and removed from the Boards inventory.
- (c) ( ) The County property listed below has some cash value and it is requested that it be stored as surplus property subject to transfer or public auction.
- (d) ( X ) The County IT equipment listed below will be sent to recycling pending a 45 day holding period for any potential continued usage by other County departments or agencies.

Co. ID #	Description	Serial No.	Cost	Condition	DOP
CCHC-1080	DELL 4600 SERVER	HPQB051	6,405	Poor	6/21/04
CCHC-1271	TAPE BACKUP 110T DELL	7ZHD4B1	4,334	Average	7/18/06
CCHC-1277	DELL D820 LAPTOP	3J84PB1	2587.06	Avg/Dead Bat	9/7/06
0000007053	POLYCOM VORTEX	D20837703217	8465.38	Unknown	11/1/07
0000008113	DELL E6510 LAPTOP	98PVWN1	2000	Average	1/12/11
0000008422	NEC 52IN MONITOR LCD	9Y001536NA	2800	Broken	5/11/12
0000007568	DELL E6400 LAPTOP	GY1N3K1	2072.37	Average	8/8/09
0000007601	DELL E6500 LAPTOP	G3LZVK1	1898.40	Average	9/22/09
0000007604	DELL E6500 LAPTOP	53LZVK1	1898.40	Average	9/22/09
0000007607	DELL E6500 LAPTOP	6V61WK1	1898.40	Average	9/22/09

Memo: #7053 Polycom was re-acquired a few years ago from EOC but never used due to licensing.

Custodian signature signifies compliance with Board Policy on disposal of surplus computers if applicable.

Approved 

Custodian

C: Inventory Control, Finance Department

FINANCE # 





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT:

Approval of payments to vendors as per the check register dated January 24, 2017.

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

Comments

No Reviewers Available



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT:

Partial payment to Waste Management, Inc. for operation of the transfer station facility for the month of December 2016, in the amount of \$526,646.04, from the Environmental Services Fund, C/N 05/06-128A.

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description

- ▣ Waste Management

REVIEWERS:

Department Reviewer	Action	Date	Comments
No Reviewers Available			

842075

# 842075

## Invoice # Dec16-744-1

AMOUNT DUE TO WASTE MANAGEMENT, INC. OF FLORIDA  
FOR OPERATION OF TRANSFER STATIONS  
AND YARD TRASH FACILITY  
December 2016

TYPE OF WASTE	TOTAL TONS	COST PER TON	AMOUNT
CLASS I - OUT	✓ 11,189.39	\$ 33.00	\$ 369,249.87 ✓
C & D - OUT	✓ 4,580.44	\$ 28.02	\$ 128,343.93 ✓
YARD TRASH - IN	✓ 1,405.51	\$ 21.17	\$ 29,754.65 ✓
YARD TRASH DISPOSAL FEE CREDIT - OUT	✓ 1,160.54	\$ (0.55)	\$ (638.30) ✓
YARD TRASH DISPOSAL FEE CREDIT - OUT BY OTHER	✓ 11.53	\$ (5.56)	\$ (64.11) ✓
YARD TRASH DISPOSAL FEE CREDIT - OUT TO COUNTY OWNED SITE	0	\$ (1.13)	\$ -

TOTAL TO BE PAID . . . . .

\$ 526,646.04

**PARTIAL**

I personally acknowledge by my signature the following:

- All purchasing procedures were properly administered
- All goods and/or services related to this invoice were properly received on county property and/or for county approved purposes
- The price, quantity and quality are correct and acceptable
- The appropriate county records are on file to substantiate this payment
- Approval to pay as a county purchasing agent

  
ALAN ALTMAN  
Solid Waste Deputy Director

DATE 1-6-12

FINANCE # 2b



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT:

Partial payment to St. Denis & Davey, PA for legal services concerning Clay County v. Reynolds, Smith & Hill, Inc., in the amount of \$1,643.99, invoice number 21402, from the General Fund, C/N 13/14-77.

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description

▣ Clay v RS&H

REVIEWERS:

Department Reviewer

Action

Date

Comments

No Reviewers Available

Clay County

Clay County v. RSH

905295

Page: 2  
12/20/2016  
Account No: 26-05  
Statement No: 21402

Total Expenses

445.05

Advances

11/04/2016

Geoffrey Lutz - mileage in connection with client meeting 10/25/16

Total Advances

Total Current Work

23.94 35.64  
35.64

1,643.99 1,655.69

Payments

12/15/2016

Payment on Account - Thank You.

-2,525.00

Balance Due

Q  
\$1,643.99 \$1,655.69

I personally acknowledge by my signature the following:

- All purchasing procedures were properly administered
- All goods and/or services related to this invoice were properly received on county property and/or for county approved purposes
- The price, quantity and quality are correct and acceptable
- The appropriate county records are on file to substantiate this payment
- Approval to pay as a county purchasing agent

Courtney K. Grimm  
County Attorney

Date

1.10.17

001-0301-531200

FINANCE #

2c





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT:

Partial payment to Advanced Disposal Services Jacksonville, LLC for residential solid waste and recyclables collection services for the month of December 2016, in the amount of \$596,861.85, from the Universal Collection Fund, C/N 05/06-172.

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description

- ▣ Advanced Disposal

REVIEWERS:

Department Reviewer	Action	Date	Comments
No Reviewers Available			

## ATTACHMENT TO PAYMENT REQUEST

903367

CLAY COUNTY CONTRACT #05/06-172  
EXCLUSIVE RESIDENTIAL COLLECTION SERVICE  
Total Billable Units - December 2016Invoice # Dec-16

1 Total Units on 2016/2017 Tax Roll (See Attached "Adjustments" Worksheet)	63,638	
2 Certificates of Occupancy From Building Department 1/1/16 thru 11/30/16 (Have Paid Prorated Assessment)	740	
3 New Dwellings Not Previously Included ("New Dwellings" worksheet attached)	November 2016	
3a Before the 15th	0	
3b After the 15th	0	
Total	0	0
Note: New dwelling CO(s) for September received in October. September compensation is added here, October is added below (item 4).		
4 New Dwellings (See Attached "New Dwellings" Worksheet)	December 2016	
4a Before the 15th	48 ✓	48
4b After the 15th	62 ✓	
Total	110 ✓	
5 Commercial Hand Load Customers (See attached Commercial Hand worksheet)	December 2016	
5a Before the 15th	37	37
5b After the 15th	0 ✓	
Total	37 ✓	
6 Sub-Total of Units Served; Full Month (1+2+3+4a+5a)		64,463
7 Sub-Total of Units Served before the 15th Without Compensation (3a)	November 2016	0
8 Total Units Served Full Month		64,463 ✓
9 Sub-Total of Units Served after the 15th Without Compensation (3b)	November 2016	0
10 Sub-Total of Units Served; Half Month (4b+5b)		62
11 Total Units Served Half Month		62 ✓
12 TOTAL UNITS (8 + 11)		64,525 ✓
13 AMOUNT DUE - FULL MONTH BILLABLE UNITS (Item 8)	64,463 X	\$11.10 \$715,539.30 ✓
14 AMOUNT DUE - HALF MONTH BILLABLE UNITS (Item 11)	62 X ✓	\$5.550 \$344.10 ✓
15 CREDIT FOR CORRECTED ASMT. OCT -NOV 2015 (18 Units x 2 mth)	-36 X	\$11.80 (\$424.80) ✓
16 CREDIT FOR CORRECTED ASMT. DEC 15 - SEP 2016 (10 Units x 10 mth)	-100 X	\$11.10 (\$1,998.00) ✓
17 CREDIT FOR CORRECTED ASMT. OCT - DEC 2016 (48 Units x 3 mth)	-48 X	\$11.10 (\$532.80) ✓
18 CREDIT FOR CORRECTED ASMT. JAN 2017 - SEP 2017 (0 Units x 9 mth)	0 X	\$11.10 \$0.00
19 FUEL ADJUSTMENT (See Attached "Fuel Adjustment Worksheet")		\$ (116,065.95) ✓
All purchases and/or services were properly administered All goods and/or services related to this invoice were properly received on county property and/or for county use The price, quantity and quality are correct and acceptable The appropriate county records are on file to substantiate this payment Approval to pay as a county purchasing agent		
20 GRAND TOTAL DUE (13 through 19)	December 2016	\$596,861.85 ✓

Tania Jolley  
Assessment CoordinatorATAN ALTMAN  
Solid Waste Deputy Director

DATE

FINANCE #

PARTIAL



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT:

Partial payment to Michael Kahn, PA for legal services rendered concerning the case Clay County v. James T. Otto, in the amount of \$615.00, invoice number 4475, from the General Fund, C/N 15/16-65.

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description

▣ Clay v. Otto

REVIEWERS:

Department Reviewer

Action

Date

Comments

No Reviewers Available

905270



**Michael Kahn, P.A.**  
482 N. Harbor City Blvd.  
Melbourne, FL 32935  
321-242-2564 Fax: 321-254-2127

# INVOICE

Invoice No.	4475
Date	12/31/2016
Terms	Due on receipt

Bill To

Clay County  
c/o Courtney Grimm  
P.O. Box 1366  
Green Cove Springs, FL 32043-1366

Courtney.Grimm@claycountygov.com

**Case: James Otto**

DATE	SERVICES RENDERED	HOURS	RATE	AMOUNT
12/19/2016	ATTORNEY BILLING: Review motion for contempt of court order; prepare revisions to motion; prepare warning e-mail to Mr. Otto; instructions to paralegal	1.1	300.00	330.00
	Subtotal-Attorney Fees			330.00 ✓
12/2/2016	PARALEGAL BILLING: Prepare motion for contempt for attorney review.	1	150.00	150.00
12/5/2016	Prepare e-mail correspondence to Judge Sharrit's JA (LC) re: whether any times have become available in Dec for hearing on motion for contempt. (Per JA, the case will be reassigned in January).	0.1	150.00	15.00
12/6/2016	Organize photos sent from client and from Mr. Otto for attorney review.	0.2	150.00	30.00
12/9/2016	Prepare e-mail correspondence to Judge Sharrit's JA (LC) re: whether any times have become available in Dec for hearing on motion for contempt.	0.1	150.00	15.00
12/13/2016	Prepare e-mail correspondence to Judge Sharrit's JA (LC) re: whether any times have become available in Dec for hearing on motion for contempt.	0.1	150.00	15.00
12/14/2016	Prepare e-mail correspondence to (newly assigned) Judge Lester's JA (JR) requesting hearing dates and times after Jan 1, 2017 for motion for contempt.	0.1	150.00	15.00
12/20/2016	Amend motion for contempt per attorney instructions, send to attorney for review and signature.	0.2	150.00	30.00
12/21/2016	File and serve motion for contempt, mail motion for contempt to Mr. Otto via US mail.	0	150.00	0.00
12/30/2016	Teleconference with county attorney's assistant (Daphne) to coordinate hearing time for motion for contempt [nc]. Prepare e-mail correspondence with Judge Lester's JA (JR) requesting hearing on Mar 6 @ 11:15.	0.1	150.00	15.00
	Subtotal-Paralegal Fees			285.00 ✓
	TOTAL CURRENT FEES			615.00 ✓

001-0301-531200

**I personally acknowledge by my signature the following:**

- All purchasing procedures were properly administered
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- The price, quantity and quality are correct and acceptable
- The appropriate county records are on file to substantiate this payment
- Approval to pay as a county purchasing agent

*Courtney K. Grimm*  
Courtney K. Grimm  
County Attorney

Date 1.12.17

\* This invoice does not reflect all telephone conversations and/or e-mails sent or received.

We appreciate your prompt payment.

For billing inquiries please email: [accounting@MichaelKahnPA.com](mailto:accounting@MichaelKahnPA.com)

Invoice Total	\$615.00
Payments/Credits	\$0.00
<b>BALANCE DUE</b>	<b>\$615.00</b>

FINANCE # 2e





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT:

Clay County Finance Department request ratification of:

1. Payroll dated January 17, 2017

- Check numbers 475985 - 475996, in the amount of \$15,028.73
- Check numbers 477436 - 477984, in the amount of \$47,128.79
- Direct deposits, in the amount of \$575,984.53
- Payroll related expenditures, check numbers 309155 - 309187, including tax EFT, in the amount of \$828,175.26

2. Voids, handwrites and electronic funds transfers from December 26, 2016 - January 9, 2017, in the net amount of \$19,479.93

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

Comments

No Reviewers Available





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT:

Clay County Finance Department requests authorization to refund:

1. Wiggins Construction of North Florida, Inc. for a driveway application fee that was applied twice, in the amount of \$25.00, from the Municipal Services fund, as per the attached memorandum from the Economic & Development Services Division.

2. MyFloridaCounty.com for credit card charges made in error as per the terms of our agreement, in the total amount of \$2,033.20, from the Building Fund, as per the attached memorandum from the Finance Department.

3. Cree's Trees for a cash bond that is no longer necessary, in the amount of \$1,000.00, from the Municipal Services Fund, as per the attached memorandum from the Planning and Zoning Division.

4. Solid Waste Assessment Fees and Collection Fees to certain individuals', in the total amounts of \$80.64 and \$140.54, from the Solid Waste Fund and Universal Collection Fund, respectively, as per the attached memorandum from Environmental Services.

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description

- ▣ Driveway Refund
- ▣ MyFlorida.com Refund
- ▣ Cash Bond Refund
- ▣ Solid Waste Refunds

REVIEWERS:

Department	Reviewer	Action	Date	Comments
No Reviewers Available				



Department of Economic & Development Services

Memorandum

TO: Fran Atkins  
Finance Department

FROM: Teresa Capo *TC*  
Economic & Development Services Coordinator

DATE: January 4, 2017

SUBJECT: Refund for Driveway Permit Application

---

Please reimburse Wiggins Construction Company of North Florida, Inc. \$25.00 for a Driveway Culvert Application fee. Driveway application applied for at 817 Floyd Street (DRIVE-2016000135) is no longer needed. Applicant pulled another application for the same location (DRIVE-2016000200) which has been processed thru the Public Works Department.

The name and address is:

Wiggins Construction of North Florida, Inc.  
91 Branscomb Road, Suite 17  
Green Cove Springs, FL 32043

Thank you for your cooperation in this matter.

Should you have additional questions, please contact this office.



## CLAY COUNTY FLORIDA

### Finance Division

477 Houston Street  
4th Floor, Admin. Building  
P.O. Box 988  
Green Cove Springs, FL  
32043

Phone: (904) 529-3646  
(904) 278-3646  
Fax: (904) 529-4749

### County Manager

Stephanie C. Kopelousos

### Commissioners:

Mike Cella  
District 1  
Wayne Bolla  
District 2  
Dian E. Hutchings  
District 3  
Buck Burney  
District 4  
Gayward Hendry  
District 5

### Switchboard:

GCS (904) 284-6300  
KH (352) 473-3711  
KL (904) 533-2111  
OP/MBG (904) 269-6300

[www.claycountygov.com](http://www.claycountygov.com)

## MEMORANDUM

DATE: January 5, 2017  
TO: The Clay County Board of County Commissioners  
FROM: Clayton Meng, Finance Director   
SUBJECT: Request for refund

The following summarizes credit card charges made in error. The cardholders have received refunds from MyFloridaCounty.com acting as agent for Clay County Board of County Commissioners. Under the terms of the agreement with MyFloridaCounty.com, Clay County Board of County Commissioners will reimburse MyFloridaCounty.com, on a monthly basis, for any refunds made. The attached invoice from MyFloridaCounty.com summarizes the reimbursement requested for the month of December, 2016. An itemized listing is attached. A check in the amount of \$ 2,033.20 payable to MyFloridaCounty.com is hereby requested.

See attached list \$ 2,033.20

Total reimbursement \$ 2,033.20

### Accounting Distribution:

Inspection fees	acct # 138-322100	\$	2,033.20
Library fines	acct # 113-352000	\$	0.00
County Pound Fees	acct # 001-346402	\$	0.00
Camp Chowenwaw	acct # 001-362000	\$	0.00

FINANCE # 362



**CLAY COUNTY  
FLORIDA**

**Department of Economic  
and Development Services**

Post Office Box 1366  
Green Cove Springs, FL  
32043-1365

Phone (904) 541-3814  
(904) 529-3814  
Fax (904) 278-3639

**County Manager**  
S. C. Kopelousos

**Commissioners**  
Mike Cella  
District 1

Wayne Bolla  
District 2

Diane Hutchings  
District 3

Buck Burney  
District 4

Gayward Hendry  
District 5

**Switchboard**  
GCS (904) 284-6300  
KH (352) 473-3711  
KL (904) 533-2111  
OP/MBG (904) 269-6300

[www.claycountygov.com](http://www.claycountygov.com)

**Memorandum**

**To:** Don Moore, Finance Director  
**From:** Kristi Hudson  
**Date:** January 10, 2017  
**Re:** Refund Request

---

Cree's Trees is requesting a refund for their cash bond paid on November 16, 2016 application number 2016000013 in the amount of \$1,000.00. Please mail the refund to Brian Cree, 2019 Cornell Road, Middleburg, FL 32068. Mr. Cree can be contacted at (904) 254-9244 if you have any further questions.

FINANCE #

363





**CLAY COUNTY  
FLORIDA**

**Finance Division**

P.O. Box 988  
477 Houston Street  
4th Floor, Admin. Building  
Green Cove Springs, FL  
32043

Area code: 904  
Phone: 529-3646  
278-3646  
Fax: 278-4749

**County Manager**  
Stephanie C. Kopelousos

**Commissioners:**

Mike Cello  
District 1  
Wayne Bolla  
District 2  
Diane Hutchings  
District 3  
Buck Burney  
District 4  
Gayward Hendry  
District 5

**Switchboard:**

GCS (904) 284-6300  
KH (352) 473-3711  
KL (904) 533-2111  
OP/MBG (904) 269-6300

[www.claycountygov.com](http://www.claycountygov.com)

**MEMORANDUM**

**TO:** Stephanie C. Kopelousos  
County Manager

**FROM:** Clayton Meng *CM*  
Finance Director

**SUBJECT:** Solid Waste Assessment Refunds

**DATE:** January 11, 2017

---

I am requesting that the property owners listed (See Attached) be reimbursed for Solid Waste Disposal/Collection fees that were either paid in error, or have received an exemption under provisions of the Solid Waste Assessment Ordinance 93-19. Your cooperation in this matter is greatly appreciated. Thank You.

Disposal fee	\$ 80.64
Collection fee	<u>\$140.54</u>
<b>Total Reimb.</b>	<b>221.18</b>

CRM/cpa

FINANCE #

364



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County Commissioners

DATE: 1/16/2017

FROM: Holly Coyle

SUBJECT:

The Branan Field Land Development Regulations (LDRs) provide general standards for parcels zoned for residential and nonresidential use prior to the adoption of the Branan Field Plan. The LDRs do not, however, address properties zoned for agricultural use prior to the adoption of the Plan. The attached ordinance will resolve this inconsistency.

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ BCC Memo 011717	Cover Memo	1/17/2017	BCC_Memo_011717.pdf
▢ Ordinance	Ordinance	1/17/2017	Ordinance.docx

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Coyle, Holly	Approved	1/17/2017 - 10:34 AM	
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 2:03 PM	



**Department of Economic  
and Development Services**

**Memorandum**

**To:** Board of County Commissioners  
**From:** Holly Coyle, Economic and Development Services Director  
**Date:** January 17, 2017  
**Re:** Final public hearing to consider an amendment to the Branan Field Land Development Regulations to revise the provisions for existing agricultural properties

---

**Issue:** The Branan Field Land Development Regulations (LDRs) provide general standards for parcels zoned for residential and nonresidential use prior to the adoption of the Branan Field Plan. The LDRs do not, however, address properties zoned for agricultural use prior to the adoption of the Plan.

**Background:** *Residential* land uses, developed lots of record, developments created prior to plan adoption, and properties identified on the Master Plan Map as Existing Suburbs are exempt from the requirements of the Branan Field LDRs.

Parcels with *nonresidential* zoning designations prior to adoption of the Master Plan may develop consistent with the uses identified in the zoning district at the time of Plan adoption.

While staff has interpreted this provision to be true for parcels zoned for agricultural use prior to Plan adoption, it is not specifically stated in the LDR document. For this reason, staff is proposing to amend the LDRs to add the provision that parcels zoned for agricultural use prior to the adoption of the Master Plan may also develop consistent with the uses identified in the zoning district at the time of Plan adoption.

**Recommendation:** Approval of the ordinance as presented.

ORDINANCE 2016/17-

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING CERTAIN SECTIONS OF THE ZONING AND LAND USE LDRs TO WIT: REVISING SECTION 20.3-33A, WHICH SECTION PERTAINS TO THE BRANAN FIELD PLANNED UNIT DEVELOPMENT (BFPUD) LAND DEVELOPMENT REGULATIONS; REVISING SECTION IV TO AMEND THE PROVISIONS FOR EXISTING AGRICULTURAL PROPERTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners adopted Ordinance 93-16 which created Article III of the Clay County Land Development Code, said Article III being the Zoning and Land Use Land Development Code of Clay County, Florida; and

**WHEREAS**, on June 24, 2003, the Board adopted Ordinance 03-66, which amended the Clay County 2015 Comprehensive Plan by establishing the Branan Field Master Plan Goals, Objectives and Policies and Branan Field Master Plan Map; and,

**WHEREAS**, on March 23, 2004, the Board adopted Ordinance 04-18, which created Section 20.3-33A of the Zoning and Land Use LDRs by comprising the Branan Field Land Development Regulations; and,

**WHEREAS**, the zoning district known as the Branan Field Planned Unit Development (BFPUD) Zoning District provides land development regulations for certain lands within the Branan Field land use categories.

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Section IV, subsection 2, of Section 20.3-33A, of Article III, of the Clay County Land Development Code, Branan Field LDRs, is hereby added as follows:

2. Nonresidential. Existing nonresidential uses within the Branan Field Master Plan area at the time of Master Plan adoption shall be exempt from requirements of the Master Plan and LDRs. These properties shall be subject to provisions of the 2015 Comprehensive Plan, Zoning Code, and other applicable regulations in effect at the time of adoption of the Master Plan. However when expansion of such uses exceeds 1,000 square feet in size, new building and parking areas shall be subject to the LDRs.

Properties with zoning designations of AG, AR, BB, BB-1, BB-2, BB-3, BB-4, BB-5, PS-1, PS-2, PS-3, PS-4, PO-1, PO-2, PO-3, and PO-4 prior to adoption of the Master Plan may develop consistent with permitted and conditional uses identified in each of these zoning categories at the time of Master Plan adoption. However such uses must meet parking, landscaping, architectural, and other applicable standards of the LDRs. Finally, for areas that were under the PS-1, PS-2, PS-3, and PS-4 zoning districts prior to plan adoption and upon plan adoption were put into residential land use and zoning

where it is not feasible to designate such areas as Neighborhood Centers, applicants may obtain approval to expand from the Board of County Commissioners, providing that such use expansions will not result in a negative impact on adjacent residential uses due to reasons of traffic, noise, and other measures of intensity. Such expansions may not exceed the property and building area by more than two times.

**Section 2.** If any section, phrase, sentence or portion of the ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 3.** This ordinance shall become effective as prescribed by Florida general law.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this \_\_\_\_ day of February, 2017.

**BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Wayne Bolla  
Its Chairman

ATTEST:

\_\_\_\_\_  
S.C. Kopelousos  
County Manager and Clerk of the  
Board of County Commissioners





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County Commissioners

DATE: 1/18/2017

FROM: Carolyn Morgan, Chief Planer

SUBJECT: Consider adoption of CPA 2016-09, Anderson Columbia, to amend land use from Agriculture and Industrial Park to Mining on 134.35 acres, located near Highlands and US 301, in Commission District 4, Mr. Burney.

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

Planning Commission recommended adoption 6-0, on November 1, 2016. BCC voted to transmit to DEO and reviewing agencies on November 22, 2016 on a vote of 5-0. DEO and the other reviewing agencies have not comment.

Planning Requirements:

Public Hearing Required (Yes/No):

**Yes**

Hearing Type: Comprehensive Plan Amendment Adoption Hearing

Initiated By: Applicant

Rich Komando, Kopelousos, Bradley and Garrison, P.A., agent for Anderson Columbia Company, Inc.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ BCC cover memo CPA 2016-09 Adoption	Cover Memo	1/18/2017	BCC_adoption_memo_CPA_16-09_Anderson_Columbia_010516.pdf
▢ Staff Memo CPA 2016-09	Cover Memo	1/18/2017	CPA_16-09_Anderson_Columbia_staff_memo_093016.pdf

▢ Ordinance CPA 2016-09	Cover Memo	1/18/2017	Draft_Ordinance_CPA_2016- 09_Anderson_Columbia_101116.pdf
▢ PC Presentation cpa 2016-09	Cover Memo	1/18/2017	CPA_2016- 09TAndersonColumbia_PC_ppt_11o116.pptx
▢ application CPA 2016-09	Cover Memo	1/18/2017	CPA_2016- 09_Anderson_Columbia_Application.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Planning	Lehman, Ed	Approved	1/18/2017 - 1:47 PM	
Planning	Coyle, Holly	Approved	1/18/2017 - 1:54 PM	



**Department of Economic  
and Development Services**

**Memorandum**

**To:** Board of County Commissioners

**From:** Carolyn Morgan, AICP  
Chief Planner

**Date:** January 24, 2017

**Re:** Public Hearing to consider Adoption of Large Scale Comprehensive Plan Amendment 2016-09, Anderson Columbia.

---

**Issue:** Consider adoption of CPA 2016-09, Anderson Columbia, to amend 134.35 acres from Agriculture (AG) to Mining, located east of US 301 in the Highland area. The subject property is in Commission District 4 (Mr. Burney.)

**Background:** The Planning Commission held a public hearing on November 1, 2016 and recommended approval 6-0. The BCC voted 5-0 to transmit to DEO and the reviewing agencies on November 22, 2016. DEO and the other reviewing agencies have reviewed CPA 2016-09 and did not issue comments.

**Recommendation:** Staff recommends approval.



**Department of Economic  
and Development Services**

**Memorandum**

**To:** Planning Commission  
**From:** Carolyn Morgan, Chief Planner  
**Date:** November 1, 2016  
  
**Re:** CPA 2016-09 Anderson Columbia

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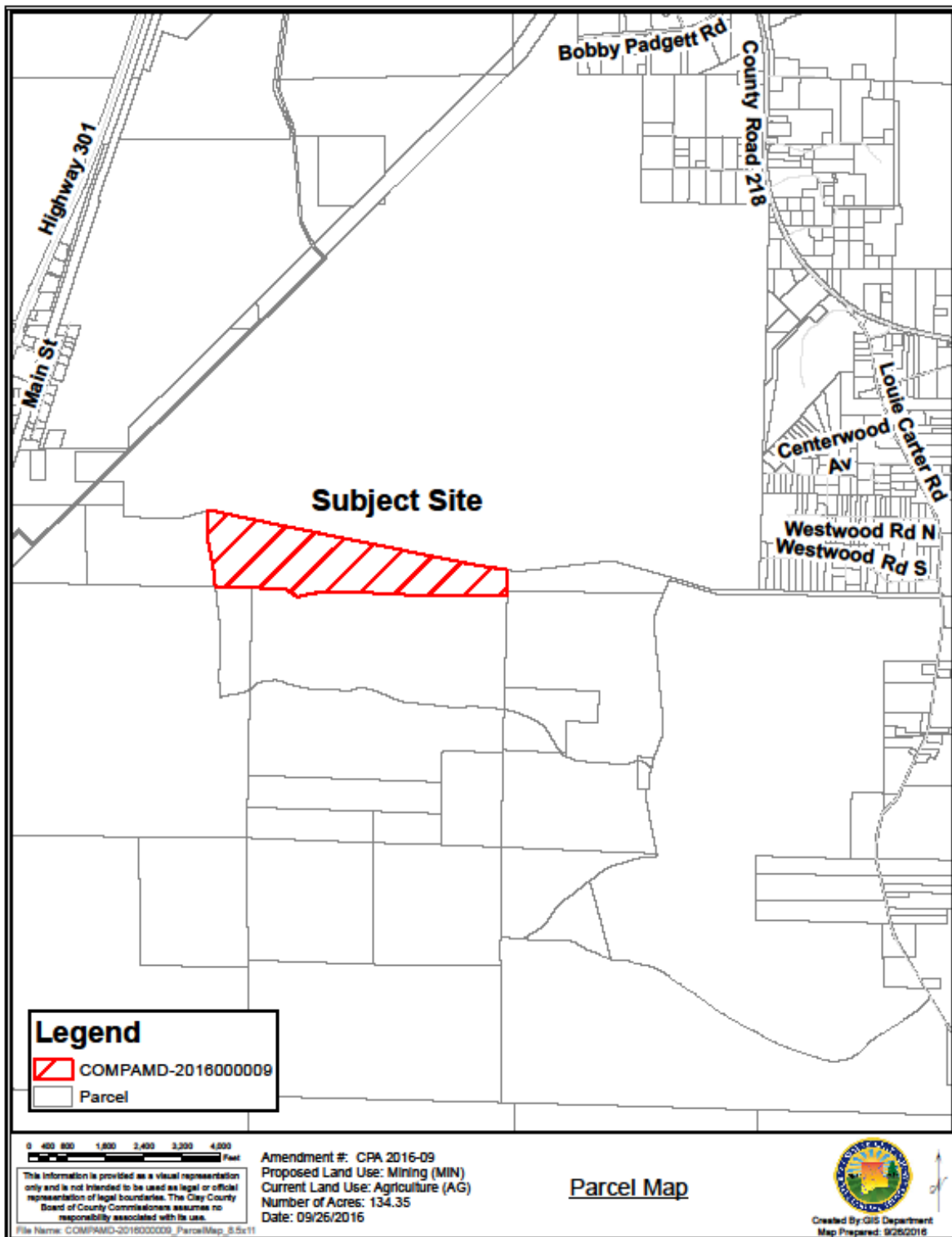
**INTRODUCTION**

This is an application by Rich Komando, Kopelousos, Bradley & Garrison, PA, agent for Anderson Columbia Co., Inc. to amend the Future Land Use Map (FLUM) from Agriculture and Industrial Park to Mining on 135.35 acres, located east of US 301 and south of CR 218, in the Highlands area. The subject parcel is located in the Middleburg/Clay Hill Planning District, and in Commission District 4 (Mr. Burney).

**DESCRIPTION**

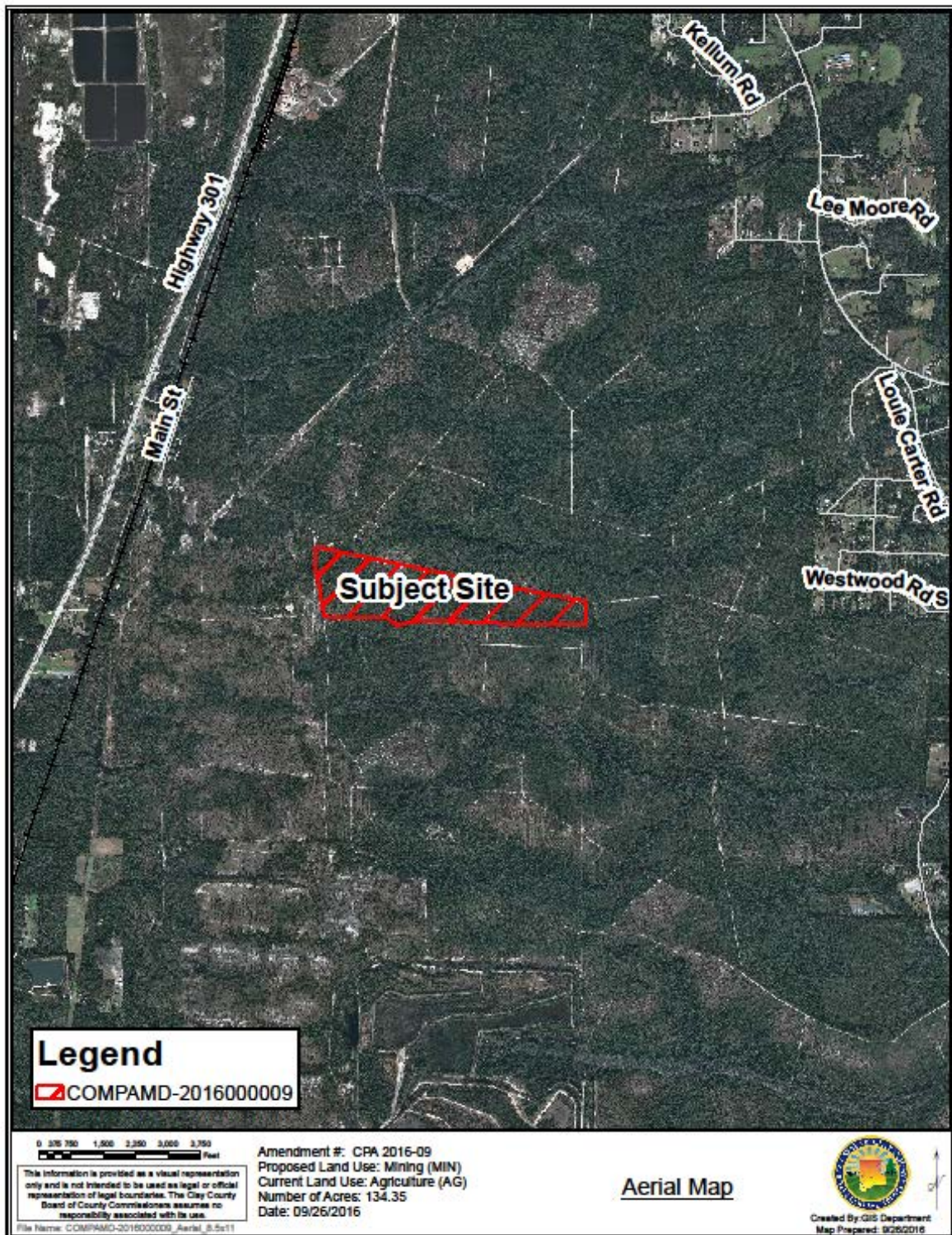
The subject parcel, tax parcel 000322-000-00, has an existing borrow pit operation on 30.5 acres and the remainder is forested. The 134.35 acre site is currently designated Agriculture and Industrial Park on the Future Land Use Map. The applicant is seeking Mining land use in order to develop the property as a sand mine/borrow pit. The subject property is surrounded by lands designated Agriculture on the North, East and South, however Industrial Park is designated at the western boundary. The subject property and surrounding properties are zoned Agriculture.

Map 1  
Parcel Map

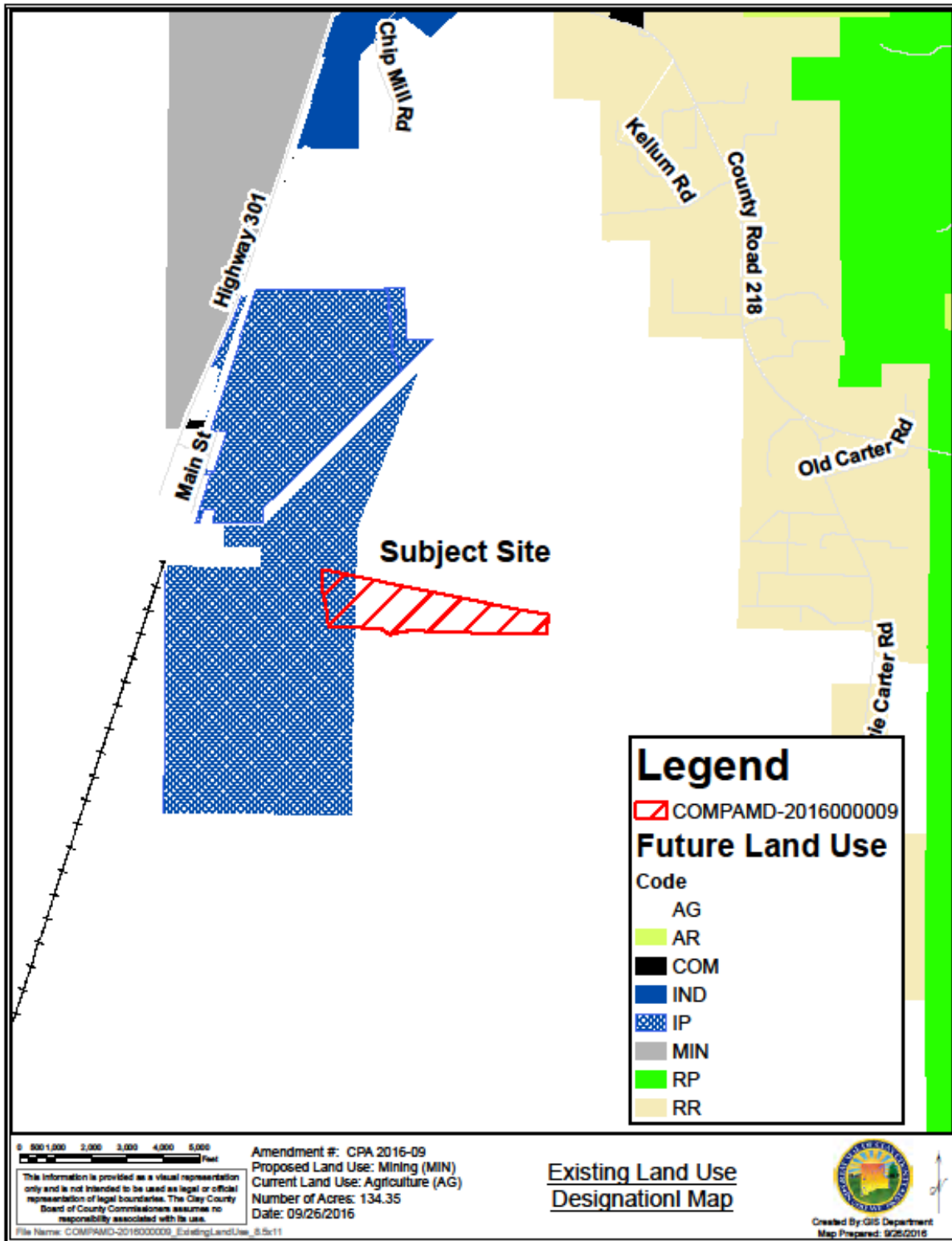




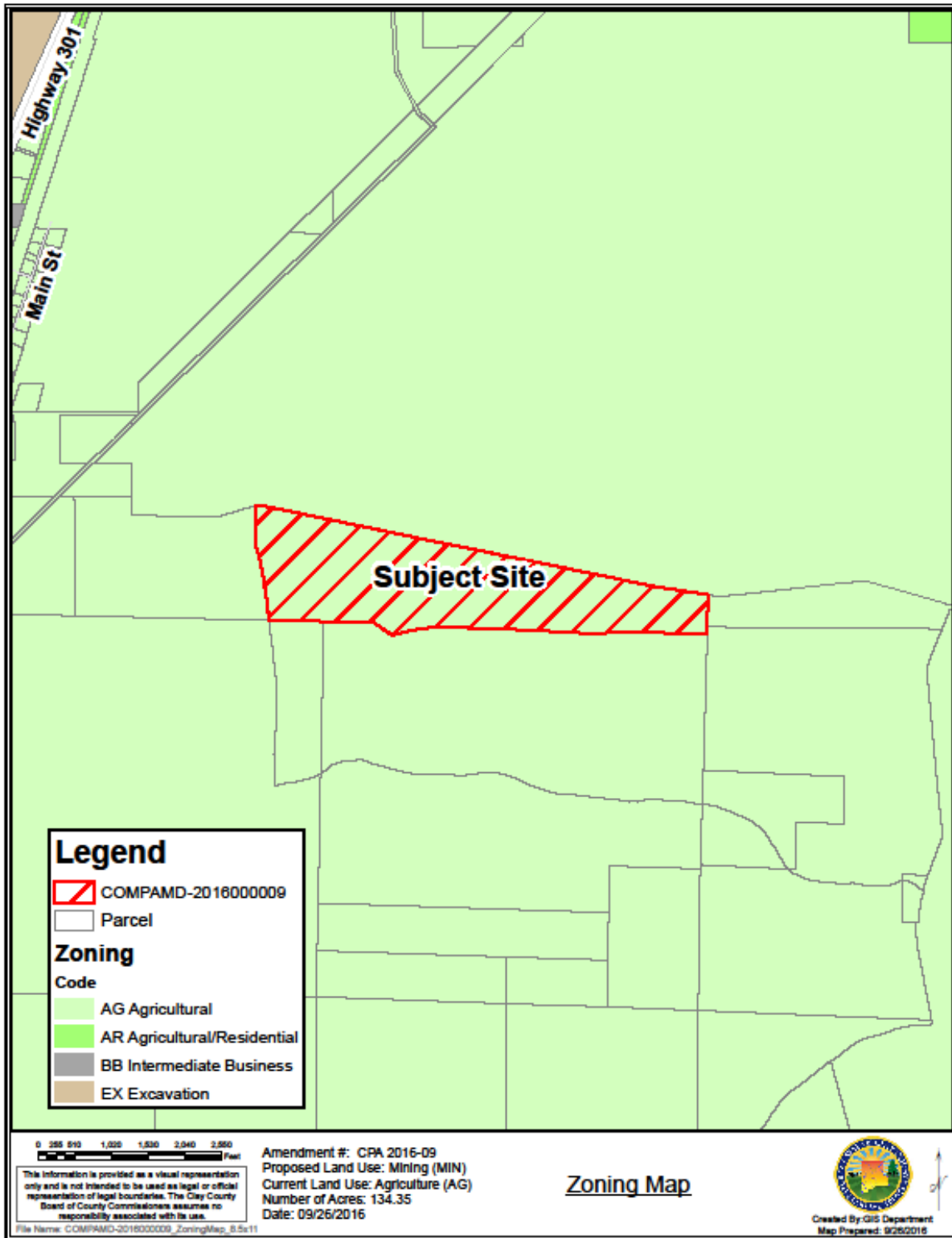
Map 2  
Aerial Map



**Map 3  
Existing Land Use Map**



# Map 4 Existing Zoning Map



### Proposed Land Use Change and Purpose

The applicant is proposing to change the Future Land Use Map designation from Agriculture (1 du/20 acre) and Industrial Park (.35 FAR) to Mining.

Table 1: Summary of Application

CPA 2016-09	Acreage	Existing FLUM Category	Proposed FLUM Category	Existing Maximum Density	Proposed Maximum Density/Intensity	Net Increase or Decrease in Maximum Density
Tax parcel: 000322-000-00	134.35 acres	Agriculture & Industrial Park  AG: 109.54 Ac. IP: 24.80 Ac.	Mining	AG: 1 du/20 acres (Total 1 du.); **** Industrial Park .35 FAR	No residential development	Decrease: 1 du

### Current Use

The subject property is currently timberland and borrow pit.

### Comprehensive Plan Policies

Future Land Use Element:

#### *Existing Land Use Designation:*

Policy 1.3.1 I. Industrial Park: It accommodates major industrial activities and supporting commercial and/or office uses. The supporting uses shall be subordinate to and incidental to serve the industrial population and capture its internal trip circulation. Therefore, the supporting uses shall not consume land areas greater than 10% of the developed portion of the industrial park. Industrial Parks shall be located close to transport facilities, especially where more than one transport modalities coincide: major thoroughfares (designated major collector or better) railroads, airports, and/or navigable rivers.

(1) The property known as the 301 Corridor Industrial Park is assigned the future land use designation of Industrial Park as shown on the Future Land Use Map. The 301 Corridor Industrial park property shall be limited to the following maximum levels of development subject to the availability of adequate public facilities and services at the adopted level of service and subject to special conditions and development standards set forth below:

1. Maximum development potential through 2025 shall be limited to:
  - 10,000,000 s.f. of industrial warehousing space
  - 250,000 s.f. of commercial/retail space
  - 100,000 s.f. of commercial office spaces
2. A first phase of development consisting of no more than 2,500,000 s.f. of industrial warehousing space, 15,000 s.f. of commercial retail and 20,000 s.f. of commercial office space shall be allowed. This initial level of development (phase 1) will be the maximum amount of development through the Year 2014.



3. The remaining development (Phase 2) on the 301 Corridor Industrial Park property is specifically conditioned upon and may not proceed until and unless:
- The developer demonstrates, through a traffic study approved by Clay County and FDOT in accordance with the requirements of Clay County's concurrency management system, that the impacted road segments will operate at an acceptable level of service; or
  - The developer and Clay County enter into a proportionate fair share agreement under which the development's impacts will be fully mitigated and FDOT concurs with the mitigation for impacts to facilities on the Strategic Intermodal System (SIS). Prior to any development in Phase 2, the five year schedule of capital improvements shall be amended to include any roadway improvements identified to be constructed under this subparagraph (b).
  - Development within the 301 Corridor Industrial Park shall be consistent with the Floor Area Ratio (FAR) standard of 0.35 as provided in revised Future Land Use Element Policy 1.3.2., Non-Residential Land Uses.
  - The maximum development potential through 2025 listed in paragraph 1. above shall be located on no more than 990 acres within the 301 Corridor Industrial Park.
  - Development within the 301 Corridor Industrial Park is required to connect to central water and sewer.

No Industrial Park development has begun for the 301 Corridor Industrial Park. The proposed mining use would not trigger any of the Industrial Park conditions.

*Proposed Land Use Designation:*

Policy 1.3.1 m. Mining: Areas with this designation are intended for mining, quarrying and processing of significant mineral resources over the course of the planning period. Mineral means all solid minerals, including clay, gravel, phosphate rock, lime, shells (excluding live shellfish), stone, sand, heavy minerals and any rare earths, which are contained in the soils or waters of the state. Intensity of mining activities allowed in Mining land use is subject to the issuance of permits by the appropriate regulatory agencies and the requirement of relevant Florida Statutes, including Chapter 373 (Permitting) and 378 (Reclamation). A borrow pit, which will not have on-site material grading or sorting facilities and will be reviewed by St. Johns River Water Management District for the Environmental Resource Permit (ERP), is not included in this category and shall be a subject of a conditional use.

The Florida Department of Environmental Protection (FDEP) has allowed the proposed sand mining operation to be permitted by the St. Johns River Water Management District. These permits have already been obtained by the Applicant.



Table 2: Adjacent Property Land Use Summary

	Current Land Use Designation	Current Zoning District	Existing Use
<b>North</b>	Agriculture & Industrial Park	AG	Agriculture/Timberland
<b>South</b>	Agriculture & Industrial Park	AG	Agriculture/Timberland
<b>East</b>	Agriculture	AG	Agriculture/Timberland
<b>West</b>	Industrial Park	AG	Agriculture/Timberland

## ANALYSIS

### *Effect on Level of Service*

#### Water and Wastewater:

There is no water or sewer service to the site at this time.

#### Solid Waste:

Clay County has sufficient solid waste capacity to serve the site.

	Solid Waste	Units
Total Permitted Airspace	67,030,598	Cubic Yards
Available Airspace as of 1/21/2015	1,645,640	Cubic Yards
Future Airspace Available	55,396,735	Cubic Yards
Density	1.0	Ton per Cubic Yard
Total Available	57,042,375	Tons
Average Monthly	80,875	Tons
Site Life	705	Months
	58.8	Years

Waste Management, Inc. of Florida, For NE Florida Region 2/16/2015.

Traffic Distribution: Public Works has permitted access to US 301. No change from current 30.5 acre borrow pit trip generation is anticipated. The haul road to US 301 has been improved per Clay County Public Works requirements.

Public Schools:

The proposed Mining land use designation would decrease the number of potential school children by one student.

Recreation:

The proposed use would not generate demand for recreation facilities.

Stormwater/Drainage:

The site will be required to meet the level of service standards of Clay County, the St. Johns River Water Management District and the Department of Environmental Protection as applicable. The St. Johns River Water Management District has permitted the proposed mining operation.

Land Suitability:

Soils: The property contains Hurricane, Leon, Mandarin, Pottsburg, and Ridgewood soils:

Flood Plain: There is no Flood Plain on the subject site.

Topography: The subject site falls from west (205 ft.) to east (150 ft.).

Regionally Significant Habitat:

Appropriate State agencies are responsible for permitting the mining operation.

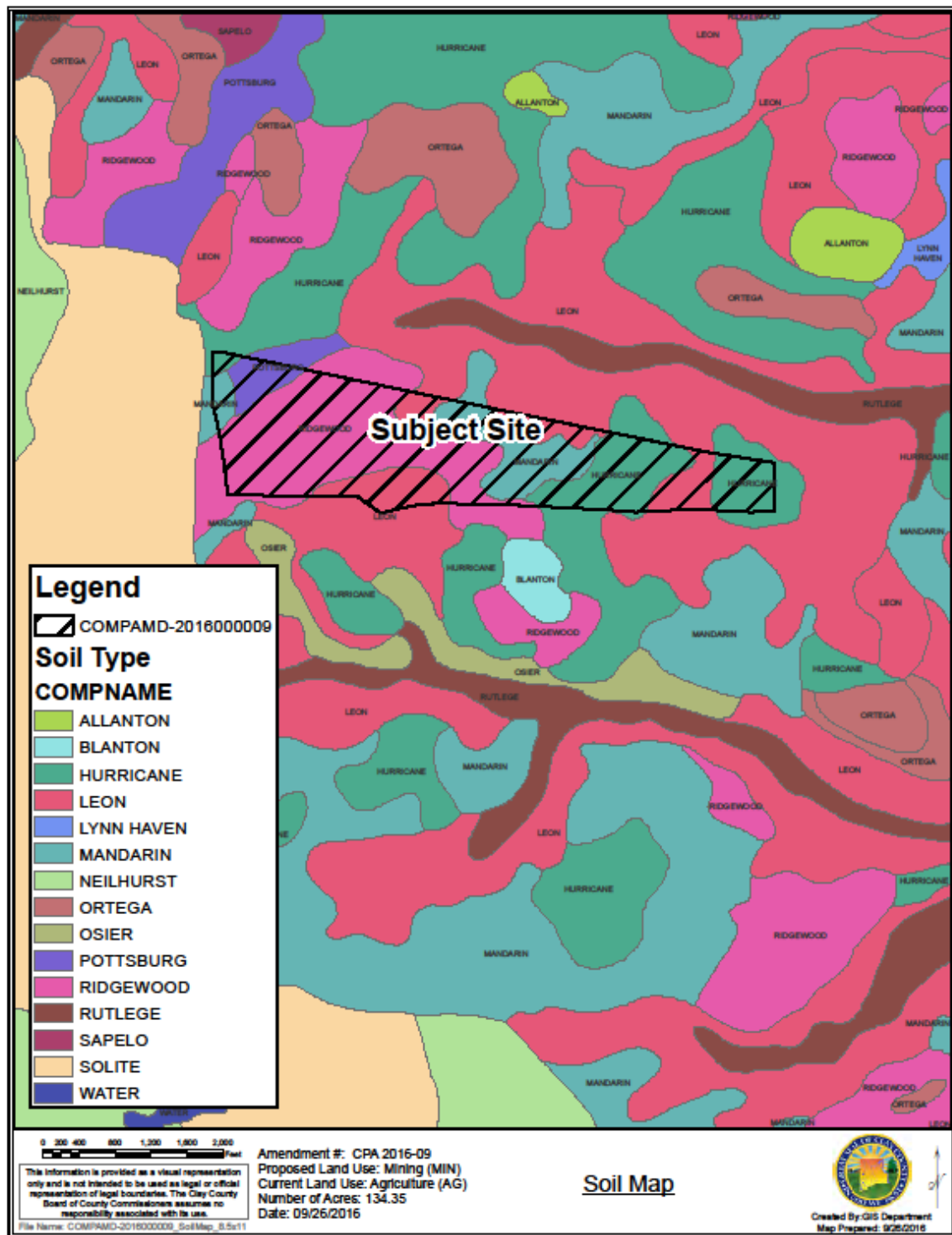
Historic Resources:

Appropriate State agencies are responsible for permitting the mining operation.

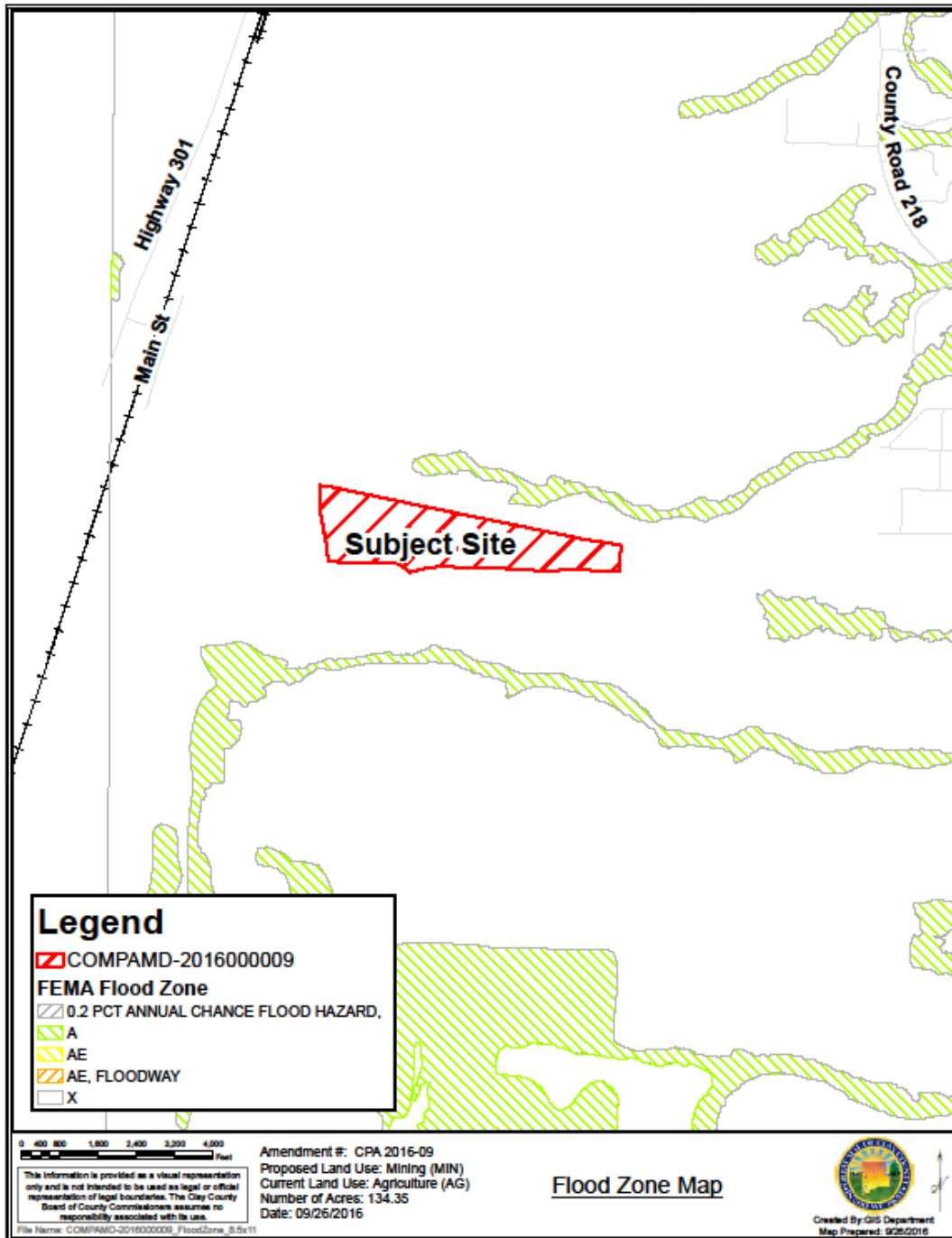
Compatibility with Military Installations:

The subject property is not located within the Military Impact Area.

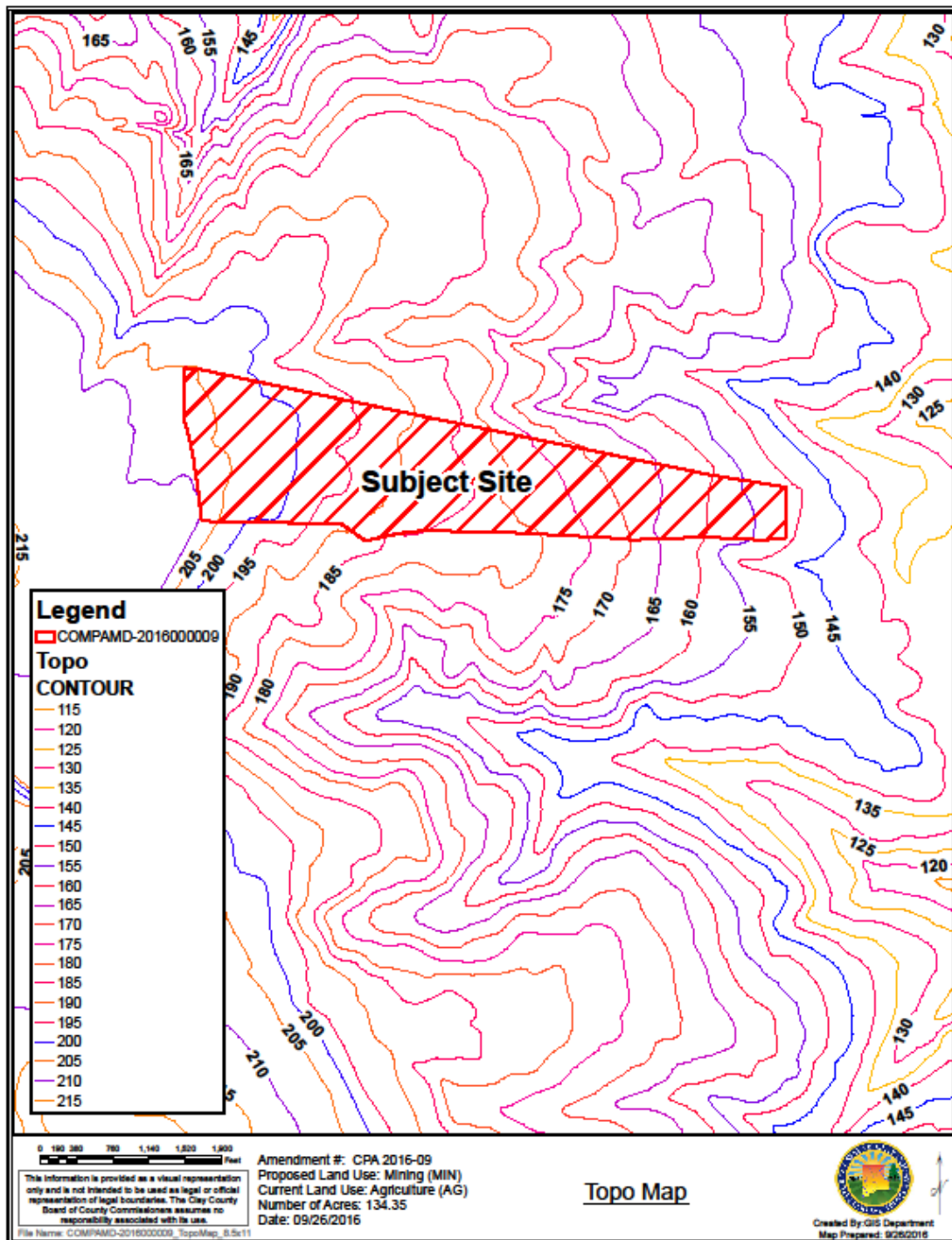
## Map 5 Soils Map



# Map 6 Flood Map

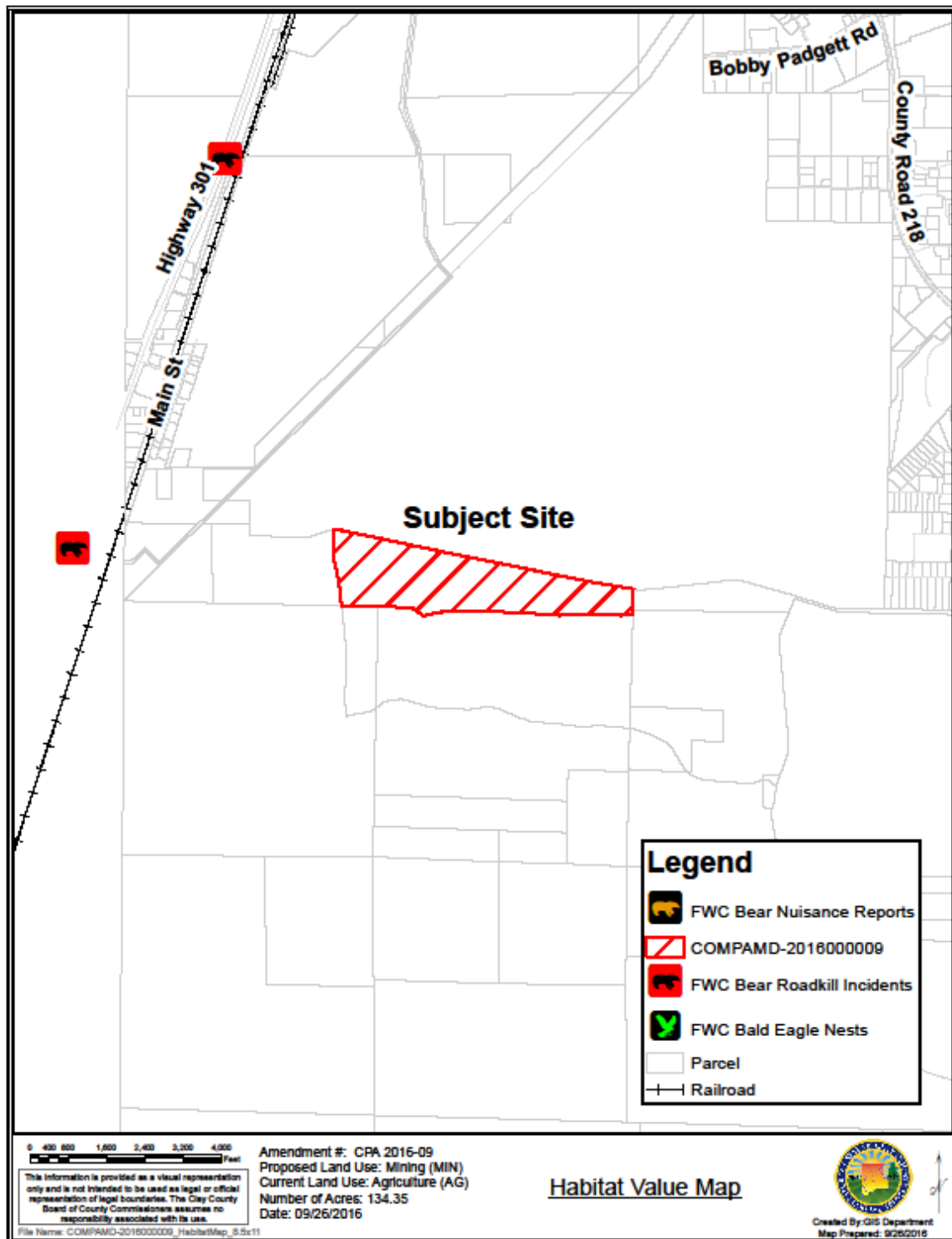


# **Map 7** Topography Map





# Map 8 Habitat Value Map



Urban Sprawl Analysis: The subject property is not urban and is not proposed for urban uses.

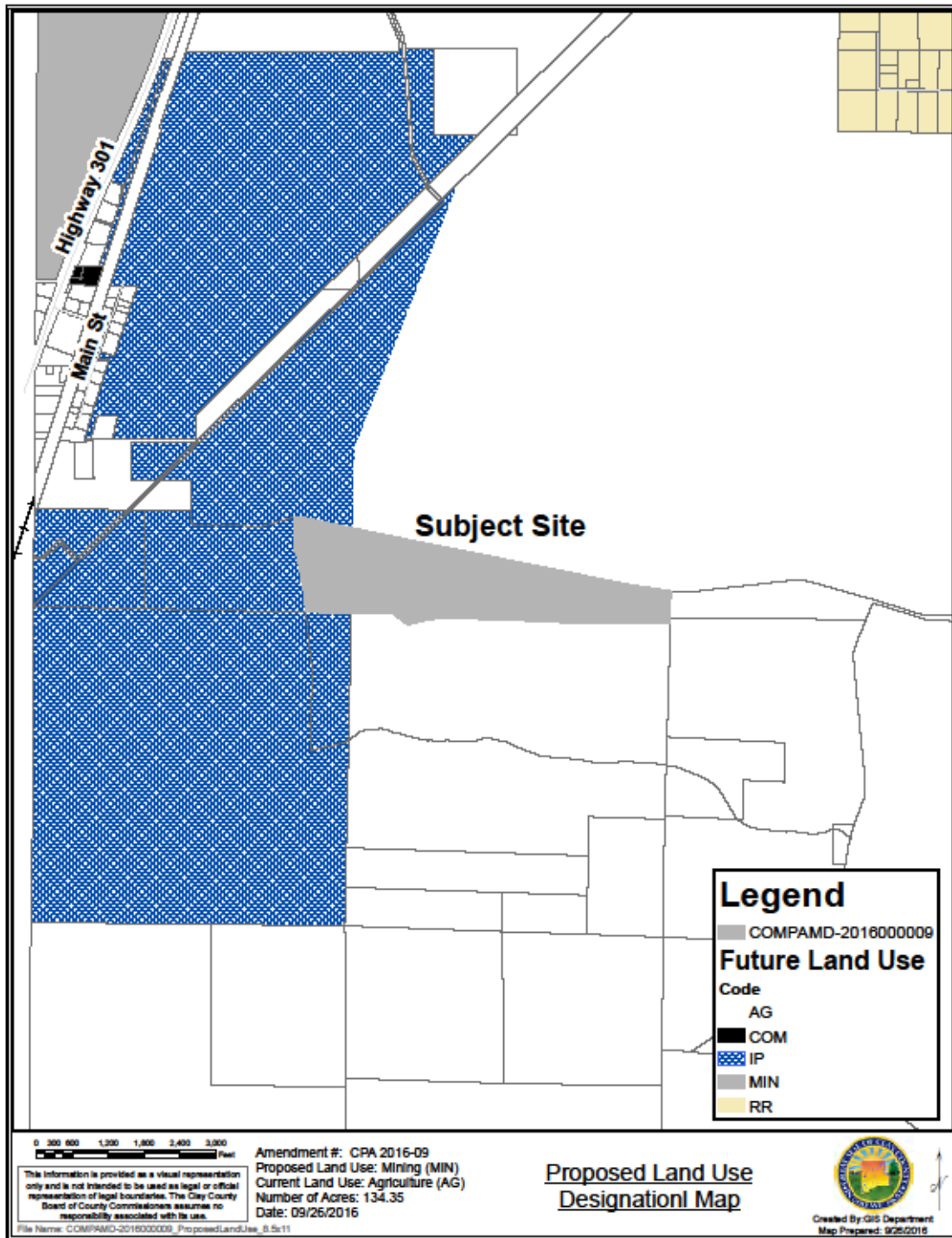
### **Discussion**

The subject property is in western Clay County, near US 301, south of County Road 218, located partly within and to the east of the designated, but undeveloped, 301 Corridor Industrial Park. The applicant currently operates a borrow pit on 30.5 acres of the site. The applicant is requesting to develop the entire site for a sand mine for the purpose of providing sand for the projected road and other construction projects in Clay and surrounding counties. Clay County Public Works has approved access to US 301, see attached.

### **Recommendation**

Staff recommends approval of the proposed land use amendment and transmittal of CPA 2016-09 as depicted on Map 9 to the Florida Department of Economic Opportunity and other state and regional agencies for review.

# Map 9 Proposed Land Use



ORDINANCE NO. 2017-\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY 2025 COMPREHENSIVE PLAN (THE "PLAN") INITIALLY ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, UNDER ORDINANCE No. 09-41, AS SUBSEQUENTLY AMENDED, TO AMEND THE FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION FOR APPROXIMATELY 134.35 ACRES FROM AGRICULTURE AND INDUSTRIAL PARK TO MINING; PROVIDING FOR SEVERABILITY; PROVIDING DIRECTIONS TO THE CLERK OF THE BOARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 27, 2009, the Board of County Commissioners of Clay County, Florida (the "Board"), adopted Ordinance No. 09-41, which adopted the Clay County 2025 Comprehensive Plan (the Plan); and,

WHEREAS, Section 163.3184, Florida Statutes, outlines the process for the adoption of comprehensive plans or amendments thereto; and,

WHEREAS, the Board desires to amend the Plan as provided for below.  
Be it ordained by the Board of County Commissioners of Clay County:

**Section 1.** With respect to the Plan, the adopted Future Land Use Map is hereby amended such that the land use designation of the parcel depicted in Exhibit A-1 and described in Exhibit A-2 both of which are attached hereto and by reference made a part hereof, is changed from AGRICULTURE and INDUSTRIAL PARK TO MINING.

**Section 3.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4.** The Clerk of the Board of County Commissioners is authorized and directed within 10 days of the date of adoption of this ordinance to send certified, complete and accurate copies of this ordinance by certified mail, return receipt requested, to the Florida Department of Economic Opportunity, the Caldwell Building, 107 East Madison Street, Tallahassee, Florida 32399-4120, the Northeast Florida Regional Council, 6850 Belfort Oaks Place, Jacksonville, Florida 32216, and any other agency or local government that provided timely comments as specified in Section 163.3184(4), Florida Statutes.

**Section 5.** In accordance with Section 163.3184, Florida Statutes, if the Plan amendment provided by this ordinance is not timely challenged, then the effective date of said Plan shall be the 31<sup>st</sup> day after the date the Department of Economic Opportunity notifies the County that the plan amendment is complete. If the Plan amendment is timely challenged, however, said effective date shall be the date a final order is entered by the Department of Economic Opportunity or the Administrative Commission determining the amendment to be in compliance. No development orders, development permits or land uses dependent on these Plan amendments may be issued or commence

before they have become effective. If a final order of non-compliance is issued, these Plan amendments may nevertheless be made effective by adopting of a resolution affirming their effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, The Caldwell Building, 107 E. Madison Street, Tallahassee, Florida 32399-4120. The resolution shall not become effective until receipt of a written notice from the Department of Economic Opportunity that it has received the resolution.

Duly Adopted by the Board of County Commissioners of Clay County, Florida, this 28<sup>th</sup> day of January 24, 2017.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

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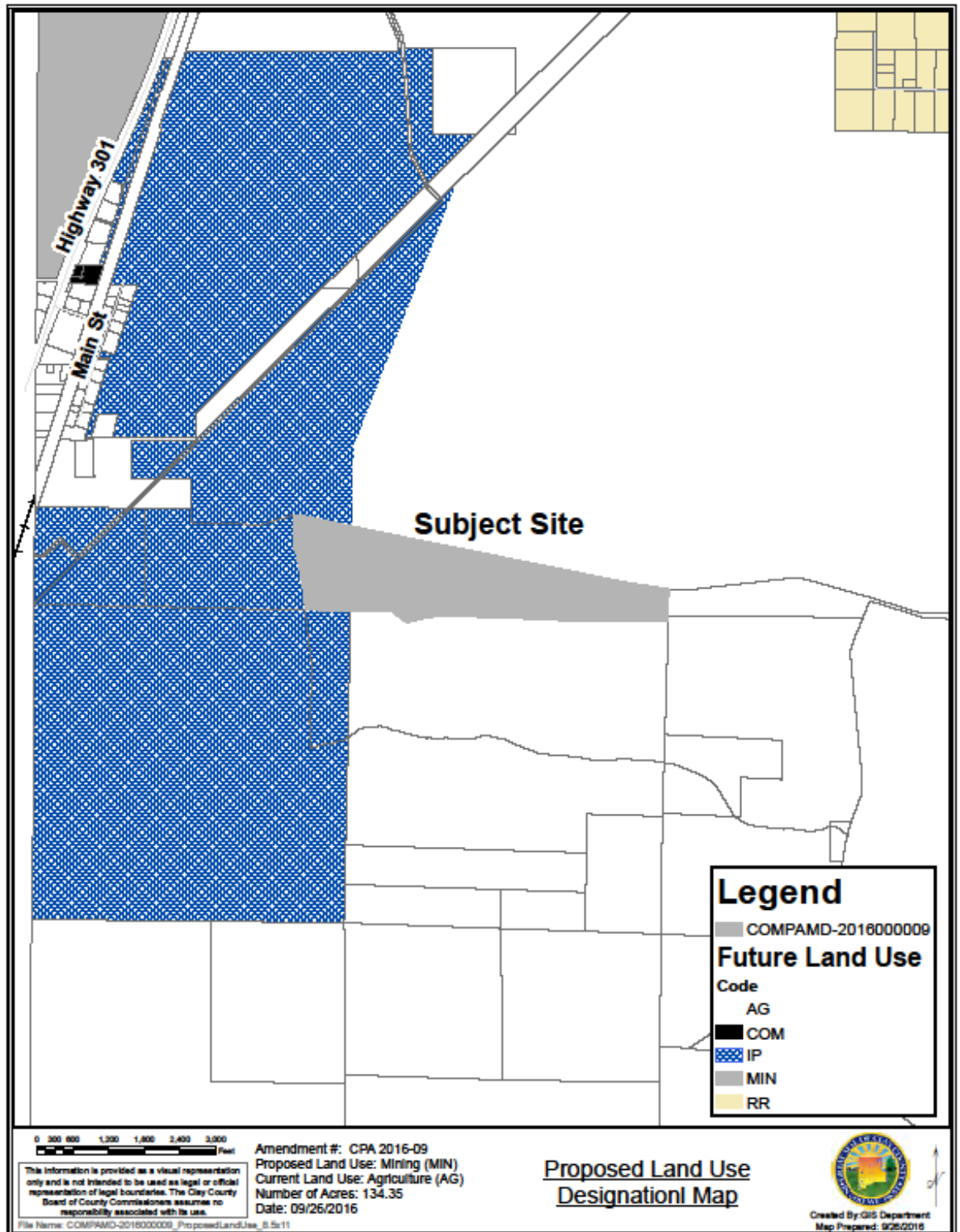
Wayne Bolla  
Its Chairman

ATTEST:

---

S.C. KOPELOUSOS  
County Manager and Clerk of the  
Board of County Commissioners

Attachment "A-1"





Attachment “A-2”

BK: 3867 PG: 1449

37931 wd001:rendered

## EXHIBIT "A"

A parcel of land lying in Sections 5 and 6, Township 5 South, Range 23 East and in Sections 31 and 32, Township 4 South, Range 23 East, Clay County Florida, explicitly described as follows:

Commence at the northeast corner of said Section 5; thence on the north boundary thereof S88°57'54"W, a distance of 74.78 feet to the POINT OF BEGINNING; thence S01°25'28"E, a distance of 158.20 feet; thence S89°00'42"W, a distance of 1052.56 feet; thence S85°35'39"W, a distance of 368.46 feet; thence N88°05'35"W, a distance of 676.96 feet; thence N89°45'32"W, a distance of 1466.47 feet; thence S81°30'43"W, a distance of 385.00 feet; thence S75°13'17"W, a distance of 256.93 feet; thence N57°37'59"W, a distance of 314.54 feet; thence S89°29'52"W, a distance of 657.96 feet; thence S89°30'04"W, a distance of 767.83 feet; thence N08°55'16"W, a distance of 345.98 feet; thence N12°56'07"W, a distance of 608.50 feet; thence N04°14'38"W, a distance of 548.55 feet; thence S79°58'15"E, a distance of 2344.34 feet; thence S80°18'20"E, a distance of 1754.50 feet; thence S80°13'10"E, a distance of 1485.28 feet; thence S82°49'27"E, a distance of 605.39 feet; thence S01°25'28"E, a distance of 308.00 feet to the POINT OF BEGINNING.

Together with those appurtenant easements for ingress and egress, as described in that certain Easement Agreement recorded in Official Records Book 3394, page 2157, Public Records of Clay County, Florida.



# Comprehensive Plan Amendment 2016-09 Anderson Columbia

Planning & Zoning / Economic and  
Development Services

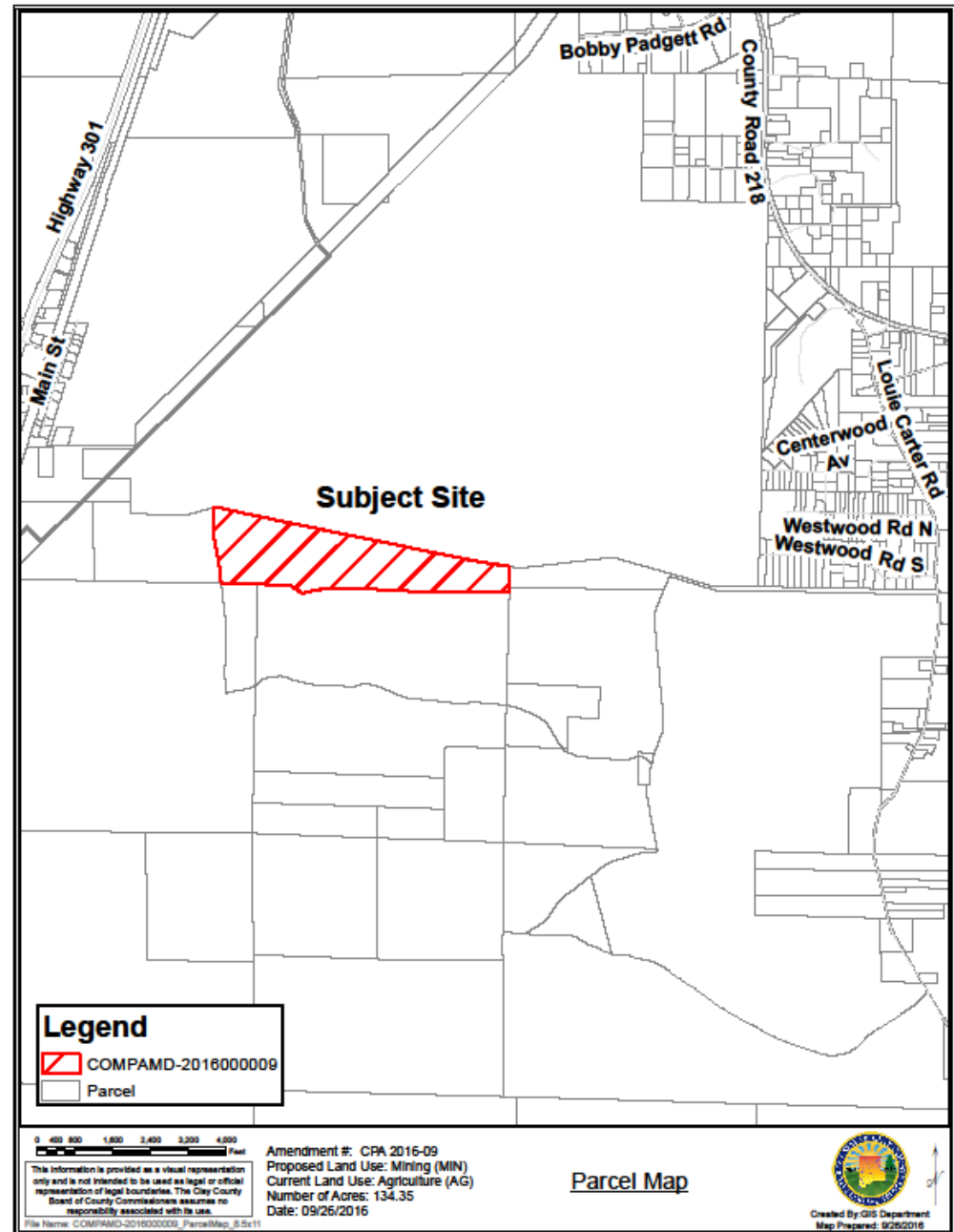
# CPA 2016-09

- Applicant Rich Komando, Kopelousos, Bradley & Garrison, agent for Anderson Columbia Co., Inc.
- Public Hearing to consider transmittal of a large scale Future Land Use Map Amendment on 134.35 acres located in the Highlands area, east of US 301.
- Located in Middleburg/Clay Hill Planning District; Commission District 4 (Burney).

# Parcel Map

Tax Parcel  
003222-000-  
00

Proposed Use:  
Sand Mine



# Aerial Map

Located in  
Highlands  
Area;

A 30.5 acre  
borrow pit is  
currently in  
operation at  
the site.



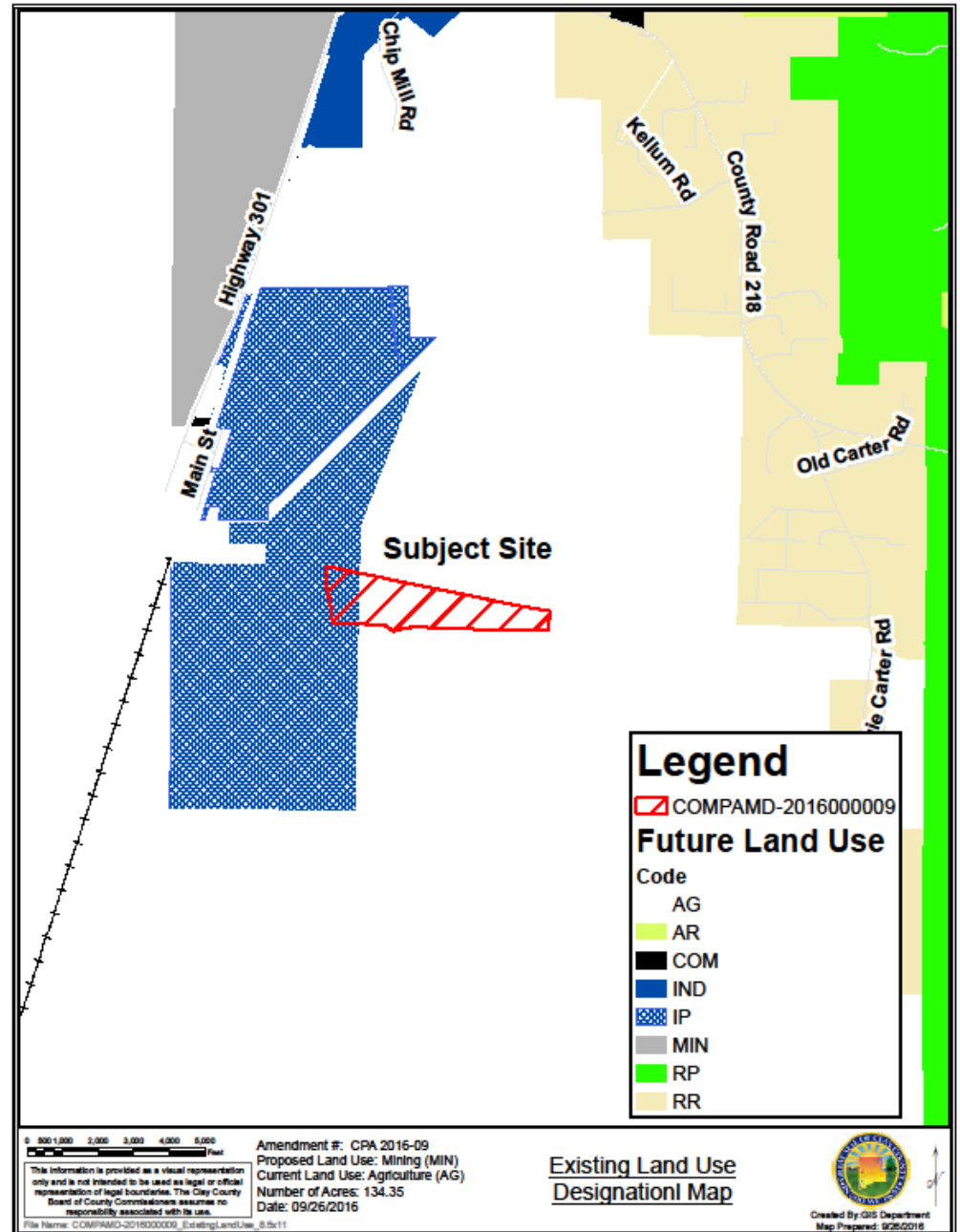


# Existing Land Use Map

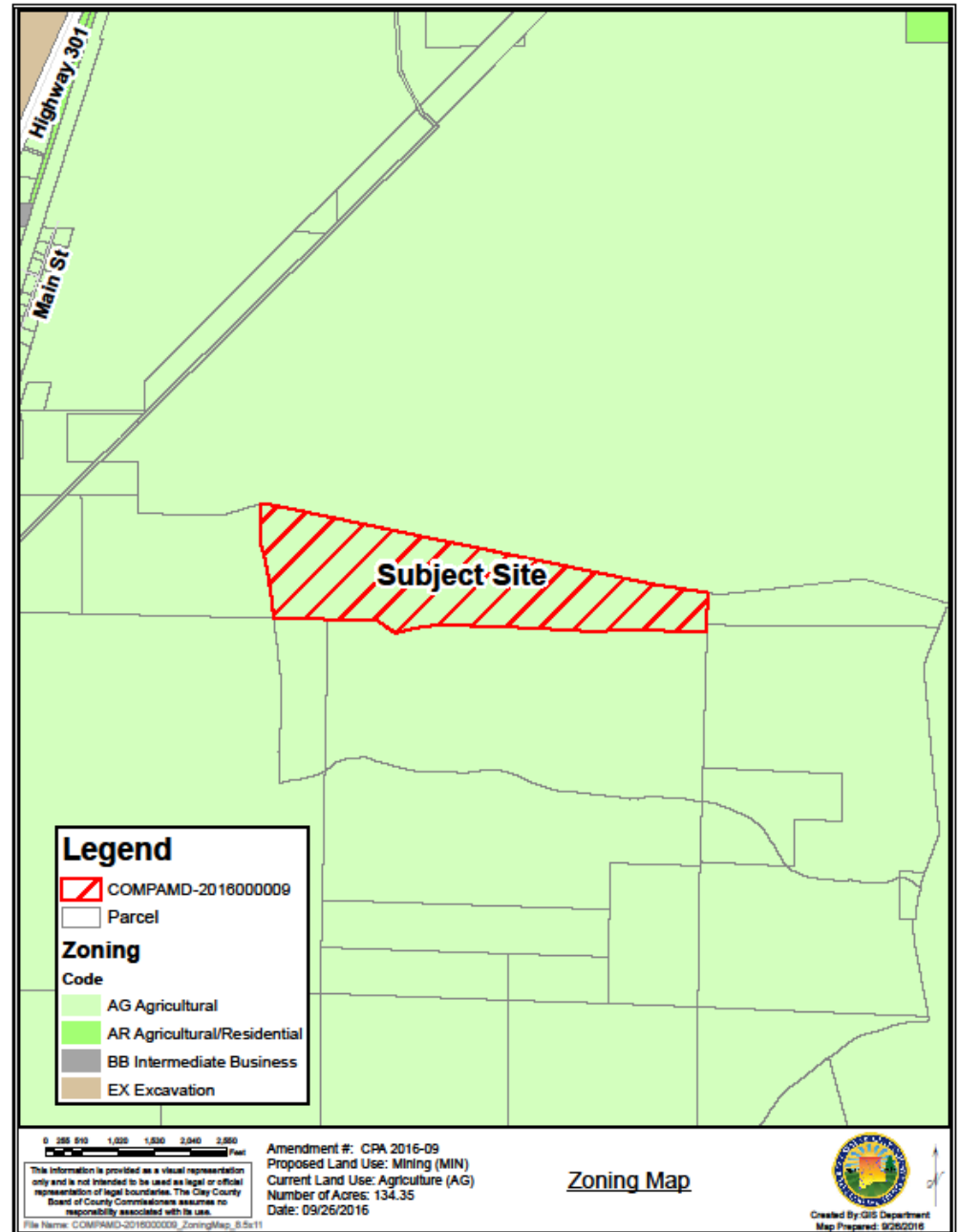
Agriculture and Industrial Park

No Industrial Park uses have been approved to date.

1/18/2017



# Existing Zoning Agriculture



1/18/2017

Land Use	Density/ Intensity
Agriculture and Industrial Park (existing designation)	1du/20 acres; FAR of .35
Mining (proposed)	

# Comprehensive Plan

- Agriculture (Rural). Intended for areas designated as appropriate for all types of agricultural pursuits. Limited residential is suitable at 1 du/20 gross acres.
- Industrial Park accommodates major industrial activities and supporting commercial and/or office uses. Industrial Parks shall be located close to transport facilities, especially where more than one transport modalities coincide: major thoroughfares, railroads, airports and/or navigable

# Comprehensive Plan

- Mining. Areas intended for mining, quarrying and processing significant mineral resources over the course of the planning period. Mineral shall mean solid minerals, including clay, gravel, phosphate rock, lime, shells (excluding live shellfish), stone, sand, heavy minerals and any rare earths. Intensity of mining is subject to permits by appropriate regulatory agencies, Chapters 373 (permitting) and 378 (reclamation) FL. Statutes apply.

# Site Suitability

- Water & Wastewater: Not available.
- Traffic: Traffic will exit to US 301. Little change is expected from already approved and operating borrow pit. Anderson Columbia has improved the haul road to US 301. Intended recipient of the sand is the an FDOT project in Starke.



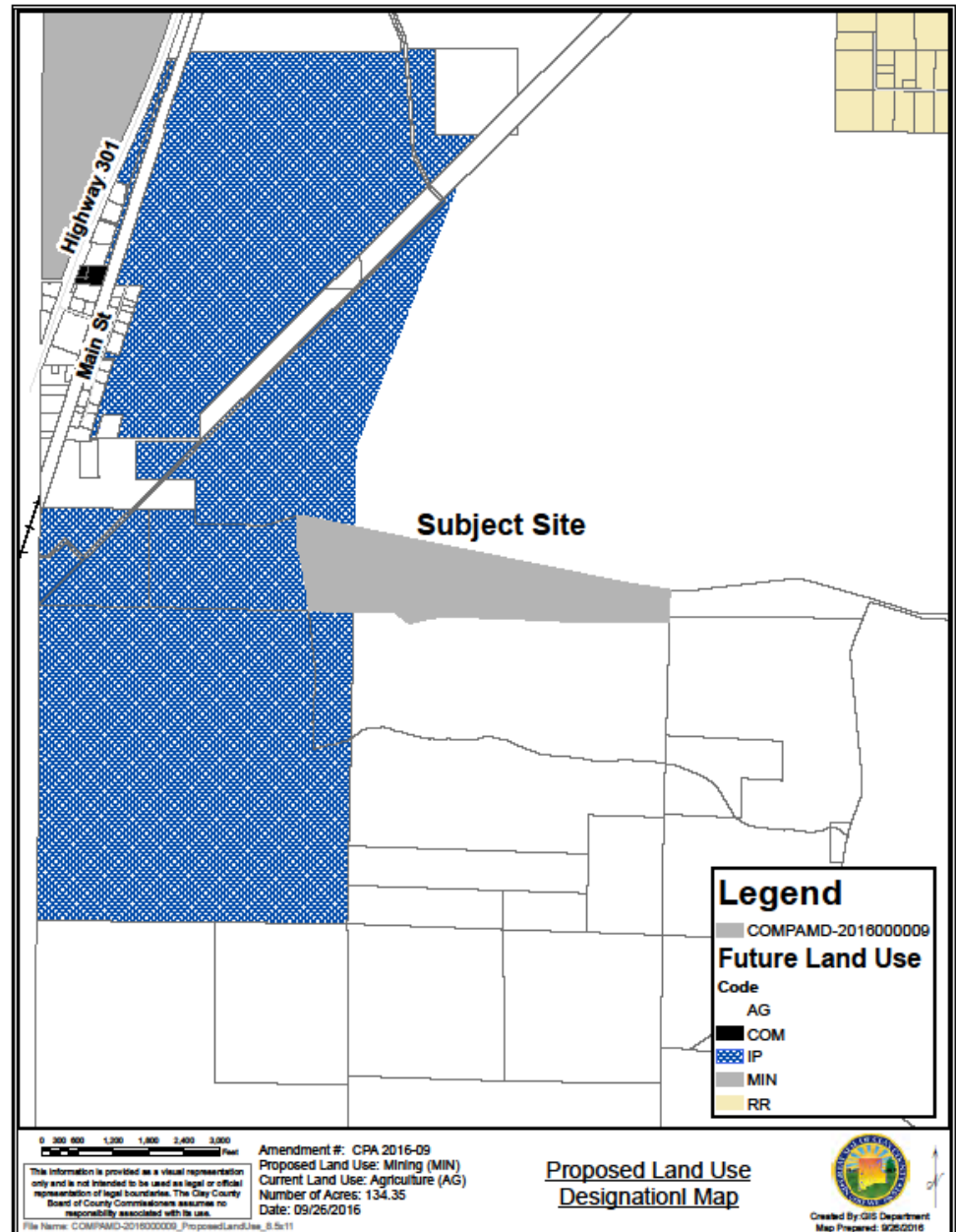
# Site Suitability

- Schools: The subject development would reduce school population by 6.7 students.
- Recreation: The proposed amendment would not generate recreation demand.
- Solid Waste: Clay County has adequate capacity.

# Site Suitability

- Soils: Mandarin, Pottsburg, Ridgewood, Hurricane and Leon
- Flood Plain: None
- Regionally Significant Habitat: State Permitting required.
- Historic Resources: None identified.
- Military Compatibility: Not in Military Impact Area.
- Urban Sprawl: The proposed use is not in an existing urban area and not proposed to be urban in nature.
- Permits: Permits have been issued by the SJRWMD, as delegated by FDEP.

# Proposed Land Use Designation Mining



# Future Hearings

- A BCC Transmittal Hearing for CPA 2016-09 is scheduled for November 22, 2016.

# Staff Recommendation

Staff recommends approval of CPA  
2016-09.

**Amendment to the Comprehensive Plan Application**

IMS #

2016000009

OT #

749267

Date Rec

9/23/16**Owner / Applicant Information**Name Anderson Columbia Co., Inc.Phone 386-752-7585Email Zeb.cheshire@andersoncolumbia.comAddress P.O. Box 1829, Lake City, Florida 32056-1829☐ County Initiated Petition**Authorized Agent Information (requires agent authorization form)**Name Kopelousos, Bradley & Garrison, P.A.Phone 904-269-1111Email Rich@claylawyers.comAddress 1279 Kingsley Avenue, Suite 118**Property Information**Address OFF US HWY 301Parcel Number Including Section, Township, and Range 32-04-23-000322-000-00Total Acreage 134.35Current Land Use AG AgricultureAdjacent Land Use North AGAdjacent Land Use South AGProposed Land Use MIN MiningAdjacent Land Use East AGAdjacent Land Use West AG**Required Attachments (Please Check)**☒ Aerial Photograph (folded to 8 1/2" x 11") ☒ Legal Description ☒ Property Deed(s) ☒ Vicinity Map ☒ Agent Authorization

Statement of Purpose, Scope, and Justification including (at a minimum) statements and supporting material of the following:

Proposed Density and/or Intensity of Use

Urban Sprawl

Traffic Impacts and Improvements\*\*

☒ Water and Wastewater Impacts and Improvements\*\*

Site Suitability

Stormwater / Drainage Impacts and Improvements\*\*

Recreation Impacts and Improvements\*\*

Solid Waste Impacts and Improvements\*\*

\*\* Applicant must include description of improvements necessary to accommodate the proposed changes, along supporting data and proposed funding sources.

☒ Fee (Large Scale Amendment: **\$2500.00 + \$5.00 per acre** Small Scale Amendment: **\$1500.00**)**Owner(s) / Authorized Agent Signature**

Owner(s) / Authorized Agent Signature

STATE OF FLORIDA

COUNTY OF CLAY Colum B2AThe foregoing affidavit was sworn and subscribed before me this 22nd day of September (month), 2016 (year) by Brian Schreiber, who is personally known to me or has produced \_\_\_\_\_ as identification.  
(Notary Signature)JANINE M TOMLINSON  
COMMISSION #FF74032  
EXPIRES December 2, 2017  
BONDED THROUGH  
RLI INSURANCE COMPANY

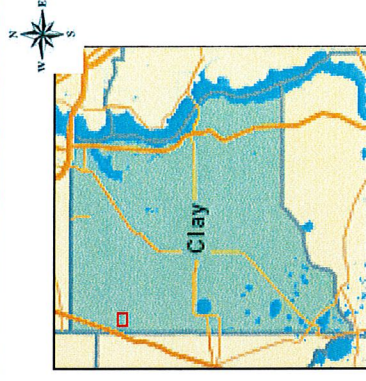




### Clay County Appraiser

Parcel: 32-04-23-000322-000-00 Acres: 134.35

Name:	ANDERSON COLUMBIA CO INC	Land Value:	0
Site:	OFF US HWY 301	Building Value:	0
Sale:	\$100 on 06-2016 Reason=Y Qual=U	Misc Value:	0
Mail:	871 NW GUERDON ST LAKE CITY, FL 32055	Just Value:	257,850
		Assessed Value	27,707
		Exempt Value	0
		Taxable Value	27,707



The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CLAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---



BK: 3867 PG: 1469

## LEGAL DESCRIPTION

37981 wd301:andersoncol

## EXHIBIT "A"

A parcel of land lying in Sections 5 and 6, Township 5 South, Range 23 East and in Sections 31 and 32, Township 4 South, Range 23 East, Clay County Florida, explicitly described as follows:

Commence at the northeast corner of said Section 5; thence on the north boundary thereof S88°57'54"W, a distance of 74.78 feet to the POINT OF BEGINNING; thence S01°25'28"E, a distance of 158.20 feet; thence S89°00'42"W, a distance of 1052.56 feet; thence S85°35'39"W, a distance of 368.46 feet; thence N88°05'35"W, a distance of 676.96 feet; thence N89°45'32"W, a distance of 1466.47 feet; thence S81°30'43"W, a distance of 385.00 feet; thence S75°13'17"W, a distance of 256.93 feet; thence N57°37'59"W, a distance of 314.54 feet; thence S89°29'52"W, a distance of 657.96 feet; thence S89°30'04"W, a distance of 767.83 feet; thence N08°55'16"W, a distance of 345.98 feet; thence N12°56'07"W, a distance of 608.50 feet; thence N04°14'38"W, a distance of 548.55 feet; thence S79°58'15"E, a distance of 2344.34 feet; thence S80°18'20"E, a distance of 1754.50 feet; thence S80°13'10"E, a distance of 1485.28 feet; thence S82°49'27"E, a distance of 605.39 feet; thence S01°25'28"E, a distance of 308.00 feet to the POINT OF BEGINNING.

Together with those appurtenant easements for ingress and egress, as described in that certain Easement Agreement recorded in Official Records Book 3394, page 2157, Public Records of Clay County, Florida.

CFN # 2016029005, OR BK: 3867 PG: 1467, Pages 1 / 3, Recorded 6/15/2016 11:21 AM, Doc: D  
TARA S. GREEN Clerk Circuit Court, Clay County, FL Rec: \$27.00 Doc D: \$0.70  
Deputy Clerk HAMPSHIRET

**This Instrument Prepared By:**  
Michael H. Harrell  
Abstract & Title Services, Inc.  
111 East Howard Street  
Live Oak, Florida 32064

ATS# 1-37981

## **CORRECTIVE WARRANTY DEED**

Limited Liability Company to Corporation

THIS CORRECTIVE WARRANTY DEED made this 15<sup>th</sup> day of June, 2016, 301 Land Investments, LLC, A Florida Limited Liability Company, hereinafter called the grantor, to Anderson Columbia Co., Inc. whose post office address is: 871 NW Guerdon St., Lake City, FL 32055, hereinafter called the grantee:

*(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of limited liability company and/or corporation)*

WITNESSETH that the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situate in CLAY County, Florida, viz:

**See Exhibit "A" Attached Hereto and by this Reference Made a Part Hereof**

**This document is being recorded to correct the Legal description in that certain document dated May 12, 2016 and filed for record May 19, 2016 in OR Book 3859, Page 452, Public Records, Clay County, Florida**

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

BK: 3867 PG: 1468

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Vera Lisa Hicks  
WITNESS

301 Land Investments, LLC

Lisa Hicks  
PRINTED NAME

BY: Daniel Crapps  
Daniel Crapps, as Managing Member

Mary Lyons  
WITNESS

MARY LYONS  
PRINTED NAME

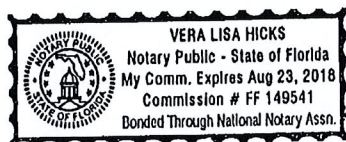
STATE OF FLORIDA  
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 13 day of June, 2016 by Daniel Crapps, as Managing Member of 301 Land Investments, LLC personally known to me or, if not personally known to me, who produced PK for identification and who did not take an oath.

(SEAL)

Vera Lisa Hicks  
NOTARY PUBLIC

My Commission Expires: 8-23-18



BK: 3867 PG: 1469

37981 wd301:andersoncol

## EXHIBIT "A"

A parcel of land lying in Sections 5 and 6, Township 5 South, Range 23 East and in Sections 31 and 32, Township 4 South, Range 23 East, Clay County Florida, explicitly described as follows:

Commence at the northeast corner of said Section 5; thence on the north boundary thereof S88°57'54"W, a distance of 74.78 feet to the POINT OF BEGINNING; thence S01°25'28"E, a distance of 158.20 feet; thence S89°00'42"W, a distance of 1052.56 feet; thence S85°35'39"W, a distance of 368.46 feet; thence N88°05'35"W, a distance of 676.96 feet; thence N89°45'32"W, a distance of 1466.47 feet; thence S81°30'43"W, a distance of 385.00 feet; thence S75°13'17"W, a distance of 256.93 feet; thence N57°37'59"W, a distance of 314.54 feet; thence S89°29'52"W, a distance of 657.96 feet; thence S89°30'04"W, a distance of 767.83 feet; thence N08°55'16"W, a distance of 345.98 feet; thence N12°56'07"W, a distance of 608.50 feet; thence N04°14'38"W, a distance of 548.55 feet; thence S79°58'15"E, a distance of 2344.34 feet; thence S80°18'20"E, a distance of 1754.50 feet; thence S80°13'10"E, a distance of 1485.28 feet; thence S82°49'27"E, a distance of 605.39 feet; thence S01°25'28"E, a distance of 308.00 feet to the POINT OF BEGINNING.

Together with those appurtenant easements for ingress and egress, as described in that certain Easement Agreement recorded in Official Records Book 3394, page 2157, Public Records of Clay County, Florida.





Imagery ©2016 Google, Map data ©2016 Google 2000 ft



# Agent Authorization Affidavit

Attachment A-1



Date: 9/22/16

## Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, Florida 32043

Re: Agent Authorization

To Whom It May Concern:

Be advised that I am the lawful owner of the property described in the provided legal description attached hereto. As the owner, I hereby authorize and empower

Kopelousos, Bradley & Garrison, P.A.

whose address is:

1279 Kingsley Avenue, Suite 118, Orange Park, Florida 32073

Phone 904-269-1111

Email Rich@claylawyers.com

to act as agent for rezoning the property located at: (address or parcel ID)

32-04-23-000322-000-00

and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change.

Owner's Signature

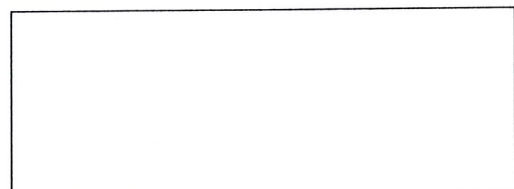
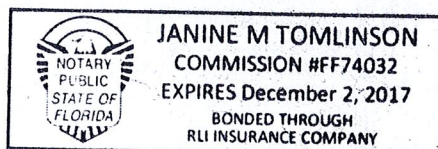
STATE OF FLORIDA

COUNTY OF CLAY COLUMBIA

The foregoing affidavit was sworn and subscribed before me this 22nd day of September

(month), 2016 (year) by BRIAN Schreiber, who is personally known to me or has produced as identification.

(Notary Signature)



Notary Seal

Statement of Purpose, Scope, and Justification of  
Anderson Columbia Co., Inc.

The purpose of this Comprehensive Plan Amendment request is to allow Anderson Columbia Co., Inc. (ACCI) the ability to more effectively utilize their land parcel as a borrow pit in excess 25% of total land acreage that is currently allowed under the present zoning regulations.

ACCI purchased 134.35 acres (land parcel # 32-04-23-000322-000-00) in May of 2016. This land was purchased with the intention of using it as a borrow pit to excavate fill dirt for a major road construction project on U.S. Hwy 301 near Starke, Florida that had been recently awarded to ACCI. When purchased, the parcel was zoned agricultural and was used to grow planted pines.

Applications for the necessary environmental permits with the St Johns Water Management District as well as with Clay County were submitted in July 2016. Permits were approved in August 2016 for a 30.5 acre borrow pit, which corresponds with the 25% total land use allowed by Clay County.

Recent changes in total tonnage of fill dirt needed for the current project as well as additional road work in the area have necessitated the need for more fill dirt. Our current permitted property is in an ideal location for this demand. The area is rural with the majority of land surrounding this parcel used in agriculture, such as planted pine plantations. There are no residences located within close proximity of the subject property.

As per the application requirements for the Comprehensive Plan Amendment, the following items are addressed.

- **Proposed Density and/or Intensity of Use:** Expanding this borrow pit will keep the need for additional borrow pits in the near future to a minimum. The site is ideal for borrow pit usage due to its low population density, agriculture zoning, and availability of a major road for transporting material.
- **Urban Sprawl:** This would not be a factor. The area is rural and zoned agriculture. No residential buildings will be constructed on the property.
- **Traffic Impacts and Improvements:** Little would change from what has already been approved by Clay County when the 30.5 acre borrow pit was permitted. Anderson Columbia Co., Inc. has already improved the haul road from the property to U.S. Hwy 301.

- **Water and Wastewater Impacts and Improvements:** There will be no water used in the borrow pit operation. The fill material will be excavated and loaded in haul trucks. Accordingly, there will also be no wastewater generated.
- **Site Suitability:** A portion of the property is already permitted for a borrow pit. This request would keep the usage the same and would cause no additional impacts.
- **Stormwater/Drainage Impacts and Improvements:** No adverse impacts would occur from using the entire property as a borrow pit. St. Johns Water Management District evaluates all stormwater impacts from proposed activities prior to issuing permits. If any adverse impacts are determined, the permit will not be issued until the impacts have been satisfactorily resolved.
- **Recreation Impacts and Improvements:** A lake will be created from the borrow pit activities once the site reclamation is completed. Since the lake will be on private property, public use would be limited, unless arrangements have been made with the land owner.
- **Solid Waste Impacts and Improvements:** Very little solid waste will be generated at the site. Any solid waste generated will be hauled to the County Landfill.

Lastly, all funding for this undertaking would be privately paid for by Anderson Columbia Co., Inc., requiring no expenditure of public funds.



0 CLAY COUNTY CASHIERING  
477 Houston Av  
Green Cove Springs, Fl. 32043

Cashier # :16-018639  
Name :CPA 2016-09 Anderson Columbia  
Trans Date :9/28/2016 10:32:47 AM

Charges

Comp Plan Amend - Large Scal	\$3,175.00
AP*COMPAMD-2016000009	
SIGN FEE	\$20.00
AP*COMPAMD-2016000009	
Total Charges	\$3,195.00

Payment

Check 164498	\$25.00
Check 164413	\$3,170.00
Total Payments	\$3,195.00
Total Payments	\$3,195.00

0 CLAY COUNTY CASHIERING  
477 Houston Av  
Green Cove Springs, Fl. 32043

Cashier # :16-018639  
Name :CPA 2016-09 Anderson Columbia  
Trans Date :9/28/2016 10:32:47 AM

Charges

Comp Plan Amend - Large Scal	\$3,175.00
AP*COMPAMD-2016000009	
SIGN FEE	\$20.00
AP*COMPAMD-2016000009	
Total Charges	\$3,195.00

Payment

Check 164498	\$25.00
Check 164413	\$3,170.00
Total Payments	\$3,195.00
Total Payments	\$3,195.00





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Planning Commission

DATE: 12/20/2016

FROM: Chad A. Williams, Zoning  
Chief

**SUBJECT:**

Public Hearing to Consider Application Z-16-15 AG to EX Anderson Columbia Mine Located within the Highland Area of Clay County.

The Planning Commission voted 5-0 to recommend approval.

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

Applicant is requesting a change in zoning to expand the current borrow pit and allow for mining of sand for road construction.

**ATTACHMENTS:**

Description	Type	Upload Date	File Name
▣ Application	Backup Material	12/20/2016	Application.pdf
▣ Staff Report	Backup Material	12/20/2016	Z-16-15Staff_report(PC).pdf
▣ Ordinance	Ordinance	12/20/2016	Ordinance_Z-16-15.pdf
▣ Staff Presentation	Backup Material	1/10/2017	Jan_3__2017_PC.pptx

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Coyle, Holly	Approved	1/17/2017 - 10:05 AM	

County  
Manager

Kopelousos,  
Stephanie

Approved

1/17/2017 - 2:04 PM



## ANDERSON COLUMBIA CO., INC.

P.O. Box 1829 • Lake City, FL 32056 - 1829

(386) 752-7585 • (386) 755-5430 FAX

Mr. Ed Lehman  
Division Director  
Clay County Zoning Department  
[Ed.Lehman@claycountygov.com](mailto:Ed.Lehman@claycountygov.com)

Re: Comprehensive Plan Amendment Request  
Zoning Amendment Request

Dear Mr. Lehman:

Please find attached proposed applications for amending the Clay County Comprehensive Plan and Zoning Code. In accordance with the Clay County Land Development Code I would like to request the required "Pre-Application Conference" be scheduled. The applications attached are for your review prior to the meeting. In addition, I have attached the required fees. If any adjustments to the fees are needed please advise. I look forward to meeting with you.

Sincerely,

A handwritten signature in dark ink, appearing to read 'J. McDougal', is written over the word 'Sincerely,'.

Joshua O. McDougal  
386-623-2267  
871 NW Guerdon St.  
Lake City, FL. 32055

## Rezoning Application



## Owner Information

Name Anderson Columbia Co., Inc. If the property is under more than one ownership please use multiple property ownership sheets.

Address P.O. Box 1829

City Lake City State Florida Zip Code 32056-1829

Phone Number +1 (386) 752-7585 Email zeb.cheshire@andersoncolumbia.com

## Parcel &amp; Rezoning Information

Parcel Identification Number 32-04-23-000322-000-00

Address OFF US HWY 301

Number of Acres Being Rezoned 134.35 Current Zoning AG Current Land Use Agriculture

Proposed Zoning EX Excavation I am Seeking A ☒ Permitted Use ☐ Conditional Use

Property Will Be Used As a site for the excavation and removal of construction material

## Required Attachments

Please Check The Following Included Attachments

- ☒ Deed ☒ Survey ☐ Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
- ☒ Agents Authorization Attachment A-1 ☒ Owners Affidavit Attachment A-2 ☒ Legal Description Attachment A-3

## Application Certification

I, hereby, certify that I am the owner or the authorized agent of the owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I., III. and XII of the Clay County Code.

Brian P. Schreiber  
 Owners Signature  
Brian P. Schreiber  
 Print Name

Date: 9/22/16



## Official Use

Date Received 1-13-17 Application Number \_\_\_\_\_ OT Number \_\_\_\_\_

PC Date 1-3-17 BCC Date 1-24-17 2nd BCC Date if Applicable \_\_\_\_\_

Accepted By 

5 acres \$750.00 plus \$20.00 per sign. Greater than 5 acres, \$750.00, plus \$20.00 per acre over 5, plus \$20.00 per sign.

For PUD, PCD, PID the fee is \$2200.00 plus \$7.00 per acre plus \$20.00 for each required sign.

# of Signs \_\_\_\_\_ Fee \_\_\_\_\_

## Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing . The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within 10 days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present**. If there are members of the public who wish to testify regarding your petition, they are normally allowed three minutes.

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your rezoning hearing, you will need a record of the proceedings at your expense, and for such purpose **you should 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.

The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

The rest of this space is intentionally left blank



CFN # 2016029005, OR BK: 3867 PG: 1467, Pages1 / 3, Recorded 6/15/2016 11:21 AM, Doc: D  
TARA S. GREEN Clerk Circuit Court, Clay County, FL Rec: \$27.00 Doc D: \$0.70  
Deputy Clerk HAMPSHIRET

This Instrument Prepared By:  
Michael H. Harrell  
Abstract & Title Services, Inc.  
111 East Howard Street  
Live Oak, Florida 32064

ATS# 1-37981

## CORRECTIVE WARRANTY DEED

Limited Liability Company to Corporation

THIS CORRECTIVE WARRANTY DEED made this 13<sup>th</sup> day of June, 2016, 301 Land Investments, LLC, A Florida Limited Liability Company, hereinafter called the grantor, to Anderson Columbia Co., Inc. whose post office address is: 871 NW Guerdon St., Lake City, FL 32055, hereinafter called the grantee:

*(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of limited liability company and/or corporation)*

WITNESSETH that the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situate in CLAY County, Florida, viz:

See Exhibit "A" Attached Hereto and by this Reference Made a Part Hereof

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TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

BK: 3867 PG: 1468

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Vera Lisa Hicks  
WITNESS

Vera Lisa Hicks  
PRINTED NAME

Mary Lyons  
WITNESS

MARY LYONS  
PRINTED NAME

301 Land Investments, LLC

BY: Daniel Crapps  
Daniel Crapps, as Managing Member

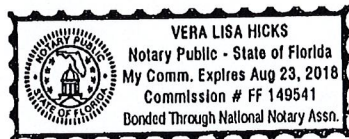
STATE OF FLORIDA  
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 13 day of June, 2016 by Daniel Crapps, as Managing Member of 301 Land Investments, LLC personally known to me or, if not personally known to me, who produced PK for identification and who did not take an oath.

(SEAL)

Vera Lisa Hicks  
NOTARY PUBLIC

My Commission Expires: 8-23-18



BK: 3867 PG: 1469

37981 wd301:andersoncol

## EXHIBIT "A"

A parcel of land lying in Sections 5 and 6, Township 5 South, Range 23 East and in Sections 31 and 32, Township 4 South, Range 23 East, Clay County Florida, explicitly described as follows:

Commence at the northeast corner of said Section 5; thence on the north boundary thereof S88°57'54"W, a distance of 74.78 feet to the POINT OF BEGINNING; thence S01°25'28"E, a distance of 158.20 feet; thence S89°00'42"W, a distance of 1052.56 feet; thence S85°35'39"W, a distance of 368.46 feet; thence N88°05'35"W, a distance of 676.96 feet; thence N89°45'32"W, a distance of 1466.47 feet; thence S81°30'43"W, a distance of 385.00 feet; thence S75°13'17"W, a distance of 256.93 feet; thence N57°37'59"W, a distance of 314.54 feet; thence S89°29'52"W, a distance of 657.96 feet; thence S89°30'04"W, a distance of 767.83 feet; thence N08°55'16"W, a distance of 345.98 feet; thence N12°56'07"W, a distance of 608.50 feet; thence N04°14'38"W, a distance of 548.55 feet; thence S79°58'15"E, a distance of 2344.34 feet; thence S80°18'20"E, a distance of 1754.50 feet; thence S80°13'10"E, a distance of 1485.28 feet; thence S82°49'27"E, a distance of 605.39 feet; thence S01°25'28"E, a distance of 308.00 feet to the POINT OF BEGINNING.

Together with those appurtenant easements for ingress and egress, as described in that certain Easement Agreement recorded in Official Records Book 3394, page 2157, Public Records of Clay County, Florida.





# Clay County Rezoning Agent Authorization Affidavit

Attachment A-1



Date: 9/22/16

## Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, Florida 32043

Re: Agent Authorization

To Whom It May Concern:

Be advised that I am the lawful owner of the property described in the provided legal description attached hereto. As the owner, I hereby authorize and empower

Kopelousos, Bradley & Garrison, P.A.

whose address is:

1279 Kingsley Avenue, Suite 118, Orange Park, Florida 32073

Phone 904-269-1111

Email Rich@claylawyers.com

to act as agent for rezoning the property located at: (address or parcel ID)

32-04-23-000322-000-00

and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change.

A handwritten signature in blue ink, appearing to read "Brian P. Schreiber", is written over a horizontal line.

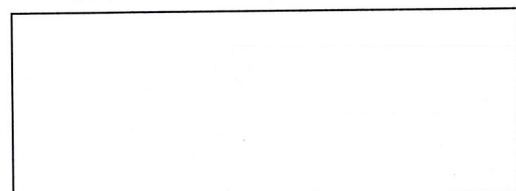
Owner's Signature

STATE OF FLORIDA

COUNTY OF ~~CLAY~~ COLUMBIA

The foregoing affidavit was sworn and subscribed before me this 22nd day of September

(month), 2016 (year) by Brian Schreiber, who is personally known to me or has produced \_\_\_\_\_ as identification.

A handwritten signature in blue ink, appearing to read "Janine M. Tomlinson", is written over a horizontal line.  
(Notary Signature)

Notary Seal



# Clay County Rezoning Property Ownership Affidavit

Attachment A-2



Date: 9/22/16

## Clay County Board of County Commissioners

Division of Planning & Zoning  
Attn: Zoning Chief  
P.O. Box 1366  
Green Cove Springs, Florida 32043

To Whom It May Concern:

Be advised that I am the lawful owner of the property described in the provided legal description attached hereto.  
I give full consent to process the application for rezoning.

Handwritten signature of Brian P. Schreiber in blue ink.

Owner's Signature

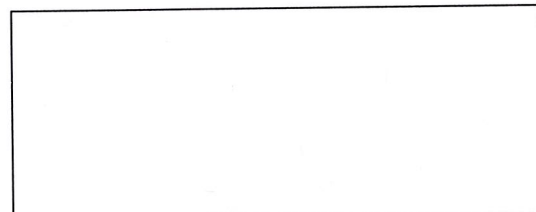
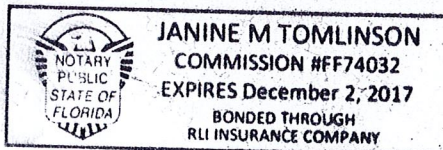
Print Name: Brian P. Schreiber

STATE OF FLORIDA

COUNTY OF Clay ~~COLUMBIA~~

The foregoing affidavit was sworn and subscribed before me this 22nd day of September

(month), 2016 (year) by Brian Schreiber, who is personally known to  
me or has produced \_\_\_\_\_ as identification.

Handwritten signature of Janine M. Tomlinson in blue ink.  
(Notary Signature)

Notary Seal

BK: 3867 PG: 1469

## LEGAL DESCRIPTION (Attachment A-3)

37981 wd301:andersoncol

## EXHIBIT "A"

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Together with those appurtenant easements for ingress and egress, as described in that certain Easement Agreement recorded in Official Records Book 3394, page 2157, Public Records of Clay County, Florida.



**Clay County Division of Planning & Zoning**  
**Staff Report and Recommendation**

**Application Number Z-16-15**

**Owner / Agent Information**

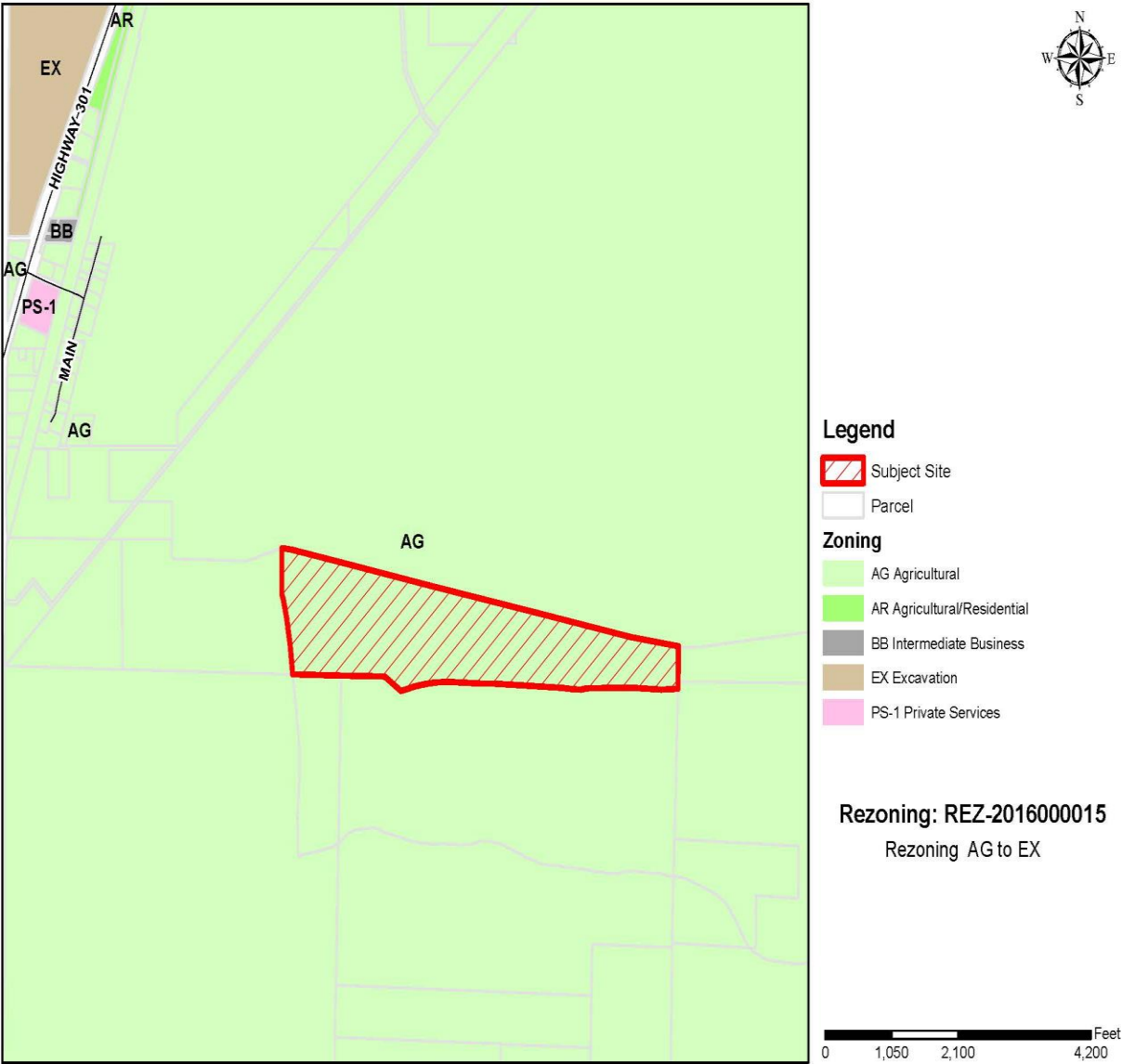
**Owner / Petitioner**      Anderson Columbia  
P.O. Box 1829  
Lake City, FL 32056

**Agent:**                      N/A

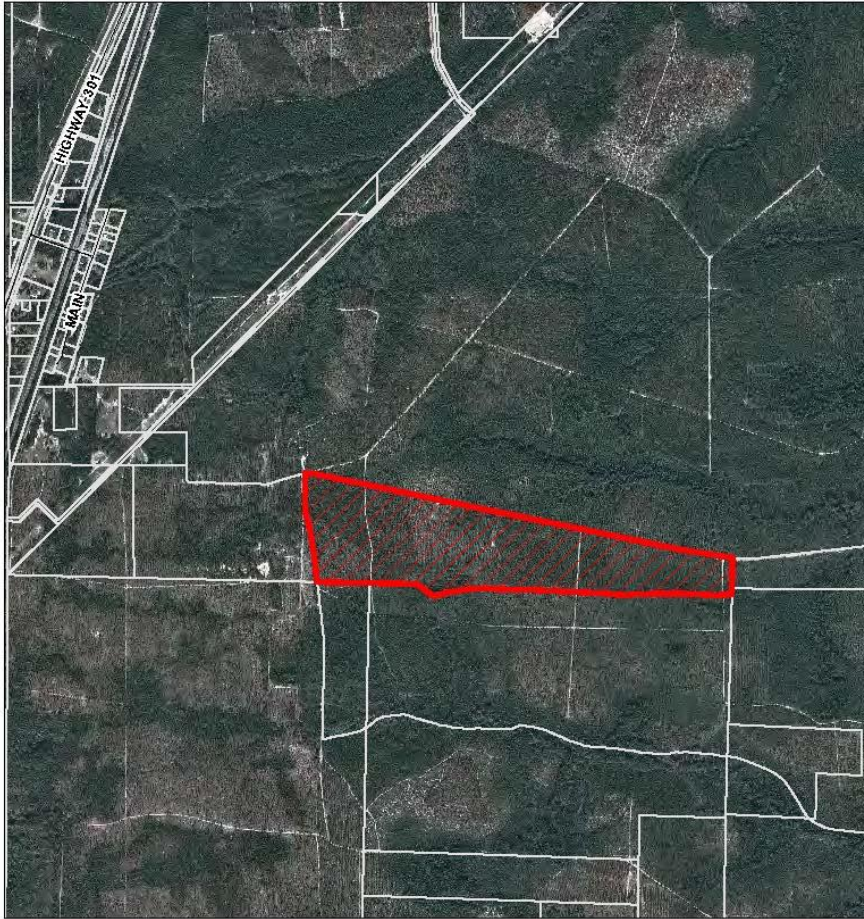
**Parcel, Zoning, Land Use, and Other Information**

<b>Parcel ID #</b>	000322-000-00
<b>Physical Address</b>	N/A
<b>Planning District:</b>	1 (Middleburg / Clay Hill)
<b>Commission District:</b>	4 (Commissioner Burney)
<b>Existing Zoning District:</b>	AG (Agriculture)
<b>Proposed Zoning District:</b>	EX (Excavation)
<b>Future Land Use Category:</b>	AG (Agriculture)
<b>Acreage:</b>	134.35 +/- acres
<b>Planning Commission Date:</b>	January 3, 2017 @7:00 p.m.
<b>Board of County Commissioners Date:</b>	January 24, 2016 @ 2:00 p.m. or as soon thereafter

Surrounding Zonings and Site Photos





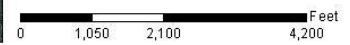


**Legend**

-  Subject Site
-  Parcel

**Rezoning: REZ-2016000015**

Rezoning AG to EX







## Proposed EX Zoning District

### Sec. 3-42. EXCAVATION (Zone EX)

- (a) *Intent.* It is the intent of this district to provide for the control of excavation activities within Clay County in order to protect the natural resources of the County. It is the further intent of this district to further the clearly articulated, affirmatively expressed and actively supervised state police as expressed in Chapter 211, Florida Statutes. The criteria within this district are declared to be the minimum necessary to protect the health, safety and welfare of the citizens of Clay County.
- (b) *Definitions.*
- (1) *Mine* shall mean an area of land on which mining operations have been conducted, are being conducted, or are planned to be conducted, as the term is commonly in the trade.
  - (2) *Mining operation* shall mean all functions, work, facilities, and activities in connection with the development, extraction - whether primary or secondary - or processing of mineral deposits on lands subject to the provisions of Chapter 211, Part II, Florida Statutes, and all uses reasonable incident thereto, such as the construction of roads or other means of access, pipelines, waste disposal and storage, and recirculating water systems. The term "processing" shall not include rock drying or the processing of rock in a chemical processing plant.
  - (3) *Mining unit* shall mean the number of acres which an operator will disturb or affect as part of the mining operation during the year's period covered by a reclamation application.
  - (4) *Operator* shall mean the person engaged, or seeking to be engaged, in a mining or reclamation operation or any other person who is obligated to reclaim mined lands pursuant to Chapter 211.32, Florida Statutes.
  - (5) *Overburden* shall mean the earth and other minerals which overlie the ore and which must be removed to gain access to the ore body.
  - (6) *Reclamation* shall mean the reshaping of land disturbed or affected by mining operations to an appropriate contour considering the type of use prior to mining operations, during the mining operations, and planned use after reclamation, and the surrounding topography and shall include revegetation of the lands in an approved manner.
  - (7) *Restoration* shall mean the return of the natural function of lands, waters, or a

particular habitat condition as nearly as possible to the state in which it existed prior to mining operation being commenced.

- (8) *Revegetation* shall mean providing either a diverse vegetation, native to the area, capable of self-regeneration at least equal in permanence to the natural vegetation or an agricultural or silvicultural crop suitable to the reclamation program and the surrounding areas.
- (9) *Wetland* means those areas identified by Rule of the Department of Environmental Protection and/or the St. Johns River Water Management District. (Amended 2/03 – Ord. 03-20)
- (10) *Excavation* shall mean the digging, stripping, or removal by any process of natural materials or deposits from their natural state and location, said materials, and deposits to include rock, stone, minerals, shell, sand, marl, muck, and soil, but not including sod. Excavation shall not include the creation of water bodies undertaken as a part of a planned unit development or other subdivision nor shall it include activities associated with the construction of stormwater management facilities.
- (11) *Environmentally Sensitive Area* is an area identified as a biological “hot spot” which may provide habitat for more than seven listed wildlife and plant species, as identified by an accredited biologist. Also ecologically sensitive vegetative communities including longleaf pine, turkey oak, or sand hill communities that are at least two acres in size. (Amended 2/03 – Ord. 03-20)
- (c) *Uses Permitted.* Activities associated with normal excavation and mining activities as defined herein; notwithstanding the provisions hereof, an incinerator or industrial furnace as an accessory use for such excavation and mining activities only is permitted, provided the incineration is incident to such excavation and mining activities, and provided that such incineration is fully permitted by all applicable state and federal regulatory agencies.
- (d) *Conditional Uses.* The following uses are permitted in the EX Zoning District, subject to the conditions provided in Section 20.3-5.
  - (1) Communication Antennas and Communication Towers, including accessory buildings, tower support and peripheral anchors as governed by the provisions of Section 20.3-46 of the Clay County Land Development Code. (Amended 11/26/96 - Ord. 96- 58).
  - (2) Radio, Television, Microwave Relay Stations or Towers and Accessory Equipment

Buildings constructed for public or private use provided that the parcel ownership shall be public. (Ord. 95-53 - 11/28/95)

- (3) Land Clearing Debris Disposal Facility (Amended 6/98 - Ord. 98-27)
- (e) *Uses Prohibited.* Any use not described herein, or as determined by the Directors of the Planning and Zoning Department. (Amended 2/03 – Ord. 03-20)
- (f) *Minimum Size and Other ~~Location~~ Criteria.* (Amended 2/03 – Ord. 03-20)
  - (1) Minimum lot size is three (3) acres.
  - (2) Access to a paved public right-of-way.
  - (3) Located outside an identified floodplain, floodway, or wetland.
  - (4) The following buffers shall be required where active mining operations are less than 2,000 feet from affected properties:
    - (i) A 200 foot perimeter buffer shall be required where any active mining location is adjacent to residential land uses. The buffer shall include at a minimum:
      - a. A row of evergreen canopy trees which are not less than ten feet high at the time of planting, a minimum of two inch caliper, spaced not more than thirty feet apart, and planted within ten feet of the property line; and,
      - b. A privacy fence or masonry wall, architecturally finished on all sides, a minimum height of six feet, and if a block wall, painted on all sides; and,
      - c. Turf grass, low growing evergreen plants or evergreen ground cover planted over the balance of the buffer.
      - d. In lieu of the requirements of A, B, and C above, a naturally vegetative undisturbed wooded area shall be preserved. This wooded buffer shall maintain an 85% opacity during all seasons and a minimum width of one hundred feet, and may be permitted with the Zoning Director's approval. Sections lacking opacity can be planted to achieve a continuous visual screen, or a landscaped berm of at least six feet in height that obscures the view from adjacent property at the time of planting.

- e. If D, above is not a feasible option due to the lack of wooded areas along property lines, a 125 foot buffer of the following type may be allowed, also in lieu of the requirements of A, B, and C above. This buffer includes a 50 foot buffer along the property line with an additional zone that is at least 75 feet in width provided landward of the buffer area. This additional zone shall include a topsoil pile that will direct drainage away from wetlands. The topsoil pile shall be naturally revegetated within 30 days of their construction or they will be seeded and mulched. An erosion preventive vegetative cover must be established within 3 months of seeding, be adequately vegetated with grass or some other form of ground cover and the topsoil pile zone shall include a silt screen placed where the zone and fifty foot buffer meet.
- (ii) A one hundred foot perimeter buffer shall be required where any active mining location is adjacent to commercial and agricultural (excluding silviculture) land uses. The buffer shall include at a minimum:
- a. A row of evergreen canopy trees which are not less than ten feet high at the time of planting, a minimum of two-inch caliper, spaced not more than thirty feet apart, and planted within ten feet of the property line; and,
  - b. A masonry wall, architecturally finished on all sides, a minimum height of six feet, and if a block wall, painted on all sides; and,
  - c. Turf grass, low growing evergreen plants or evergreen ground cover planted over the balance of the buffer.
  - d. In lieu of the requirements of A, B, and C above, a naturally vegetative undisturbed wooded area shall be preserved. This wooded buffer shall maintain an opacity of at least 85% during all seasons and a minimum width of seventy-five feet, and may be permitted with the Zoning Director's approval. Sections lacking opacity can be planted to achieve a continuous visual screen.
  - d. If D above is not a feasible option due to the lack of wooded areas along property lines, a 125 foot buffer of the following type may be allowed, also in lieu of the requirements of A, B, and C above. This buffer includes a 50 foot buffer along the property line with an additional zone that is at least 75 feet in width provided landward of the buffer area. This additional zone shall include a topsoil pile that will direct drainage away from wetlands. The topsoil pile shall be naturally revegetated within 30 days of their construction or



they will be seeded and mulched. An erosion preventive vegetative cover must be established within 3 months of seeding, be adequately vegetated with grass or some other form of ground cover and the topsoil pile zone shall include a silt screen placed where the zone and fifty foot buffer meet.

- (iii) A 200 foot buffer shall be required between any active mining location and any jurisdictional wetland. A 50 foot buffer may be permitted if an additional zone that is at least 75 feet in width is provided landward of the buffer area. This additional zone shall include a topsoil pile that will direct drainage away from wetlands. The topsoil pile shall be naturally revegetated within 30 days of their construction or they will be seeded and mulched. An erosion preventive vegetative cover must be established within 3 months of seeding, be adequately vegetated with grass or some other form of ground cover and the topsoil pile zone shall include a silt screen placed where the zone and fifty foot buffer meet.
- (iv) A 100 foot buffer shall be required where any active mining location is adjacent to a public road. The buffer shall include at a minimum:
  - A. A row of evergreen canopy trees which are not less than ten feet high at the time of planting, a minimum of two inch caliper, spaced not more than thirty feet apart, and planted within ten feet of the property line; and,
  - B. A wood privacy fence, chain link fence with slats and/or screen cloth, or masonry wall, architecturally finished to the outside, a minimum height of six feet.
  - C. In lieu of the requirements of A and B above, a naturally vegetative undisturbed wooded area shall be preserved. This wooded buffer shall maintain an opacity of at least 85% during all seasons and a minimum width of fifty feet, and may be permitted with the Zoning Director's approval. Sections lacking opacity can be planted to achieve a continuous visual screen.
  - D. If C above is not a feasible option due to the lack of wooded areas along property lines, a 125 foot buffer of the following type may be allowed, also in lieu of the requirements of A and B above. This buffer includes a 50 foot buffer along the property line with an additional zone that is at least 75 feet in width provided landward of the buffer area. This additional zone shall include a topsoil pile that will direct drainage away from wetlands. The topsoil pile shall be naturally revegetated within 30 days of their construction or

they will be seeded and mulched. An erosion preventive vegetative cover must be established within 3 months of seeding, be adequately vegetated with grass or some other form of ground cover and the topsoil pile zone shall include a silt screen placed where the zone and fifty foot buffer meet. (Amended 2/03 – Ord. 03-20)

- (5) Environmentally Sensitive Areas shall be left undisturbed to the greatest extent possible, and shall only be impacted if avoidance would substantively reduce the ability of the applicant to mine the site. If such areas are impacted, the applicant will demonstrate how such areas will be restored, and will also demonstrate through the phasing plan and site plan that travel corridors will exist to allow for wildlife movement across or around impacted areas throughout the mining process. (Amended 2/03 – Ord. 03-20)

(g) *Application Requirements.*

- (1) The applicant shall be required to attend a pre-application conference with the Directors of the Planning and Zoning Department. The Directors shall invite, as a minimum, representatives from the St. Johns River Water Management District and Department of Environmental Protection to attend the conference. (Amended 2/03 – Ord. 03-20)
- (2) The applicant shall complete the appropriate application forms as provided by the Zoning Department and pay the applicable fee. (Amended 2/03 – Ord. 03-20)
- (3) The applicant shall complete a site plan substantially in conformance with the requirements of this paragraph, with the rezoning application. The site plan shall show the following elements: Property boundaries, active mining areas, proposed mining areas, adjacent land uses, adjacent structures, environmentally sensitive areas, wildlife travel corridors (if any), and adjacent and vicinity roadways (public and private). Additionally, the applicant shall submit a phasing plan that will govern the timing of operations, buffer implementation, and the timing of impacts to generalized areas. This phasing plan may be updated with the approval of county staff, but at no time shall any mining operations occur that impact affected properties without the adoption of, or the amendment of an approved plan. The other specific requirements will be determined at the pre-application conference. The intent is not to duplicate state agency requirements. (Amended 2/03 – Ord. 03-20)
- (4) The applicant shall prepare an environmental assessment report with the zoning application that demonstrates proposed operations on the ground water resources and the land uses within one mile of the site. This report shall specifically identify environmentally sensitive areas, shall indicate which of these

areas are to be left undisturbed and which are to be impacted, and shall also identify any planned wildlife travel corridors. (Amended 2/03 – Ord. 03-20)

- (5) The applicant shall file all permits, performance bonds, and reclamation plans filed to state agencies to the County prior to the commencement of mining. In the event that a performance bond is not required by state agencies, the County will require a feasible form of financial assurance, e.g. certificates of deposit, corporate guarantee, etc., to ensure that needed reclamation occurs. Upon receipt of all required agency documentation and financial assurances, the County shall issue an Operations letter that will authorize commencement of mining activities. (Amended 2/03 – Ord. 03-20)
- (6) Copies of the annual progress reports required by the Department of Environmental Protection and those that may be required by other state agencies shall be submitted concurrently to the Director of the Zoning Department. (Amended 2/03 – Ord. 03-20)
- (7) Final approval of the mining application shall be made by the Directors of the Planning and Zoning Departments. (Amended 2/03 – Ord. 03-20)

## **Staff Report & Recommendation**

The applicant is requesting a change in zoning from AG (agriculture) to EX (excavation) for uses permitted within the district. The subject property is in western Clay County, near US 301, south of County Road 218, located partly within and to the east of the designated, but undeveloped, 301 Corridor Industrial Park. The applicant currently operates a borrow pit on 30.5 acres of the site. The applicant is requesting to develop the entire site for a sand mine for the purpose of providing sand for road construction projects in Clay and surrounding counties. Clay County Public Works has approved access to US 301 via Main Street and Richard Mosley Road. This application is a companion rezoning to CPA 2016-09 to amend the Future Land Use Map (FLUM) from Agriculture and Industrial Park to Mining on 135.35 acres. The subject property is surrounded by lands designated Agriculture on the North, East and South, however Industrial Park is designated at the western boundary. The subject property and surrounding properties are zoned Agriculture.

Staff has reviewed the application and has determined that the change in zoning is consistent with the Comprehensive Plan, with the adoption of CPA 2016-9, and compatible with the surrounding area. Staff recommends approval of Z-16-15.

## **ORDINANCE**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY UNDER ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED BY ORDINANCE 93-16; FROM ITS PRESENT ZONING CLASSIFICATION OF “AG” AGRICULTURAL DISTRICT TO “EX” EXCAVATION; PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

**SECTION 1.** Pursuant to the application of Anderson Columbia Co., Inc., owner of the following described lands, zoning classification of “AG” Agricultural District on the following described land:

See Attached Exhibit “A”

**Z-16-15 is hereby changed to “EX” Excavation.**

**SECTION 2. Effective Date:** This Ordinance shall become effective immediately upon receipt of official acknowledgement of the office of the Secretary of State to the Clerk of the Board of County Commissioners, that same has been filed.

**SECTION 3.** Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

**SECTION 4.** The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

**SECTION 5.** If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may 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.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this

\_\_\_\_\_ Day of \_\_\_\_\_, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
CLAY COUNTY, FLORIDA

\_\_\_\_\_  
COUNTY MANAGER AND CLERK OF  
THE BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
WAYNE BOLLA  
ITS CHAIRMAN

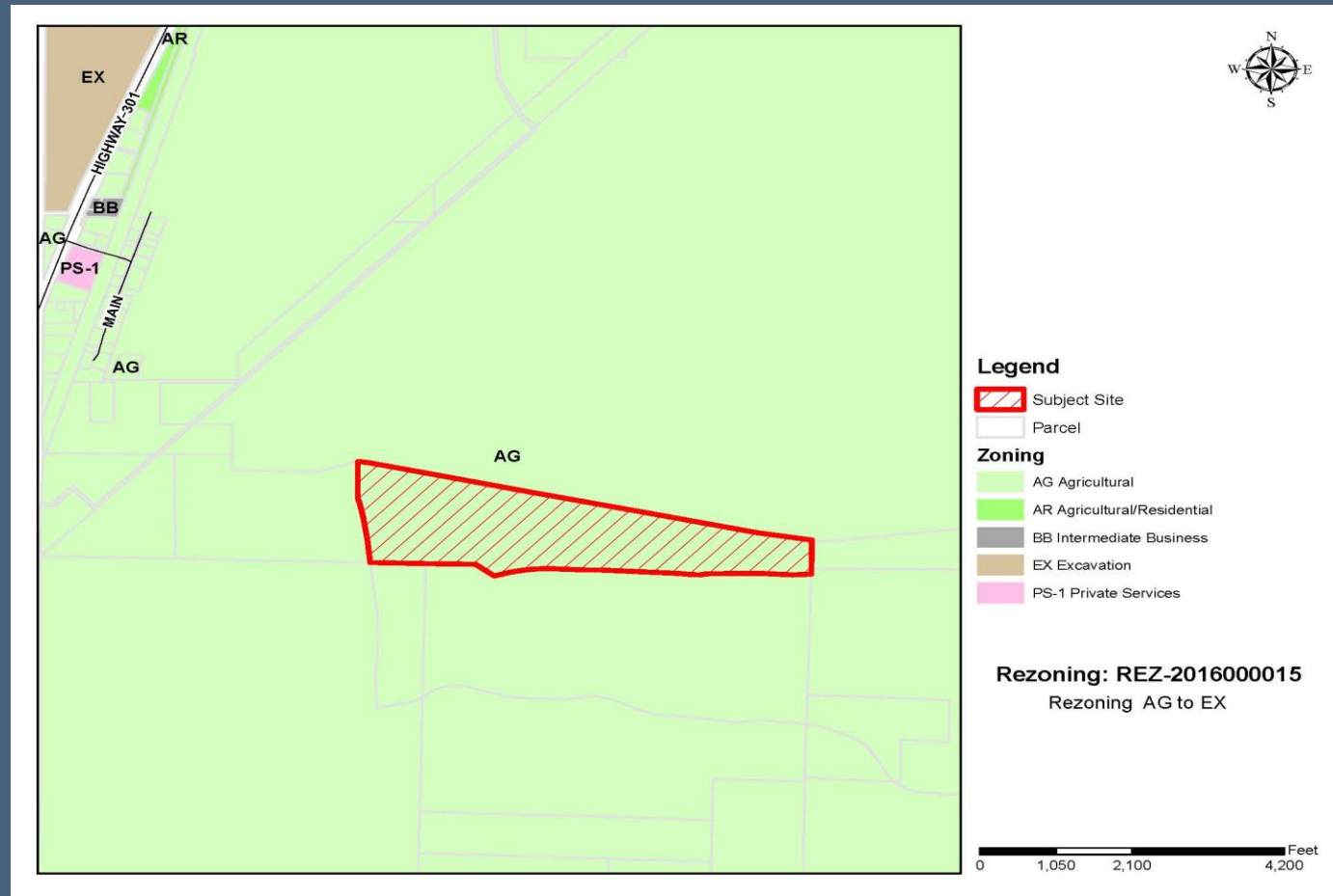




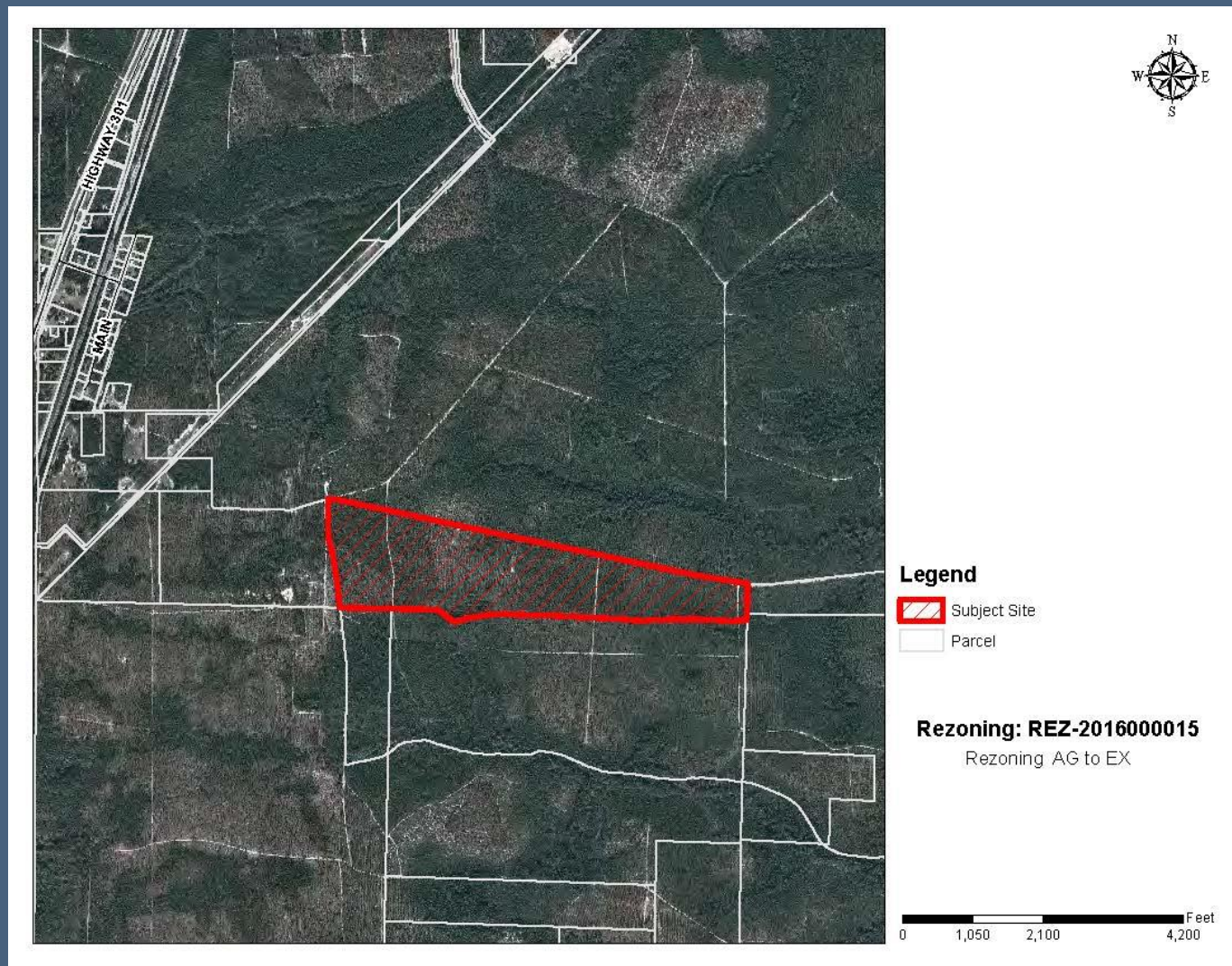
## Z-16-15

- The applicant is requesting a change in zoning from AG (agriculture) to EX (excavation)
- The rezoning consists of 134.35 +/- acres and is located within the agriculture future land use category.

# Surrounding Uses / Zoning Districts



# Aerial / Site Photos



# Applicant Request

- The applicant is requesting a change in zoning in order to operate a sand mine on the property. The current agricultural zoning limits the size of any excavation operation.
- If granted the mining operation shall comply with requirements of the excavation zoning district.



## Staff Recommendation

- Staff has reviewed the application and has determined that the change in zoning is consistent with the Comprehensive Plan and compatible with the surrounding area.
- Staff recommends approval of application Z-16-15 contingent upon approval of CPA 16-09 which will change the land use from agriculture to mining.
- The PC and BCC voted to transmit CPA 16-09 and that application will up for adoption at the January 24<sup>th</sup> BCC meeting.





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County Commissioners

DATE: 1/18/2017

FROM: Carolyn Morgan, Chief Planer

SUBJECT:

Consider transmittal of CPA 2016-11 to remove the Lake Asbury Greenbelt from property located at Sandridge and Feed Mill Roads, in Commission District 5, Mr. Hendry.

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

Planning Commission held a public hearing on January 3, 2017 and recommended approval on a vote of 5-0.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ BCC cover memo	Cover Memo	1/18/2017	BCC_cover_memo_transmittal_CPA_16-11__LA_Greenbelt_012417.pdf
▢ Staff Memo CPA 2016-11 LA Greenbelt	Cover Memo	1/18/2017	CPA_16-11_LA_Greenbelt_memo_121916.pdf
▢ PC presentation CPA 2016-11	Cover Memo	1/18/2017	CPA_2016-11LA_Greenbelt_wisteria_PC_ppt_010317.pptx
▢ Draft Ordinance CPA 2016-11 LA Greenbelt	Cover Memo	1/18/2017	Draft_Ordinance_CPA_20117-01_LA_Greenbelt_wisteria_121616.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Planning	Lehman, Ed	Rejected	1/18/2017 - 2:05 PM	
Planning	morgan, carolyn	Approved	1/18/2017 - 2:12 PM	Resubmitted

Planning	Lehman, Ed	Approved	1/18/2017 - 2:12 PM
Planning	Coyle, Holly	Approved	1/18/2017 - 2:26 PM



**Department of Economic  
and Development Services**

**Memorandum**

**To:** Board of County Commissioners

**From:** Carolyn Morgan, AICP  
Chief Planner

**Date:** January 24, 2017

**Re:** Public Hearing to consider Transmittal of Comprehensive Plan Amendment 2016-11,  
Lake Asbury Greenbelt.

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**Issue:** Consider Transmittal of Large Scale Comprehensive Plan Amendment 2016-11, to remove the Lake Asbury Greenbelt on property located at Sandridge and Feed Mill Roads, Commission District 5 (Mr. Hendry).

**Background:** The Planning Commission held a public hearing on January 3, 2017 and recommended approval unanimously.

**Recommendation:** The Planning staff recommends approval.



**Department of Economic  
and Development Services**

**Memorandum**

**To:** Planning Commission  
**From:** Carolyn Morgan, Chief Planner  
**Date:** January 3, 2017

**Re:** Planning Commission Consider Transmittal of Large Scale Future Land Use Amendment CPA 2016-11, Lake Asbury Greenbelt.

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**INTRODUCTION**

This is an application by Clay County Planning and Zoning Division, to amend the Future Land Use Map (FLUM), Lake Asbury Master Plan Map to remove the Greenbelt designation across tax parcel 010101-000-00. The subject parcel is located in the Lake Asbury/Penney Farms Planning District, and in Commission District 5 (Mr. Hendry).

**DESCRIPTION**

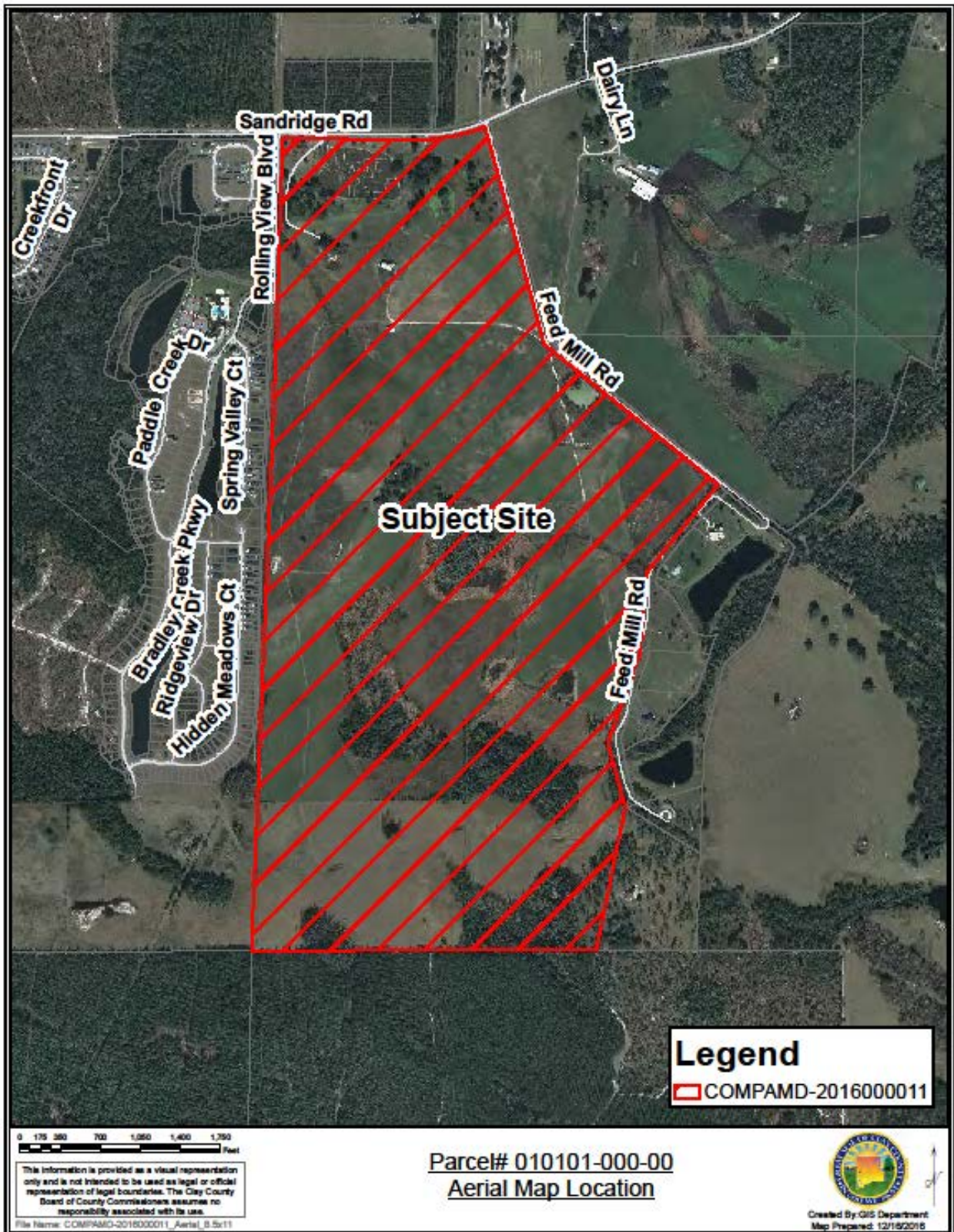
In addition to the Lake Asbury MPC and VC designations, the subject parcel also is designated as a linear Greenbelt from east to west across the property. The subject parcel was used as a dairy farm in the past. The property does not include any lands designated as Greenway on the Lake Asbury Master Plan.

**ANALYSIS**

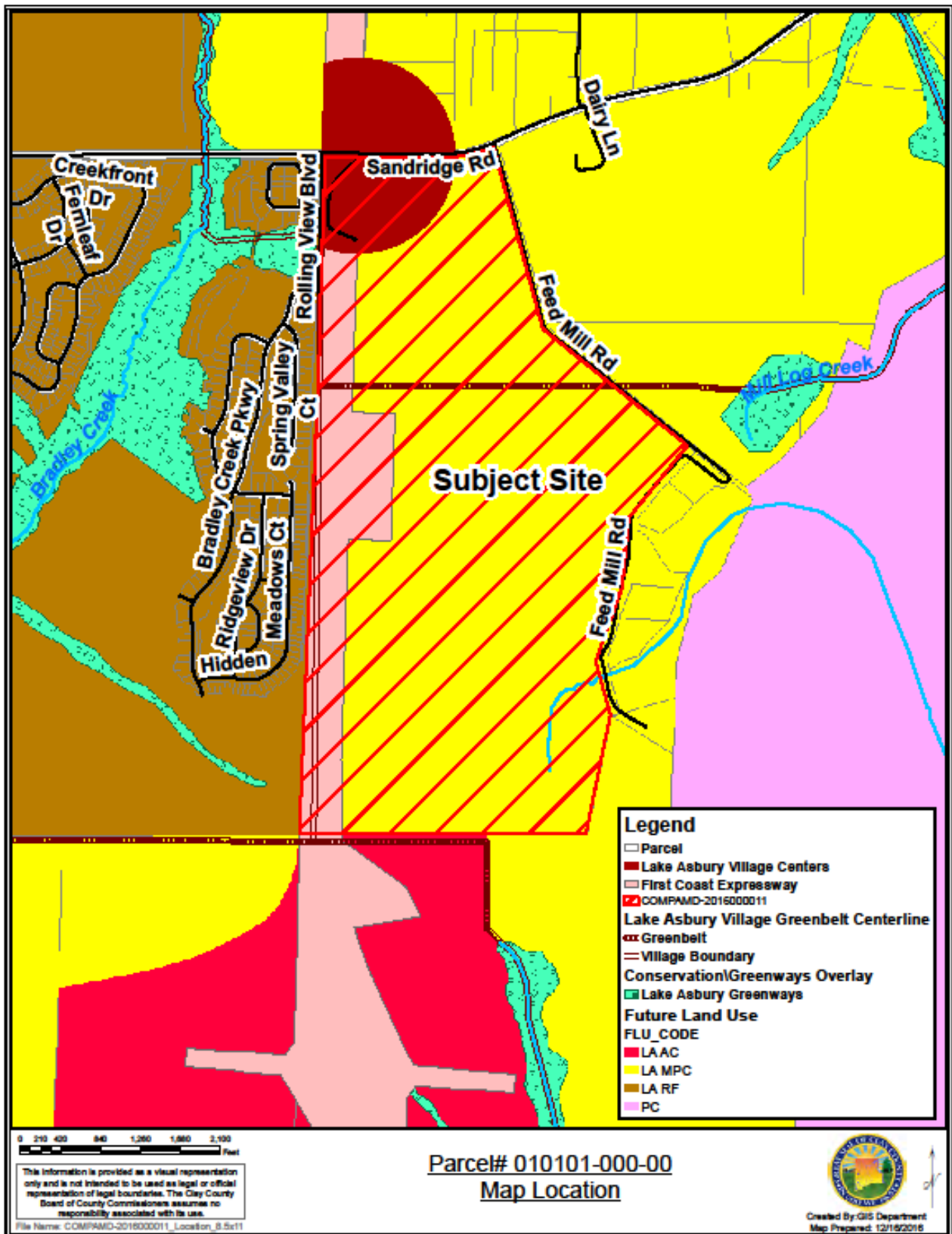
The Lake Asbury Greenbelt is described in Lake Asbury Future Land Use Policy 4.14:

".... Greenbelts shall define village boundaries, and will also serve to provide important upland greenway connections. Greenbelts shall connect such natural features such as creeks and linear wetlands. Greenbelts will be created through the transfer of upland densities within parcels. Such "Greenbelts" shall also serve to define village boundaries with a single village greenbelt width that exceeds an average of 250 feet in width, with a minimum width of 150 feet."

The existing designated Greenbelt in the subject property is not consistent with the degraded wetland areas that are oriented diagonally across the northern part of the property. Those







wetland areas are intended to be maintained in the pending Wisteria Mixed Use residential site plan but were not determined to be significant enough to be mapped in the Lake Asbury Master Plan. Mill Log Creek as shown on the adjacent parcel appears to end east of the subject parcel. Also, as can be seen in the attached land use map, the Greenbelt does not appear to have been shown to connect to the Bradley Creek system to the west of the subject property, and will certainly not connect when the First Coast Expressway is built. The Greenbelt designation is also utilized to provide "Village Boundaries." If that was intended, the Village boundary, as applied to this property, would cut across the proposed development, and would not at all be consistent with the planned relationship with the Village Center designated at Sandridge Road. Staff will further examine the greenbelt designations in the update of the comprehensive plan.

**RECOMMENDATION:**

Staff recommends the removal of the Greenbelt designation on Tax Parcel 010101-000-00, the proposed Wisteria Dairy Mixed Use.



# Comprehensive Plan Amendment 2016-11 Lake Asbury Greenbelt

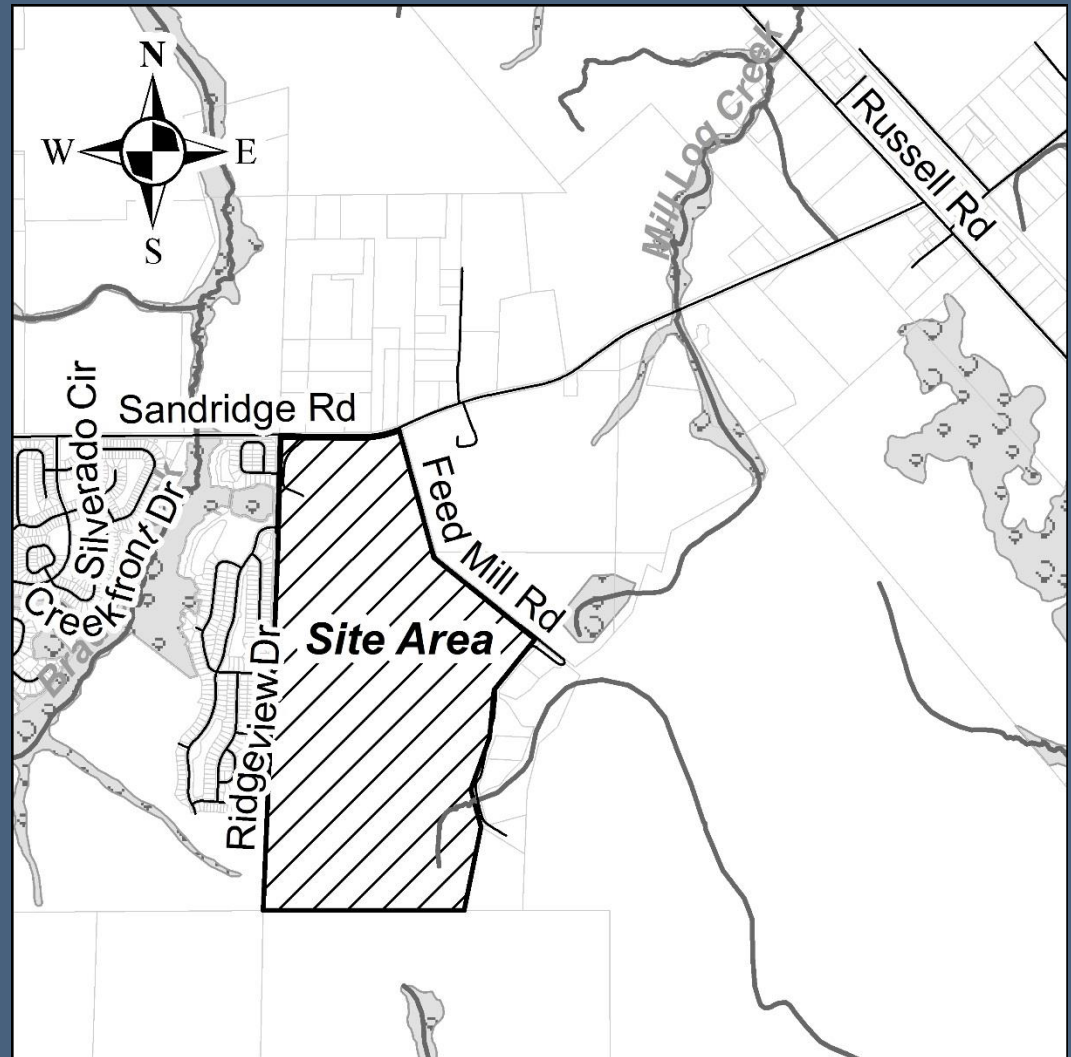
Planning & Zoning / Economic and  
Development Services

# CPA 2016-11

- Applicant: Clay County Planning & Zoning Division
- Public Hearing to consider transmittal of a large scale Future Land Use Map Amendment to amend the Greenbelt designation on Tax parcel 010101-000-00, (Wisteria Dairy MU.)
- Located in Lake Asbury/Penney Farms Planning District; Commission District 5 (Mr. Hendry).

# Location

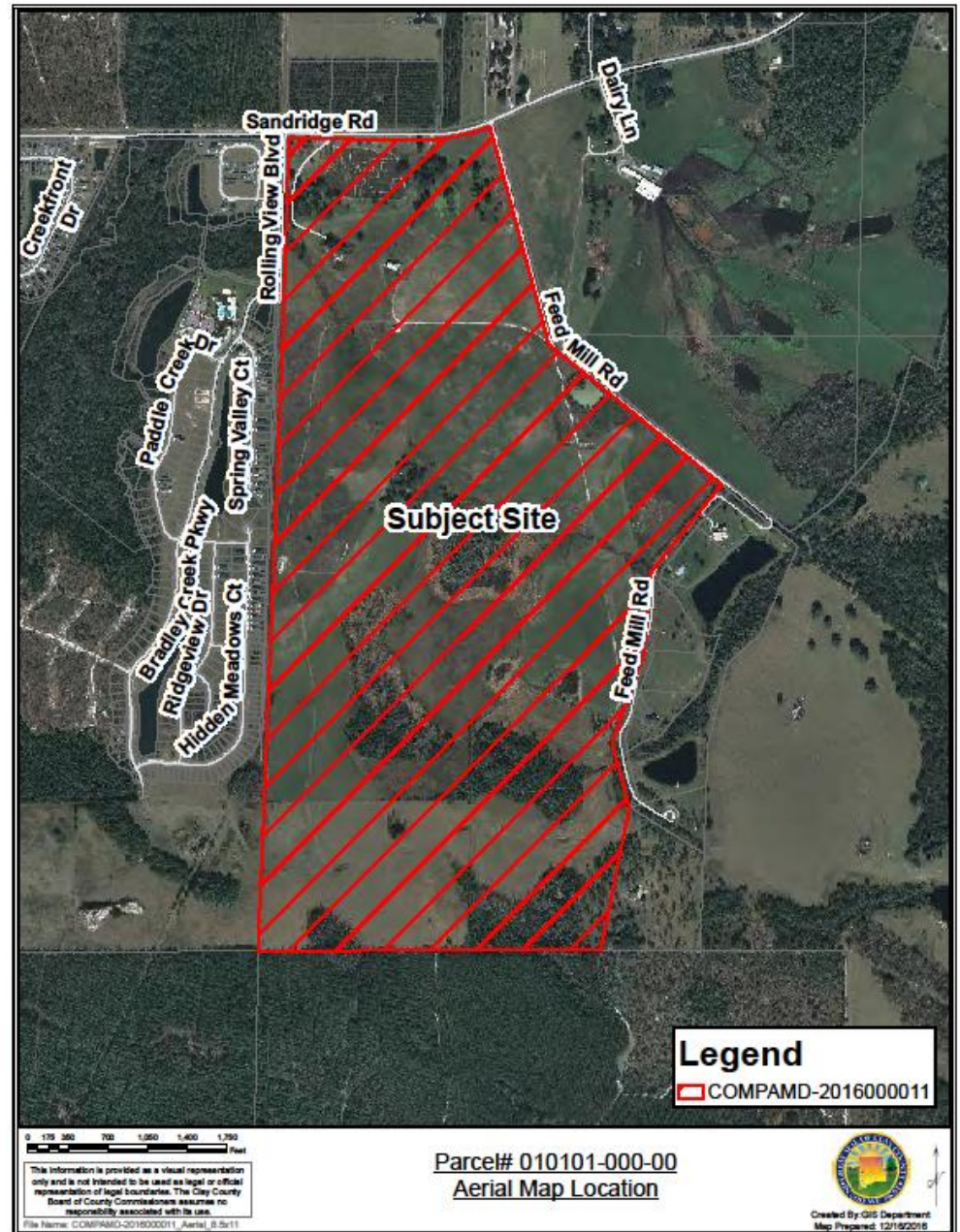
Tax Parcel  
010101-000-  
00





# Aerial Map

Former Dairy Farm

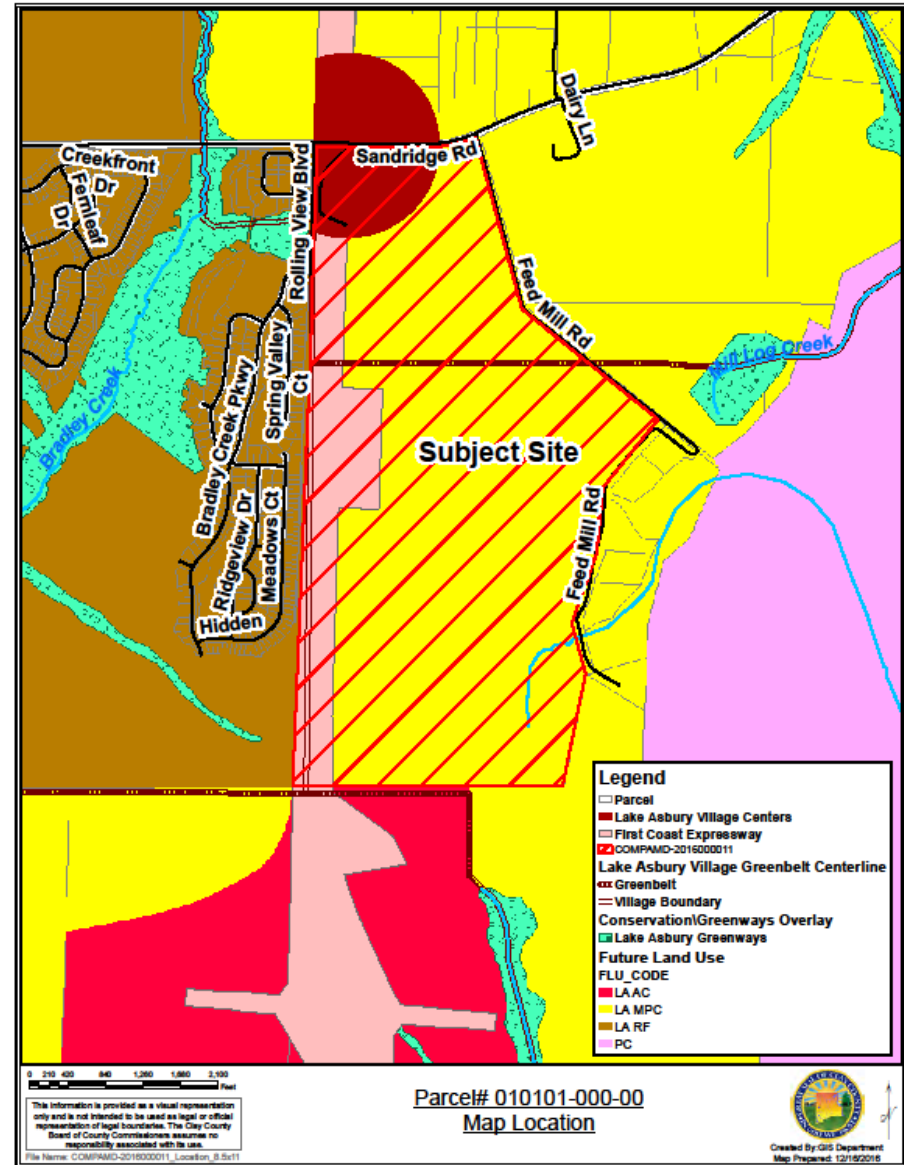


1/18/2017

# Land Use Map

Existing Land Use designation is LA MPC and LA VC. The east to west line traversing the property is the designated Greenbelt.

1/18/2017





# Lake Asbury Master Plan 2025 FLUM

Map Adoption: Ord. 09-41, Oct. 27, 2009

## Amendment Revised:

SAR 04	Ord. 09-41	Oct. 27, 2009
CYS 10-4	Ord. 10-36	Aug. 24, 2010
124ERS	Ord. 13-42	July 23, 2013
134ESR	Ord. 15-43	July 23, 2015

## Lake Asbury Legend

- LA RC
- LA RF
- LA RRSV
- LA MPC
- LA RP
- PC
- LA AC
- LA IVC
- LA VC
- LA SOL
- LA COM

## Conservation/Greenways Overlay

- Greenways
- Greenbelt
- Village Boundary

## Transportation

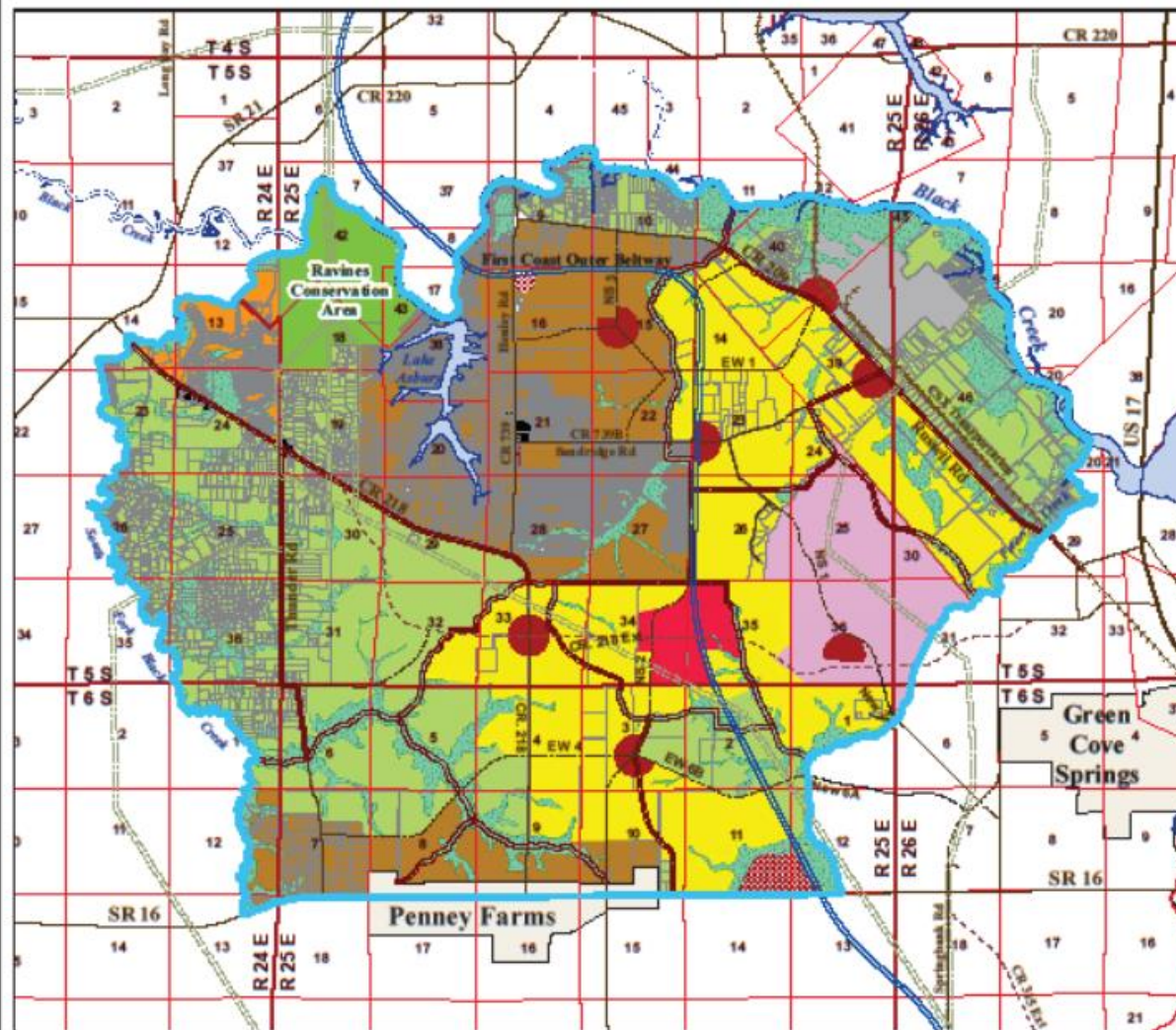
- First Coast Outer Beltway
- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local Street
- Proposed Future Roads
- Pat's Creek Business Park Improvements
- Railroad

## Misc. Map Legend

- Section Lines
- Township Lines
- Power Line
- Master Plan Boundaries
- Open Water
- Municipal



Scale: 0 0.4 0.8 1.6 Miles



# LA Policy 4.14

- “...Greenbelts shall define village boundaries, and will also serve to provide important upland greenway connections. Greenbelts shall connect natural features such as creeks and linear wetlands. Greenbelts will be created by a transfer of upland densities within parcels. Such “Greenbelts” shall also serve to define village boundaries with a single village greenbelt width that exceeds an average of 250 feet in width , with minimum width of 150 feet.”

# Existing Condition

- Subject property has been a dairy farm and a borrow pit.
- The degraded wetlands that will be restored as part of the residential development are not protected wetlands on the Lake Asbury Master Plan Map.
- The east to west alignment of the mapped Greenbelt does not align with the degraded wetlands that are existing in a southeast to northwest alignment.
- The First Coast Expressway will be constructed along the western border of the property precluding any upland connection to the Bradley Creek system.

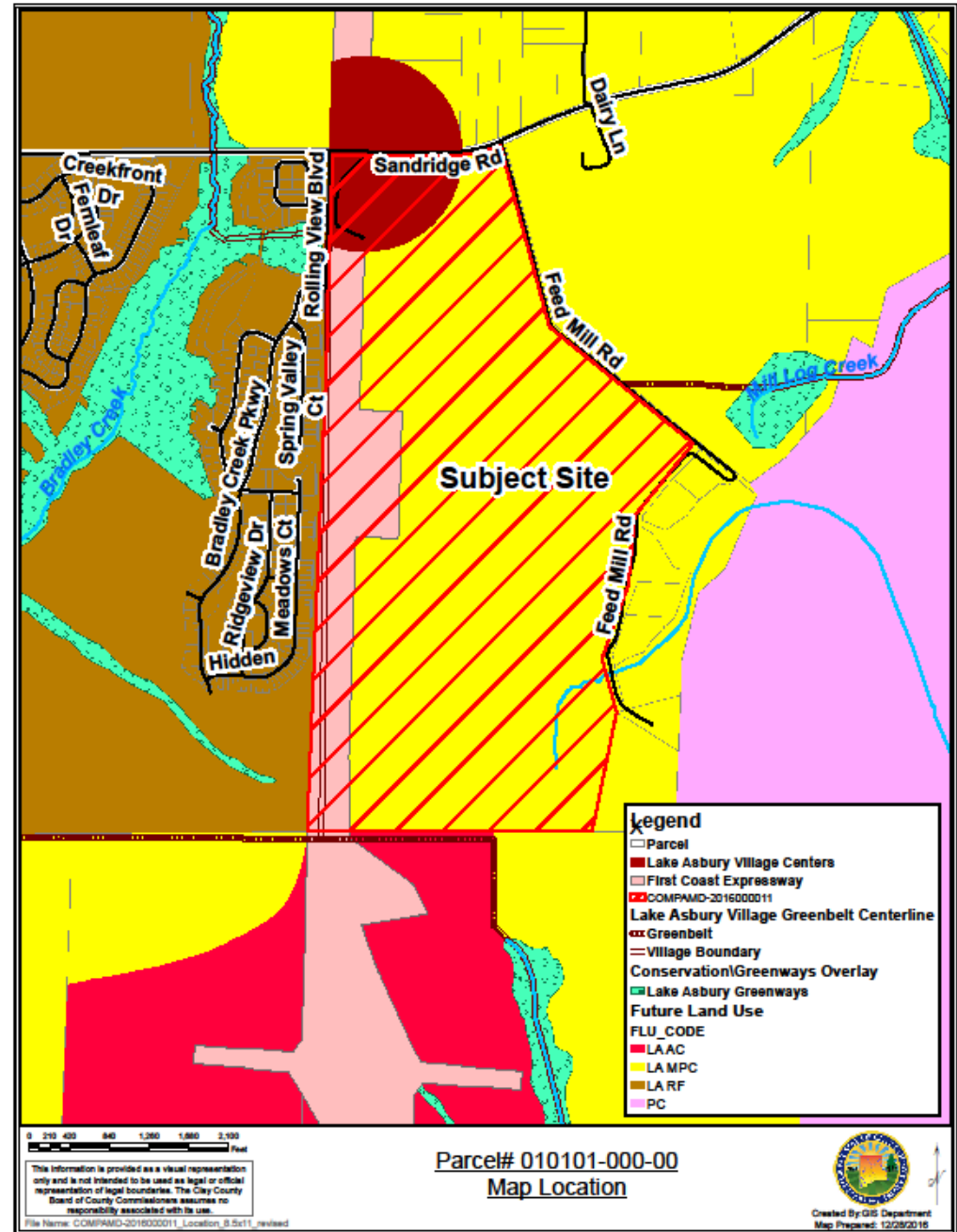


# Analysis

- The existing designated green belt does not appear to create an upland greenway connection, nor does it appear to be arranged to create a village boundary. The subject property contains a portion of the Village Center, and there is no reason to assume some type of boundary in the location of the mapped Greenbelt. Mill Log creek does not extend into the

# Proposed Land Use Designation

Greenbelt  
removed  
from subject  
property



1/18/2017

# Staff Recommendation

Staff recommends removal of the Greenbelt on Tax Parcel 010101-000-00.

ORDINANCE NO. 2017-\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY 2025 COMPREHENSIVE PLAN (THE "PLAN") INITIALLY ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, UNDER ORDINANCE No. 09-41, AS SUBSEQUENTLY AMENDED, TO AMEND THE FUTURE LAND USE MAP TO REMOVE THE FUTURE LAND USE MAP DESIGNATION FOR A PORTION OF THE LAKE ASBURY GREENBELT ON CERTAIN PROPERTY IN THE VICINITY OF SANDRIDGE ROAD; PROVIDING FOR SEVERABILITY; PROVIDING DIRECTIONS TO THE CLERK OF THE BOARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 27, 2009, the Board of County Commissioners of Clay County, Florida (the "Board"), adopted Ordinance No. 09-41, which adopted the Clay County 2025 Comprehensive Plan (the Plan); and,

WHEREAS, Section 163.3184, Florida Statutes, outlines the process for the adoption of comprehensive plans or amendments thereto; and,

WHEREAS, the Board desires to amend the Plan as provided for below.  
Be it ordained by the Board of County Commissioners of Clay County:

**Section 1.** With respect to the Plan, the adopted Future Land Use Map is hereby amended such that the land use designation of the parcel depicted in Exhibit A-1 and described in Exhibit A-2 both of which are attached hereto and by reference made a part hereof, is amended to remove the Lake Asbury Greenbelt designation.

**Section 3.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4.** The Clerk of the Board of County Commissioners is authorized and directed within 10 days of the date of adoption of this ordinance to send certified, complete and accurate copies of this ordinance by certified mail, return receipt requested, to the Florida Department of Economic Opportunity, the Caldwell Building, 107 East Madison Street, Tallahassee, Florida 32399-4120, the Northeast Florida Regional Council, 6850 Belfort Oaks Place, Jacksonville, Florida 32216, and any other agency or local government that provided timely comments as specified in Section 163.3184(4), Florida Statutes.

**Section 5.** In accordance with Section 163.3184, Florida Statutes, if the Plan amendment provided by this ordinance is not timely challenged, then the effective date of said Plan shall be the 31<sup>st</sup> day after the date the Department of Economic Opportunity notifies the County that the plan amendment is complete. If the Plan amendment is timely challenged, however, said effective date shall be the date a final order is entered by the Department of Economic Opportunity or the Administrative Commission determining the amendment to be in compliance. No development orders, development permits or land

uses dependent on these Plan amendments may be issued or commence before they have become effective. If a final order of non-compliance is issued, these Plan amendments may nevertheless be made effective by adopting of a resolution affirming their effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, The Caldwell Building, 107 E. Madison Street, Tallahassee, Florida 32399-4120. The resolution shall not become effective until receipt of a written notice from the Department of Economic Opportunity that it has received the resolution.

Duly Adopted by the Board of County Commissioners of Clay County, Florida, this 28th day of March, 2017.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

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Wayne Bolla  
Its Chairman

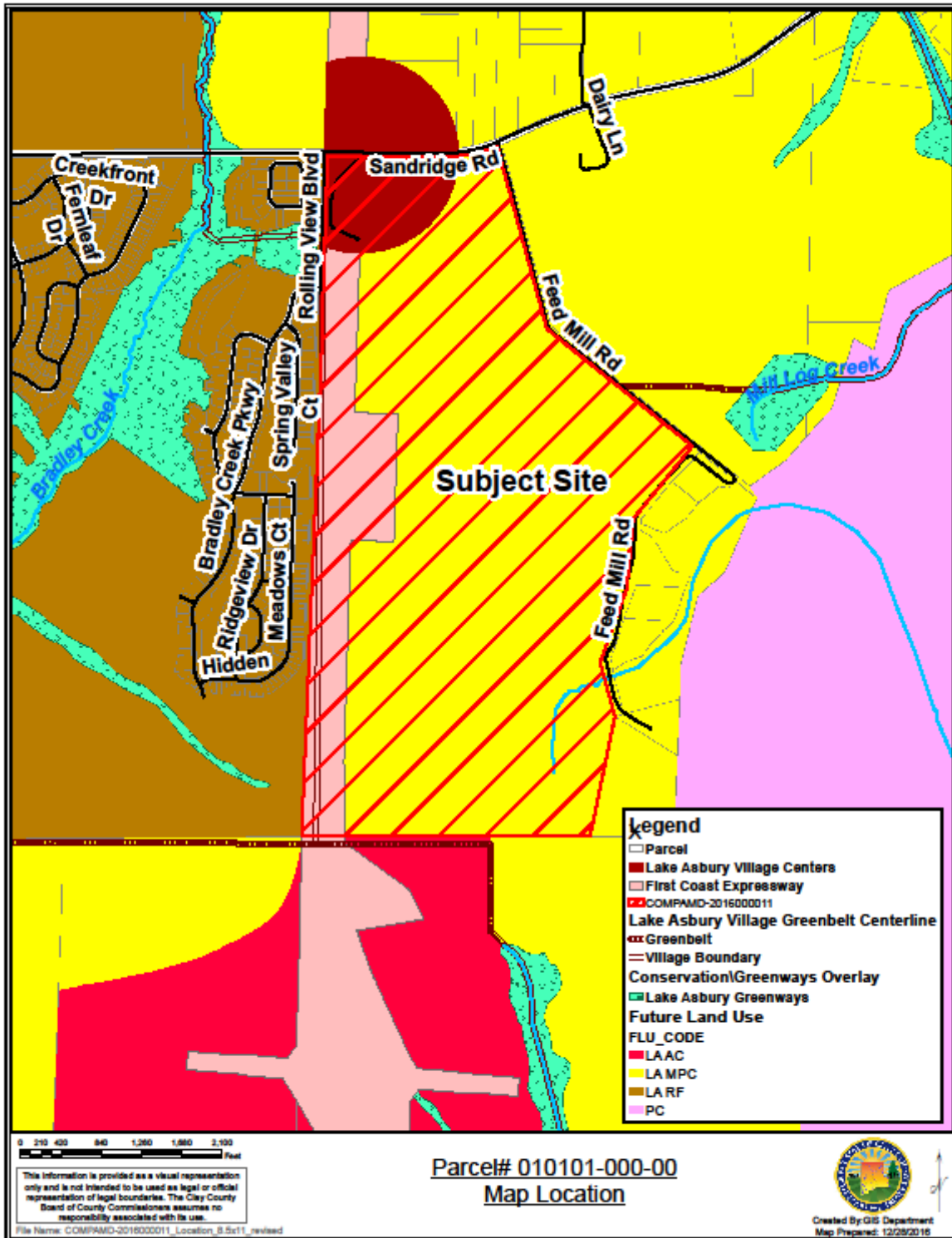
ATTEST:

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S.C. KOPELOUSOS  
County Manager and Clerk of the  
Board of County Commissioners



Exhibit A-1



## Exhibit A-2

### Legal Description

Clay County Parcel 23-05-25-010101-000-00

A PARCEL OF LAND CONSISTING OF A PORTION OF SECTION OF 23 AND A PORTION OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE ON THE WEST LINE THEREOF, NORTH 01 DEGREE 59 MINUTES 29 SECONDS EAST, 5468.42 FEET TO THE NORTHWEST CORNER OF SAID SECTION 26 (ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 23); THENCE ON THE WEST LINE OF SAID SECTION 23, NORTH 01 DEGREE 46 MINUTES 34 SECONDS EAST 1648.58 FEET TO THE SOUTH LINE OF COUNTY ROAD NO. 739-B; THENCE ON SAID SOUTH LINE, SOUTH 89 DEGREES 25 MINUTES 37 SECONDS EAST, 1187.50 FEET; THENCE CONTINUE EASTERLY ALONG SAID SOUTH LINE AND ALONG THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1472.39 FEET, AN ARC DISTANCE OF 556.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79 DEGREES 45 MINUTES 14 SECONDS EAST, 552.77 FEET; THENCE SOUTH 17 DEGREES 51 MINUTES 05 SECONDS EAST, 2110.02 FEET; THENCE SOUTH 51 DEGREES 19 MINUTES 48 SECONDS EAST, 1751.24 FEET; THENCE SOUTH 37 DEGREES 26 MINUTES 06 SECONDS WEST, 913.44 FEET; THENCE SOUTH 07 DEGREES 42 MINUTES 15 SECONDS WEST, 714.81 FEET; THENCE SOUTH 17 DEGREES 38 MINUTES 14 SECONDS WEST, 799.08 FEET; THENCE SOUTH 14 DEGREES 48 MINUTES 17 SECONDS EAST, 603.80 FEET; THENCE SOUTH 11 DEGREES 22 MINUTES 39 SECONDS WEST, 1336.92 FEET TO THE SOUTH LINE OF SAID SECTION 26; THENCE ON THE SOUTH LINE, SOUTH 89 DEGREES 50 MINUTES 49 SECONDS WEST 2983.69 FEET TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION THEREOF LYING WITHIN ANY ROAD OR RIGHT OF WAY EITHER PRIVATE OR PUBLIC.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County  
Commissioners

DATE: 1/18/2017

FROM: Carolyn Morgan, Chief  
Planner

SUBJECT: Applicant has requested CPA 2016-06, Drees Homes be withdrawn.

AGENDA ITEM TYPE:

---

Is Funding Required (Yes/No):      If Yes, Was the item budgeted  
(Yes/No/N/A):

Staff recommends BCC accept applicants letter of withdrawal.

Sole Source (Yes/No):      Advanced Payment  
(Yes/No):

ATTACHMENTS:

Description	Type	Upload Date	File Name
Letter of withdrawal	Cover Memo	1/18/2017	Drees_Homes_Withdrawal_CPA_12-21-16.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Planning	Lehman, Ed	Approved	1/18/2017 - 2:09 PM	
Planning	Coyle, Holly	Approved	1/18/2017 - 2:26 PM	

December 21, 2016

VIA EMAIL

Mr. Ed Lehman, Director  
Clay County Planning and Zoning Division  
477 Houston Street, 3<sup>rd</sup> Floor  
Green Cove Springs, FL 32043

**RE: Notice of Withdrawal  
Comprehensive Plan Amendments 2016-06 and CPA 2016-10  
Prosser No. 115031.01**

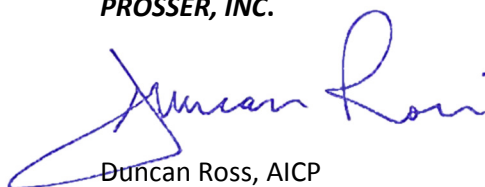
Dear Mr. Lehman,

On behalf of Drees Homes, we are withdrawing the above referenced Comprehensive Plan Amendments from further action by Clay County. These items are scheduled for upcoming hearings at the Planning Commission and Board of County Commissioners in January 2017.

We would appreciate if you would provide a letter or email confirming receipt of the notice of withdrawal for the above referenced items. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

**PROSSER, INC.**



Duncan Ross, AICP  
Senior Planner/Project Manager  
[dross@prosserinc.com](mailto:dross@prosserinc.com)

cc: Brian Small, Drees Homes (via email)



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County Commissioners

DATE: 1/18/2017

FROM: Carolyn Morgan, Chief Planer

SUBJECT: Applicant has requested CPA 2016-10, Prosser Inc., be withdrawn from the agenda.

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Letter of withdrawal	Cover Memo	1/18/2017	Drees_Homes_Withdrawal_CPA_12-21-16.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Planning	Lehman, Ed	Approved	1/18/2017 - 2:21 PM	
Planning	Coyle, Holly	Approved	1/18/2017 - 2:27 PM	



December 21, 2016

VIA EMAIL

Mr. Ed Lehman, Director  
Clay County Planning and Zoning Division  
477 Houston Street, 3<sup>rd</sup> Floor  
Green Cove Springs, FL 32043

**RE: Notice of Withdrawal  
Comprehensive Plan Amendments 2016-06 and CPA 2016-10  
Prosser No. 115031.01**

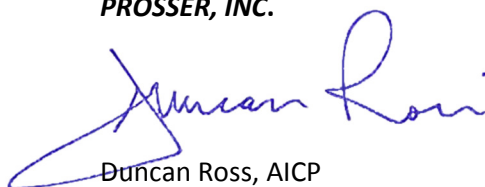
Dear Mr. Lehman,

On behalf of Drees Homes, we are withdrawing the above referenced Comprehensive Plan Amendments from further action by Clay County. These items are scheduled for upcoming hearings at the Planning Commission and Board of County Commissioners in January 2017.

We would appreciate if you would provide a letter or email confirming receipt of the notice of withdrawal for the above referenced items. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

**PROSSER, INC.**



Duncan Ross, AICP  
Senior Planner/Project Manager  
[dross@prosserinc.com](mailto:dross@prosserinc.com)

cc: Brian Small, Drees Homes (via email)



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County Commissioners

DATE: 1/18/2017

FROM: Carolyn Morgan

SUBJECT:

This is an application by staff to amend the Lake Asbury Master Plan Land Development Regulations Paragraph 6 relating to Village Centers to modify the size and location of commercial uses and to modify Paragraph 13 of Subsection C with regard to entrances to subdivisions.

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ BCC cover memo Code Change 2016-05	Cover Memo	1/18/2017	BCC_Adoption_memo_Code_Change_2016-03__BF_Neighborhood_Centers__Lot_size.pdf
▣ Ordinance Code Change 2016-05	Ordinance	1/18/2017	Ordinance_No_(2).pdf
▣ Staff Memo Code Change 2016-05 Lake Asbury VC and Roadway Standards	Backup Material	1/18/2017	Staff_memo_Code_Change_2016-05_LA_VC_and_Roadway_standards_010317.pdf
▣ Presentation Code Change 2016-05	Presentation	1/18/2017	Code_change_LA_VC__Roadway_Standards_2016-05ppt_122816.pptx

## REVIEWERS:

Department	Reviewer	Action	Date	Comments
Planning	Lehman, Ed	Rejected	1/18/2017 - 2:40 PM	
Planning	morgan, carolyn	Approved	1/18/2017 - 3:01 PM	Resubmitted
Planning	Lehman, Ed	Approved	1/18/2017 - 3:02 PM	
Planning	Coyle, Holly	Approved	1/18/2017 - 3:50 PM	



**Department of Economic  
and Development Services**

**Memorandum**

**To:** Board of County Commissioners

**From:** Carolyn Morgan, AICP  
Chief Planner

**Date:** January 24, 2017

**Re:** Public Hearing to consider amending the Lake Asbury Land Development Regulations to revise requirements Village Centers and revise Roadway Standards.

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**Issue:** Consider Adoption of Code Change 2016-05. This is an application by staff to amend the Lake Asbury Master Plan Land Development Regulations Paragraph 6 relating to Village Centers to modify the size and location of commercial uses and to modify Paragraph 13 of Subsection C with regard to entrances to subdivisions.

**Background:** The Planning Commission voted to approve the staff recommendation at a public hearing on January 3, 2017.

**Recommendation:** Staff recommends approval of Code Change 2016-05.

Ordinance No. 2017-\_\_

AN ORDINANCE OF THE COUNTY COMMISSION OF CLAY COUNTY, FLORIDA, AMENDING SECTION 3-33B OF THE CLAY COUNTY LAND DEVELOPMENT CODE, BEING THE CODIFICATION OF ORDINANCE NO. 93-16, AS SUBSEQUENTLY AMENDED, (ALSO KNOWN AS THE LAKE ASBURY MASTER PLAN LAND DEVELOPMENT REGULATIONS) IN ORDER TO REVISE SUBSECTION B. (ZONING DISTRICTS) BY AMENDING PARAGRAPH 6. RELATING TO VILLAGE CENTERS TO MODIFY THE SIZE AND LOCATION REQUIREMENTS FOR COMMERCIAL USES; AND REVISING PARAGRAPH 13 "ROADWAY STANDARDS" IN SUBSECTION C. (LAKE ASBURY OVERLAY STANDARDS) TO DELETE THE REQUIREMENT THAT AT LEAST TWO ENTRANCES ARE REQUIRED FOR A SUBDIVISION WITH MORE THAN 100 UNITS IF THE PLANNED SECOND ENTRANCE IS IDENTIFIED AS ACCESSING A DASHED LINE ROADWAY WHEN NO FUNDING SYSTEM HAS BEEN IDENTIFIED FOR FUNDING THE CONSTRUCTION OF THE DASHED LINE ROADWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners adopted Ordinance 93-16 which created Article III of the Clay County Land Development Code, said Article III being the Zoning and Land Use Development Code of the County, Florida; and

WHEREAS, the Board adopted Ordinance No. 2005-33 on July 26, 2004, by which it adopted the Lake Asbury Master Plan Goals, Objectives and Policies and the Lake Asbury Plan Map; and

WHEREAS, on November 14, 2006, the Board adopted Ordinance 2006-64, which created Section 20.3-33B of the Zoning and Land Use LDRs comprising the Lake Asbury Land Development Regulations; and

WHEREAS, the Lake Asbury Land Development Regulations provide regulations for certain lands within the Lake Asbury land use categories.

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Paragraph 6., of Subsection B, of the Section 20.3-33B is hereby amended as follows (additions indicated by underline; deletions by strike-through):

6. Village Center Land Use

The base zoning district is LA Village Center (LA VC). Other Zoning District permitted are PO-1, PO-2, PO-3, PO-4, PO-5 and PS-1, PS-2, PS-3, PS-4 and PS-5. Village Centers shall serve as the mixed use focal point and central place of a village, and shall provide community shopping, parks and may incorporate elementary schools, arranged in a walkable and human-scale manner. The retail and office component is limited to small-scale uses, except for stand-alone grocery stores and drug stores. Village Centers must be located around the intersection of roads classified as minor collector and above.

Residential uses are allowed in the form of small-lot single-family subdivisions, townhomes, apartments and upper floor units above non-residential uses, all with a required traditional neighborhood development design. Project residential density shall be between six (6) and ten (10) units per acre, not applicable to upper floor units in non-residential development. Projects utilizing upland preservation density bonus units shall be allowed a density of up to twelve (12) units per net acre. Nonresidential Project Floor Area Ratios shall not exceed 70%. Commercial uses must ~~either~~ be in a compact, walkable form, accessible by sidewalk ~~(minimum 15 acres in size)~~ or as ~~first floor uses under residential or office uses.~~

Village Centers in the Rural Community may only include elementary schools, parks, and rural commercial development, defined as individual buildings (excluding schools) less than 5,000 square feet in size and total building area less than 15,000 square feet.

The Village Center shall be designed to provide connections to the surrounding pedestrian/bicycle path system and to integrate with the street network of surrounding neighborhoods. Open space requirements may provide park space in the form of civic spaces, plazas, and urban parks, as well as community parks.

All development is subject to the Lake Asbury Overlay Standards.

**Section 2. Subclause B. of Clause 13.a.ii , of Subsection C, of Section 20.3-33B, or Article III of the Clay County Land Development Code, Lake Asbury Land Development Regulations, is hereby amended as follows;**

B. Residential developments with more than 100 dwelling units shall have at least two entrances fronting on the principal thoroughfare. This thoroughfare shall be classified as a minor collector or above, and shall be part of the County's Concurrency Management System of roadways. This standard shall not apply if frontage along that thoroughfare is less than 1000 feet, or if it is determined by the County's Engineering Department that additional entrance would constitute a substantive traffic safety problem. If the planned second entrance connects to the thoroughfare via a Dashed Line Roadway, residential development greater than 100 dwelling units may be approved and constructed prior to the Dashed Line Roadway being included in the financially feasible ten-year schedule of capital improvements specified in LA Policy 5.1. In the event that only one entrance as a two-lane boulevard with a median.

**Section 3. If any section, phrase, sentence or portion of the ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.**

**Section 4. This ordinance shall become effective as prescribed by Florida general law.**



**DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 24<sup>th</sup> day of January, 2017.**

**Board of County Commissioners  
CLAY COUNTY, FLORIDA**

BY: \_\_\_\_\_

Wayne Bolla  
Its Chairman

ATTEST

\_\_\_\_\_  
S.C. Kopelousos  
County Manager and Clerk of the  
Board of County Commissioners



**Department of Economic  
and Development Services**

**Memorandum**

**To:** Planning Commission  
**From:** Carolyn Morgan, Chief Planner  
**Date:** January 3, 2017

**Re:** Code Change 2016-05 Lake Asbury Village Center and Roadway Standards

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**INTRODUCTION**

This is an application by staff to amend the Lake Asbury Master Plan Land Development Regulations Paragraph 6 relating to Village Centers to modify the size and location of commercial uses and to modify Paragraph 13 of Subsection C with regard to entrances to subdivisions.

**DESCRIPTION**

**Village Center Text Amendment**

The Village Center Amendment is intended to eliminate the requirement that commercial development on less than 15 acres be developed as first floor uses under residential or office uses.

**ANALYSIS**

**Village Center Text Amendment**

The Village Center designation has been placed on a very small number of parcels in Lake Asbury that are not 15 acres in size. As a result, those property owners are required to provide vertical mixed use, when such vertical mixed use is not required of any other Village Center property owners. Vertical mixed use is very uncommon in Clay County.

**Proposed Revision**

The base zoning district is LA Village Center (LA VC). Other Zoning Districts permitted are PO-1, PO-2, PO-3, PO-4, PO-5 and PS-1, PS-2, PS-3, PS-4 and PS-5. Village Centers shall serve as the mixed use focal point and central place of a village, and shall provide community shopping, parks and may incorporate elementary schools, arranged in a walkable and human-scale manner. The retail and office component is limited to small-scale uses, except for stand-alone

grocery stores and drug stores. Village Centers must be located around the intersection of roads classified as minor collector and above.

Residential uses are allowed in the form of small-lot single-family subdivisions, townhomes, apartments and upper floor units above non-residential uses, all with a required traditional neighborhood development design. Project residential density shall be between six (6) and ten (10) units per acre, not applicable to upper floor units in non-residential development. Projects utilizing upland preservation density bonus units shall be allowed a density of up to twelve (12) units per net acre. Nonresidential Project Flora Area Ratios shall not exceed 70%. Commercial uses must ~~either~~ be in a compact, walkable form, accessible by sidewalk ~~(minimum 15 acres in size) or as first floor uses under residential or office uses.~~

Village Centers in the Rural Community may only include elementary schools, parks, and rural commercial development, defined as individual buildings (excluding schools) less than 5,000 square feet in size and total building area less than 15,000 square feet.

The Village Center shall be designed to provide connections to the surrounding pedestrian/bicycle path system and to integrate with the street network of surrounding neighborhoods. Open space requirements may provide park space in the form of civic spaces, plazas, and urban parks, as well as community parks.

All development is subject to the Lake Asbury Overlay Standards.

## **DESCRIPTION**

### **Roadway Standards Text Amendment**

This application was previously heard by the Planning Commission November 1, 2016 and is being resubmitted for consideration at the request of the District 5 Commissioner.

The request is to modify the requirement for a second entrance to subdivisions with greater than 100 lots in certain conditions. Specifically, this amendment would allow residential subdivisions of greater than 100 lots to be developed if the proposed second entrance connects to the thoroughfare via an unfunded dashed line road. The Lake Asbury Master Plan establishes a number of unconstructed Dashed Line Roads.

Lake Asbury Policy 1.3 states that the County will, by July 1, 2012, amend the Land Development Regulations to incorporate a financial system to further define construction of these Dashed Line Roads. The policy goes on further to define what this system will address. So far, no financial system has been developed to address construction of these Dashed Line Roadways.

If no system is developed to address the proposed Dashed Line Roads, the existing policy states that the roads can be removed from the Lake Asbury Master Plan Map. The purpose of these

Code Change 2016-05  
January 3, 2017

roads is to provide a local collector roadway system to support the expected 20,000 persons who will inhabit the Lake Asbury area as a result of the land use designations contained in the Master Plan and the construction of the First Coast Expressway. This revision will allow the County additional time to address these issues.

**Recommendation**

Planning staff recommends approval of Code Change 2016-05, as proposed for both issues.



# Code Change 2016-05 Lake Asbury Village Center & Roadway Standards

Planning & Zoning / Economic and  
Development Services

# Code Change 2016-05

- Applicant: Clay County Planning & Zoning Division.
- Public Hearing to consider an amendment to the Land Development Code regarding Lake Asbury Village Centers and Roadway Standards.
- BCC adoption hearing scheduled for January 24, 2017.



This amendment addresses an issue with some parcels within LA VC that are less than 15 acres in size and not well suited to upper story residential or office uses over commercial.

1/18/2017

# Roadway Standards

- This issue was previously heard by PC in November and is resubmitted at the request of the District 5 Commissioner.
- The request is to modify the requirement for a second entrance to subdivisions with greater than 100 lots in certain conditions. Specifically, this amendment would allow residential subdivisions of greater than 100 lots to be developed if the proposed second entrance connects to a thoroughfare via an unfunded dashed line road.

# Dashed Line Roads

- The Lake Asbury Master Plan establishes a number of unconstructed dashed line roads. The proposed revision would give a little more time to get that done.
  - LA Policy 1.3 states that the County will, by July 1, 2012, amend the Land Development Regulations to incorporate a financial system to further define construction of these Dashed Line Roads. The policy goes on further to define what the system will address.
  - So far no system developed
  - If no system, the roads can be removed from the LA Master Plan Map.
  - Purpose is to provide a local collector roadway system to support the 20,000 persons expected due to the land use designations in the Master

# Recommendation

- Staff recommends approval of Code Change 2016-05.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County Commissioners

DATE: 1/18/2017

FROM: Carolyn Morgan, Chief Planner

SUBJECT:

Amend the Branan Field Master Plan Land Development Regulations, II. Residential Land Uses, 2. Master Planned Community to revise the Lot Size Variety requirements in the Village Zone and Suburban Zone.

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

On January 3, 2017, the Planning Commission voted 5-0 to approve Code Change 2016-06.

An amendment was made this December to the BF MPC to revise lot size variety in the suburban zone and the Board of County Commissioners directed the staff to return with a revised amendment to address lot size diversity in a manner that did not disperse the units within blocks, and not to limit the diversity requirement to lots under 5000 square feet.

Planning Requirements:

Public Hearing Required (Yes\No):

**Yes**

Hearing Type: Second Public Hearing

Initiated By: Staff

Clay County Planning and Zoning Division.

ATTACHMENTS:

Description	Type	Upload Date	File Name
BCC Adoption	Cover		BCC_Adoption_memo_Code_Change_2016-
□ Memo Code Change 2016-06	Memo	1/18/2017	03__BF_Neighborhood_Centers__Lot_size.pdf
Staff Memo Code Change 2016-06 BF	Backup Material	1/18/2017	Staff_memo_Code_Chang_2016-06_MPC_Village_Zone_and_Suburban_Zone_staff_memo_Dec_2016.pdf

- MPC  
Ordinance
- Code Change 2016-06 Backup Material 1/18/2017 Ordinance\_revised\_CODE\_Change\_2016-06\_lot\_size\_variety\_MPC\_VC\_and\_SZ121516.pdf
  - PC Presentation
  - Code Change 2016-06 Backup Material 1/18/2017 Code\_change\_Lot\_Size\_redo\_2016-06ppt\_122816.pptx

#### REVIEWERS:

Department	Reviewer	Action	Date	Comments
Planning	Lehman, Ed	Rejected	1/18/2017 - 2:55 PM	
Planning	morgan, carolyn	Approved	1/18/2017 - 3:09 PM	Resubmitted
Planning	Lehman, Ed	Approved	1/18/2017 - 3:13 PM	
Planning	Coyle, Holly	Approved	1/18/2017 - 3:47 PM	





**Department of Economic  
and Development Services**

**Memorandum**

**To:** Board of County Commissioners

**From:** Carolyn Morgan, AICP  
Chief Planner

**Date:** January 24, 2016

**Re:** Public Hearing to consider amending the Branan Field Land Development Regulations to revise requirements for Lot Size Variety.

---

**Issue:** Adoption of Code Change 2016-06. This amendment would amend the requirements for Neighborhood Centers as required for Master Planned Community.

**Background:** The Planning Commission voted to approve the staff recommendation at a public hearing on January 3, 2017. The Board of County Commissioners directed staff to return with a separate ordinance to address lot size variety.

**Recommendation:** Staff recommends approval of Code Change 2016-06.



**Department of Economic  
and Development Services**

**Memorandum**

**To:** Planning Commission  
**From:** Carolyn Morgan, Chief Planner  
**Date:** January 2, 2017

**Re:** Code Change 2016-06 BFMPC Village Zone and Suburban Zone

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**Applicant:**  
Clay County Planning and Zoning

**Issue:**  
Amend the Branan Field Master Plan Land Development Regulations, II. Residential Land Uses, 2. Master Planned Community to revise the Lot Size Variety requirements in the Village Zone and Suburban Zone.

**Background:**  
An amendment was made this December to the BF MPC to revise lot size variety in the suburban zone and the Board of County Commissioners directed the staff to return with a revised amendment to address lot size diversity in a manner that did not disperse the units within blocks, and not to limit the diversity requirement to lots under 5000 square feet. The Planning Commission had recommended a similar revision however a reworded advertisement would have been necessary. Now that the proposed revision is not tied to a specific applicant, staff recommends that the lot size variety be amended in both the village zone and the suburban zone. The language in both remain a little different however the proposed variety is not within blocks, but is within the subdivision.

**Lot Size Variety:**

**Village Zone**

- K. Lot Size Variety. To promote a diversity of housing types and to encourage affordable housing, there shall be at least two different widths within a single-family detached residential subdivision ~~block (two sides of a street between two intersecting street)~~. The two lot width shall vary by at least 25%. ~~Within each block, a~~ At least 30% of the lots must have a different lot width as described above. To ensure walkability and

affordability, at least 75% of single-family lot sized within a development must be less than 6,000 square feet.

#### Suburban Zone

- J. Lot Size Variety. To promote a diversity of housing types and to encourage affordable housing, ~~in developmentssubdivisions with a minimum single family detached lot size of less than 5,000 square feet, there shall be at least two different lot widths within a single-family detached residential block (two sides of a street between two intersecting streets).~~ The two lot widths shall vary by at least 15% (rounded to the nearest 10). ~~Within each block, a~~At least 25% of the lots must have a different lot width as described above.

#### Recommendation

Staff recommends approval of the changes to BF MPC lot size variety as shown above.

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING SECTION 3-33A OF ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE (ALSO KNOWN AS THE BRANAN FIELD LAND DEVELOPMENT REGULATIONS) BEING THE CODIFICATION OF ORDINANCE NO. 93-16, AS AMENDED, BY AMENDING SECTION II. *RESIDENTIAL LAND USES*, IN ORDER TO AMEND *MASTER PLANNED COMMUNITY*, SUBSECTIONS 2.fii.k AND 2.f.iii.J. TO REQUIRE LOT SIZE DIVERSITY WITHIN A DEVELOPMENT, GENERALLY, NOT WITHIN EACH BLOCK; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Be It Ordained by the Board of County Commissioners of Clay County, Florida:

**Section 1.** As used in this ordinance the term Article III shall refer to Article III of the Clay County Land Development Code, being the codification of Ordinance 93-16, as amended, and comprising the Clay County Zoning and Land Use Land Development Regulations.

**Section X.** *Subsection 2. Master Planned Community of Section II Residential Land Uses of Section 2-33A of Article III “Branan Field Land Development Regulations” of the Clay County Land Development Code is hereby amended by amending Subparagraph K. Lot Size Variety in Paragraph ii. Village Zone of Subsubsection f. Lot, Building and Other Requirements, as follows:*

- K. Lot Size Variety. To promote a diversity of housing types and to encourage affordable housing, there shall be at least two different widths within a single-family detached residential subdivision block ~~(two sides of a street between two intersecting street)~~. The two lot width shall vary by at least 25%. ~~Within each block, a~~At least 30% of the lots must have a different lot width as described above. To ensure walkability and affordability, at least 75% of single-family lot sized within a development must be less than 6,000 square feet.

**Section 2.** *Subsection 2. Master Planned Community of Section II Residential Land Uses of Section 3-33A of Article III “Branan Field Land Development Regulations” of the Clay County Land Development Code is hereby amended by amending Subparagraph J. Lot Size Variety in Paragraph iii. Suburban Zone of Subsubsection f. Lot, Building and Other Requirements, as follows:*

- J. Lot Size Variety. To promote a diversity of housing types and to encourage affordable housing; ~~in developmentssubdivisions with a minimum single family detached lot size of less than 5,000 square feet,~~ there shall be at least two different lot widths ~~within a single-family detached residential block (two sides of a street between two intersecting streets).~~ The two lot widths shall vary by at least 15% (rounded to the nearest 10). ~~Within each block, a~~At least 25% of the lots must have a different lot width as described above.

**Section 3.** Should any word, phrase, sentence, paragraph, subparagraph, subsection or section of this ordinance or of Section 3-33A of Article III of the Clay County Land Development Code, being the codification of Ordinance 93-16, as amended, which is created or amended under Section 2 of this Ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then such work, phrase, sentence, paragraph, subparagraph, subsection or section shall be severed from this ordinance and Section 3-33A, as applicable, and all other words, phrases, sentences, paragraphs, subparagraphs, subsections and sections shall remain in full force and effect.

**Section 4.** This ordinance shall take effect as provided by Florida general law.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this 24th day of January, 2017.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Wayne Bolla  
Its Chairman

ATTEST:

\_\_\_\_\_  
S.C. Kopelousos  
County Manager and Clerk of the  
Board of County Commissioners



# Code Change 2016-06 BF MPC--Lot size Diversity

Planning & Zoning / Economic and  
Development Services



# Code Change 2016-06

- Applicant: Clay County Planning & Zoning Division.
- Public Hearing to consider an amendment to the Land Development Code regarding Lot Size Variety requirements within BF MPC. Staff was directed to re-address provisions by BCC this past December. The proposed revisions required a revised advertisement.
- BCC adoption hearing scheduled for January 24, 2017.

## December Amendment

- Lot Size Variety. To promote a diversity of housing types and to encourage affordable housing, in developments with a minimum single family detached lot size of less than 5,000 square feet, there shall be at least two different lot widths within a single-family detached residential block (two sides of a street between two intersecting streets). The two lot widths shall vary by at least 15% (rounded to the nearest 10). Within each block, at least 25% of the lots must have a different lot width as described above

# December 2016 revision

- The BCC did adopt Code Change 2016-03, as requested by the applicant. The PC and staff had recommended that the lot size variety changes not be adopted. The BCC authorized a new application to be advertised to re-address lot size variety such that there would be two lot sizes in a development, not limited to lots of 5000 square feet, but not to disperse lot size variety within each block.
- MPC addresses lot size in the Village Zone and Suburban Zone. This revision address both the previous only

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shall vary by at least 25%.

At least 30% of the lots must be different lot widths as described above. To ensure walkability and affordability, at least 75% of single family lot sizes within a development must be less than 6,000 square feet

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lot widths shall vary by 5% (rounded to the nearest 10). Within each block, at least 25% of the lots must have a different lot width as described above.

# Recommendation

- Staff recommends approval of Code Change 2016-06.





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Finance & Audit Committee

DATE: 1/13/2017

FROM: Lorin Mock, Fire Chief

SUBJECT: Approval to apply for the FY 2016 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

The SAFER Grant provides funding to fire departments to assist in increasing the number of firefighters to meet minimum standards and attain 24-hour staffing to provide adequate protection for fire and fire related hazards.

Is Funding Required (Yes/No):      If Yes, Was the item budgeted  
(Yes/No/N/A):

A funding match of 25% will be required in 17/18 fiscal year.

Sole Source (Yes/No):      Advanced Payment  
(Yes/No):

ATTACHMENTS:

Description	Type	Upload Date	File Name
FY 2016 SAFER Grant Backup Applicant Checklist	Material	1/13/2017	FY_2016_SAFER_Grant_Applicant_Checklist.pdf
SAFER Grant Presentation	Presentation	1/17/2017	SAFER_Grant_Presentation.pdf

REVIEWERS:

Department Reviewer		Action	Date	Comments
Budget Office	Goodymote, Angela	Approved	1/17/2017 - 12:03 PM	Item Pushed to Agenda



# Assistance to Firefighters Grant Program (AFGP)



## FY 2016 Staffing for Adequate Fire and Emergency Response (SAFER)

### Applicant Checklist

If you are planning to apply to the SAFER Grant program, completing this checklist will help you prepare your SAFER Grant application. Collecting this information beforehand will reduce the time and energy needed to complete your application when the next grant cycle opens.

#### I. SAM.gov Registration Status

Is your System for Award Management (SAM) registration valid and active?

☐ Yes ☐ No

- Applicant registration in the System for Award Management (SAM) is free. To register, please visit <https://www.sam.gov/portal/public/SAM/>.
- SAM registration is only active for one year and must be renewed annually. Please enter the date your SAM registration expires: \_\_\_\_\_
- If your organization's registration is expired or inactive, do not call FEMA/AFG. You must get the registration reset by calling the Federal Service Help Desk managed by the General Services Administration (GSA) at (866) 606-8220.
- Please ensure your organization's name, address, DUNS number, and EIN are up to date in SAM, and that the DUNS number in SAM is the same one used to apply for all FEMA Grants.
- Your organization's name in SAM.gov must also match the organization name provided on the 1199A direct deposit form. Payments are contingent on the information provided in SAM; therefore, it is imperative the information is correct.

#### II. Applicant Characteristics I

**Note: National, state, local, or tribal organizations that represent the interests of volunteer firefighters will not have to complete this section.**

Square mileage of first-due response area:	sq mi
Percentage of primary response protected by hydrants:	%
Critical infrastructure protected:	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to describe.</i>
Percentage of land used for (total percentage must equal 100%):	
a. Agriculture, wild land, open spaces, or undeveloped properties	%
b. Commercial/Industrial	%
c. Residential	%
How many occupied structures (commercial, industrial, residential or institutional) in your primary response area are more than three (3) stories?	
Permanent resident population of first-due response area?	



Seasonal increase in population?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will indicate the increase?</i>
How many stations are operated by your organization?	
Please indicate if your department has a formal automatic/mutual aid agreement with another community or fire department and the type that exists.	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will indicate the type.</i>
<b>What service(s) does your organization provide? Please check all that apply.</b>	
<input type="checkbox"/> Airport Rescue Firefighting (ARFF)	<input type="checkbox"/> Formal/Year-Round Fire Prevention Program
<input type="checkbox"/> Advanced Life Support	<input type="checkbox"/> Maritime Operations/Firefighting
<input type="checkbox"/> Basic Life Support	<input type="checkbox"/> Occasional Fire Prevention
<input type="checkbox"/> Community Paramedic	<input type="checkbox"/> Rescue Operational Level
<input type="checkbox"/> Emergency Medical Responder	<input type="checkbox"/> Rescue Technical Level Program
<input type="checkbox"/> Haz-Mat Operational Level	<input type="checkbox"/> Structural Fire Suppression
<input type="checkbox"/> Haz-Mat Technical Level	<input type="checkbox"/> Wildland Fire Suppression
Do you currently report to the National Fire Incident Reporting System (NFIRS)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### III. Staffing Levels

	Total # of Operational Career Personnel	# of Operational Officers	# NFPA Support
Staffing levels at the start of the application period (TBD):			
Staffing levels at one year prior to the start of the application period:			
Staffing levels at two years prior to the start of the application period:			
If awarded this grant, what will the staffing levels be for your department: (whole numbers only)?			

You will be asked to provide details on the department's existing staffing model (e.g., number of shifts, number of positions per shift, contracted work hours, etc.).

Does your department utilize any or all of the following types of firefighters? <ul style="list-style-type: none"> <li>• Part-time paid firefighters</li> <li>• Reserve firefighters</li> <li>• Relief firefighters</li> </ul>	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to provide details on how they are utilized within your department to include the number of part-time firefighters, the number of full-time NFPA-compliant positions these part-time firefighters occupy, if applicable, and how they are scheduled to meet your staffing needs.</i>
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### IV. Applicant Characteristics II

**Note: National, state, local, or tribal organizations that represent the interests of volunteer firefighters will not have to complete this section.**

	2016	2015	2014
The total number of fire-related civilian fatalities in your jurisdiction over the past three calendar years:			
The total number of fire-related civilian injuries in your jurisdiction for each of the past three calendar years:			
The total number of line of duty member fatalities in your jurisdiction for each of the past three calendar years:			
The total number of line of duty member injuries in your jurisdiction for each of the past three calendar years:			



Your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, and facilities; utility costs; purchasing expendable items, etc.) for the current (at time of application) fiscal year:	\$		
What was your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, and facilities; utility costs; purchasing expendable items, etc.) for the 2001, 2002, and 2003 fiscal years*:	\$	\$	\$
*If you are unable to provide this information, you will be asked to explain why you are unable to provide this information in the Financial Need section of the narrative.			
The percentage of your operating budget dedicated to personnel costs? (whole percentages):			
Does your department have any rainy day funds, rainy day reserves, or emergency funds?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, what is the amount currently set aside?</i>  <i>*If yes, you will be asked to describe what the funds are earmarked for.</i>		
<b>The percentage of your annual operating budget derived from (whole percentages that must add up to 100%)</b>			
Taxes	%	Use this information, as well as the information above, in your financial narrative. It is important that your application remains consistent throughout. When breaking down the budget, be sure to account for all funding received. Budget breakdown should account for 100% of budget. If you selected "other," you will be asked to explain.	
Bond Issues	%		
EMS Billing	%		
Grants	%		
Donations	%		
Fund Drives	%		
Fee for service	%		
Other	%		
<b>V. Vehicle Inventory</b>			
In each of the types or classes of vehicle listed below, please indicate the appropriate number of frontline vehicles your organization has with which to respond to first alarm assignments in support of NFPA 1710/1720. You must include vehicles that are leased or on long-term loan, as well as any vehicles that have been ordered or are otherwise currently under contract for purchase or lease but not yet under your possession. If you have multiple vehicles of the same type that have a different number of riding positions, please use the "average" number and provide additional information in the text box provided in the application.			
	Front Line Vehicles	Available Riding Positions per Front Line Vehicle	Filled Riding Positions per Front Line Vehicle per First Alarm
Engines or Pumpers:			
Ambulances for transport and/or emergency response:			
Tankers or Tenders:			
Aerial Apparatus:			
Brush/Quick Attack:			
Rescue Vehicles:			
Additional Vehicles:			



## VI. Department Call Volume

**Note: National, state, local, or tribal organizations that represent the interests of volunteer firefighters will not have to complete this section.**

**Your department's first due call volume for your primary response area (for the three years):**

	2016	2015	2014
<b>SUMMARY</b>			
Fire - NFIRS Series 100			
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200			
Rescue & Emergency Medical Service Incident - NFIRS Series 300			
Hazardous Condition (No Fire) - NFIRS Series 400			
Service Call - NFIRS Series 500			
Good Intent Call - NFIRS Series 600			
False Alarm & False Call - NFIRS Series 700			
Severe Weather & Natural Disaster - NFIRS Series 800			
Special Incident Type - NFIRS Series 900			
<b>FIRES</b>			
Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)			
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)			
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)			
What is the total acreage of all vegetation fires?			
<b>RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS</b>			
Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)			
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)			
How many EMS-BLS Response Calls			
How many EMS-ALS Response Calls			
How many EMS-BLS Scheduled Transports			
How many EMS-ALS Scheduled Transports			
How many Community Paramedic Response Calls			
<b>MUTUAL AND AUTOMATIC AID</b>			
<b>How many times did your organization:</b>			
Receive mutual aid:			
Receive automatic aid:			
Provide mutual aid:			
Provide automatic aid:			
Of the Mutual and Automatic Aid responses, how many were structure fires?			



## VII. Hiring of Firefighters Activity

What NFPA Standard (1710 or 1720) is your department attempting to meet?

☐ 1710 with aerial

☐ 1710 without aerial

☐ 1720 - Urban

☐ 1720 - Suburban

☐ 1720 - Rural

☐ 1720 - Remote

Given your current staffing levels, how often does your department meet the NFPA assembly requirements indicated above for the department's primary / first due response area?

**Note:** Does your department utilize overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards? ☐ Yes\* ☐ No

*\*If yes, when answering this question you should remove the number of position filled by overtime from your calculations.*

☐ Never (0%)

☐ Rarely (1 – 19%)

☐ Sometimes (20-39%)

☐ Half of the Time (40-59%)

☐ Very Often (60-79%)

☐ Most of the Time (80-99%)

☐ Always (100%)

If awarded the number of positions requested in your application, how often do you anticipate will you meet the NFPA assembly requirements?

☐ Never (0%)

☐ Rarely (1 – 19%)

☐ Sometimes (20-39%)

☐ Half of the Time (40-59%)

☐ Very Often (60-79%)

☐ Most of the Time (80-99%)

☐ Always (100%)

Given your current staffing levels and without using overtime to fill vacant positions, what is the average actual staffing level on the first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the call volume section?

**Note:** Does your department utilize overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards?

☐ Yes\* ☐ No

*\*If yes, when answering the above question you should remove the number of position filled by overtime from your calculations.*

If your department is awarded the number of positions requested in your application, what will be the average actual staffing level on the first arriving engine company or vehicle capable of initiating suppression activities on the

You will be asked to provide details on the departments hiring practices and timelines.

Does your department intend to sustain the positions requested in this application after the completion of the period of performance?

☐ Yes\* ☐ No

*\*If yes, you be asked to describe how will they be sustained?*



<p>Have you discussed the requirements and long- term obligations of a SAFER grant with your local governing body?</p> <p><b>Note:</b> A letter from your governing body stating their commitment to the grant will be required at time of application or prior to being awarded a grant.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>In cases of demonstrated economic hardship, the FEMA Administrator may waive or reduce a SAFER Hiring of Firefighters Activity grant recipient's cost share requirement, the minimum budget requirement, and/or the restriction on supplanting. Is it your department's intent to apply for an economic hardship waiver?</p>	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate in the application which type of waiver you will be applying for: Cost Share, Minimum Budget, and/or Supplanting.</i>
<p><b>Hiring new firefighters: As a reminder, only new, additional firefighters are eligible for funding. Grant funds can no longer be used for the purpose of retaining firefighters currently employed who are facing imminent layoffs.</b></p>	
<p>Currently, what are the usual annual costs of a first-year firefighter in your department?</p> <p>"Usual annual costs" includes the base salary (exclusive of overtime) and standard benefits package (including the <b>average</b> health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by fire departments to first-year firefighters.</p>	<p>Annual Salary \$ _____</p> <p>Annual Benefits \$ _____</p>
<p>You will be asked to detail what costs are included in the typical benefits package provided to the first-year firefighters.</p>	
<p><b>VIII. Recruitment and Retention of Volunteer Firefighters Activity – Fire Departments</b></p>	
<p>In cases of demonstrated economic hardship, the FEMA Administrator may waive or reduce a SAFER Recruitment and Retention of Volunteer Firefighters Activity minimum budget requirement. Is it your department's intent to apply for an economic hardship waiver?</p>	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate in the application that you intend to apply for a waiver.</i>
<p>What is the ideal number of active volunteer firefighters needed by your department to adequately comply with NFPA 1710 (Section 5.2.4.1 – Single Family Dwelling Initial Full Alarm Assignment Capability) or NFPA 1720 (Section 4.3 - Staffing and Deployment)? (Note: Include only operational volunteer firefighters; administrative or EMS only members should not be included).</p>	
<p>What is the total number of current active volunteer firefighters in your department (Note: Include only operational volunteer firefighters; administrative or EMS only members should not be included)?</p>	
<p>How many active volunteer operational firefighters joined your department over the last three years?</p>	
<p>How many active volunteer operational firefighters left your department over the last three years?</p>	



Will you periodically evaluate the proposed program's impact?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to describe how will the evaluation be conducted?</i>
Will your program have a regional and/or local impact beyond your fire department; either directly or indirectly?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate the departments will be participating and how they will benefit.</i>  <i>*If yes, you will need to ensure that the fire departments benefits from this application have not received grants for similar activities/ items, if awarded.</i>
<b>IX. Recruitment and Retention of Volunteer Firefighters Activity – National, State, Local, or Tribal Volunteer Firefighter Interest Organizations</b>	
In cases of demonstrated economic hardship, the FEMA Administrator may waive or reduce a SAFER Recruitment and Retention of Volunteer Firefighters Activity minimum budget requirement. Is it your department's intent to apply for an economic hardship waiver?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate in the application that you intend to apply for a waiver.</i>
In order to adequately comply with NFPA 1710 (Section 5.2.4.1 – Single Family Dwelling Initial Full Alarm Assignment Capability) or NFPA 1720 (Section 4.3 - Staffing and Deployment), what is the ideal number of active volunteer operational firefighters needed by your organization to assist the fire departments benefiting from this grant application? (Note: This must be the cumulative total of the number of firefighters needed by all departments participating in this application. Include only operational volunteer firefighters; administrative or EMS only members should not be included).	
What is the total number of current active volunteer operational firefighters within your organization? (Note: This must be the cumulative total of the number of volunteer firefighters of all departments participating in this application. Include only operational volunteer firefighters; administrative or EMS only members should not be included).	
<b>You will be asked to describe the method(s) used to determine the numbers provided above.</b>	
Over the last three years, how many active volunteer operational firefighters have joined the fire departments participating in this application? (NOTE: This must be the cumulative total of the number of firefighters by ALL departments participating in this application)	
Over the last three years, how many active volunteer operational firefighters left the fire departments participating in this application? (NOTE: This must be the cumulative total of the number of firefighters by ALL departments participating in this application)	
Is your application based on a staffing needs assessment?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will need to describe how the assessment was conducted and the results of the assessment.</i>
Does the proposed program have, or will it establish, a multi-organizational partnership and/or partnerships with other fire-related organizations?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to provide details on the proposed partners and their contributions</i>
Is it your organization's intent to deliver this program after the grant performance period?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to provide details on how the program will be sustained and the long-term benefits</i>

Have you discussed this application with all participating fire departments?

☐ Yes\* ☐ No

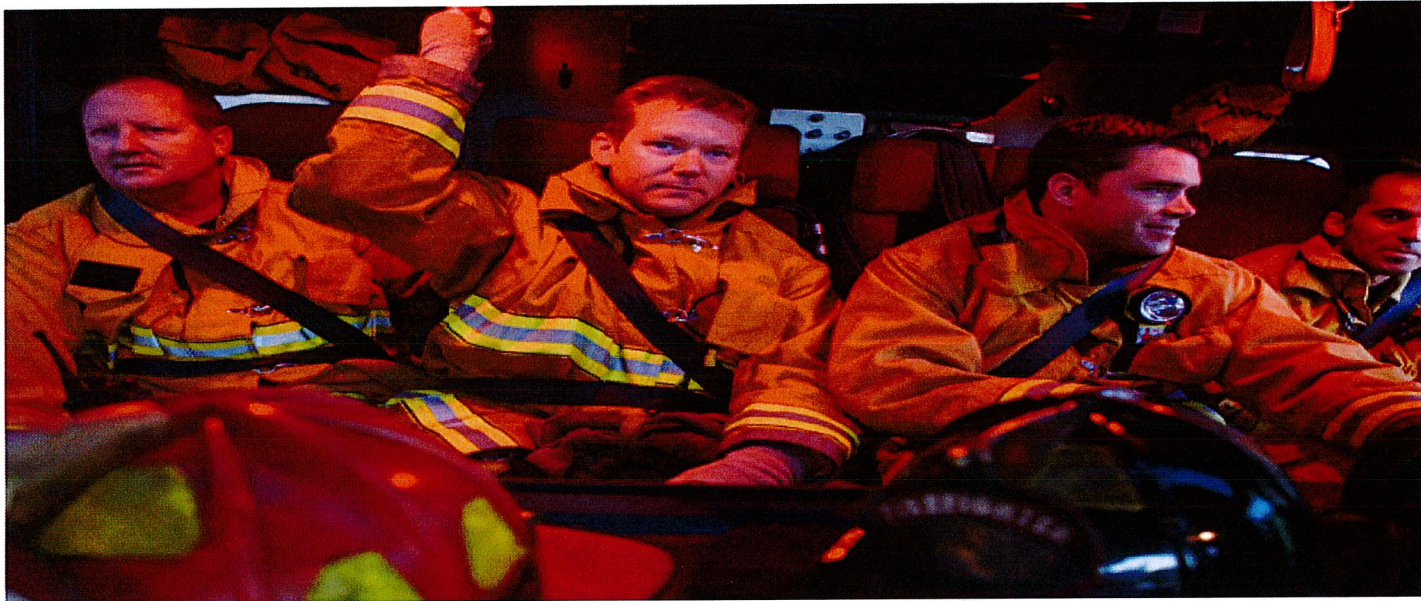
*If awarded, you will need to ensure that the fire department's benefits from this application have not received grants for similar activities/items and may be required to provide documentation of the fire departments consent to participate in the application.*

Will you periodically evaluate the proposed program's impact?

☐ Yes\* ☐ No

*\*If yes, you will be asked to describe how the evaluation will be conducted.*





**FISCAL YEAR 2016**  
**Assistance to Firefighters Grant Program (AFG)**

**Staffing for Adequate Fire and Emergency  
Response (SAFER)**

**Hiring Activity**



# Staffing for Adequate Fire and Emergency Response (SAFER) Grants

**Goal:** Assist local fire departments with staffing and deployment capabilities so they may respond to emergencies whenever they occur, assuring their communities have adequate protection from fire and fire-related hazards.

**Purpose of the Hiring Grant:** Provide assistance to local governments in the form of salary and associated benefit funding in order to increase the cadre of frontline firefighters. It is intended to create a net increase in the current number firefighters capable of safely responding to emergencies within the grantee's geographic response area.

**Grant Duration:** Three Years

**Local Match Requirement:** 25% Year 1 & 2, 65% Year 3



## Clay County Submission Proposal for the Staffing for Adequate Fire and Emergency Response Program

Station	Current Minimum Staffing	Request	Total Request
11	Engine-2, Rescue-2	1 FF per shift	3
13	Engine-2, Rescue-2	1 FF per shift	3
14	Engine-3, Tender-1, BC-1	None	
15	Engine-2, Rescue-2	1 FF per shift	3
17	Engine-4	None	
18	Engine-2, Rescue-2	1 FF per shift	3
20	Engine-3, Tender-1	None	
22	Engine-2, Rescue-2, BC-1	1 FF per shift	3
23	Engine-2, Rescue-2	1 FF per shift	3
24	Engine-2, Rescue-2	1 FF per shift	3
25	Engine-2, Rescue-2	None	
26	Engine-2, Rescue-2	1 FF per shift	3
Total			24

Staff Eight Engine Companies and redistribute current staffing to place one firefighter on all Engine Companies within the County.

**Estimated Cost Per Year**  
\$1,400,000

**Estimated Grant  
Allocation Request**  
\$4,200,000

**Estimated County Costs**  
Year 1 \$484,400  
Year 2 \$367,280  
Year 3 \$929,200



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

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REVIEWERS:

Department Reviewer

Action

Date

Comments

No Reviewers Available



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County Commissioners

DATE: 1/16/2017

FROM: Holly Coyle

SUBJECT:

On November 8, 2016, Florida voters approved an amendment to the Florida Constitution titled "Use of Marijuana for Debilitating Medical Conditions" (Amendment 2). This amendment legalizes the medical use of marijuana and/or cannabis ("marijuana") throughout the State of Florida for individuals with debilitating medical conditions as determined by a licensed Florida physician and authorizes the registration and regulation of centers that acquire, produce, and distribute marijuana for medical purposes.

The Board, at its meeting on October 25, 2016, directed staff to proceed with the drafting of an ordinance to impose a temporary moratorium on medical marijuana treatment centers and licensed dispensing organizations. The ordinance is attached for your consideration.

AGENDA ITEM TYPE:

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ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ BCC Memo 011717	Cover Memo	1/17/2017	BCC_Memo_011717.pdf
▢ Ordinance	Ordinance	1/17/2017	Moratorium_Ordinance_11616.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Coyle, Holly	Approved	1/17/2017 - 10:29 AM	
County Manager	Kopelousos, Stephanie	Approved	1/17/2017 - 1:53 PM	



**Department of Economic  
and Development Services**

**Memorandum**

**To:** Board of County Commissioners  
**From:** Holly Coyle, Economic and Development Services Director  
**Date:** January 17, 2017  
**Re:** Final public hearing to consider an ordinance placing a temporary moratorium on medical marijuana treatment centers and licensed dispensing organizations

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**Issue:** Moratorium on Medical Marijuana Treatment Centers and Licensed Dispensing Organizations

**Background:** On November 8, 2016, Florida voters approved an amendment to the Florida Constitution titled “Use of Marijuana for Debilitating Medical Conditions” (Amendment 2). This amendment legalizes the medical use of marijuana and/or cannabis (“marijuana”) throughout the State of Florida for individuals with debilitating medical conditions as determined by a licensed Florida physician and authorizes the registration and regulation of centers that acquire, produce, and distribute marijuana for medical purposes.

The use of low THC marijuana is already lawful in Florida under limited circumstances by virtue of the legislature’s enactment of Florida Statutes, Section 381.986, titled the “Compassionate use of local-THC and medical cannabis.” This law was enacted in 2014 to authorize qualified physicians to order low-THC cannabis or medical cannabis for qualified patients diagnosed with certain medical conditions. As a result, the Florida Department of Health’s Office of Compassionate Use was established and charged with overseeing the regulatory infrastructure for the delivery of medical cannabis to patients throughout the State. The passing of amendment 2 has the effect of making medical marijuana available for a wider group of medical conditions. With increased numbers of patients, legal medical marijuana dispensaries may seek to locate within the County.

Due to the historic and longstanding legal prohibition of marijuana prior to enactment of Florida Statutes, Section 381.986, the Clay County Land Development Regulations do not address the use of real property for the purposes of cultivating, processing, distributing, or lawfully selling medical marijuana, low-THC cannabis, or related activities.

In light of the passing of Amendment 2, if a licensed dispensing organization should seek to operate within the County, the County will need sufficient time to research, study, and analyze the potential impact and compatibility of medical marijuana treatment centers or approved

dispensing organizations upon adjacent land uses and the surrounding areas, traffic, congestion, surrounding property values, demand for County services and other aspects of the public safety and welfare to determine what uses are best suited for particular zoning categories and how best to formulate land development regulations that appropriately govern the use of real property for purposes of cultivation, processing, distribution, or selling marijuana or related activities to qualified patients.

The Board, at its meeting on October 25, 2016, directed staff to proceed with the drafting of an ordinance to impose a temporary moratorium on medical marijuana treatment centers and licensed dispensing organizations. The ordinance is attached for your consideration.

**Recommendation:** Approval of the ordinance as presented.

## **ORDINANCE NO. 2016/17-**

**AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE OPERATION OF MEDICAL MARIJUANA TREATMENT CENTERS AND LICENSED DISPENSING ORGANIZATIONS WITHIN CLAY COUNTY, FLORIDA, FOR A PERIOD OF ONE (1) YEAR UNLESS RESCINDED OR EXTENDED BY A SUBSEQUENT ORDINANCE, OR BY A SUBSEQUENT AMENDMENT TO THE COUNTY'S LAND DEVELOPMENT REGULATIONS REGARDING THE REGULATION OF MARIJUANA TREATMENT CENTERS AND LICENSED DISPENSING ORGANIZATIONS; PROVIDING FOR REPEALER, SEVERABILITY, AND IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Section 381.986, titled the "Compassionate use of local-THC and medical cannabis," authorizes qualified physicians to order low-THC cannabis or medical cannabis for qualified patients diagnosed with certain medical conditions; and

**WHEREAS**, the Florida Department of Health's Office of Compassionate Use has recently been established and charged with overseeing the regulatory infrastructure for medical cannabis in the State; and

**WHEREAS**, on November 8, 2016, Florida voters considered an amendment to the Florida Constitution, titled "Use of Marijuana for Debilitating Medical Conditions" ("Amendment 2"); and

**WHEREAS**, Amendment 2 was approved legalizing the medical use of marijuana and/or cannabis ("marijuana") throughout the State of Florida for individuals with debilitating medical conditions as determined by a licensed Florida physician and authorizing the registration and regulation of centers that acquire, produce and distribute marijuana for medical purposes; and

**WHEREAS**, due to the historic and longstanding legal prohibition of marijuana prior to enactment of Florida Statutes, Section 381.986 and approval of Amendment 2, the Land Development Regulations of Clay County (the "County") do not address the use of real property for purposes of cultivating, processing, distributing or selling medical marijuana, low-THC cannabis, or related activities, and such uses of real property have historically not existed within the County; and

**WHEREAS**, in order to promote effective and responsible land use planning within the County due to the approval of Amendment 2 by Florida voters, or if a Licensed Dispensing Organization should seek to operate within the County, the Clay County Board of County Commissioners (the "Board") wishes to allow for sufficient time to research, study, and analyze the potential impact of Medical Marijuana Treatment Centers or approved Dispensing Organizations upon adjacent uses and the surrounding areas, traffic, congestion, surrounding



property values, demand for County services and other aspects of the public safety and welfare; and

**WHEREAS**, the Board finds that a temporary moratorium on the operation of Medical Marijuana Treatment Centers and approved Dispensing Organizations will allow the County a sufficient period of time to determine what uses are best suited to particular zoning categories and how best to formulate land development regulations that appropriately govern the use of real property for purposes of cultivation, processing, distributing or selling marijuana or related activities.

**Be It Ordained by the Board of County Commissioners of Clay County:**

**Section 1. Moratorium Imposed.** A temporary moratorium is hereby imposed on the operation of Medical Marijuana Treatment Centers and Licensed Dispensing Organizations within Clay County, Florida. While the temporary moratorium is in effect, the County shall not accept, process, or approve any application relating to the operation of a Medical Marijuana Treatment Center or Licensed Dispensing Organization. Nothing in this temporary moratorium shall be construed to prohibit the medical use of marijuana or low-THC cannabis by a qualifying patient, as determined by a licensed Florida physician, pursuant to Amendment 2, Florida Statutes, Section 381.986, or other Florida law.

**Section 2. Definitions.** For purposes of the temporary moratorium:

- A) “Medical Marijuana Treatment Center” means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers and is registered by the Florida Department of Health.
- B) “Licensed Dispensing Organization” means an organization approved by the Florida Department of Health’s Office of Compassionate Use to cultivate, process and dispense low-THC cannabis and medical cannabis pursuant to Florida Statutes, Section 381.986.

**Section 3. REPEALER.** Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**Section 4. SEVERABILITY.** If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**Section 5. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its adoption. The temporary moratorium enacted by this Ordinance shall terminate one (1)

year from the effective date of this Ordinance, unless rescinded or extended by subsequent Ordinance or by an amendment to the County's Land Development Regulations addressing the use of real property for purposes of cultivating, processing, distributing or selling medical marijuana, low-THC cannabis or related activities.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this \_\_\_\_\_ day of January, 2017.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Its Chairman

ATTEST:

\_\_\_\_\_  
S. C. Kopelousos  
County Manager and Clerk of the  
Board of County Commissioners



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO:

DATE:

FROM:

SUBJECT: This is a request to continue the second public hearing to consider an amendment to the Land Development Code to add Rural Event Center as a Conditional Use with conditions.

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

At the January 10th County Commission meeting, the Board voted to continue the First Public Hearing for the Proposed Amendment to the Land Development Code to add Rural Event Center as a conditional use to the February 14th Board meeting. As a result of that action, the second public hearing and adoption should be continued as a time certain item to a meeting after February 14.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Staff Memo to Request Continuance	Cover Memo	1/17/2017	Board_Memo_-_Continuance_of_New_Rural_Event_Center.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Planning	Lehman, Ed	Approved	1/17/2017 - 3:06 PM	
Planning	Coyle, Holly	Approved	1/17/2017 - 3:23 PM	
County Manager	Kopelousos, Stephanie	Approved	1/18/2017 - 12:02 PM	



**Department of Economic  
and Development Services**

**Memorandum**

**To:** Board of County Commissioners

**From:** Edward Lehman, Director of Planning and Zoning

**Date:** February 14, 2017

**Re:** Request to Continue Second Public Hearing to Consider Amendment to the Land Development Code to Add Rural Event Center as a Conditional Use with Conditions

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**Issue:** At the January 10, 2017 Board of County Commissioners meeting, the Board voted unanimously to continue the First Public Hearing to consider adoption of an amendment to the Land Development Code to add rural event center as a conditional use with a number of conditions. The Board voted to continue the First Reading until their February 14<sup>th</sup> regularly scheduled County Commission meeting. As a result of that vote, the Board should also continue the second public hearing of the Land Development Code to a date later than February 14<sup>th</sup> meeting.

**Recommendation:** Staff recommends that the Board continue the second hearing until February 28<sup>th</sup> as a time certain item to be heard no earlier than 5:00 p.m. on February 28<sup>th</sup>.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Clay County Board of County  
Commissioners

DATE: 1/17/2017

FROM: County Manager

SUBJECT:

Marsha Dumler, a member appointed to serve on District 3 of the Planning Commission resigned January 9, 2017.

AGENDA ITEM TYPE:

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ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Marsha Dumler Resignation PC	Cover Memo	1/17/2017	Marsha_Dumler_Resignation_Letter.pdf

REVIEWERS:

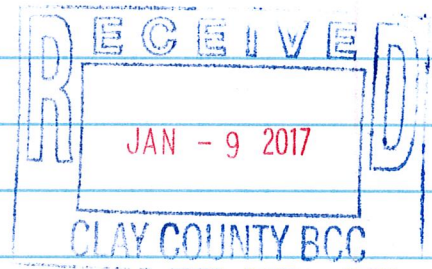
Department	Reviewer	Action	Date	Comments
County Manager	Kopelousos, Stephanie	Approved	1/18/2017 - 11:59 AM	
County Manager	Kopelousos, Stephanie	Approved	1/18/2017 - 11:59 AM	



Effective Immediately:

I am resigning from my position as a Clay  
County Planning Commissioner for health reasons.

Marta S. Dunder



9-30-16



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, January 24 2:00 PM

TO: Board of County  
Commissioners

DATE: 1/10/2017

FROM: Teresa Capo

SUBJECT:

AGENDA ITEM  
TYPE:

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ATTACHMENTS:

Description	Type	Upload Date	File Name
□ Draft Planning Commission Minutes 01-03-17	Backup Material	1/10/2017	PC_Minutes_Packet_01- 03-17.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Coyle, Holly	Approved	1/10/2017 - 8:16 AM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:32 PM	



## **PLANNING COMMISSION MINUTES**

**January 3, 2017**

**7:00 PM**

**Administration Building, 477 Houston  
Street, Green Cove Springs, FL 32043**

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### **Call to Order**

**Present** Joe Anzalone, Chairman  
Belinda Johnson, Vice Chairman  
Richard Fain  
Scott Westervelt  
Michael Bourré  
James Fossa, CCSB  
Major Ryan Leonard, Camp Blanding

**Absent** Marsha Dumler

**Staff Present** Courtney Grimm, County Attorney  
Holly Coyle, Director of Economic & Development Services  
Ed Lehman Director of Planning & Zoning  
Carolyn Morgan, Chief Planner  
Chad Williams, Zoning Chief  
Teresa Capo, Recording Secretary

### **Approval of Minutes**

Vice Chairman Johnson made the motion to approve the minutes for December 6, 2016. Commissioner Westervelt seconded the motion which carried 6-0.

### **Public Comment**

No public comments were received.

### **Public Hearings**

1. **Public Hearing to Consider an Ordinance Placing a Temporary Moratorium on Medical Marijuana Treatment Centers and Licensed Dispensing Organization**

Holly Coyle, Director of Economic & Development Services, informed the Commission that on November 8, 2016, Florida voters approved an amendment to the Florida Constitution titled "Use of Marijuana for Debilitating Medical Conditions" (Amendment 2) and explained that the amendment would legalize the medical use of marijuana and/or cannabis ("marijuana") throughout the State

of Florida for individuals with debilitating medical conditions as determined by a licensed Florida physician and further authorizes the registration and regulation of centers that acquire, produce, and distribute marijuana for medical purposes.

Ms. Coyle continued by stating that in light of the passing of Amendment 2, if a licensed dispensing organization should seek to operate within the County, then the County would need sufficient time to research, study, and analyze the potential impact and compatibility of medical marijuana treatment centers or approved dispensing organizations upon adjacent land uses and the surrounding areas.

In closing, Ms. Coyle explained that the Board of County Commissioners met on October 25, 2016, and directed staff to proceed with the drafting of an ordinance to impose a temporary moratorium on medical marijuana treatment centers and licensed dispensing organizations.

Staff recommended approval of the ordinance as presented.

Chairman Anzalone opened the public hearing.

Richard Klinzman, 1985 Timucua Trail, Middleburg, addressed the Commission and asked the Commission to recommend denial of the proposed ordinance.

Brief discussion followed between the Commission and Courtney Grimm, County Attorney.

Vice Chairman Johnson stated that she would like to see the County act quickly once they receive information from the State.

With no further discussion, Commissioner Fain made the motion to recommend approval of the ordinance as presented by staff. Commissioner Bourré seconded the motion which carried 5-0.

**2. Public Hearing to Consider Amendment to the Land Development Code to Add Rural Event Center as a Conditional Use**

Ed Lehman, Director of Planning & Zoning, reported that on February 23, 2016, the Board of County Commissioners approved an Ordinance that established Rural Event Centers as a conditional use. He explained that subsequent to the adoption of the new Rural Event Center conditional use, the Board was made aware of plans for a Rural Event Center in the Melrose area of the County, which generated much opposition from residents of the neighboring parcels. He added that in recognizing that the Rural Event Center Conditional Use could result in incompatible land use adjacent to residential areas, the Board voted to rescind the conditional use and asked staff to provide an updated Rural Event Center conditional use for consideration.

In closing, staff recommended approval of the proposed ordinance to amend the Land Development Code to establish Rural Event Centers as a Conditional Use as presented.

Chairman Anzalone opened the public hearing.

Scott Gentry, 6699 Mt. Vernon Road, Melrose, addressed the Commission and provided them with a list of Performance Standards for staff's review.

Chairman Anzalone closed the public hearing.

Mr. Lehman continued and informed the Commission of an error in the proposed ordinance. He requested that the ordinance be amended to reflect that on Page 5, Section 18, "Lake Asbury" be added in front of the word "Rural Fringe".

With no further discussion, Commissioner Bourré made the motion to recommend approval of the ordinance, with the additional wording as requested by staff, and further recommended that staff review the document presented to the Commission by Mr. Gentry. Vice Chairman Johnson seconded the motion which carried 5-0.

3. **Public Hearing to Consider an Amendment to the Branan Field Land Development Regulations to Revise the Provisions for Existing Agricultural Properties**

Holly Coyle, Director of Economic and Development Services, informed the Commission that the Branan Field Land Development Regulations (LDRs) provide general standards for parcels zoned for residential and nonresidential use prior to the adoption of the Branan Field Plan and that the LDRs do not, however, address properties zoned for agricultural use prior to the adoption of the Plan.

Ms. Coyle stated that staff is proposing to amend the LDRs to add the provision that parcels zoned for agricultural use prior to the adoption of the Master Plan may also develop consistent with the uses identified in the zoning district at the time of Plan adoption.

Staff recommended approval of the ordinance as presented.

Chairman Anzalone opened the public hearing and receiving no request to speak closed the public hearing.

With no further discussion, Commissioner Bourré made the motion to recommend approval of the proposed ordinance as presented by staff. Vice Chairman Johnson seconded the motion which carried 5-0.

4. **Public Hearing to Consider Application Z-16-15 AG to EX Anderson Columbia Mine**



Chad Williams, Zoning Chief, informed the Commission of Application Z-16-15, which is a change in zoning from AG (Agricultural District) to EX (Excavation) for uses permitted within the district. Following his presentation, Mr. Williams recommended approval of the application.

Chairman Anzalone opened the public hearing.

Rob Bradley, Attorney, Kopelousos, Bradley & Garrison, P.A., 1279 Kingsley Ave, Suite 118, Orange Park, representing the Applicant, addressed the Commission with regard to the application and stated that he was available for questions.

Chairman Anzalone closed the public hearing.

Following discussion, Vice Chairman Johnson made the motion to recommend approval of the rezoning, to include staff comments and recommendations, along with their findings and conclusions. Commissioner Fain seconded the motion which carried 5-0.

**5. Public Hearing to Consider CPA 2016-06, Drees Homes, Continued from October 4, 2016 Meeting**

Carolyn Morgan, Chief Planner, informed the Commission that at the Applicant's request, CPA 2016-06 has been withdrawn.

**6. Public Hearing to Consider CPA 2016-11, Removal of Greenbelt within Lake Asbury Master Plan**

Carolyn Morgan, Chief Planner, informed the Commission of an application by the Clay County Planning and Zoning Division, to amend the Future Land Use Map (FLUM), Lake Asbury Master Plan Map, to remove the Greenbelt designation across tax parcel 010101-000-00.

Staff recommended approval as presented.

Chairman Anzalone opened the public hearing.

Susan Fraser, SLF Consulting, 3517 Park Street, Jacksonville, spoke in support of the proposed application.

Chairman Anzalone closed the public hearing.

Vice Chairman Johnson made the motion to recommend approval of CPA 2016-11 as presented. Commissioner Bourré seconded the motion which carried 5-0.

**7. Public Hearing to Consider Large Scale Amendment 2016-10, Prosser, to Amend Policy 4.4 Branran Field Rural Suburb and to Amend the Branran**

## **Field Master Plan Map, the Future Land Use Map Series and the Public School Facilities Element**

Carolyn Morgan, Chief Planner, informed the Commission that at the Applicant's request, CPA 2016-06 has been withdrawn.

### **8. Public Hearing to Consider Code Change 2016-05**

Carolyn Morgan, Chief Planner, informed the Commission of Code Change 2016-05, which is an application by staff, to amend the Lake Asbury Master Plan Land Development Regulations, Paragraph 6, relating to Village Centers, to modify the size and location of commercial uses, and to modify Paragraph 13 of Subsection C with regard to entrances to subdivisions.

Staff recommended approval of Code Change 2016-05 as presented.

Chairman Anzalone opened the public hearing.

Susan Fraser, SLF Consulting, 3517 Park Street, Jacksonville, spoke in support of the proposed application.

Chairman Anzalone closed the public hearing.

With no further discussion, Commissioner Fain made the motion to recommend approval of Code Change 2016-05 as presented by staff. Commissioner Westervelt seconded the motion which carried 5-0.

### **9. Public Hearing to Consider Code Change 2016-06, Branan Field Master Plan**

Carolyn Morgan, Chief Planner, informed the Commission of Code Change 2016-06, which is an application by staff, to amend the Branan Field Master Plan Land Development Regulations to revise the Lot Size Variety requirements in the Village Zone and Suburban Zone districts.

Staff recommended approval of Code Change 2016-06.

Chairman Anzalone opened the public hearing and receiving no request to speak closed the public hearing.

With no further discussion, Commissioner Westervelt made the motion to recommend approval of Code Change 2016-06 as presented. Vice Chairman Johnson seconded the motion which carried 5-0.

## **Old Business/New Business**

Ed Lehman, Director of Planning & Zoning, reminded everyone of the upcoming community workshops to gather citizen input to determine how well the County's Comprehensive Plan is serving the County. He added that a survey will be

placed on the County's web site for the public to use and encouraged citizen participation.

**Public Comment**

No public comments were received.

There being no further business, the meeting was adjourned at 7:56 P.M.

Approved: \_\_\_\_\_

\_\_\_\_\_  
Joe Anzalone  
Chairman

\_\_\_\_\_  
Teresa Capo  
Recording Secretary