



**BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA**

March 12, 2024
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Cella

PLEDGE

David Treffinger, Specialist, U.S. Army

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

SPECIAL STAFF RECOGNITION

Animal Services Employees Recognition of Awards

PROCLAMATIONS/RESOLUTIONS

1. National Vietnam Veterans Day (March 29, 2024)
2. National Procurement Month (March 2024)
3. Government Finance Professionals Week (March 18-22, 2024)

DECLARATIONS

4. Women's History Month (March 2024)

CONSTITUTIONAL OFFICERS

5. Investment Committee Update (T. Green)

APPROVAL OF MINUTES

6. Board of County Commissioners Meeting Minutes and Attachments, February 27, 2024.
7. Board of County Commissioners Workshop Meeting Minutes - The

PUBLIC COMMENTS

CONSENT AGENDA

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) FL 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.

9. Interim Agreement and Site Access Agreements with Fortress Secured, LLC (C. LeRoy)

Approval of the Interim Agreement and Site Access Agreements with Fortress Secured, LLC for the Delivery of Two Fire Station Facilities (Stations 1 and 22) in the amount of \$1,268,760.00 for Pre-Development Activities. Details of the Pre-Development Activities and estimated dates are identified in Exhibit A and B.

Funding Sources:

Capital Improvement Fund - Fire Station 22-Fleming Island - Buildings
Capital Improvement Fund - Fire Station 1-Branan Field - Buildings

10. Bid No. 23/24-041, Document Scanning Services (D. Hane)

Approval to post Notice of Intent to Award Bid No. 23/24-041, Document Scanning Services to ImageStoreHouse, LLC at the unit costs provided in the bid submittal as needed. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source: Various

11. Acceptance for Final Plat for Recording - Creekview Trail Area 2 (District 5, Comm. Burke)(R. Smith)

The staff has reviewed and recommends that the Board accept and approve the final plat of Creekview Trail Area 2 for recording.

12. Acceptance for Final Plat for Recording - Jennings Farm (District 5, Comm. Burke)(R. Smith)

The staff has reviewed and recommends that the Board accept and approve the final plat of Jennings Farm for recording.

13. Acceptance for Final Plat for Recording - Russell Retreat (District 5, Comm. Burke)(R. Smith)

The staff has reviewed and recommends that the Board accept and

- approve the final plat of Russell Retreat for recording.
14. Acceptance for Final Replat for Recording- Dale Court Replat (District 4, Comm. Condon)
The staff has reviewed and recommends that the Board accept and approve the final replat of Dale Court for recording.
15. Approval of Donation of Surplus Property (C. Grimm)
16. Agreement with CSX Transportation, Inc. regarding Russell Road (CR 209) Roadway Widening for Bonded Transportation Program Project 2 (E. Dendor)
A) Approval of the Construction Agreement with CSX Transportation, Inc. for the widening and installation of a new crossing surface and railroad warning devices through the crossing on Russell Road (CR 209) regarding the Bonded Transportation Program, Project 2. CSX estimates that the cost of construction (reimbursable expenses) will be in the amount of \$1,047,845.00 and will be completed on or about June 26, 2026.
B) Approval of Payment of Advanced Deposit.
Funding Source:
2020 Bond Construction Fund - CR209-US17 to CR315B - Infrastructure
17. Florida Job Growth Infrastructure Grant Agreement with State of Florida, Department of Commerce (M. Covey)
A) Approval of the Florida Job Growth Infrastructure Grant Agreement with the State of Florida, Department of Commerce, (Grant No. G0111) Re: design and construction of a new half-mile section collector road, Pringle Road, and enhancements to a quarter-mile section arterial road, County Road 218. Grant funding will not exceed \$3,562,500.00 with the County providing a 25% match in the amount of \$1,187,500.00. All funds must be expended by June 30, 2028.

B) Approval of accompanying Authorizing Resolution.

C) Approval of accompanying Budget Resolution.

Funding Source for Match:
CIP Fund - Spencer Industrial Complex - Infrastructure
18. Satisfaction of Mortgage for Mercy Support Services, Traver, Jones and Shaver. (T. Sumner)
19. Budget Resolution to Establish CareerSource Northeast Florida Grant (M. Covey)
Approval of Budget Resolution in the total amount of \$109,034.78 to

record grant revenue received from CareerSource Northeast Florida in the amount of \$40,000. This grant requires a match in the amount of \$69,034.78. These funds are to be used for Paramedic Training.
Funding Source (Revenue): General and Fire Control MSTU Funds / Contributions/Donations

20. Lutheran Services Florida Purchase Order Agreement (M. Covey)
- A) Approval of Purchase Order Agreement with Lutheran Services Florida in the amount of \$1,897,349 for Substance Use Disorder Projects. The term of the Agreement is effective March 1, 2024 through June 30, 2024.
 - B) Approval of accompanying Budget Resolution.
 - C) Approval of Delegation of Authority Letter delegating the County Manager as Authorized Agent to execute agreements and/or documents related to the Lutheran Services Florida Purchase Order Agreement.

Funding Source (Revenue):

Opioid Settlement Fund - Opioid Settlement - Lutheran Services Florida - Various Projects

21. Approval of a Resolution supporting the State of Florida's Designation of that portion of S.R. 16 in Clay County between County Road 225 and Rifle Range Road as Constantinos "Gus" Kopelousos Memorial Highway (C. Grimm)

DISCUSSION/UPDATES

22. Progress Report on the Bonded Transportation Program (E. Dendor)

OLD BUSINESS

23. Municipal Financing (T. Nagle)

NEW BUSINESS

24. Proposed Revisions to the Sponsorship and Donation Policy (G. Biastre/M. Covey)
25. Lien Reduction
Case No. CE-22-018, 4060 Sunnyside Drive, Middleburg, Florida
Michael P. Sinclair and Susan E. Sinclair, previous property owners
Ana Kessler, current property owner

TIME CERTAIN - 5:00 p.m. or as soon thereafter as can be heard.

26. Final Public Hearing to consider adoption of ZON-23-00029 (Airport Code Art. III and XII) (D. Selig)
 - A. A zoning text amendment to add regulations related to the use of aircraft and airports to Article III of the land development code.
 - B. A text amendment to create an Airport Zoning Commission and add mailing notice requirements specific to airport property owners to Article XII.

This item was continued to May.

27. Public Hearing for the purpose of considering the entry into a Purchase and Sale Agreement for the purchase by the County of real property necessary for the Bonded Transportation Program, more particularly described as a portion of Tax Parcel No. 46-05-26-010224-000-00, and authorization for County Manager to execute all documents necessary to close the acquisition (C. Grimm/E. Dendor)
28. First Public Hearing to Consider ZON-24-0003, Proposal Addressing Land Clearing Disposal Conditional Use (E. Lehman, D. Selig)

This proposed change reduces the zoning districts that allow for land clearing debris off-site disposal facility as a conditional use and clarifies that the disposal is for off-site debris only.

LETTERS FOR ACTION

29. Discussion of Appointments to the Southeast Clay Citizens Advisory Committee

As provided for in Section 12-10(1))e) of the Land Development Code, the Southeast Clay Citizens Advisory Committee wishes to proceed with the formation of its Committee and with the appointment of up to 6 members to serve on the Committee.
30. Letter of Support for SJR State College's Workforce Construction Project
31. Letter of Support for the City of Green Cove Springs' Florida Boater Improvement Program (FBIP) Grant Application.

LETTERS OF DOCUMENTATION

32. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulation for February 20, 2024:
 - A. RFP No. 23/24-040, Design-Build of the Traffic Signal at Eagle Landing Parkway and Oakleaf Plantation Parkway

PUBLIC COMMENTS

COMMISSION AUDITOR

COUNTY ATTORNEY

COUNTY MANAGER

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, March 12 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	12/12/2023 - 8:56 AM	Item Pushed to Agenda



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Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: DATE:

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SUBJECT:

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TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Community Services	Abetew, Baemnet	Approved	2/6/2024 - 2:22 PM	Item Pushed to Agenda



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BACKGROUND INFORMATION:

Supervisor of the Year - Kimberly Byers- Field Services Coordinator

(Years of Service: 2 years & 11 months)

Rising Star – Kaleb Varady- Animal Control Officer

(Years of Service: 4 years)

Ernest Hagan, Animal Services Director- Selected to serve as Board Director of Florida
Animal Protection and Advocacy Association (FAPAA)

(Years of Service: 2 years & 10 months)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	3/1/2024 - 4:04 PM	Item Pushed to Agenda



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ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Vietnam Veterans Day proclamation	Cover Memo	3/7/2024	2024_Vietnam_Veterans_Day_proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	3/1/2024 - 4:04 PM	Item Pushed to Agenda

WHEREAS, between 1955 and 1975, over 3 million Americans served overseas in a series of battles and conflicts that have come to be known as the Vietnam War, which has defined an entire generation of Americans; and

WHEREAS, just over 58,000 brave heroes gave their lives in combat, over 300,000 were wounded, and more than 1,500 are still missing in action as a result of the Vietnam War; and

WHEREAS, the recognition of National Vietnam War Veterans Day on March 29, which is the day the last U.S. combat troops departed the Republic of Vietnam, allows the nation time to pay respect to the heroes who served during this difficult chapter of our country's history; and

WHEREAS, we value their continued service to their fellow veterans today, as they embody the motto of the Vietnam Veterans of America: "Never again will one generation of veterans abandon another."

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby salute our brave Vietnam veterans and their families for their courage, sacrifice, and valor, and proclaims March 29, 2024, as

VIETNAM WAR VETERANS DAY IN CLAY COUNTY

AND, BE IT FURTHER RESOLVED, that Clay County is proudly partnering with our local Vietnam Veterans of America in hosting the March 23, 2024, Vietnam Veterans Day Ceremony at the Taps Memorial Monument to give proper recognition and say welcome home to all Vietnam Veterans.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this 12th day of March 2024.

ATTEST:

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

Tara S. Green
Clerk of Court & Comptroller
Ex Officio Clerk of the Board

Jim Renninger, Chairman

Mike Cella, Vice Chairman

Alexandra Compere

Betsy Condon

Kristen Burke, DC



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Description	Type	Upload Date	File Name
▢ Procurement Month proclamation	Cover Memo	3/7/2024	2024_Procurement_Month_proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	3/1/2024 - 4:04 PM	Item Pushed to Agenda

WHEREAS, our procurement professionals play a significant role in ensuring that the Board of County Commissioners secures the best possible price for the essential goods and services needed for the function of government, and the best value for every taxpayer dollar; and

WHEREAS, in addition to the purchase of goods and services, these dedicated procurement professionals provide strategic, operational, and logistical support for our county departments, and add value to our government by executing, implementing, and administering contracts, developing procurement strategies, and cultivating working relationships with our suppliers; and

WHEREAS, the procurement department and Clay County recognize, support, and practice the public procurement values and guiding principles of accountability, ethics, impartiality, professionalism, service, and transparency established by the Institute of Public Procurement as the fundamental tenants of the public procurement profession; and

WHEREAS, the Institute for Public Procurement has designated the month of March as Procurement Month to further expand awareness of the purchasing professional’s role in the efficient and effective operation of government.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim March 2024, as

PROCUREMENT MONTH IN CLAY COUNTY

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this 12th day of March 2024.

ATTEST:

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

Tara S. Green
Clerk of Court & Comptroller
Ex Officio Clerk of the Board

Jim Renninger, Chairman

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Government Finance Professionals Week proclamation	Cover Memo	3/7/2024	2024_Goverment_Finance_Professionals_Week_proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	3/5/2024 - 12:48 PM	Item Pushed to Agenda

WHEREAS, the Florida Government Finance Officers Association is a professional association founded in 1937 that serves more than 3,300 professionals from state, county, and city governments, school districts, colleges and universities, special districts, and private firms; and

WHEREAS, government finance professionals’ knowledge, integrity, and dedication ensure that funds entrusted to governing bodies are properly budgeted, disbursed, and accounted for accurately; and

WHEREAS, government finance professionals are bound to uphold a Code of Ethics and the highest Standards of Conduct through the legal, moral, and professional fulfillment of their responsibilities; and

WHEREAS, the work of our government financial professionals from the Clay County Office of Management and Budget, and the Clay County Clerk and Comptroller’s Office provide vital services to our local government with the utmost diligence and professionalism, which is key in ensuring people’s faith in government; and

WHEREAS, Government Finance Professionals Week is celebrated each year to show appreciation for our government finance professionals and acknowledge their hard work, dedication, and leadership as they fulfill their professional responsibilities while serving our communities.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim March 18-22, 2024, as

GOVERNMENT FINANCE PROFESSIONALS’ WEEK IN CLAY COUNTY

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this 12th day of March 2024.

ATTEST:

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

Tara S. Green
Clerk of Court & Comptroller
Ex Officio Clerk of the Board

Jim Renninger, Chairman

Mike Cella, Vice Chairman

Alexandra Compere

Betsy Condon

Kristen Burke, DC



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	Description	Type	Upload Date	File Name
▢	Women's History Month Declaration	Cover Memo	3/7/2024	2024_Declaration_Women_s_History_Month.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	3/1/2024 - 4:04 PM	Item Pushed to Agenda



DECLARATION

OF THE
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA
FOR

WOMEN’S HISTORY MONTH

WHEREAS, this March, Clay County commemorates and encourages the study, observance, and celebration of the vital role of women in American history; and

WHEREAS, Women's History Month had its origins as a national celebration in 1981 when Congress requested the President to proclaim the week beginning March 7, 1982, as Women’s History Week, and later designated the month of March 1987 as “Women’s History Month”; and

WHEREAS, Women’s History Month is a celebration of the contributions women have made to the United States and recognizes the specific achievements women have made throughout American history in a variety of fields, which can be seen in the accomplishments of heroines of the past like Rosa Parks, Amelia Earhart, and Susan B. Anthony; and

WHEREAS, notable Clay County women have greatly contributed to the history and culture of our communities including Fleming family matriarch and business-savvy entrepreneur Margaret Fleming; plantation owner and patriot loyal to the Spanish Crown Anna Kingsley; community activist and Orange Park Women’s Club president Carrie Clark; influential Harlem Renaissance artist Augusta Fells Savage; and outspoken abolitionist, trailblazer, and original owner of Hibernia Golf Club Fanny Brown.

Therefore, the Board of County Commissioners, Clay County, Florida, does hereby declare March 2024, as

WOMEN’S HISTORY MONTH IN CLAY COUNTY



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Investment Update -1QTR FY2023-2024	Cover Memo	3/7/2024	Investment_Update_-1QTR_FY2023-2024_Board_Presentation_v_finalada-2.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	2/21/2024 - 2:24 PM	Item Pushed to Agenda

Investment Update

March 12, 2024

CLAY COUNTY CLERK OF COURT & COMPTROLLER
TARA S. GREEN



Purpose of the Investment Committee is to provide overall direction for investing under the Investment Policy approved by the Board of County Commissioners

No change in Membership this quarter

Current Members:

- **Tara S. Green, Clerk of Court and Comptroller**
- **Jim Renninger, Chairman of Board of County Commissioners**
- **Howard Wanamaker, County Manager**
- **Rick Dingle, Chief Administrative Officer**
- **Troy Nagle, Assistant County Manager**
- **Amy Bramlitt, Finance Officer**
- **Debbie Sileo, Director of the Office of Management and Budgets**
- **Heather Boucher, Commission Auditor**

Market Update

- Federal Reserve kept the targeted interest rate in February to a range of 5.25% to 5.50%
- This is the fourth straight meeting that they have left it flat
- Inflation for October, November and December were 3.2%, 3.1% and 3.4% respectively
- The Florida unemployment rate was 3.0% in December
 - Per the US Chamber of Commerce most recent information, Florida has 570,000 job openings and 302,949 unemployed workers
- In this current market, we have not changed the mix of the portfolio at this time

Cash & Investments as of 12/31/2023

	Balances in	Average	Interest			YTD
	Accounts	Returns for	Collected for	FY 2021/2022	FY 2022/2023	FY 2023/2024
		FY 2023/2024	First Quarter	Interest	Interest	Interest
Wells Fargo *	\$ 37,641,476	1.672%	\$ 168,078	\$ 63,907	\$ 355,885	\$ 168,078
US Bank Bond Investments	\$ 46,910,385	2.547%	\$ 378,089	\$ 247,923	\$ 1,529,102	\$ 378,089
Florida Palm Bond Investments	\$ 26,928,741	5.690%	\$ 216,519	\$ 221,921	\$ 738,268	\$ 216,519
Florida Palm BOCC Investments	\$ 70,970,143	5.748%	\$ 424,739	\$ 365,754	\$ 545,405	\$ 424,739
Florida Class	\$ 48,501,552	5.608%	\$ 339,066		\$ 1,413,717	\$ 339,066
Florida Safe Investments	\$ 48,068,126	5.520%	\$ 678,464	\$ 2,575	\$ 2,888,780	\$ 678,464
Florida Prime Investments	\$ 213,129,456	5.612%	\$ 2,868,938	\$ 1,643,789	\$ 9,811,319	\$ 2,868,938
Total Cash & Investments	\$ 492,149,880		\$ 5,073,893	\$ 2,545,869	\$ 17,282,475	\$ 5,073,893

* This is actual cash in bank as of 12/31/2023

Summary of Cash & Investments Q1 FY 2024

Note: All returns are net of fees

	Florida Prime	Annual Return for Qtr	Florida Safe	Annual Return for Qtr	Florida Class	Annual Return for Qtr	Florida Palm - BOCC	Annual Return for Qtr	Florida Palm - Bond Proceeds Daily Funds/ Palm term/US Bank	Annual Return for Qtr	Wells Fargo - Operating Acct	Annual Return for Qtr	Total
Balance at 9/30/2023	\$ 200,260,518		\$ 56,389,662		\$ 18,162,486		\$ 20,545,404		\$ 73,782,900				
Earnings	\$ 2,868,938	5.6%	\$ 678,464	5.5%	\$ 339,066	5.6%	\$ 424,739	5.7%	\$ 594,608	5.7%	\$ 168,078	1.7%	\$ 5,073,893
Changes to Investment	\$ 10,000,000		\$ (9,000,000)		\$ 30,000,000		\$ 50,000,000		\$ (1,009,956)				
Realized gain(loss)									\$ -				
Unrealized gain/(loss)					\$ -				\$ 471,575				
Balance at 12/31/2023	\$ 213,129,456		\$ 48,068,126		\$ 48,501,552		\$ 70,970,143		\$ 73,839,127		\$ 37,641,476		\$ 492,149,880
% Invested	43.31%		9.77%		9.86%		14.42%		15.00%		7.65%		100.00%
Maximum Per Investment Policy	<80%		<40%		<40%		<40%		<40%		<40%		
Total in Pools													34.63%
Maximum in Pools per Investment Policy													<80%
S&P Rated GIP Index Government 30-Day Net of Fees Yield (All pools for September's earnings were above this benchmark)													5.29%

Non-Cash FMV
increase
adjustment

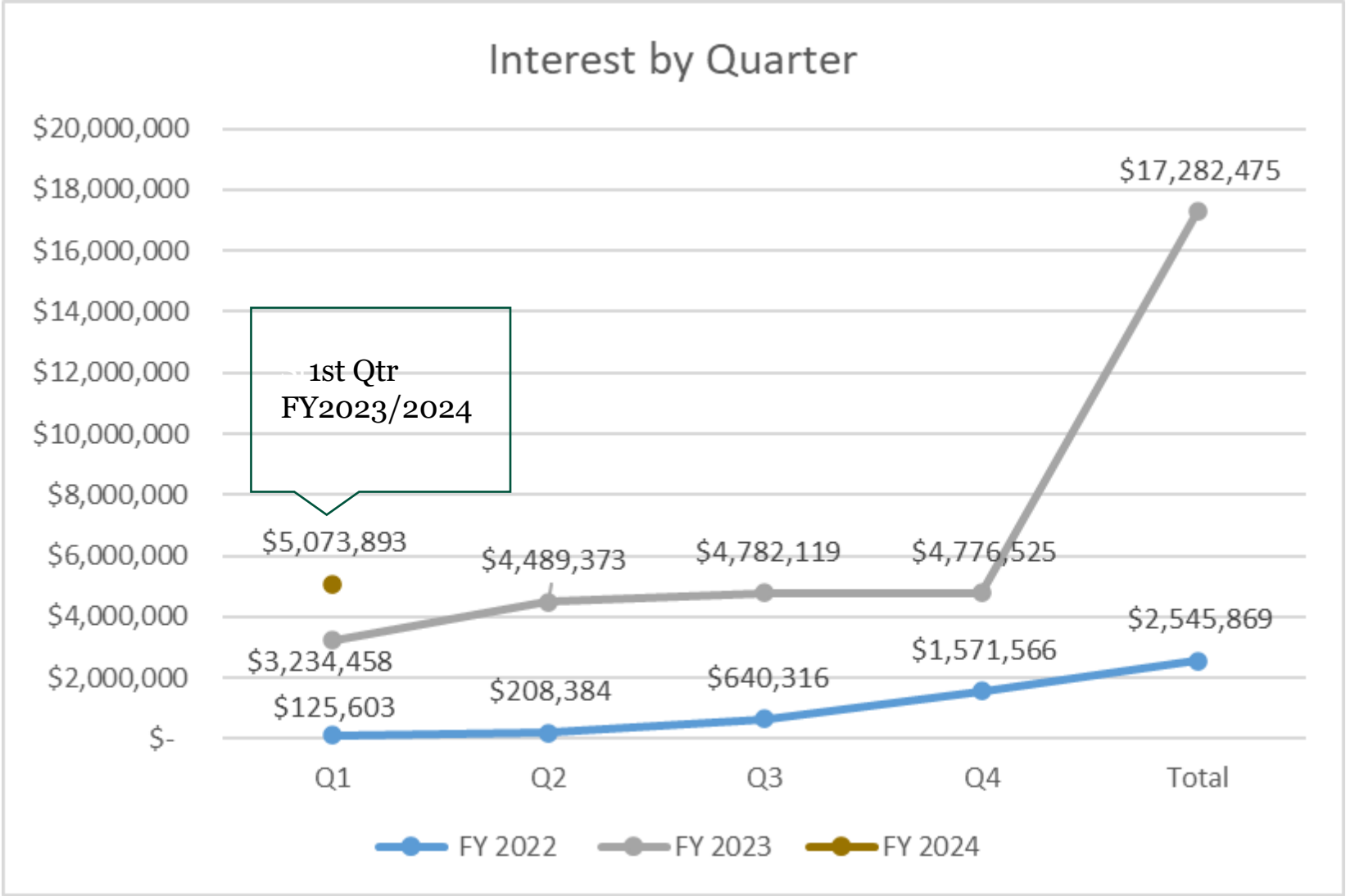
Net Earnings by Investment FY 2023/2024

	Current Investments						
	Florida						
	Florida Prime	Florida Safe	Palm - Bond	Florida Palm	PFM/US Bank *	Florida Class	Wells Fargo
Average	5.612%	5.520%	5.690%	5.748%	2.547%	5.608%	1.672%
High	5.712%	5.672%	5.971%	6.147%	4.536%	5.742%	2.261%
Low	5.559%	5.382%	5.465%	5.465%	0.856%	5.462%	1.339%

*** Since invested in Treasury Investments**

Note: All of these funds with the exception of the bond proceeds are liquid funds with same day to 3 days availability

Comparison of Net Earnings by Investment



Interest Earnings by Fund

For Q1 FY 2024 there is a positive variance to the budget as we have received half the current budget in one Quarter of the Fiscal Year

	Original Budget	Current Budget	Q1 FY 23/24 Actual	Variance	% Of Budget
General Fund	\$ 2,250,020	\$ 2,250,020	\$ 847,867	\$ (1,402,153)	38%
American Rescue Plan Fund	\$ 540,000	\$ 540,000	\$ 338,786	\$ (201,214)	63%
Capital Improvement Fund	\$ 2,050,000	\$ 2,050,000	\$ 884,344	\$ (1,165,656)	43%
Bond Construction Fund	\$ 720,000	\$ 1,475,000	\$ 736,208	\$ (738,792)	50%
Impact Fee Funds District 2 & 3	\$ 320,000	\$ 320,000	\$ 153,759	\$ (166,241)	48%
Mobility Fee Funds & Impact Fee Funds	\$ 99,000	\$ 99,000	\$ 297,607	\$ 198,607	301%
General Fund & Capital Funds	\$ 5,979,020	\$ 6,734,020	\$ 3,258,571	\$ (3,475,449)	48%
Solid Waste Fund	\$ 1,524,000	\$ 1,524,000	\$ 664,777	\$ (859,223)	44%
Universal Collections Fund	\$ 175,000	\$ 175,000	\$ 61,665	\$ (113,335)	35%
Other Funds	\$ 2,517,893	\$ 2,517,893	\$ 1,088,880	\$ (1,429,013)	43%
	\$ 10,195,913	\$ 10,950,913	\$ 5,073,893	\$ (5,877,020)	46%

Questions

Appendix

Detail Earnings for Q1 FY 2023/2024

	Florida Prime	Annual Return	Florida Safe	Annual Return	Florida Class	Annual Return	Florida Palm - BOCC	Annual Return	Florida Palm - Bond Proceeds Daily Funds/ Palm term	Annual Return	Florida Palm - US Bank -Treasuries	Annual Gross Return	Wells Fargo - Operating Acct	Annual Gross Return	Total
Balance at 9/30/2023	\$ 200,260,518		\$ 56,389,662		\$ 18,162,486		\$ 20,545,404		\$ 12,712,222		\$ 61,070,678		\$ 38,966,168		\$ 408,107,138
Interest October 2023	\$ 953,233	5.71%	\$ 245,276	5.67%	\$ 85,043	5.62%	\$ 96,459	5.63%	\$ 59,683	5.63%	\$ 230,864	4.54%	\$ 43,748	1.42%	\$ 1,714,307
Interest November 2023	\$ 932,849	5.56%	\$ 213,654	5.38%	\$ 83,055	5.46%	\$ 93,999	5.46%	\$ 58,161	5.46%	\$ 114,358	2.25%	\$ 45,380	1.34%	\$ 1,541,455
Interest December 2023	\$ 982,856	5.56%	\$ 219,535	5.51%	\$ 170,968	5.74%	\$ 234,281	6.15%	\$ 98,676	5.97%	\$ 32,866	0.86%	\$ 78,950	2.26%	\$ 1,818,131
Payment of Invoices													\$ (85,500,240)		
Ad Hoc Payments													\$ (3,914,078)		
Payroll Payments													\$ (9,660,637)		
Procurement Card Payments													\$ (122,823)		
Difference in Outstanding Checks													\$ (2,569,189)		
Collection of Taxes and Receipts													\$ 176,994,300		
Collection of Customer Deposits													\$ 10,556,869		
Change in Principle- October			\$ (9,000,000)										\$ 9,000,000		
Change in Principle- November															
Change in Principle- December	\$ 10,000,000				\$ 30,000,000		\$ 50,000,000		\$ 14,000,000		\$ (15,009,956)		\$ (88,990,044)		
Change in value for year end GAAP Reporting											\$ 471,575 *				
Land Purchases													\$ (313,055)		
Ad hoc bank transactions													\$ (6,698,742)		
Bond payment															
Other net													\$ (275,132)		
Balance at 12/31/2023	\$ 213,129,456		\$ 48,068,126		\$ 48,501,552		\$ 70,970,143		\$ 26,928,741		\$ 46,910,385		\$ 37,641,476		\$ 492,149,880
% Invested	43.31%		9.77%		9.86%		14.42%		5.47%		9.53%		7.65%		100.00%
Maximum Per Investment Policy	<80%		<40%		<40%		<40%		<40%		<40%		<40%		
Total in Pools															34.63%
Maximum in Pools per Investment Policy															<80%



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TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes and Attachments, February 27, 2024.	Backup Material	3/6/2024	Board_of_County_Commissioners_Meeting_Minutes_and_Attachments_February_27__2024ada-1.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	3/1/2024 - 4:05 PM	Item Pushed to Agenda



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

February 27, 2024
Administration Building,
4th Floor, BCC Meeting Room
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Betsy Condon, District 4, gave the Invocation.

PLEDGE

Retired United States Navy Petty Officer First Class, Nelson Cooper, led the Pledge of Allegiance.

Chairman James Renninger said Petty Officer Cooper served in the United States Navy for 22 years before retiring in 2021. He was stationed in Virginia Beach, Virginia – Charleston, South Carolina, and Bahrain and spent half his career at NAS Jax and NAS Mayport. Petty Officer Cooper is a decorated veteran - holding ten Navy Achievement Medals - 20 Recruiting Gold Wreaths, and seven Good Conduct Awards. He joined the military to gain independence and forge a new path forward. His favorite service memory was getting meritoriously advanced as Recruiter of the Year. Petty Officer Cooper Currently works as a Local Veterans' Employment Representative at CareerSource Northeast Florida.

Petty Officer Cooper thanked the Board for the invitation to lead the Pledge of Allegiance and spoke about his career in and out of the military service.

CALL TO ORDER

Chairman James Renninger called the meeting to order at 4:04 pm.

ROLL CALL

Present: Commissioner District 3 James Renninger, Chairman
Commissioner District 1 Mike Cella, Vice-Chairman
Commissioner District 2 Alexandra Compere
Commissioner District 4 Betsy Condon
Commissioner District 5 Dr. Kristen T. Burke

Absent: None

Staff Present: County Manager Howard Wanamaker
County Attorney Courtney K. Grimm
Commission Auditor Heather Boucher

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Gia (dog) - Olaf (dog) - Robin (cat) - Camilla (cat). If you are interested in adopting a pet, contact clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo stated that Clay County Animal Services also offers community rabies and microchip clinics every month from 3:00 pm to 5:00 pm on the first Thursday of every month. The "Kitten Crew" is always looking for fosters. If you are interested, please contact clayfosters@claycountygov.com. If you are interested in helping our furry friends but cannot take one home, please look at our Amazon wish list. (Amazon.com). We always need items for our foster kittens and shelter animals. See Attachment A.

PROCLAMATIONS/RESOLUTIONS

1. Clay High School Cheerleaders State Championship

Recognition of the Clay High Cheerleaders can be seen at [www.claycountygov.com/Government/claycounty-tv-and-video-archive/BCC-Agenda/February 27, 2024](http://www.claycountygov.com/Government/claycounty-tv-and-video-archive/BCC-Agenda/February%2027,%202024), beginning at 7:18 and ending at 14:30. Below is a summary of the discussion and vote.

Chairman James Renninger welcomed the Clay High Competitive Cheerleading Team led by coaches Lori Davis and Daniel Richardson to congratulate them on their recent championship win at the 2024 FHSAA Class 1A Competitive Cheerleading State Finals.

Present to accept the Proclamation:

- Lori Davis - Head Coach
- Daniel Richardson - Coach

Team Members:

- Baileigh Barbree - Senior
- Mackenzi Batton - Senior
- Abigail Blalock - Senior
- Michael Goldstein - Sophomore
- Kylie Horne - Sophomore
- Noah Johnson - Junior
- Lili Jordan - Senior
- Carleigh Kierbow - Sophomore
- Madison Kilgore - Senior

- Saige Knapp - Sophomore
- Tyler LaBelle - Sophomore
- Morgan McMinn - Sophomore
- Zayden Merry - Freshman
- Kalyn Mitchell - Junior
- Cody Mobley - Senior
- Jason Pope - Senior
- Brayden Ringer - Junior
- Kyla Sawdo - Senior
- Jordan Stacy - Freshman
- Emily Winkler - Freshman
- Peyton Wyatt - Sophomore
- Kaley Zepeda - Senior

Commissioner Kristen Burke read the Proclamation for the Clay High School Cheerleaders State Championship.

Commissioner Betsy Condon made a motion for approval of the Proclamation, seconded by Vice-Chairman Mike Cella, which carried 5-0.

DECLARATIONS

2. Flood Awareness Week – (March 4-10, 2024)

Chairman James Renninger said that March 4, 2024, through March 10, 2024, is Flood Awareness Week. Clay County has experienced severe weather in the form of extreme rainfall or tropical system events, resulting in flooding on multiple occasions. We have a declaration attached to the agenda for today's meeting to promote awareness of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies. We welcome everyone to read the Flood Awareness Week Declaration on the agenda.

PRESENTATIONS

Discussion of Municipal Finance Options

Municipal Finance Options can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/February 27, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/February%2027,%202024), beginning at 15:30 and ending at 49:01. Below is a summary of the discussion.

Jeremy Niedfeldt, Managing Director of PFM, presented a PowerPoint presentation regarding the municipal finance options. See Attachment B.

There were questions and discussions regarding predicted rates, timeline, bonds, options, essential services, the intent of reviewing the finance options, clarification of impact fees, mobility fees, trends during an election year, clarification for the cost of the fire stations, the allowable use of funds, other needs for funds, sales tax, the significance

of having a burn building and the cost and funding options for various projects.

Following all discussions, staff requested direction from the Board on moving forward. The Board gave a consensus to move forward as discussed.

CONSTITUTIONAL OFFICERS

Constitutional Officer Comments can be seen at [www.claycountygov.com/Government/clay-county-tv-and-video-archive/BCC Agenda/February 27, 2024](http://www.claycountygov.com/Government/clay-county-tv-and-video-archive/BCC%20Agenda/February%2027,%202024), beginning at 49:08 and ending at 53:10. Below is a summary of the discussion.

Tara S. Green, Clerk of Court and Comptroller, addressed the Board to provide an update regarding the 2023 Audit and the annual comprehensive financial report to be produced. Clerk of Court and Comptroller Green also spoke about the designation received by the Clerk of Court and Comptroller's Office as a 2024 Top Workplace in the region.

Chairman James Renninger thanked CCSO - Under Sheriff Ron Lendvay and Director Ricky Wright for their attendance.

APPROVAL OF MINUTES

3. Board of County Commissioners Meeting Minutes and Attachments, February 13, 2024.

Commissioner Betsy Condon made a motion for approval of the February 13, 2024, BCC meeting minutes and attachments, seconded by Vice-Chairman Mike Cella, which carried 5-0.

PUBLIC COMMENTS

Public Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/February 27, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/February%2027,%202024), beginning at 53:49 and ending at 1:09:26. Below is a summary of the discussion.

Chairman James Renninger opened the floor for public comment at 4:54 pm.

Rafael Hinojosa, 2705 Silver Creek Drive, Green Cove Springs, Florida, addressed the Board to express concerns regarding the construction site and activity adjacent to his property.

William Jones, 3125 Veronica Avenue, Middleburg, Florida, addressed the Board to express concerns regarding various properties and taxes in the county. i.e., funding for the county park and gun range - a .05 cent sales tax for gas - the non-paving of his road and off-road vehicles damaging the road.

Charles Hodges, Keystone Heights, Florida, addressed the Board to request help in resolving a safety issue regarding the construction vehicles' high rate of speed and damages to the guardrail in the area.

Matthew O'Berry, 6317 Amherst Avenue, Keystone Heights, Florida, addressed the Board to discuss his concerns regarding code enforcement issues in the area of his home.

Hearing no other comments, Chairman James Renninger closed public comment at 5:09 pm.

CONSENT AGENDA

4. 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) FL 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.

5. FY 2023/2024 Schedule of Fees and Services (R.Kantor)

Approval of Resolution No. 2022/2023-71 AM2 to update the FY 2023/2024 Schedule of Fees and Services for Department of Health, Engineering, and Parks and Recreation and to add under Parks and Recreation the Outdoor Adventure Park, which will now include the Gun Range, and the Regional Sports Complex.

6. Single/Sole Source Purchase Authorization and Agreement for Software Purchase - RecTrac 3.1 (J.Pierce)

A) Approval of Sole Source Purchase with Vermont Systems for the Purchase of RecTrac 3.1 Software.

B) Approval of Agreement with Vermont Systems for a sixty (60) month term beginning on the effective date of the agreement. Initial term of the Agreement includes Software and training for a total not to exceed \$44,730.00. Annual recurring maintenance and support fees will be billed on October 1st of each year in the amount of \$27,480.00 subject to adjustments.

C) Approval of Advanced Payment for initial implementation fees of RecTrac 3.1. Annually the maintenance and support fees will be paid in advance.

Funding Source:

General Fund - Parks and Recreation Administration - Software Subscriptions

7. Fourth Amendment and Renewal to Agreement No. 2020/2021-207 for Agronomic Services for Clay County Parks with Agrow Pro, Inc. (J. Pierce)

Approval of the Fourth Amendment and Renewal to Agreement No. 2020/2021-207 for Agronomic Services for Clay County Parks with Agrow Pro, Inc. to include field applications, aeration, Verti-cutting, and mowing, for the Clay County Regional Sports Complex beginning April 1, 2024, and renewing the Agreement for an additional one (1) year term beginning June 22, 2024 through June 21, 2025 in an amount not to exceed \$312,010.05.

Funding Source:

General Fund - Grounds Maintenance - Repairs and Maintenance

8. FY 2023 Homeland Security Grant Program (HSGP) Federally Funded Subaward and Grant Agreement R0885 with the State of Florida, Division of Emergency Management regarding Fire Hazmat Sustainment (M. Covey)

A) Approval of the FY 2023 Homeland Security Grant Program (HSGP) Federally Funded Subaward and Grant Agreement R0885 with the State of Florida, Division of Emergency Management regarding Fire Hazmat Sustainment for the purchase of hazmat equipment. The award/maximum reimbursement amount is \$72,690.00.

B) Approval of accompanying budget resolution.

Funding Source (Revenue):

General Fund / All Grants Organization / FY2023 Homeland Security Grant Program / 2023-24 HSGP / Machinery and Equipment - Capitalized

9. Agreement for Traffic Counts, Capacity Table and Mobility Fee Studies with Gannett Fleming, Inc. (C.Stewart)

Approval of the Agreement for Traffic Counts, Capacity Table and Mobility Fee Studies with Gannett Fleming, Inc. in the lump sum amount of \$171,297.00 to be completed by August 27, 2025.

Funding Sources:

Unincorporated Municipal Services MSTU Fund - Planning Department - Professional Services - Traffic Count and Capacity Study

10. First Renewal and Second Amendment to Agreement No. 2021/2022-129 for Stormwater Pond Mowing with Island Outdoor Management, Inc. (E. Pope)

Approval of the First Renewal and Second Amendment to Agreement No. 2021/2022-129 for Stormwater Pond Mowing with Island Outdoor Management, Inc., increasing the per acre cost from \$121.25 to \$141.25, effective March 1, 2024, and renewing the agreement through March 21, 2025.

Funding Source:

Transportation Trust Fund-Public Works-Repairs and Maintenance

11. Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement with the State of Florida Department of Transportation, FPN: 449202-3-54-01 design, construction and CEI of a shared use nonmotorized trail on Long Bay Road and Old Jennings Road from SR 21 to Live Oak Lane (R. Smith/M. Covey)

A) Approval of the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement with the State of Florida Department of Transportation, FPN: 449202-3-54-01 design, construction and CEI of a shared use nonmotorized trail on Long Bay Road and Old Jennings Road from SR 21 to Live Oak Lane in the amount of \$17,051,455.00.

B) Approval of accompanying Resolution authorizing entry into the Grant Agreement.

C) Approval of the accompanying Budget Resolution.

Funding Source:

Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / SUNTrail Long Bay – Old Jennings to Live Oak Lane / SUNTrail Long Bay-Old Jennings to Live Oak Lane / Infrastructure

12. Planning Districts Map update (D. Selig)

Resolution 89-21R(E) will replace Exhibit A (the Planning Districts Map) with an updated map in order to rename three of the Planning Districts. This change is sought in order to remove confusion between the County's name for one of its Citizen Advisory Committees and the name of the City of Green Cove Springs Citizen Advisory Committee.

13. Statewide Mutual Aid Agreement with the Florida Division of Emergency Management (FDEM) for Emergency Assistance (M. Ladd)
A) Approval of the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management (FDEM) for Emergency Assistance, beginning on the effective date and continuing until terminated by either party.

B) Approval of the accompanying authorizing resolution.

Funding Source:

Not applicable at this time

14. Franchise Agreement for Container Service with Capital Waste Services, LLC (M. Towns)
A) Approval of Herrington Industries, Inc. dba Strickland Construction Services' transfer of its Franchise in whole for Container Service to Capital Waste Services, LLC.

B) Approval of entry into a Franchise Agreement with Capital Waste Services, LLC for a term commencing upon execution and continuing through March 31, 2028.

Funding Source (Revenue):

Solid Waste Fund-Environmental Service-Franchise Fee - Solid Waste

15. Approval of Equipment Easement between Clay County and BellSouth Telecommunications, LLC, d/b/a AT&T Florida, for property located in Section 28, Township 5 South, Range 26 East, Clay County, Florida (C. Grimm)
16. Interlocal Agreement Between the School Board of Clay County, Florida and Clay County, Florida Re: Funding for Transition of School Resource Officers to CCSO (March 1, 2024 – August 30, 2024) (T. Nagle)
Approval of budget resolution.
17. First Renewal for Continuing General Engineering Consulting Services for Planning & Design (R. Smith)
Approval of the First Renewal and Amendment to Continuing General Engineering Consulting Services Agreements with the listed firms for a period of one (1) year commencing on February 22, 2024 and continuing through February 21, 2025. Projects are assigned via Work Orders outlining the scope of the project and the project amount based on the rates provided for in the respective Agreements.

1. Jones Edmunds & Associates, Inc. - 2021/2022-110 RN1
2. GAI Consultants, Inc. - 2021/2022-109 RN1
3. WGI, Inc. - 2021/2022-111 RN1

Funding Sources:

Varies depending on project

18. Acceptance for Final Re-Plat for Recording- Cathedral Oak Parkway Phase 1 Second Replat (District 5, Comm. Burke)

Staff has reviewed and recommends that the Board accept and approve the final plat of Cathedral Oak Parkway Phase 1 Second Replat for recording.

Consent Agenda discussion can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/February 27, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/February%2027,%202024), beginning at 1:09:27 and ending at 1:10:50. Below is a summary of the discussion and vote.

Courtney Grimm, County Attorney, provided details and information regarding the incorrect date referenced in item 16; there was a mistake referencing the date of August 30, 2024, instead of August 31, 2024.

Following the explanation, Commissioner Kristen Burke made a motion for approval of the consent agenda, seconded by Commissioner Betsy Condon, which carried 5-0.

TIME CERTAIN - 5:00 p.m. or as soon thereafter as can be heard.

19. First Public Hearing to consider adoption of ZON-23-00029 (Airport Code Art. III) (D. Selig)

A. A zoning text amendment to add regulations related to the use of aircraft and airports to Article III of the land development code.

This item was continued by the Planning Commission. Staff is requesting the item be continued.

Public Hearing for item 19 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/February 27, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/February%2027,%202024), beginning at 1:11:00 and ending at 1:19:48. Below is a summary of the discussion and vote.

Chairman James Renninger noted that item 19 - ZON-23-00029 has been requested to be continued, and there will be no presentation; however, due to advertising, there would need to be a public hearing.

Chairman James Renninger opened the floor for the public hearing at 5:11 pm.

David Kirkland, Chairman of the Keystone Heights Airport, addressed the Board regarding an email submitted to staff and Commissioner Condon about concerns with the requested change.

There were comments made regarding notification to the Airport Authority and addressing the email.

Adam Lamb, 3335 Tiki Lane, Green Cove Springs, Florida, addressed the Board to express concerns with the requested change and its impact on the value of his home and provided a map for reference. See Attachment C.

There were comments about the effect of the change and clarification that the changes have not been approved.

Samuel Lee, Pastor of St. Marks Missionary Baptist Church, 2703 Forman Circle, Middleburg, Florida, addressed the Board to express his concerns with the requested change.

Hearing no other comments, Chairman James Renninger closed the public hearing at 5:19 pm.

Vice-Chairman Mike Cella made a motion for approval of a continuance until the May 28, 2024, BCC meeting, seconded by Commissioner Alexandra Compere, which carried 5-0.

20. Public Hearing on Ordinance and Resolution to Amend the Capital Improvement Plan and Other Budget Adjustments (R. Kantor)

A) Public Hearing to consider approval of Ordinance amending the Capital Improvement Element (CIE) portion of the Clay County Capital Improvement Plan.

B) Approval of Resolution amending the Non-CIE portion of the Clay County Capital Improvement Plan.

C) Approval of amendment to the FY23/24 budget.

Various Funding Sources

Public Hearing for item 20 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/February 27, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/February%2027,%202024), beginning at 1:19:50 and ending at 1:21:52. Below is a summary of the discussion and vote.

Reginald Kantor, Budget Manager, addressed the Board to provide details and information regarding the public hearing on an Ordinance and Resolution to amend the

Capital Improvement Plan and other budget adjustments.

- A. Public Hearing to consider approval of Ordinance amending the Capital Improvement Element (CIE) portion of the Clay County Capital Improvement Plan.

Chairman James Renninger opened the floor for the public hearing at 5:21 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 5:21 pm.

Vice-Chairman Mike Cella made a motion for approval, seconded by Commissioner Alexandra Compere, which carried 5-0.

Mr. Kantor then provided information regarding the below request:

- B. Approval of Resolution amending the Non-CIE portion of the Clay County Capital Improvement Plan.
- C. Approval of an amendment to the FY23/24 budget.

Following the explanation, Commissioner Betsy Condon made a motion for approval, seconded by Commissioner Alexandra Compere, which carried 5-0.

21. Award of Bid No. 22/23-98, CR 218 from Cosmos Avenue to Pine Tree Lane Road Improvements (E. Dendor)

Approval to post the Notice of Intent to award Bid No. 22/23-98, CR 218 from Cosmos Avenue to Pine Tree Lane Road Improvement to Anderson Columbia Co., Inc. This award includes the County's portion of the Base Bid (\$17,126,084.01) along with CCUA's portion (\$1,662,901.47). CCUA's award portion is contingent on CCUA Board consideration and approval scheduled for March 5th. In addition, the award shall allow for the County to amend the Agreement with Anderson Columbia to add Bid Option 1 and 2 should additional funding become available. Work is to be completed September 2025.

Funding Source:

Bond Construction Fund - Capital Improvement Element - CR 218 Wide Pinetree Cosmos - Infrastructure

Capital Improvement Plan (CIP) Fund-West Sector - Capital Improvement Element - CR 218 Wide Pinetree Cosmos - Infrastructure

Bid Number 22/23-98 can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/February 27, 2024, beginning at 1:21:52 and ending at 1:27:30. Below is a summary of the discussion and vote.

Ed Dendor, Bonded Transportation Program Administrator, addressed the Board to provide details regarding the request for approval to post the Notice of Intent to award Bid Number 22/23-98, CR 218 from Cosmos Avenue to Pine Tree Lane Road Improvement to Anderson Columbia Co., Inc. This award includes the County's portion of the Base Bid (\$17,126,084.66) along with CCUA's portion (\$1,662,901.47). CCUA's award portion is contingent on CCUA Board consideration and approval scheduled for March 5, 2024. In addition, the award shall allow the County to amend the agreement with Anderson Columbia to add bid Option 1 and/or Option 2 should additional funding become available.

There were questions and discussions regarding the design, clarification of the bid total, and guarantee of prices.

Vice-Chairman Mike Cella made a motion for approval with the stipulations as discussed, seconded by Commissioner Betsy Condon, which carried 5-0.

22. Final Public Hearing to consider COMP 23-0016 and ZON 23-0028.
(District 5, Comm. Burke) (M. Brown)

COMP 23-0016 Small Scale land use change 10 acres from Agriculture to Agriculture/Residential

ZON 23-0028 Zoning map amendment of 10 acres from Agricultural to Agricultural/Residential.

Public Hearing for item 22 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/February 27, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/February%2027,%202024), beginning at 1:27:30 and ending at 1:51:18. Below is a summary of the discussion and vote.

Mike Brown, Zoning Chief, presented a PowerPoint presentation regarding the public hearing to consider COMP-12-0016 and ZON-23-0028. See Attachment D.

- **COMP-23-0016:** Small Scale land-use change 10 acres from Agriculture to Agriculture/Residential
- **ZON-23-0028:** Zoning map amendment of 10 acres from Agricultural to Agricultural/Residential.

There were questions and discussions regarding land use/zoning, setting precedence, similar properties, heirs exemption, compatibility, homestead exemption, future requests, agricultural zoning, and risk of spot zoning.

Chairman James Renninger opened the floor for the public hearing at 5:43 pm.

All those wishing to speak were sworn in.

Carol Wilkinson, 84 Sorrel Street, Middleburg, Florida, addressed the Board to provide information regarding the requested change.

There were questions and discussions regarding the intent for the property and access

to the property.

Hearing no other comments, Chairman James Renninger closed the public hearing at 5:48 pm.

There were comments regarding making a decision for other properties now and in the future.

Commissioner Kristen Burke made a motion for approval of the land use, seconded by Vice-Chairman Mike Cella. There was more discussion regarding splitting the property, zoning and having a home on the adjacent property. The motion carried 5-0.

Commissioner Kristen Burke made a motion for approval of the rezoning, seconded by Vice-Chairman Mike Cella, which carried 5-0.

23. Final Public Hearing to consider PCD 23-0016. (District 1, Comm. Cella)
(M. Brown)

Rezoning of 1.36 acres from PCD and BA to PCD.

Public Hearing for item 23 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/February 27, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/February%2027,%202024), beginning at 1:51:20 and ending at 2:13:47. Below is a summary of the discussion and vote.

Mike Brown, Zoning Chief, presented a PowerPoint presentation regarding the public hearing to consider PCD-23-0016, the rezoning of 1.36 acres from PCD and BA to PCD. See Attachment E.

There were questions and discussions regarding the Governors Emergency Declaration mentioned in the backup,

All those wishing to speak were sworn in.

Emily Pierce, Attorney with Rogers Towers Law, PA (Agent), and Matt Melchiori, Professional Engineer with Prosser, Inc., 13901 Sutton Park Drive, Jacksonville, Florida, addressed the Board to provide an overview and details for the project and the requested change.

More questions and discussions were had regarding the operations of the carwash, the amount of water that is recycled, access to the site, number of parking spots, buffer, surrounding properties, land use, and zoning, and clarification regarding the pond on site.

Chairman James Renninger opened the floor for the public hearing at 6:11 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 6:11 pm.

Vice-Chairman Mike Cella made a motion for approval and expressed why he would support the change, seconded by Commissioner Kristen Burke, which carried 4-1, with Commissioner Betsy Condon in opposition.

24. Public Hearing for the purpose of considering the entry into a Purchase and Sale Agreement for the purchase by the County of real property necessary for future Public Safety facilities, more particularly described as Tax Parcel No. 16-06-25-021733-001-03, and authorization for County Manager to execute all documents necessary to close the acquisition (C. Risinger/C. Grimm)

This item was continued from the February 13, 2024 Board meeting.

Public Hearing for item 24 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/February 27, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/February%2027,%202024), beginning at 2:13:49 and ending at 2:16:11. Below is a summary of the discussion and vote.

Caleb Risinger, Real Estate Acquisitions, addressed the Board regarding the public hearing to consider entry into a Purchase and Sale Agreement for the purchase by the County of real property necessary for future Public Safety facilities, more particularly described as Tax Parcel Number 16-06-25-021733-001-03, for a fire station located in Penney Farms and authorization for County Manager to execute all documents necessary to close the acquisition.

Chairman James Renninger opened the floor for the public hearing at 6:15 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 6:16 pm.

Vice-Chairman Mike Cella made a motion for approval, seconded by Commissioner Alexandra Compere, which carried 5-0.

LETTERS OF DOCUMENTATION

25. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulations for February 6, 2024:

A. RFB No. 23/24-025, CR 218 from Cosmos Avenue to Pine Tree Lane Roadway Improvements - Bonded Transportation Program

Bid Opening Tabulations for February 13, 2024:

A. RFB No. 23/24-041, Document Scanning Services

Chairman James Renninger acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Chairman James Renninger opened the floor for the public hearing at 6:17 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 6:17 pm.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, had no comments.

COUNTY ATTORNEY

County Attorney Comments can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/February 27, 2024, beginning at 2:17:04 and ending at 2:18:39. Below is a summary of the discussion.

Courtney Grimm, County Attorney, provided an update regarding the PACE litigation and the residential portion requirements; an essential piece is the litigation in Leon County. County Attorney Grimm will provide more information following the ruling by the court.

There were questions and discussions to clarify the impact and changes to the program.

COUNTY MANAGER

County Manager comments can be seen at www.claycountygov.com/Government/clay-county-tv-and-video-archive/BCC Agenda/February 27, 2024, beginning at 2:18:40 and ending at 2:20:32. Below is a summary of the discussion.

Howard Wanamaker, County Manager, spoke about the legislative session slated to end next Friday. County Manager Wanamaker spoke about past and upcoming events. Visit exploreclay.com for more details.

Events Mentioned:

-
- Food Truck Friday - Spring Park in Green Cove Springs - March 1, 2024
- 8th Annual Strawberry Festival - Clay County Fairgrounds - March 2 - 3, 2024
- Orange Park Farmers Market - Orange Park Town Hall - March 3, 2024
- Look up at the Stars - Gold Head State Park - March 8 - 9, 2024
- Military Appreciation - Clay County Fairgrounds - March 16, 2024
- Clay County Fair - Clay County Fairgrounds - April 4 - 14, 2024

COMMISSIONERS' COMMENTS

Commissioners Comments can be seen-

*at www.claycountygov.com/Government/clay-county-tv-and-video-archive/BCC
Agenda/February 27, 2024, beginning at 2:20:34 and ending at 2:47:35. Below is a
summary of the discussion.*

Commissioner Kristen Burke mentioned that there are events at Clay County Fairgrounds every weekend until roughly May 2025.

Vice-Chairman Mike Cella mentioned the Annual Scottish Games that occurred this past weekend and went well and the Eagle Harbor Minor League Golf Tournament final round. Vice-Chairman Cella spoke about the PACE issue and thanked County Attorney Grimm for all her hard work.

Commissioner Betsy Condon addressed some concerns mentioned during public comment regarding Veronica Avenue, the high rate of speed by construction trucks off 315, and possibilities to remedy the issue. Mr. Smith addressed the Board to provide information on how to address the issue regarding the speeding on 315. Commissioner Condon spoke about the code enforcement issue and also mentioned and offered suggestions on how to address those problems.

Commissioner Alexandra Compere spoke about the Scottish Games and commended the Tourist Development team for their hard work to put Clay County on the map. Commissioner Compere requested the Board reconsider the start time for the BCC meetings.

Following the discussion regarding agenda items, time change, time certain items, public hearings, staggering meetings, public comment period, length of meetings, and other county start times, and access to the meetings. The Board agreed to talk to constituents and bring it back to the Board for a decision at a later meeting.

Commissioner Compere requested the Board to consider partnering with the Veterans Council to build out the Veterans Day event and spoke about having involvement from staff to help and the interest expressed by Mr. Ansil Lewis to help. After discussing the possibilities and giving staff direction, the Board reached a consensus on moving forward.

Chairman James Renninger mentioned the State of the County brief and thanked staff for their help and hard work. Chairman Renninger also mentioned the Scottish Games and its success. Chairman Renninger spoke about training that needs to be completed by March 1, 2024, for the Canvassing Board, and on March 26, 2024, he will be traveling to Atlanta to attend an event regarding economic development for Clay County that happens to be on a BCC Meeting day.

Hearing no further business, Chairman James Renninger adjourned the meeting at 6:47 pm.

Attest:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk of the Board

Chairman or Vice-Chairman

Acronym Definitions

BA – Neighborhood Business District

BCC- Board of County Commissioners

CCSO – Clay County Sheriff’s Office

CCUA – Clay County Utility Authority

CIE – Capital Improvement Element

CIP – Capital Improvement Plan

CR – County Road

FHSAA – Florida High School Athletic Association

FY – Fiscal Year

PCD – Planned Community Development

ROW – Right-of-Way

ZON – Rezone

Attachment

“A”

Pet Adoptions



Gia

ANIMAL ID: A0055283062

SEX: Spayed Female

BREED: Mix Breed, 1 year old; 41 pounds

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: Sporting a striking black and white coat, Gia is as charming as she is cute. Introduced to children aged 7, she aced the interaction, proving herself to be a kid-friendly companion. Not only is she great with people, but she also gets along well with other dogs, making her an ideal addition to any family. Gia has shown promising progress in house training, although she may need some guidance in curbing her puppy chewing tendencies. Crate training would be perfect for her to thrive and continue to blossom.



claycountygov.com/adopt



Olaf

ANIMAL ID: A0055149476

SEX: Neutered Male

BREED: American Bully Mix, 6 Years Old, 82 lbs

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: Introducing Olaf, the staff favorite and lovable giant! At 82 pounds, he's convinced he's a lap dog. With a heart full of affection, he thrives on attention and rules his domain like a king. A leash is his best friend, and he's ready to be the center of your world. If you seek a loyal companion who's easygoing and adores you endlessly, Olaf is your match! Best in a pet-free palace. Adopt Olaf today and let the love reign supreme!



claycountygov.com/adopt



Robin

ANIMAL ID: A0055409306

SEX: Spayed female

BREED: Domestic Short Hair, 1 Year Old

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: What sets Robin apart is her chatty nature—she loves engaging in lively conversations with hrs favorite humans, filling your home with melodious meows. If you're looking for a beautiful, affectionate, and talkative companion, Robin is the perfect match for you!



claycountygov.com/adopt



Camilla

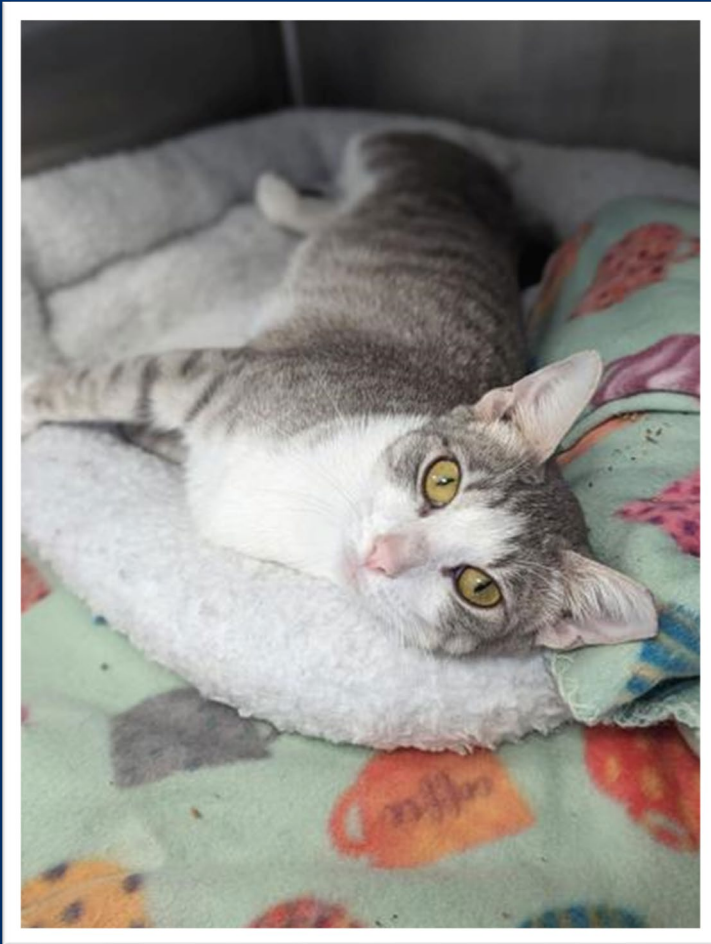
ANIMAL ID: A0055145402

SEX: Spayed female

BREED: Domestic Short Hair, 3 years old

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: Looking for a feisty feline who sets her own rules? Look no further! This indoor/outdoor diva loves to explore but insists on affection being on her terms. Camilla will keep you entertained with her independent spirit and occasional bursts of affection.



claycountygov.com/adopt



We re still in need of foster parents for dogs, cats and kittens. Please consider opening your home temporarily.

If interested please contact
clayfosters@claycountygov.com

**Dogs like Wonder (pictured) could use a foster home to help with socialization*

claycountygov.com/adopt



If you are interested in helping our furry friends but can't bring one home, please take a look at our Amazon wish list. We are always in need of items for our foster kittens and our shelter animals.

[Amazon.com](https://www.amazon.com)

claycountygov.com/adopt

Attachment
“B”
Municipal Finance Options



Clay County

Market Update & Plan of Finance

February 27, 2024

PFM Financial Advisors LLC

200 South Orange Ave
Suite 760
Orlando, FL 32801

407.648.2208
pfm.com



Agenda

MARKET UPDATE

- ◆ Tax-Exempt Rates
- ◆ Taxable Rates
- ◆ Federal Reserve Dot Plot

PLAN OF FINANCE

- ◆ Overview of Outstanding Debt
- ◆ Funding Structure (\$10 million)
- ◆ Funding Structures (\$65 million)

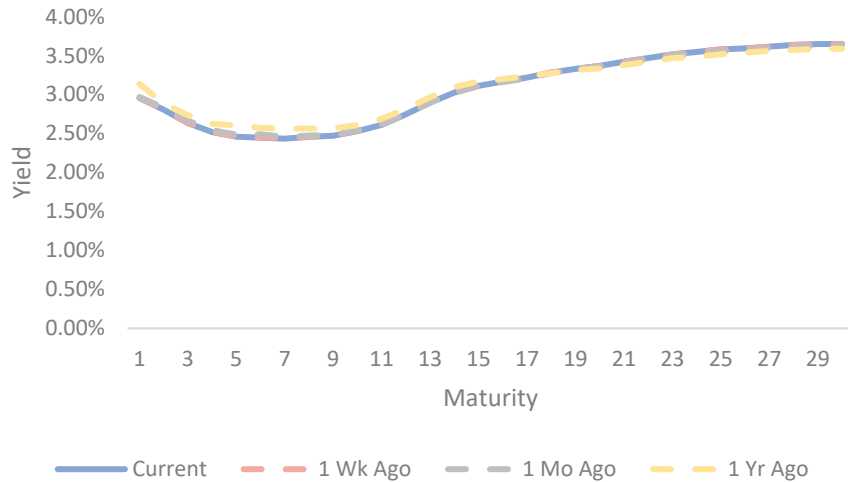


Market Update (Week of February 26, 2024)

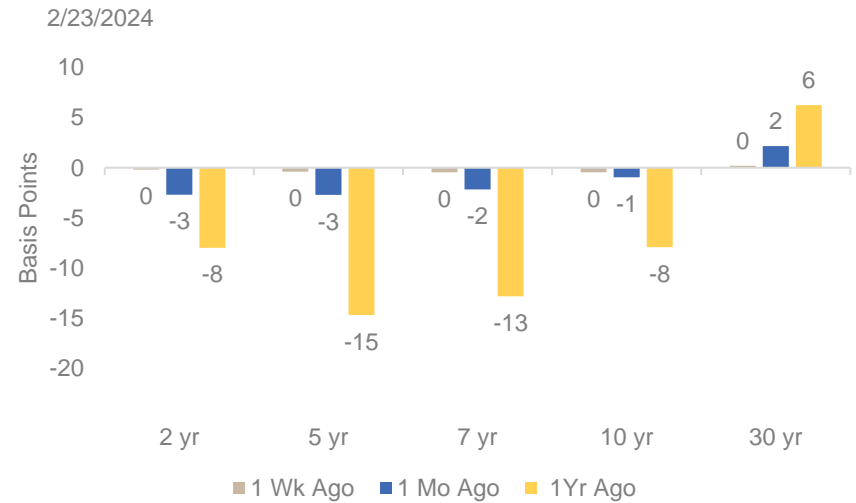


Municipal Interest Rate Movements

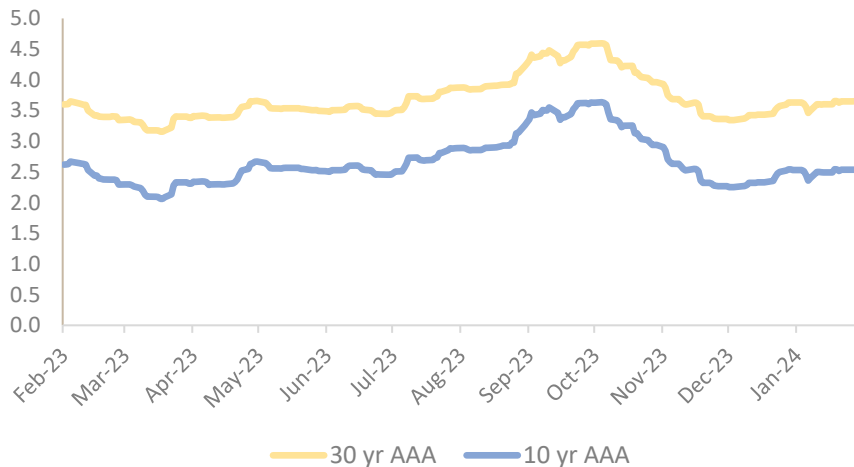
BVAL AAA G.O. Curve



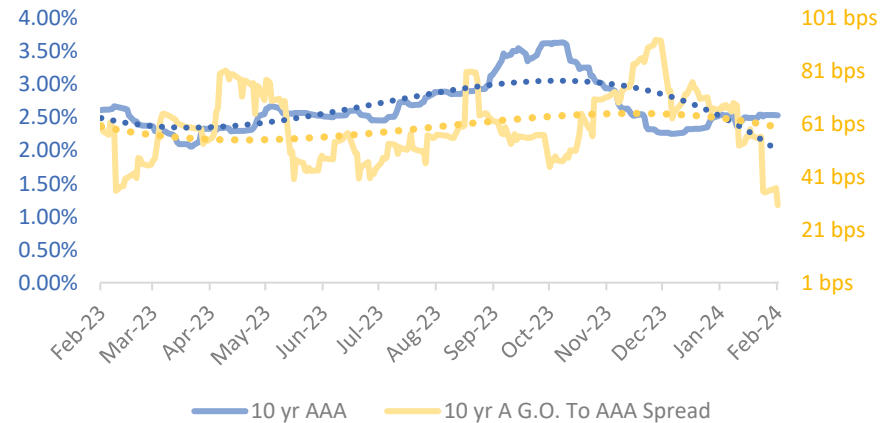
BVAL AAA G.O. Yield Curve Changes



AAA Yields



Rate and Spread Movement (10-Year Maturity)



Source: Bloomberg

Page 60 of 111 PFM Pricing Group



Municipal Interest Rate Movements

AAA BVAL Rate Movement for the Past 3 Months

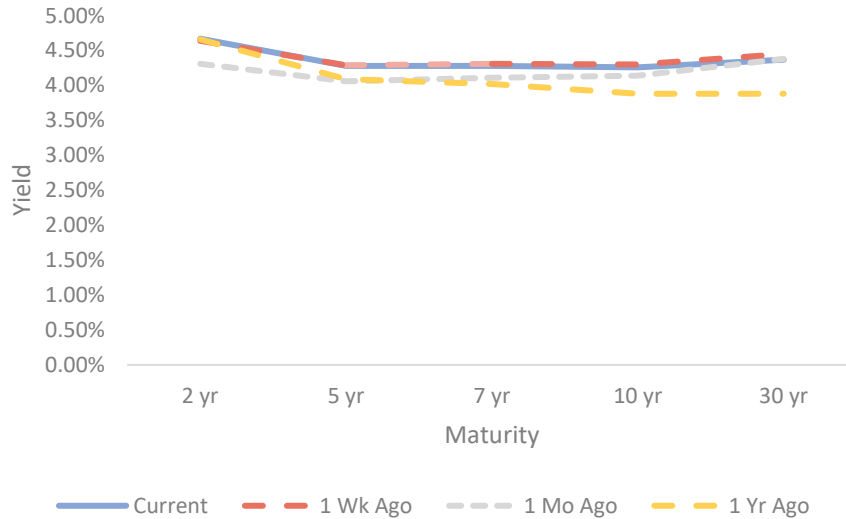
AAA Tenor	Date & Weekday																					Total Δ	2/23 Rate
	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26	2/2	2/9	2/12	2/13	2/14	2/15	2/16	2/20	2/21	2/22	2/23		
	Fri	Fri	Fri	Fri	Fri	Fri	Fri	Fri	Fri	Fri	Fri	F	M	T	W	T	F	T	W	T	F		
1	3.15	-28	-8	-19	-2	-1	11	11	16	1	-14	10	0	4	-1	-2	3	0	0	0	-1	-20	2.95
2	3.08	-28	-9	-19	-3	-1	7	9	17	1	-15	10	0	5	-1	-2	2	0	0	0	0	-27	2.81
3	2.95	-29	-9	-19	-4	-1	7	7	17	1	-15	10	0	5	-1	-3	3	0	0	0	-1	-32	2.63
4	2.88	-30	-9	-20	-4	-1	7	4	17	1	-14	9	0	5	-1	-2	2	0	0	0	0	-36	2.52
5	2.85	-30	-11	-20	-4	-1	7	3	17	2	-15	9	0	5	-1	-2	2	0	0	0	0	-39	2.46
6	2.86	-31	-10	-21	-4	-1	7	3	17	2	-16	9	0	5	-1	-2	2	0	0	0	0	-41	2.45
7	2.85	-31	-11	-20	-5	-1	6	2	17	3	-15	10	0	5	-1	-2	2	0	0	0	-1	-42	2.43
8	2.87	-31	-10	-21	-5	-1	6	1	18	2	-14	10	0	5	-1	-2	2	0	0	0	0	-41	2.46
9	2.89	-31	-10	-21	-5	-2	7	0	17	3	-13	9	0	5	0	-3	3	0	0	-1	0	-42	2.47
10	2.94	-31	-10	-21	-5	-2	7	1	17	3	-13	9	0	5	0	-3	2	0	0	0	0	-41	2.53
11	3.02	-31	-10	-21	-5	-1	6	1	16	4	-13	9	0	5	0	-3	2	0	0	0	0	-41	2.61
12	3.15	-31	-10	-20	-6	-1	6	1	16	4	-13	9	0	5	0	-2	2	0	0	0	0	-40	2.75
13	3.29	-30	-10	-21	-5	-1	6	1	16	4	-13	9	0	5	0	-2	2	0	0	0	0	-39	2.90
14	3.41	-30	-10	-20	-5	-2	7	1	16	4	-13	9	0	5	0	-2	2	0	0	0	0	-38	3.03
15	3.48	-30	-9	-21	-4	-2	7	1	15	6	-14	10	0	5	0	-3	2	0	0	0	0	-37	3.11
16	3.53	-30	-9	-20	-5	-2	8	0	16	5	-14	10	0	5	0	-2	2	0	0	0	0	-36	3.17
17	3.58	-29	-9	-21	-4	-2	7	0	15	5	-13	10	0	5	0	-2	2	0	0	0	0	-36	3.22
18	3.64	-29	-10	-19	-5	-2	8	0	15	5	-13	10	0	5	0	-3	2	0	0	0	0	-36	3.28
19	3.69	-29	-9	-20	-4	-2	8	0	15	5	-15	10	0	5	0	-2	2	0	0	0	0	-36	3.33
20	3.72	-29	-9	-19	-5	-1	7	0	15	5	-14	10	0	5	0	-2	2	0	0	0	0	-35	3.37
21	3.76	-28	-9	-20	-4	-2	8	0	15	5	-14	10	0	6	-1	-2	2	0	0	0	0	-34	3.42
22	3.80	-28	-9	-19	-5	-1	7	0	15	5	-13	10	0	5	0	-2	2	0	0	0	0	-33	3.47
23	3.85	-29	-8	-20	-4	-2	8	1	14	5	-13	10	0	5	0	-3	2	0	0	1	0	-33	3.52
24	3.87	-28	-9	-20	-4	-2	8	1	14	6	-13	10	0	5	0	-3	3	0	0	0	0	-32	3.55
25	3.89	-28	-8	-20	-4	-2	8	1	14	6	-13	10	0	5	0	-2	2	0	0	0	0	-31	3.58
26	3.91	-27	-9	-19	-5	-2	8	0	14	6	-13	10	0	5	0	-2	2	0	0	0	0	-32	3.59
27	3.94	-28	-9	-19	-5	-1	7	0	15	5	-13	10	0	6	0	-3	2	0	0	0	0	-33	3.61
28	3.95	-28	-8	-20	-4	-2	8	1	14	6	-13	10	0	5	0	-3	3	0	0	0	0	-31	3.64
29	3.96	-28	-8	-20	-4	-2	8	1	14	6	-13	10	0	5	0	-3	3	0	0	0	0	-31	3.65
30	3.96	-28	-8	-19	-5	-2	8	1	14	6	-13	10	0	5	0	-2	2	0	0	0	0	-31	3.65

Source: Bloomberg

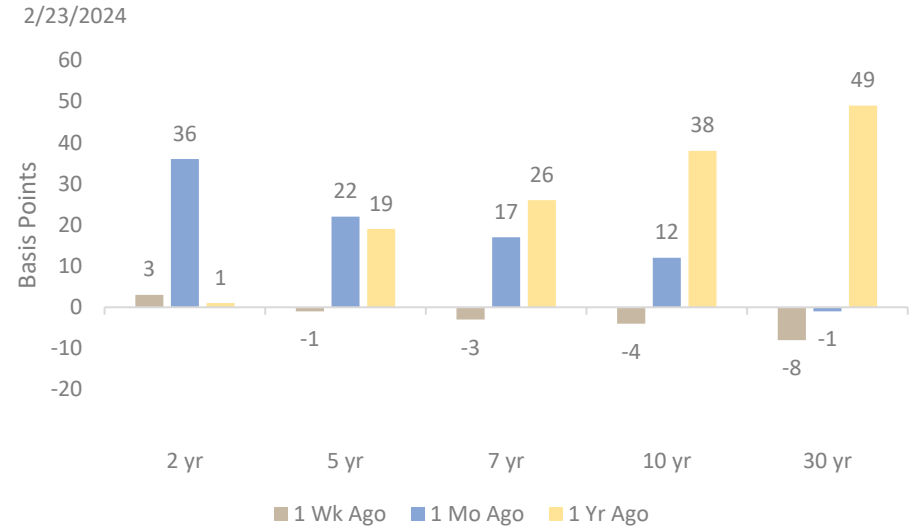


Treasury Interest Rate Movements

U.S. Treasury Yield Curve



U.S. Treasury Yield Curve Changes



Treasury Rate Movement for the Past 3 Months

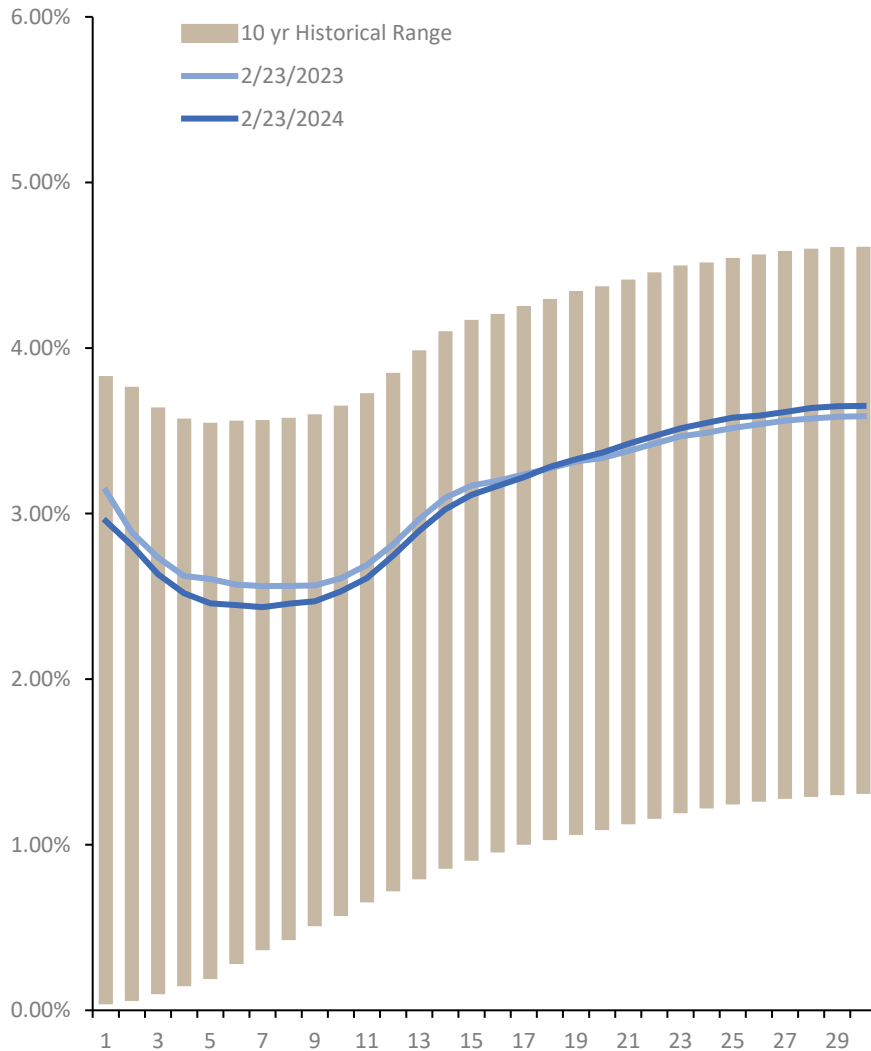
Tenor	Date & Weekday																					Total Δ	2/23 Rate
	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26	2/2	2/9	2/12	2/13	2/14	2/15	2/16	2/20	2/21	2/22	2/23		
	Fri	Fri	Fri	Fri	Fri	Fri	Fri	Fri	Fri	Fri	Fri	F	M	T	W	T	F	T	W	T	F		
1	5.27	-22	8	-18	-13	-3	5	-19	19	-6	3	5	1	12	-5	-1	5	-1	1	4	-2	-27	5.00
2	4.92	-36	15	-27	-13	-8	17	-26	25	-5	2	12	-2	18	-8	0	8	-5	5	5	-2	-25	4.67
3	4.67	-36	14	-32	-9	-3	16	-25	26	-3	-1	11	0	19	-6	-2	7	-5	5	6	-4	-22	4.45
5	4.49	-35	10	-33	-4	-3	18	-18	24	-4	-5	15	-1	18	-6	-3	7	-4	5	3	-5	-21	4.28
7	4.51	-29	6	-34	-2	-4	16	-13	21	-2	-8	15	-1	17	-6	-2	6	-3	5	2	-7	-23	4.28
10	4.47	-25	1	-32	-1	-2	17	-9	19	0	-12	14	0	14	-4	-3	6	-3	5	1	-7	-21	4.26
20	4.79	-21	-9	-30	2	-1	17	-5	15	2	-16	15	0	11	-2	-3	4	-2	3	-1	-7	-28	4.51
30	4.60	-20	-9	-31	5	-2	18	-1	16	2	-16	15	0	9	-1	-3	3	-1	5	-2	-10	-23	4.37

Source: [treasury.gov](https://www.treasury.gov)

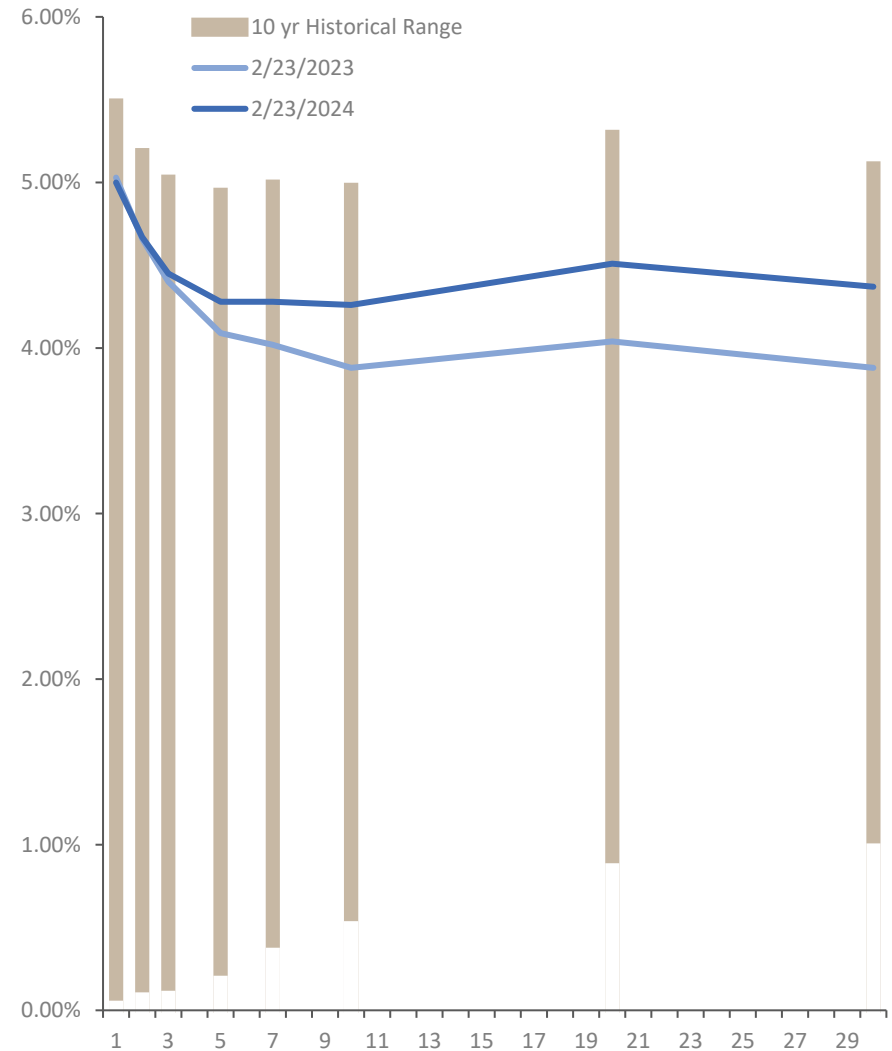


Treasury & Municipal Interest Rate Movements

AAA Municipal Curve



U.S. Treasury Curve

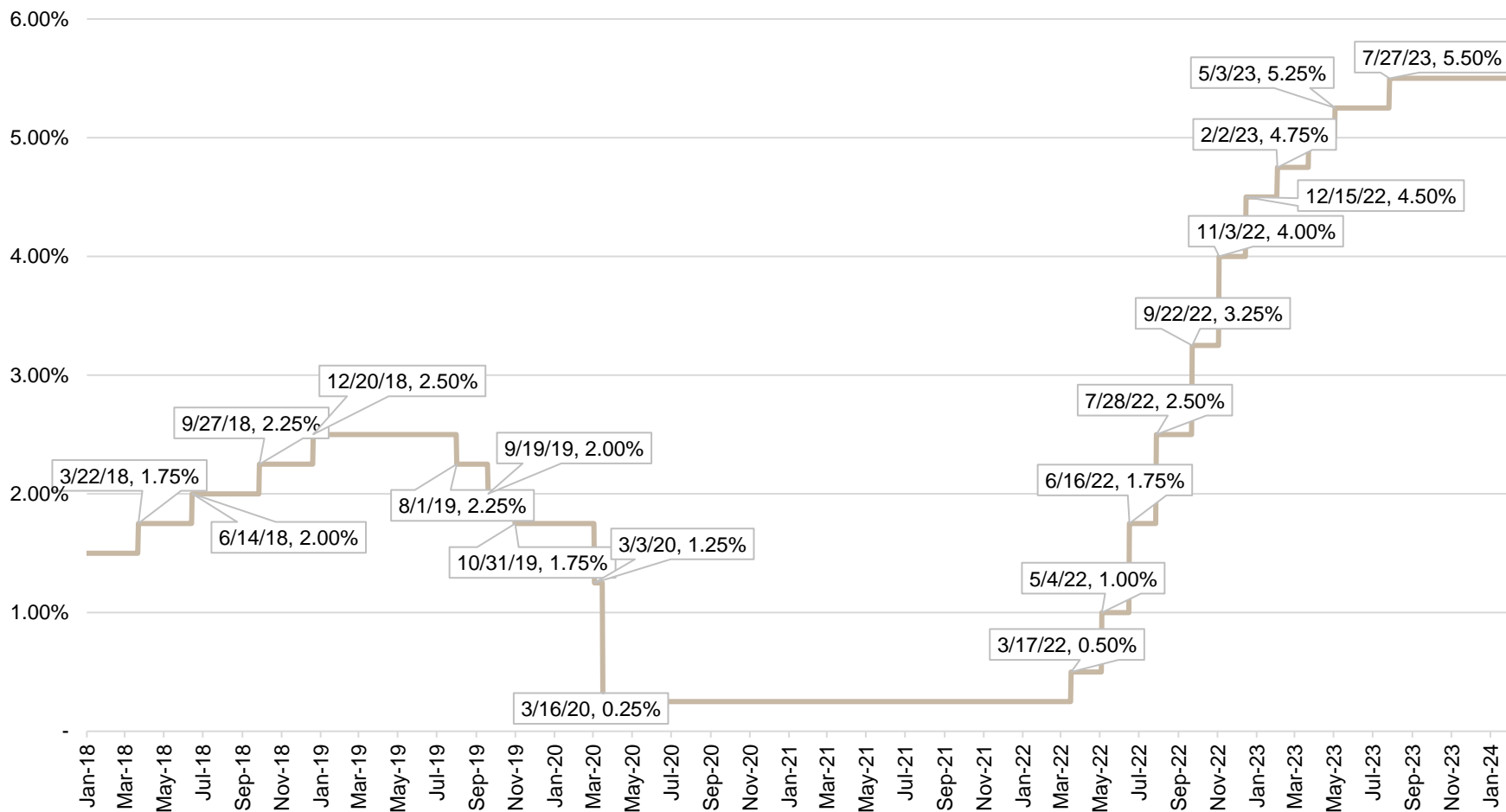


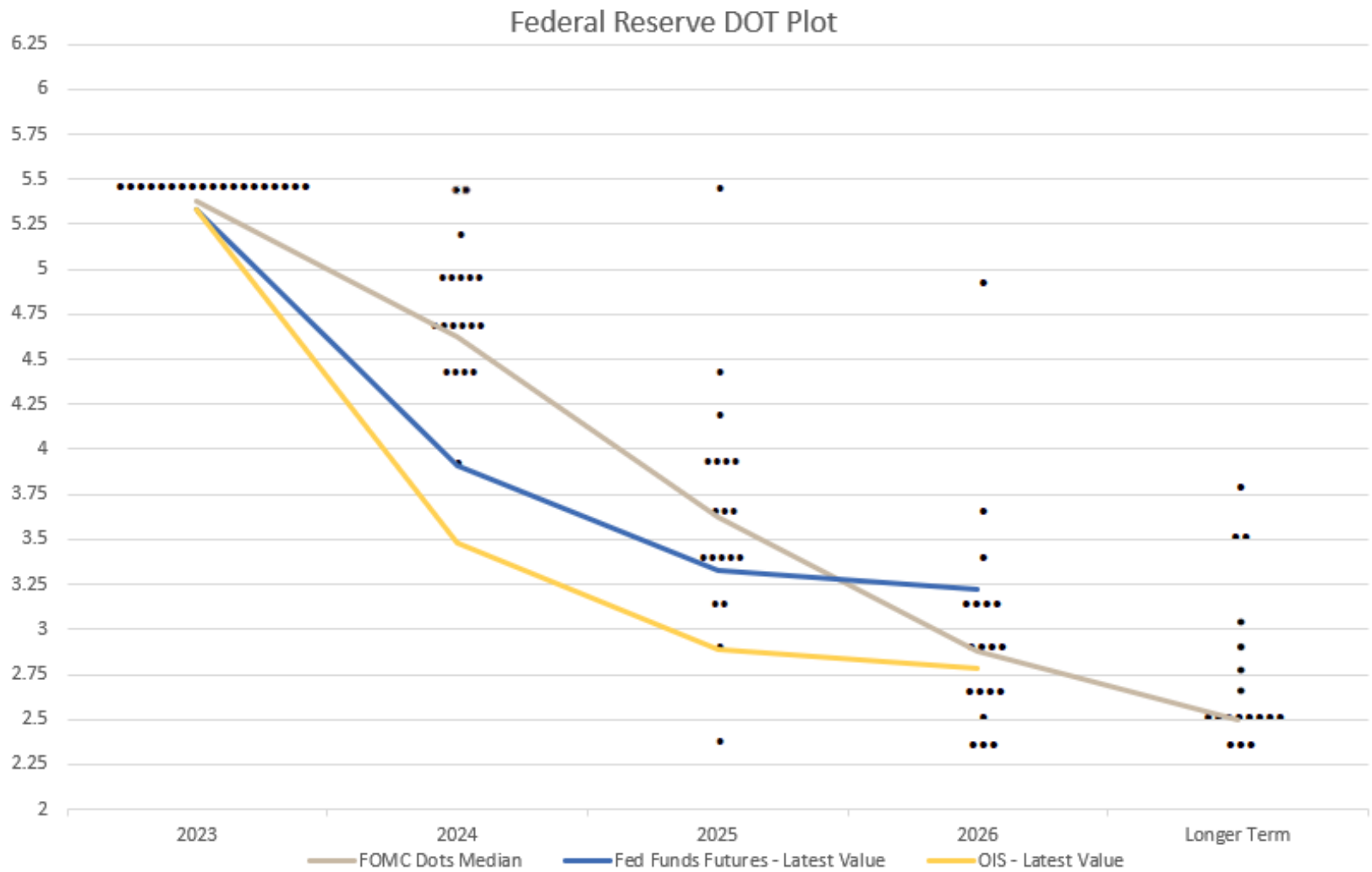
Source: Bloomberg, treasury.gov



Federal Funds Target Rate

Historical Fed Rate Hikes & Cuts







Plan of Finance



Clay County Outstanding Debt

Clay County - Summary of Outstanding Debt							
Obligation	Use of Proceeds	Issue Date	Issue Size	Outstanding Coupons	Final Maturity	Call Date	Outstanding Principal
Sales Surtax Revenue Bonds, Series 2020	Capital Improvement	3/5/2020	\$103,420,000	4% - 5%	10/1/2039	10/1/2029	\$92,735,000

Clay County - Annual Debt Service			
Bond Year	Sales Surtax Revenue Bonds, Series 2020		
	Principal	Interest	Debt Service
2024	3,925,000	4,478,250	8,403,250
2025	4,120,000	4,282,000	8,402,000
2026	4,325,000	4,076,000	8,401,000
2027	4,540,000	3,859,750	8,399,750
2028	4,770,000	3,632,750	8,402,750
2029	5,005,000	3,394,250	8,399,250
2030	5,255,000	3,144,000	8,399,000
2031	5,520,000	2,881,250	8,401,250
2032	5,795,000	2,605,250	8,400,250
2033	6,085,000	2,315,500	8,400,500
2034	6,390,000	2,011,250	8,401,250
2035	6,710,000	1,691,750	8,401,750
2036	7,045,000	1,356,250	8,401,250
2037	7,400,000	1,004,000	8,404,000
2038	7,770,000	634,000	8,404,000
2039	8,080,000	323,200	8,403,200
Total	92,735,000	41,689,450	134,424,450



CIP Overview

- The County's 5-yr CIP averages \$45 million per year, for a total of approximately \$225 million
- With projected sales surtax revenues of approximately \$160 million, this leaves approximately \$65 million of critical needs not funded until beyond the 5-yr CIP
- Interest earnings on project funds are currently higher than the borrowing rates, so the result is a very efficient funding plan to recover interest earnings while mitigating future inflation risk
- The County has historically pledged revenues to accelerate the timing of projects, and current market levels have provided an opportunity to consider this option
 - Significant tax revenue growth has generated sufficient debt capacity



Plan of Finance Discussion

- We understand the County's capital improvement plan (CIP) includes \$65 million of priority projects which are funded in the outer years (beyond 5-yr CIP)

Clay County Projects		
Project Name	Project Amount	Comments
Fire Station 24 - Virginia Village	7,711,707	Design FY21-22, Construction FY22-23
Fire Station 20 - GCS	7,079,927	Carryover to completion
Fire Station 22 - Fleming Island	8,050,000	Design FY21-22, Construction FY23-24
Fire Station 15 - Lake Asbury	7,300,000	Design FY21-23, Construction FY23-24
Fire Station 1 - Branan Field	9,600,000	Design FY24-25
Animal Services Building	15,290,062	Design FY20-21, Construction FY23-25
Total	55,031,696	
Oakleaf Library	10,000,000	Construction FY25
Estimated Grand Total (max)	65,031,696	

- The overall goal is to create a borrowing program which allows the County to fund projects when needed, to mitigate the affordability impacts of inflation by securing funding with low interest costs
- We understand the CIP is dynamic and the timing and amounts will change over time



CIP Comparison

Costs shown below are related to the CIP costs

- Net amount required to complete the project after the use of restricted cash (such as impact fees)

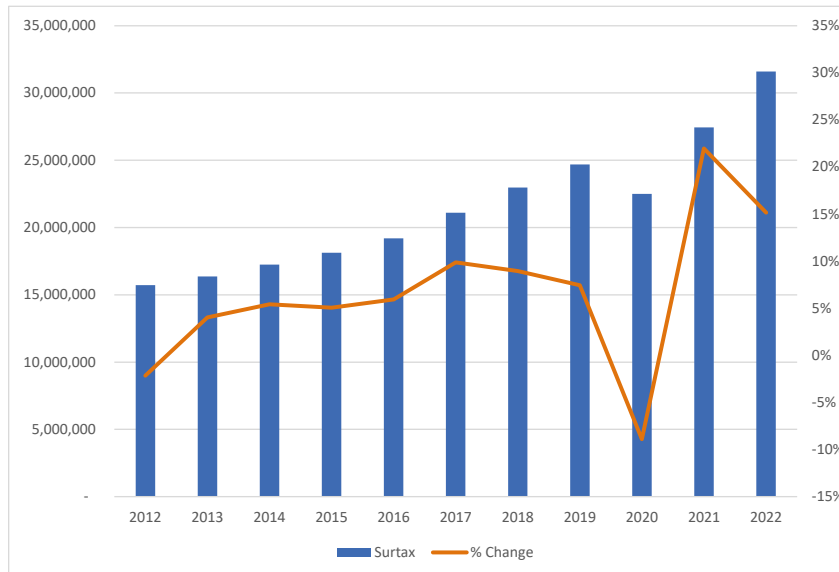
Clay County 5-Year CIP Comparison						
No Debt	2024	2025	2026	2027	2028	Total Funded
Project Funding	74,914,540	41,874,529	34,869,958	31,708,046	38,368,105	221,735,178
Pay-Go Funds Available	61,914,540	28,874,529	21,869,958	18,708,046	25,368,105	
Net Revenues Available for Add'l Projects	(13,000,000)	(26,000,000)	(39,000,000)	(52,000,000)	(65,000,000)	156,735,178
With Debt	2024	2025	2026	2027	2028	Total Funded
Project Funding	74,914,540	41,874,529	34,869,958	31,708,046	38,368,105	221,735,178
Pay-Go Funds Available	51,914,540	18,874,529	11,869,958	8,708,046	15,368,105	
Debt Proceeds	65,000,000					
Additional Pay-Go Funding Capacity	7,500,000	6,500,000	6,500,000	6,500,000	6,500,000	
Debt Service	(2,500,000)	(4,500,000)	(4,500,000)	(4,500,000)	(4,500,000)	
Net Revenues Available for Add'l Projects	49,500,000	33,000,000	16,500,000	-	(16,500,000)	205,235,178

Additional Amount Funded with Debt Scenario:
\$48,500,000



Funding Options to Consider

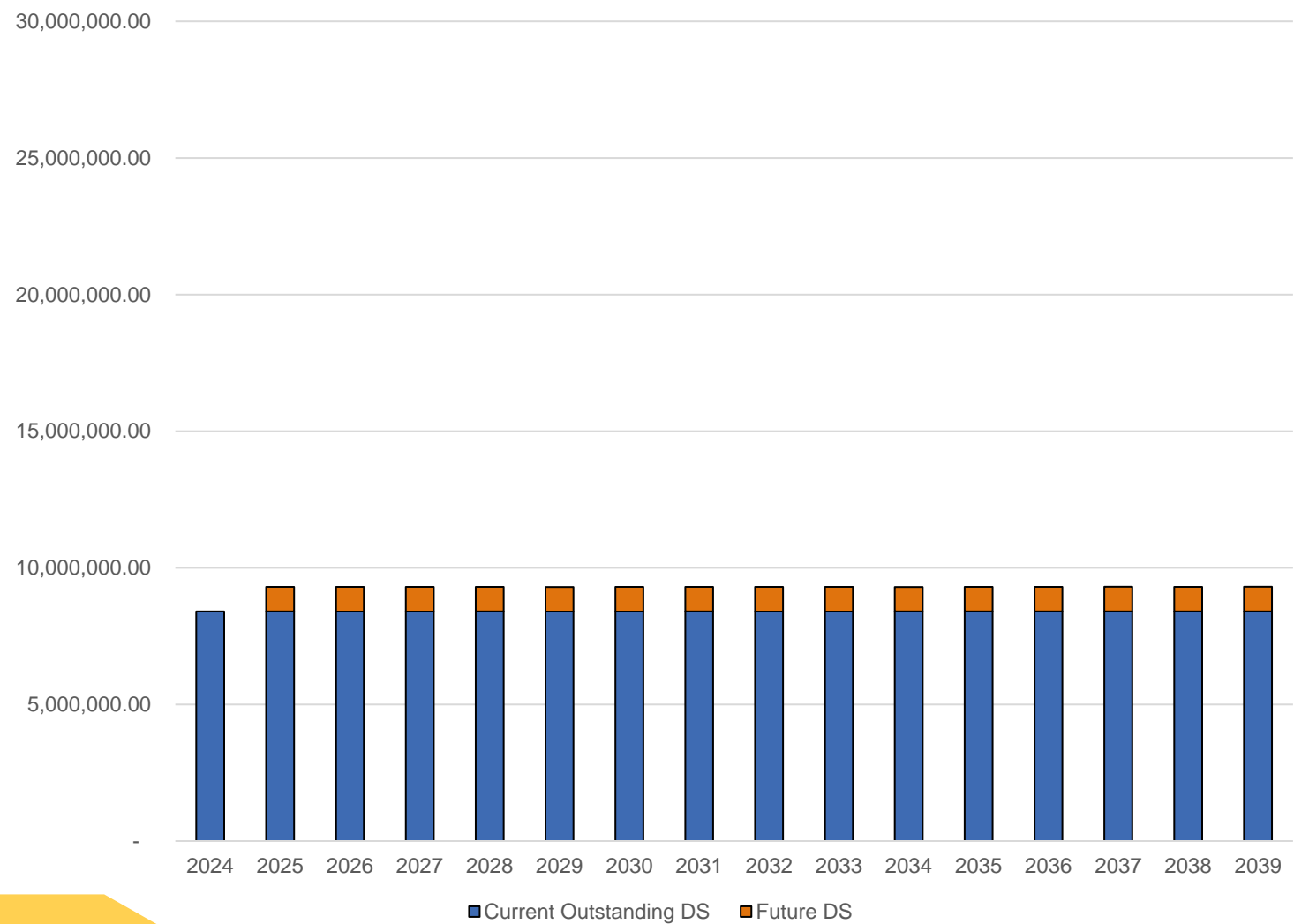
- The County has realized significant sales tax revenue growth (doubled since 2012)



- We will evaluate three scenarios for consideration:
 - \$10 million – structured to match current final maturity of 2039
 - \$65 million – structured to match current final maturity of 2039
 - \$65 million – structured to 30-year debt to better match the life of the asset



Debt Service Breakdown \$10 million



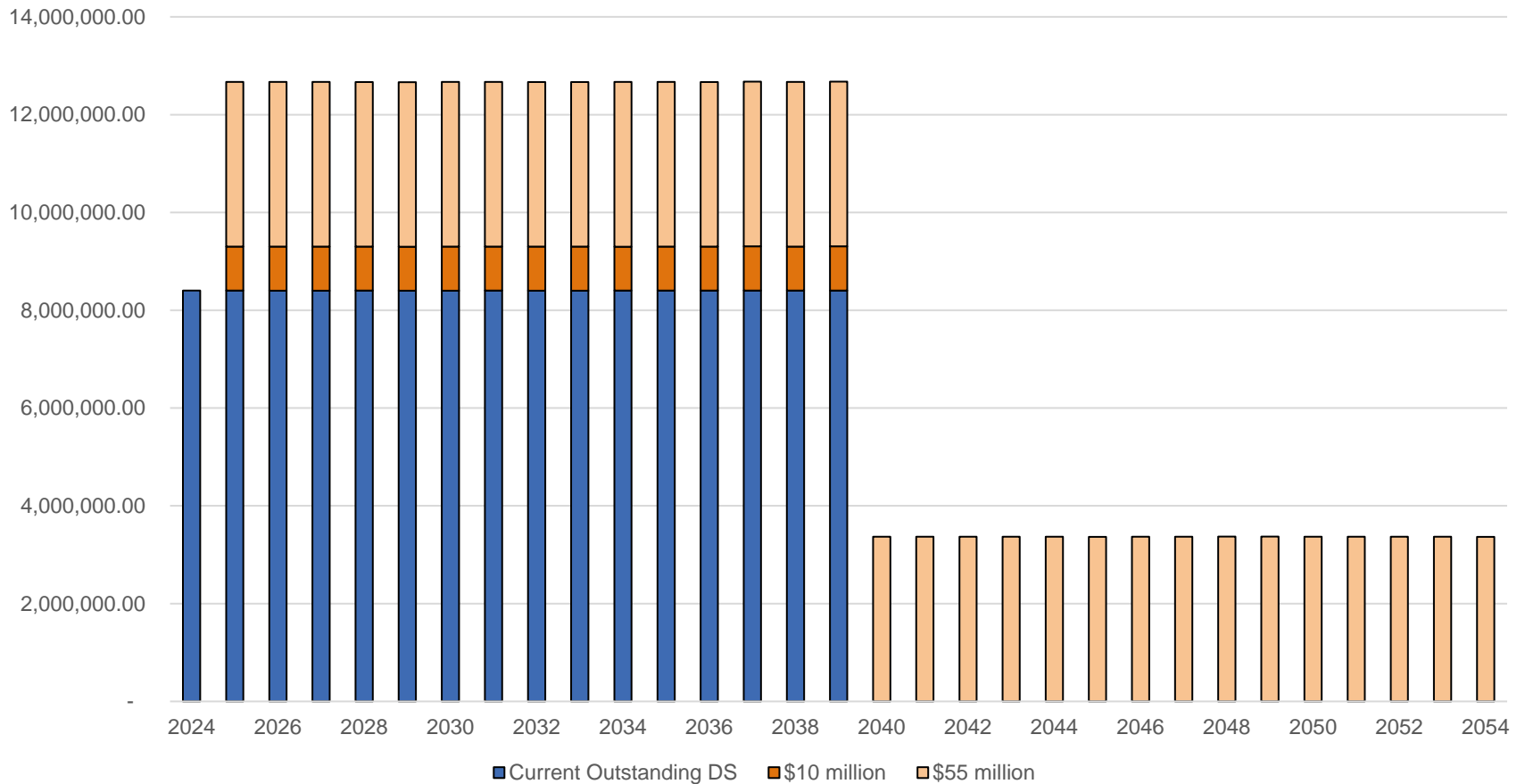


Coverage Ratio \$10 million

Clay County Coverage Ratio					
Year	2022 Sales Tax Revenue	Current Outstanding DS	Future DS	Aggregate DS	Coverage
2024	31,595,033.94	8,403,250.00	-	8,403,250.00	3.8
2025	31,595,033.94	8,402,000.00	899,750.00	9,301,750.00	3.4
2026	31,595,033.94	8,401,000.00	900,750.00	9,301,750.00	3.4
2027	31,595,033.94	8,399,750.00	903,000.00	9,302,750.00	3.4
2028	31,595,033.94	8,402,750.00	899,000.00	9,301,750.00	3.4
2029	31,595,033.94	8,399,250.00	899,000.00	9,298,250.00	3.4
2030	31,595,033.94	8,399,000.00	902,750.00	9,301,750.00	3.4
2031	31,595,033.94	8,401,250.00	900,000.00	9,301,250.00	3.4
2032	31,595,033.94	8,400,250.00	901,000.00	9,301,250.00	3.4
2033	31,595,033.94	8,400,500.00	900,500.00	9,301,000.00	3.4
2034	31,595,033.94	8,401,250.00	898,500.00	9,299,750.00	3.4
2035	31,595,033.94	8,401,750.00	900,000.00	9,301,750.00	3.4
2036	31,595,033.94	8,401,250.00	899,750.00	9,301,000.00	3.4
2037	31,595,033.94	8,404,000.00	902,750.00	9,306,750.00	3.4
2038	31,595,033.94	8,404,000.00	898,750.00	9,302,750.00	3.4
2039	31,595,033.94	8,403,200.00	903,000.00	9,306,200.00	3.4



Debt Service Breakdown \$65 million – 30 years



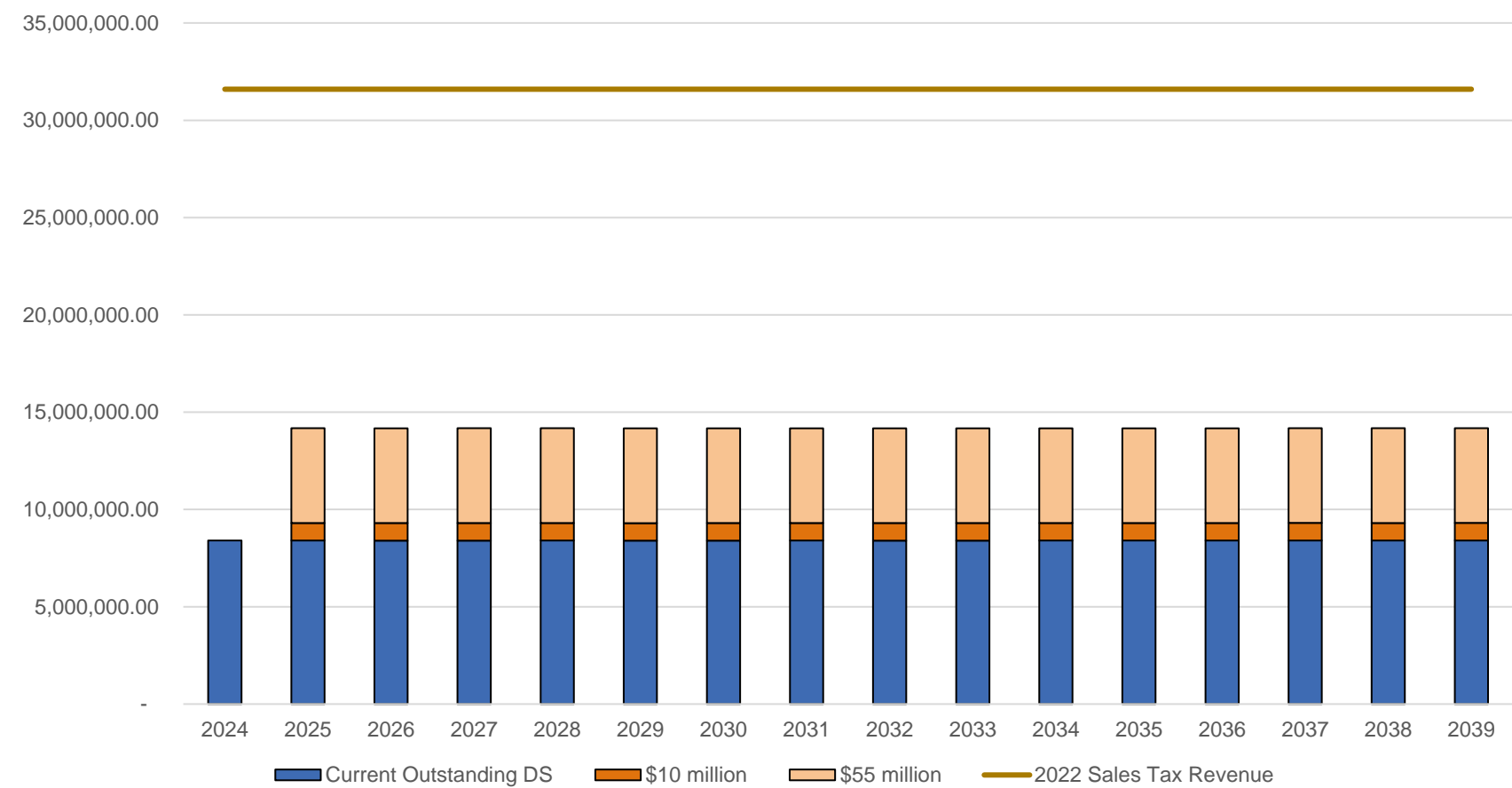


Coverage Ratio \$65 million – 30 years

Clay County Coverage Ratio						
Year	2022 Sales Tax Revenue	Current Outstanding DS	\$10 million	\$55 million	Aggregate DS	Coverage
2024	31,595,033.94	8,403,250.00	-	-	8,403,250.00	3.8
2025	31,595,033.94	8,402,000.00	899,750.00	3,368,500.00	12,670,250.00	2.5
2026	31,595,033.94	8,401,000.00	900,750.00	3,369,500.00	12,671,250.00	2.5
2027	31,595,033.94	8,399,750.00	903,000.00	3,368,500.00	12,671,250.00	2.5
2028	31,595,033.94	8,402,750.00	899,000.00	3,365,500.00	12,667,250.00	2.5
2029	31,595,033.94	8,399,250.00	899,000.00	3,365,500.00	12,663,750.00	2.5
2030	31,595,033.94	8,399,000.00	902,750.00	3,368,250.00	12,670,000.00	2.5
2031	31,595,033.94	8,401,250.00	900,000.00	3,368,500.00	12,669,750.00	2.5
2032	31,595,033.94	8,400,250.00	901,000.00	3,366,250.00	12,667,500.00	2.5
2033	31,595,033.94	8,400,500.00	900,500.00	3,366,500.00	12,667,500.00	2.5
2034	31,595,033.94	8,401,250.00	898,500.00	3,369,000.00	12,668,750.00	2.5
2035	31,595,033.94	8,401,750.00	900,000.00	3,368,500.00	12,670,250.00	2.5
2036	31,595,033.94	8,401,250.00	899,750.00	3,365,000.00	12,666,000.00	2.5
2037	31,595,033.94	8,404,000.00	902,750.00	3,368,500.00	12,675,250.00	2.5
2038	31,595,033.94	8,404,000.00	898,750.00	3,368,500.00	12,671,250.00	2.5
2039	31,595,033.94	8,403,200.00	903,000.00	3,370,000.00	12,676,200.00	2.5
2040	31,595,033.94	-	-	3,367,750.00	3,367,750.00	9.4
2041	31,595,033.94	-	-	3,366,750.00	3,366,750.00	9.4
2042	31,595,033.94	-	-	3,366,750.00	3,366,750.00	9.4
2043	31,595,033.94	-	-	3,367,500.00	3,367,500.00	9.4
2044	31,595,033.94	-	-	3,368,750.00	3,368,750.00	9.4
2045	31,595,033.94	-	-	3,365,250.00	3,365,250.00	9.4
2046	31,595,033.94	-	-	3,367,000.00	3,367,000.00	9.4
2047	31,595,033.94	-	-	3,368,500.00	3,368,500.00	9.4
2048	31,595,033.94	-	-	3,369,500.00	3,369,500.00	9.4
2049	31,595,033.94	-	-	3,369,750.00	3,369,750.00	9.4
2050	31,595,033.94	-	-	3,369,000.00	3,369,000.00	9.4
2051	31,595,033.94	-	-	3,367,000.00	3,367,000.00	9.4
2052	31,595,033.94	-	-	3,368,500.00	3,368,500.00	9.4
2053	31,595,033.94	-	-	3,368,000.00	3,368,000.00	9.4
2054	31,595,033.94	-	-	3,365,250.00	3,365,250.00	9.4



Debt Service Breakdown \$65 million – 15 years





Coverage Ratio \$65 million – 15 years

Clay County Coverage Ratio						
Year	2022 Sales Tax Revenue	Current Outstanding DS	\$10 million	\$55 million	Aggregate DS	Coverage
2024	31,595,033.94	8,403,250.00	-	-	8,403,250.00	3.8
2025	31,595,033.94	8,402,000.00	899,750.00	4,873,000.00	14,174,750.00	2.2
2026	31,595,033.94	8,401,000.00	900,750.00	4,870,750.00	14,172,500.00	2.2
2027	31,595,033.94	8,399,750.00	903,000.00	4,872,750.00	14,175,500.00	2.2
2028	31,595,033.94	8,402,750.00	899,000.00	4,873,500.00	14,175,250.00	2.2
2029	31,595,033.94	8,399,250.00	899,000.00	4,872,750.00	14,171,000.00	2.2
2030	31,595,033.94	8,399,000.00	902,750.00	4,870,250.00	14,172,000.00	2.2
2031	31,595,033.94	8,401,250.00	900,000.00	4,870,750.00	14,172,000.00	2.2
2032	31,595,033.94	8,400,250.00	901,000.00	4,868,750.00	14,170,000.00	2.2
2033	31,595,033.94	8,400,500.00	900,500.00	4,869,000.00	14,170,000.00	2.2
2034	31,595,033.94	8,401,250.00	898,500.00	4,871,000.00	14,170,750.00	2.2
2035	31,595,033.94	8,401,750.00	900,000.00	4,869,250.00	14,171,000.00	2.2
2036	31,595,033.94	8,401,250.00	899,750.00	4,868,500.00	14,169,500.00	2.2
2037	31,595,033.94	8,404,000.00	902,750.00	4,868,250.00	14,175,000.00	2.2
2038	31,595,033.94	8,404,000.00	898,750.00	4,873,000.00	14,175,750.00	2.2
2039	31,595,033.94	8,403,200.00	903,000.00	4,872,000.00	14,178,200.00	2.2



Financing Benefits

- CIP demands have grown, and pay-go is no longer sufficient
- Financing critical long term capital improvements allows the County flexibility to use cash to fund more projects
 - Each \$10 million of pay-go issued as debt allows for \$19 million of projects to move forward
- Current projects
 - Locking current pricing
 - Accelerate projects
 - Reduce additional inflation risk
- Capitalize on generated capacity in sales tax growth
- Estimated all-in true interest cost is approximately 3.25% - 4.00%, depending on term of the loan



Schedule & Timing Considerations

February							March							April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3						1	2		1	2	3	4	5	6
4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
11	12	13	14	15	16	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				
							31													

May							June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

- February → BOCC Direction to Proceed
- March → Prepare Documents and Ratings Presentation
- April → Rating(s) Meetings
- May → BOCC Approval & Price transaction
- June → Closing





Disclosures

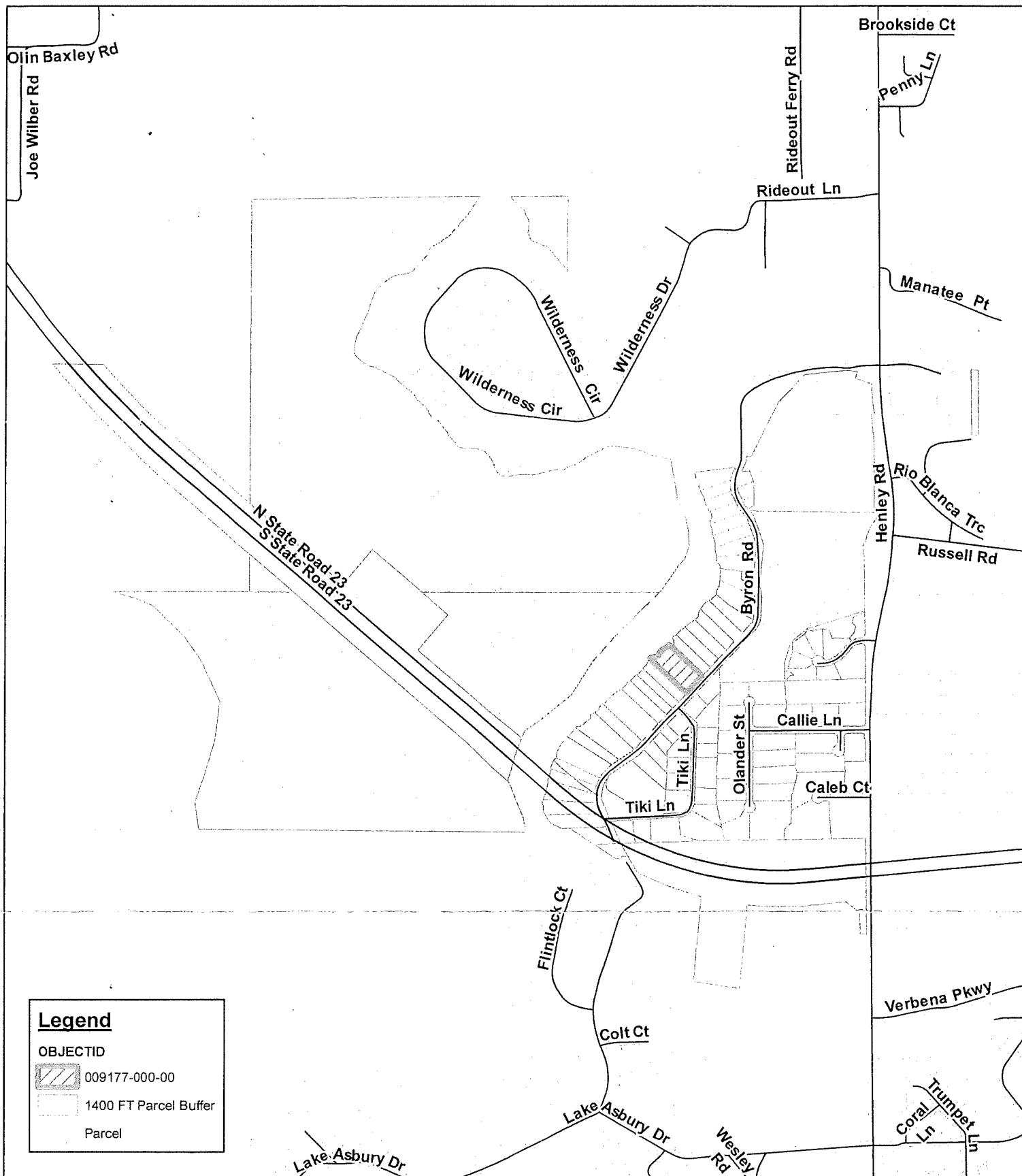
ABOUT PFM

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Financial advisory services are provided by PFM Financial Advisors LLC a registered municipal advisor with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Act of 2010. Additional applicable regulatory information is available upon request.

For more information regarding PFM's services or entities, please visit www.pfm.com.

Attachment
“C”
Public Hearing Information



Blackcreek International Heliport (71FD)

09-05-25-009177-000-00

1,400 FT Parcel Notifications Map

0 500 1,000 2,000 Feet



Attachment
“D”
COMP-23-0016
ZON-23-0028



BOARD OF COUNTY COMMISSIONERS

COMP 23-0016

ZON 23-0028

Public Hearing

February 27, 2024

APPLICATION INFORMATION

Applicants:	Carol Wilkinson Connie Denise Livingston Denise Wilkinson
Request:	Small-scale land use amendment from (AG) Agriculture to (AR) Agricultural/Residential Zoning map amendment from (AG) Agricultural to (AR) Agricultural/Residential
Planning Dist. Comm. Dist. 5	Green Cove Springs Commissioner Burke
PC Hearing	Feb 6, 2024

BACKGROUND

Single parcel 10 acre in size designated AG on FLUM and zoned AG

The parcel was created in 1996 by splitting a 20-acre parcel into two (2) ten (10) acre parcels.

The subject parcel is the resulting southern 10 acres from that split. The northern 10-acre parcel is developed with a single-family residence while the subject parcel is undeveloped.

The parcel is accessed via a recorded easement from C.R. 209S.

The parcel, at 10 acres in size, does not meet the density requirement for the Agriculture future land use and the Agricultural zoning district.

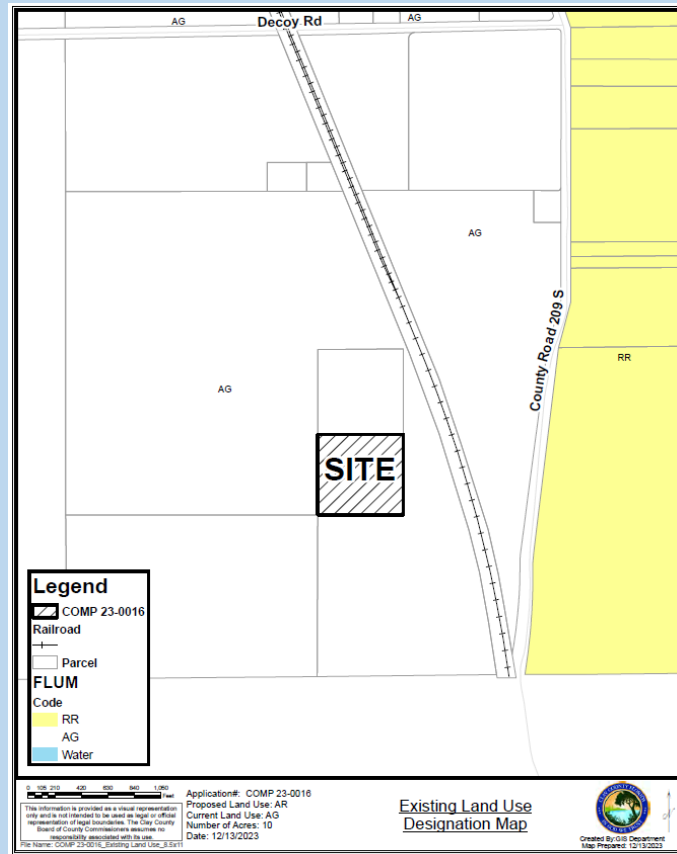
The parcel does not qualify as a Lot of Record as defined in the adopted County Comprehensive Plan.

Therefore, the parcel is unable to obtain a permit for residential development.

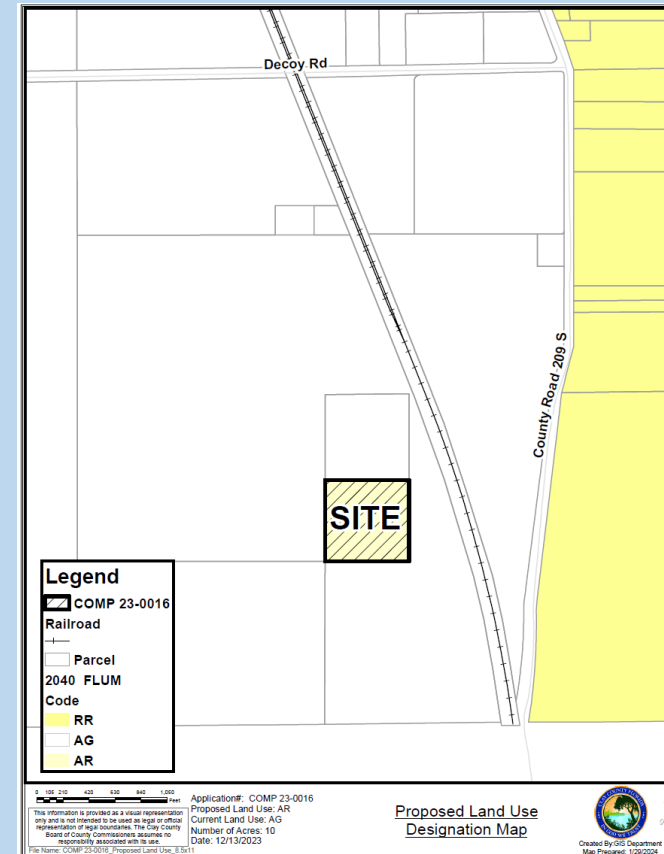
The parcel is surrounded by properties that are zoned Agricultural with Agriculture future land use.

LAND USE

Existing

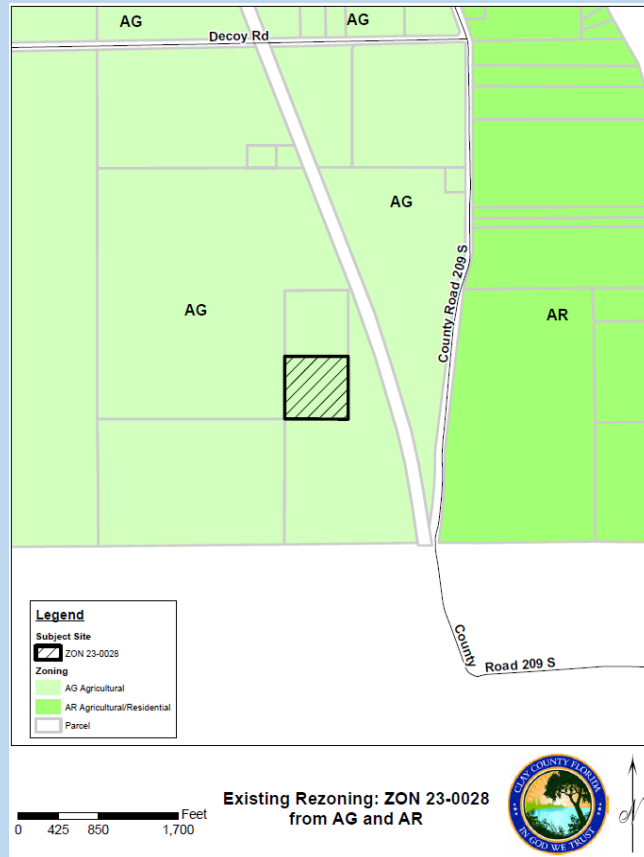


Proposed

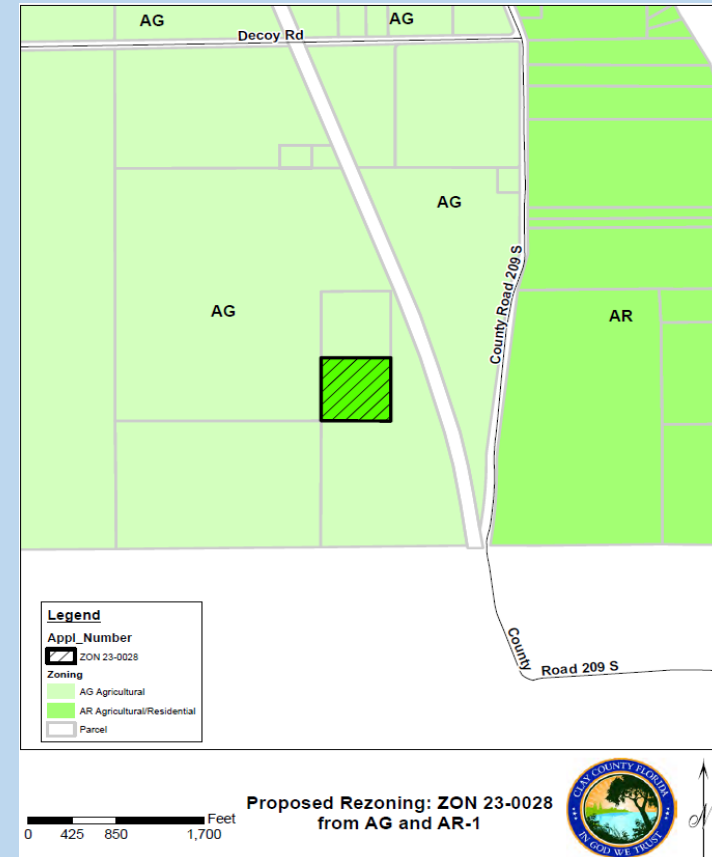


ZONING

Existing



Proposed



Analysis

Primary difference between the existing AG land use and the requested AR land use is the maximum allowable density.

The uses allowed in the requested AR zoning district are similar to the uses permitted in the existing AG zoning district.

Both AG and AR districts allow single-family residential dwelling including mobile homes and both allow for agricultural uses. The AR district only allows for non-commercial keeping and raising of farm animals.

There are two (2) Conditional Uses that are permitted in AR district which are not permitted in AG district; these are Plant Nurseries and Riding Academies.

Otherwise all the allowable Conditional Uses in AR are also permitted in the AG district.

Staff believes the permitted uses allowed in the Agricultural/Residential zoning district are compatible with the permitted uses in the surrounding Agricultural zoning district

FINDINGS and RECOMMENDATION

The applicant is requesting a change in land use from AG to AR and a change in zoning from AG to AR for 10 acres.

Staff has reviewed the application and determined that the request is compatible with the surrounding area. The requested AR zoning is allowed in the proposed AR future land use designation.

Planning Commission voted 6-0 to recommend approval COMP 23-0016

Planning Commission voted 6-0 to recommend approval of ZON 23-0028

Staff recommend approval of COMP 23-0016 to amend FLUM of 10 acres from AG to AR

Staff recommends approval of ZON 23-0028 to amend zoning map for 10 acres from AG to AR contingent on approval of the companion land use change COMP 23-0016.

QUESTIONS

Attachment
“E”
PCD-23-0016



BOARD OF COUNTY COMMISSIONERS

PCD 23-0016

Public Hearing

February 27, 2024

APPLICATION INFORMATION

Applicants: BFC Property Holdings, Inc.

Agent: Rogers Towers, P.A.

Request: Zoning map amendment of 1.36 acres from PCD (Planned Commercial Development and BA (Neighborhood Business) to (PCD) Planned Commercial Development

Planning Dist. Doctors Lake /Ridgewood

Comm. Dist. 1 Commissioner Cella

PC Hearing February 6, 2024

BACKGROUND

The parcel is located in the southwest quadrant of the intersection of C.R. 220 and Plantation Drive.

Land use Commercial

The subject property is bordered to the south by a parcel with PS-1 zoning and to the west by a parcel zoned BA.

The northern 1 acre of the parcel was rezoned to PCD in 2017 (Ord. 2017-13)

The original PCD permitted uses allowed in the BA zoning district as well as a carwash.

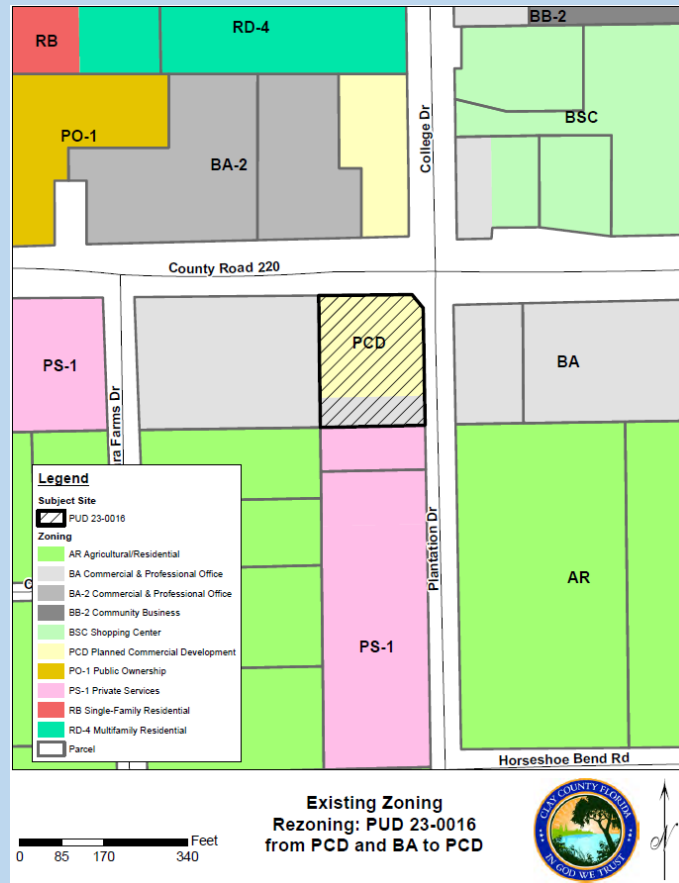
The proposed rezoning will expand the existing PCD boundary to include 0.36(+/-) acres that are presently zoned BA and adopt a new Site Plan.

AERIAL

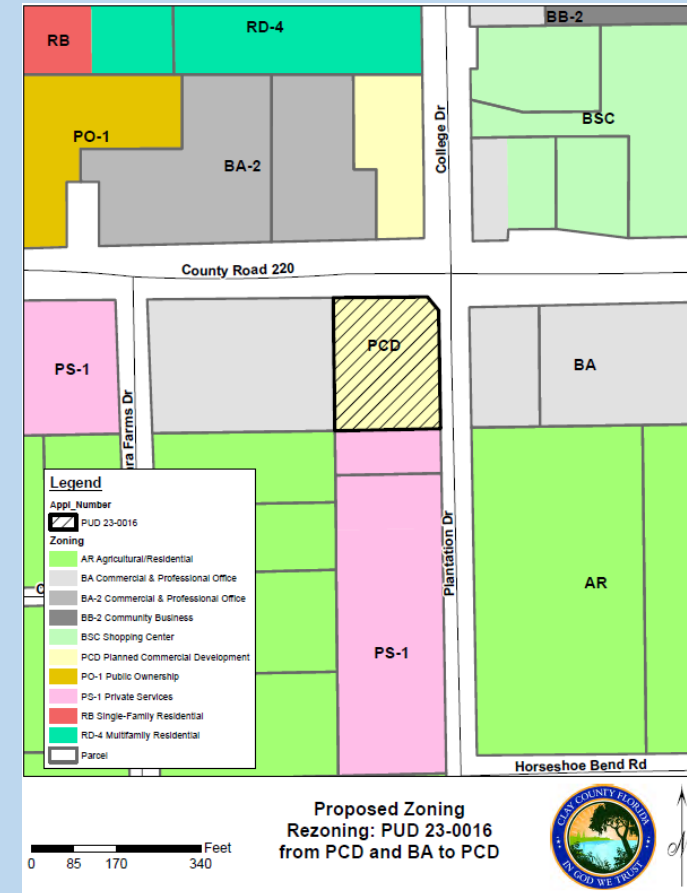


ZONING

Existing



Proposed



PCD Summary

Development is limited to self-serve tunnel car wash and up to nineteen (19) self-serve vacuuming stations, plus one (1) ADA vacuum station.

The vacuum stations will be served by only 2 motorized vacuums according to the Written Statement.

The single building will total approximately 5,200 sf with a maximum height of 35 ft.

Hours of operation will be limited from 8:00 a.m. to 8:00 p.m.

Perimeter Buffers

North: approx. fifteen (15) feet.

South: approx. ten (10) feet.

East: approx. fifteen (15) feet.

West: approx. ten (10) feet.

FINDINGS and RECOMMENDATION

The applicant is requesting a zoning change for 1.36 acres from PCD and BA to PCD

The proposed PCD zoning is consistent with the existing Commercial future land use designation of the parcel.

Staff has reviewed the application and determined that the request is compatible with the surrounding area.

Planning Commission voted to approve the requested rezoning with the following change to the Written Statement:

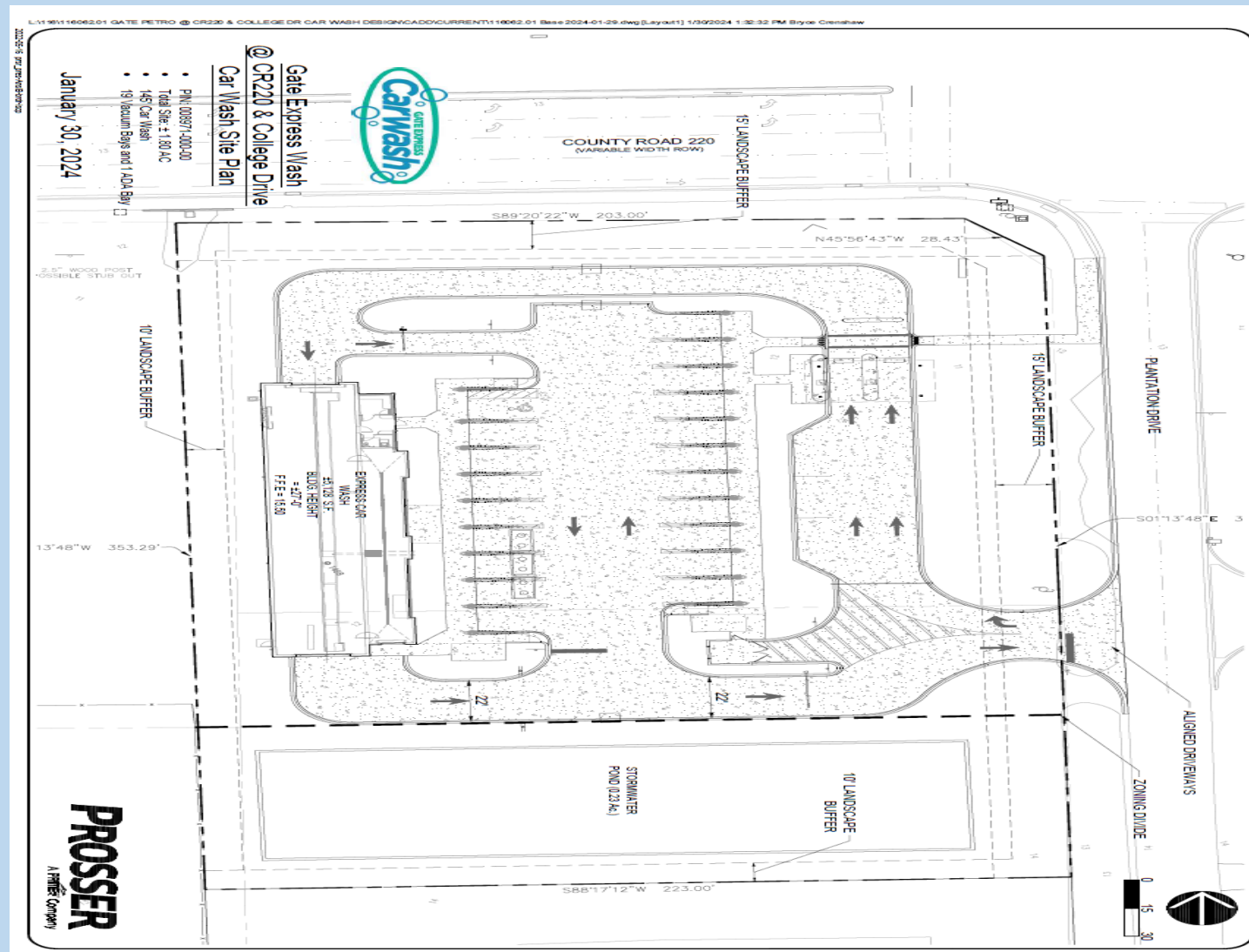
Permitted Uses:

A self-service tunnel car wash with self-service vacuum stations (the “Car Wash”). ~~In addition to the Car Wash, the following uses shall be permitted subject to approval of an updated site plan by the Zoning Chief, as such alternate uses shall be considered minor changes to the final site plan pursuant to Section 3-31(g) of the Clay County Land Development Code (the “Code”): i) Sale of gasoline including car wash, but without garage or repair facilities; ii) retail sales, including general merchandise, fashion, durable goods and personal services, including those permitted in BA, not subject to maximum gross leasable area; and (iv) those uses permitted by right or by conditional use in the BA zoning district.~~

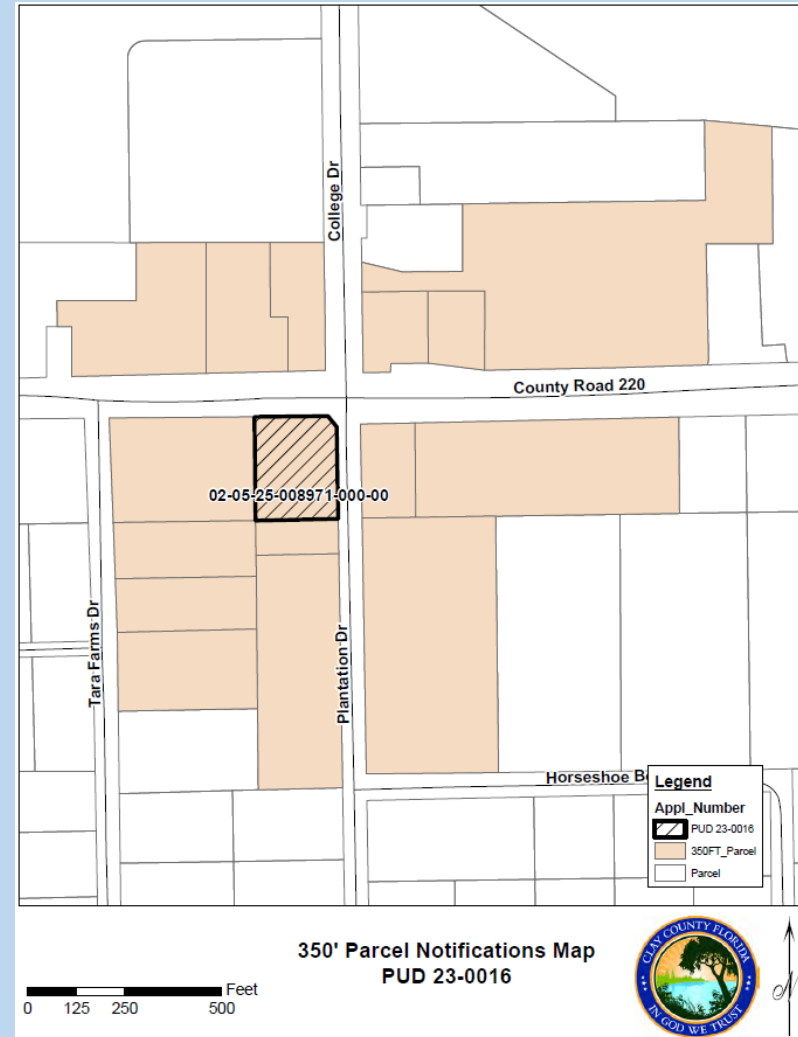
Staff recommends approval of PCD 023-0016 to amend zoning map for 1.36 acres to PCD with the change to the Written Statement voted on by the Planning Commission.

QUESTIONS

SITE PLAN



350' Notice Area





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Workshop Meeting Minutes - The Agricola Property, February 27, 2024.	Backup Material	3/6/2024	Board_of_County_Commissioners_Workshop_and_Attachments_for_The_Agricola_Property_February_27__2024ada.p

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	3/5/2024 - 12:48 PM	Item Pushed to Agenda



**BOARD OF COUNTY
COMMISSIONERS WORKSHOP
MEETING MINUTES**

The Agricola Property

February 27, 2024, 10:00 AM
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043

CALL TO ORDER

Chairman James Renninger called the meeting to order at 10:01 am.

ROLL CALL

Present: Commissioner District 3 James Renninger, Chairman
Commissioner District 1 Mike Cella, Vice-Chairman
Commissioner District 2 Alexandra Compere
Commissioner District 4 Betsy Condon
Commissioner District 5 Dr. Kristen T. Burke
Commissioner Mary Bridgman, Chairman
Commissioner Pete Davis, Vice-Chairman
Commissioner Michael Bourré
Commissioner Joe Anzalone @ 10:07 am
Commissioner Bill Garrison
Commissioner Ralph Puckhaber
Commissioner Howard "Bo" Norton

Absent: Clay County School Board Representative Lance Addison
Camp Blanding Representative Sam Tozer

Staff Present: County Manager Howard Wanamaker
County Attorney Courtney K. Grimm
Commission Auditor Heather Boucher

PUBLIC COMMENTS

Chairman James Renninger opened the floor for public comment at 10:02 am.

Hearing no comments, Chairman James Renninger closed public comment at 10:02 am.

NEW BUSINESS

1. Applicant Presentation

- Comprehensive Plan Amendment
- Planned Unit Development (PUD) Rezoning

Applicant Presentation can be seen at [www.claycountygov.com/Government/clay-county-tv-and-video-archive/BCC Workshop/February 27, 2024](http://www.claycountygov.com/Government/clay-county-tv-and-video-archive/BCCWorkshop/February27,2024), beginning at 1:23 and ending at 2:10:42. Below is a summary of the discussion.

The Agricola Property Team, comprised of Christophe Agricola, Landowner; Brian Wright, Planner - Team Leader; Claire Williamson - Project Manager; Jon Stover, Commercial Market Analysis; T.R. Hainline - Attorney, Hugh Matthews - England-Thims & Miller, presented a PowerPoint presentation regarding the project for the Agricola Property - 3,145 acres located west of US 17 in southeastern Clay County. See Attachment A.

There were comments, questions, and discussions by each PC Commissioner and BCC Commissioner regarding the development agreement, conversion table, access points, parks, number of homes, commercial vs residential, FWC report, landscaping, water issue, parking, wildlife and black bear issue, recreational area, market analysis, construction standards, affordability, accountability, green space, timeline for start and completion, other developments like the proposal and its success, creating a walkable community, mixed-uses, development in Clay County, meeting with surrounding property owners, public input, buffer, water and flooding, commitment for schools and fire stations, starting point, agricultural aspect, requirements, PUD, annual reports, addressing the comments from the state, capital improvement element, road access in the development, on-street parking, arrangements with Haller Airpark, size of travel lanes, commitment by developers, Letter of Intent (LOI), design concept, and public transportation access.

Following all discussions, there was clarification regarding the process and timeline. See Attachment A – State Review Process.

2. Agency Review Comments on Transmitted Amendment

All questions and discussions were had during the applicant's presentation.

COMMISSIONERS' COMMENTS

All commissioner comments were made during the applicant's presentation.

Hearing no further business, Chairman James Renninger adjourned the meeting at 12:11 pm.

Attest:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk of the Board

Chairman or Vice-Chairman

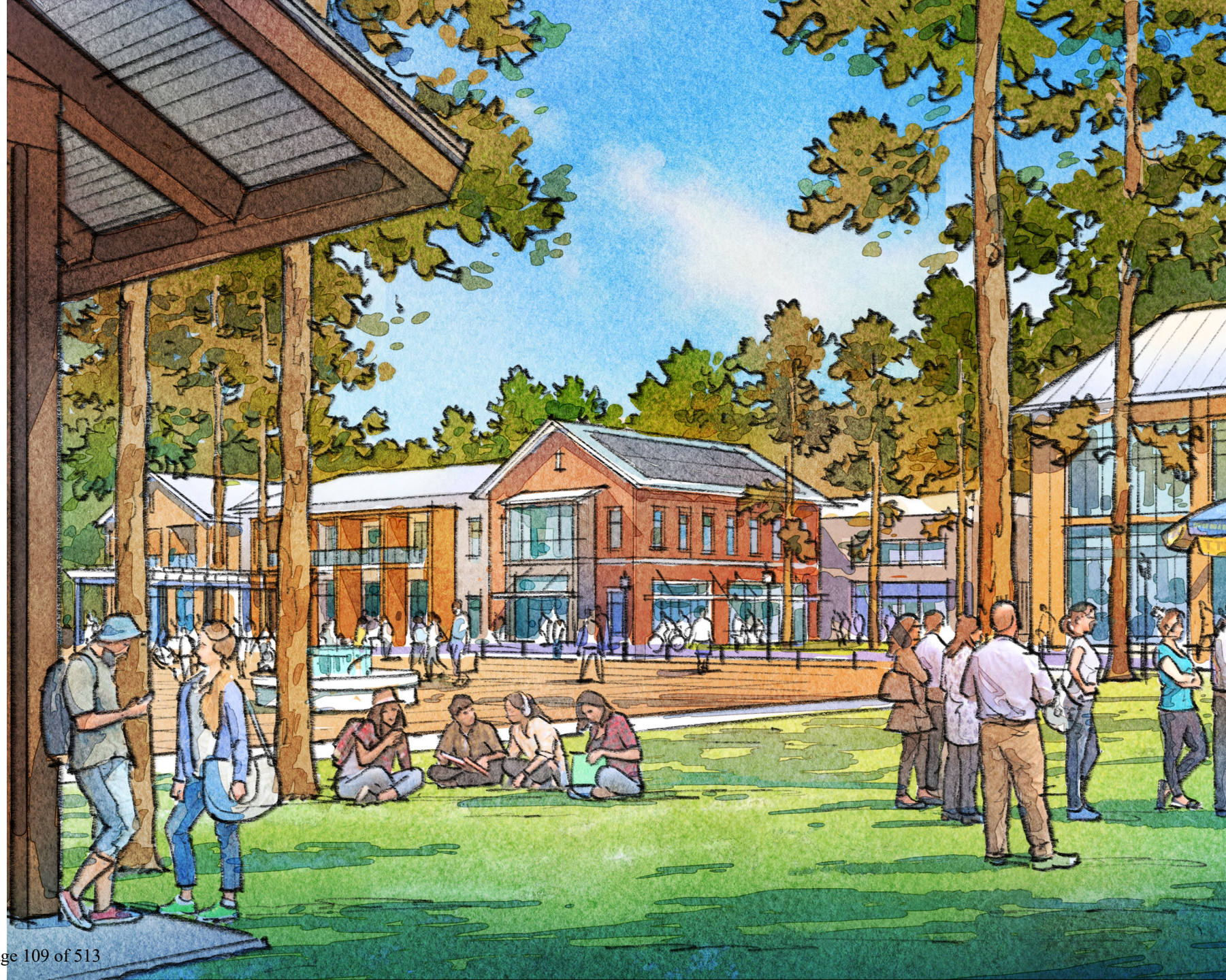
Attachment
“A”
The Agricola Property
Presentation



THE
AGRICOLA
PROPERTY

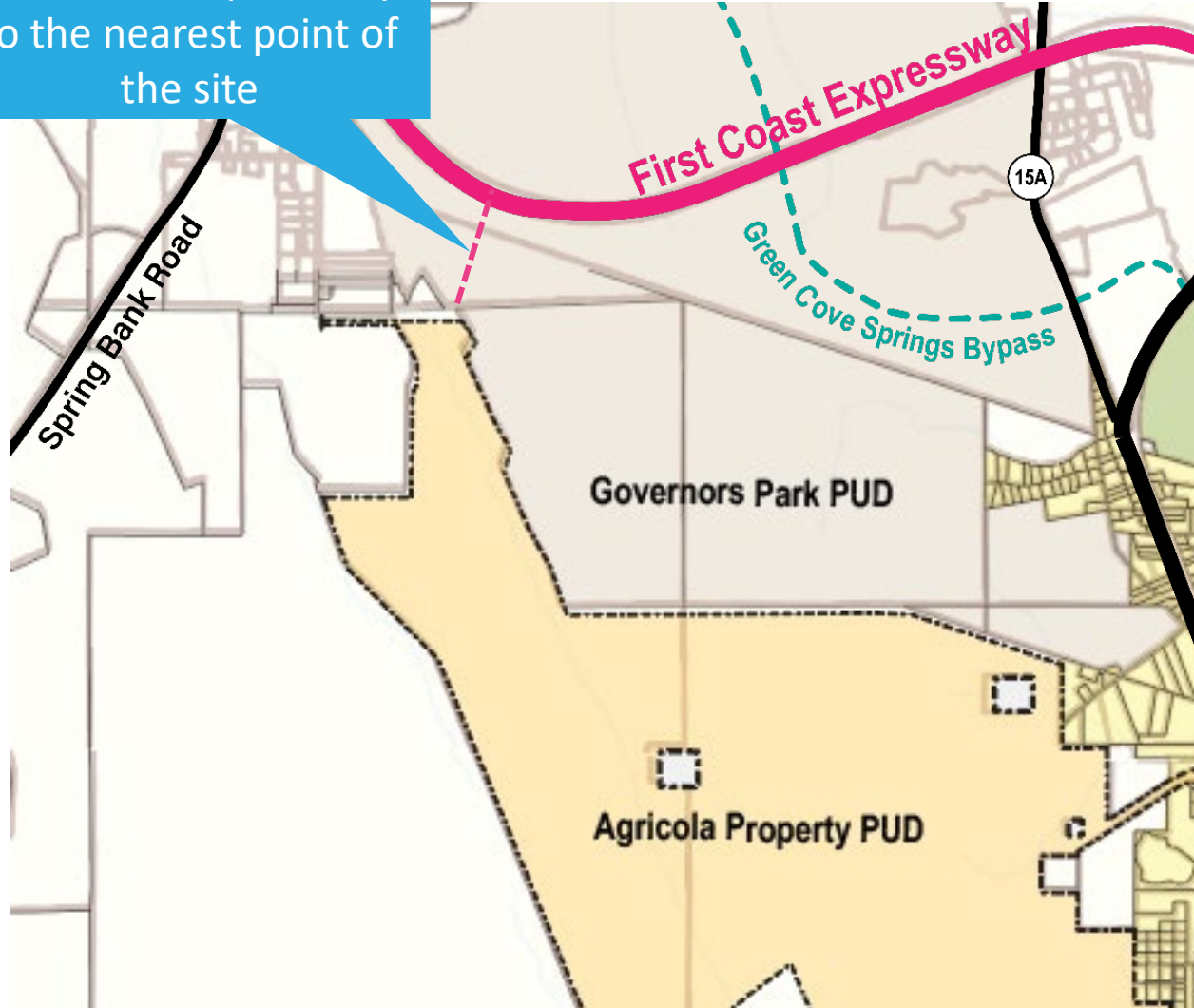
FEBRUARY 27TH 2024

Planning
Commission
& BOCC
Joint Workshop





0.45 Miles from the
First Coast Expressway
to the nearest point of
the site



CONCENTRATING GROWTH ON INVESTMENT

- Within a mile of infrastructure investments:
 - First Coast Expressway
 - Green Cove Springs Bypass
 - US 17 arterial (one of only five arterials in Clay County)
 - US 17 multi-use trail

CONCENTRATING GROWTH NEAR DOWNTOWN CORE

- Within a 10-minute drive to downtown Green Cove Springs

CONCENTRATING GROWTH ON PARKS & NATURAL ASSETS

- Within a 5-minute drive to Bayard Conservation Area & St. Johns River

GUIDING PRINCIPLES



1. CREATE A COMPLETE COMMUNITY

- Provide homes, parks, healthcare, workplaces, retail, agriculture, restaurants, schools, churches, and fire station onsite.
- Incorporate a wide variety of housing types for all ages and incomes





2. PROMOTE STEWARDSHIP OF ENVIRONMENT

- Feature & enhance the property's natural assets
- Create interconnected network of green spaces, parks and trails for recreation and wildlife habitat

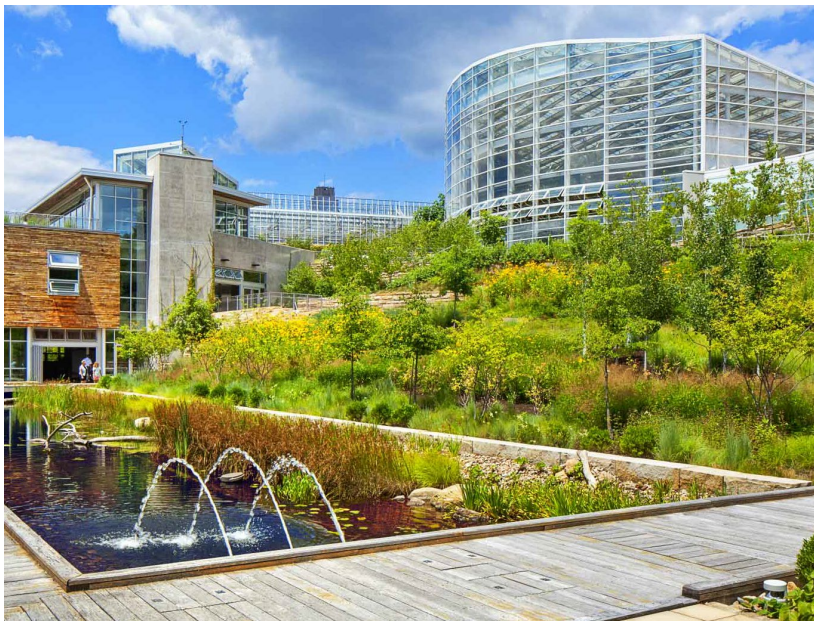




3. PROVIDE OPPORTUNITIES FOR HEALTHY LIVING

- Connections to nature & recreation
- Pedestrian & bike friendly neighborhoods
- Access to fresh, healthy food through community agriculture





4. FOSTER ECONOMIC GROWTH

- Attract innovative businesses at multiple scales
- Attract and retain workforce
- Expand the County's economic base





LOW IMPACT SUSTAINABLE DEVELOPMENT



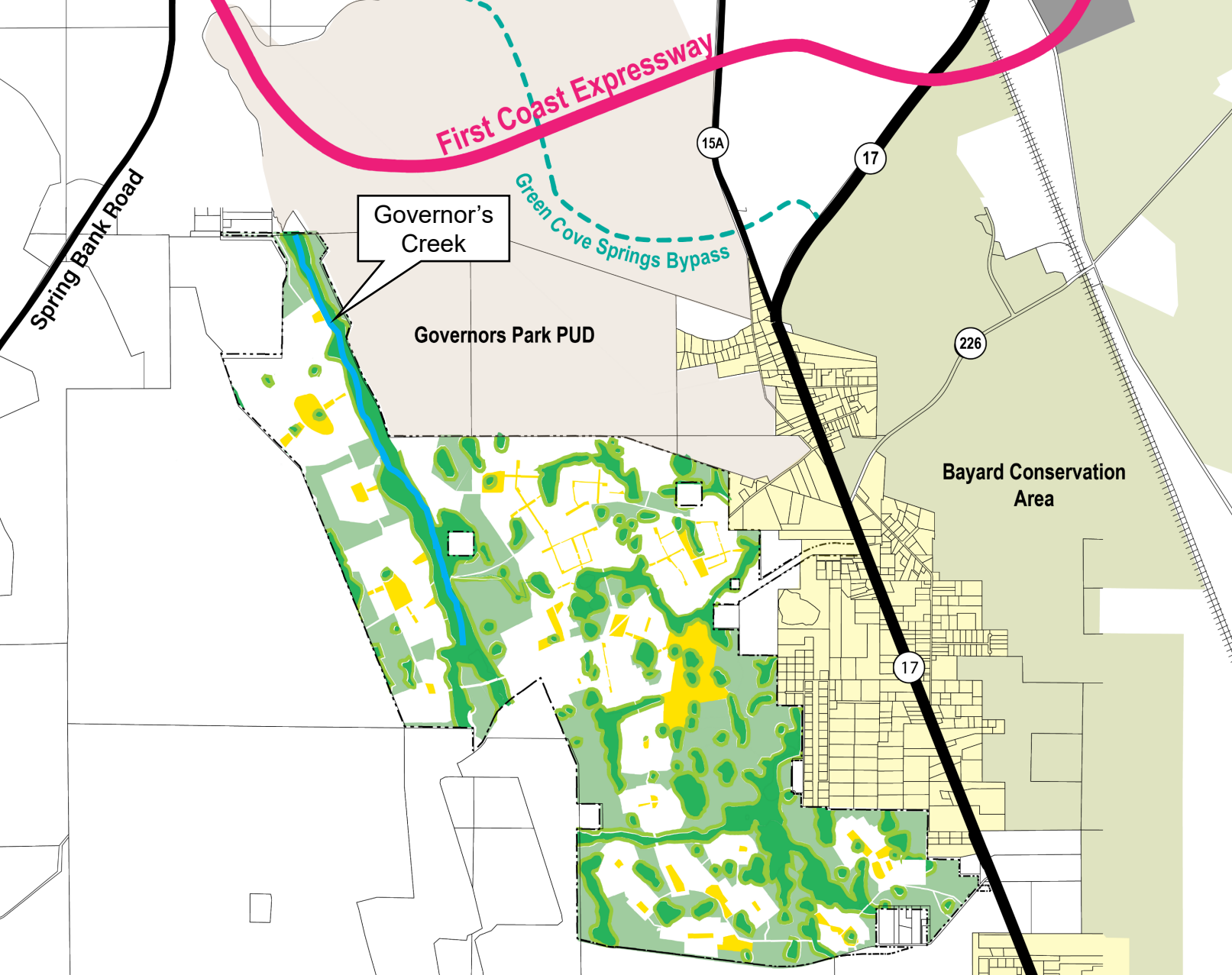
AGRICULTURE AT ALL SCALES



SUSTAINABILITY GOALS

Page 116 of 513





EXISTING WETLANDS

522
Acres **17%**
of site

PROPOSED WETLAND BUFFER

472
Acres **15%**
of site

NATURAL GREEN SPACE

500-760
Acres **16-24%**
of site

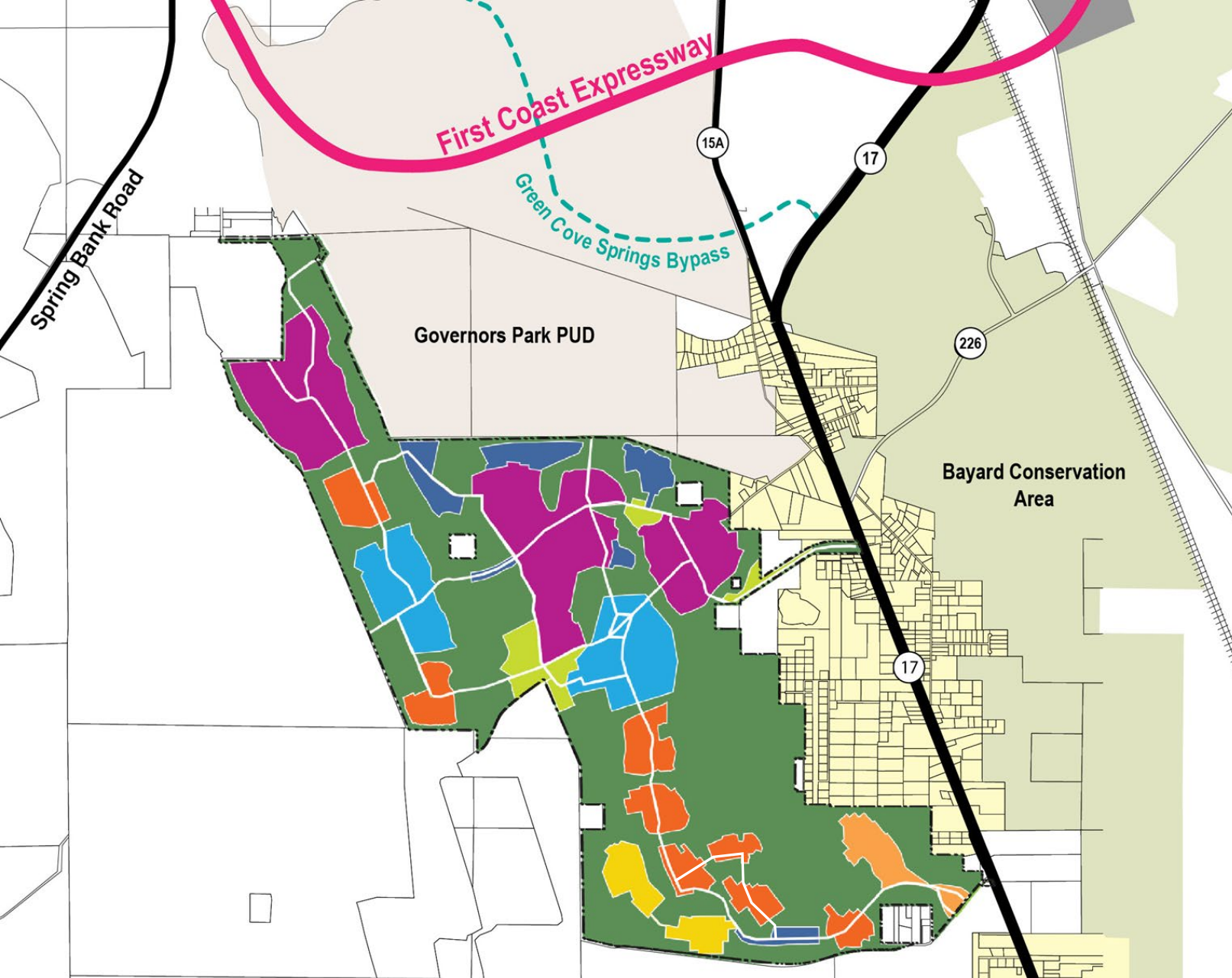
FORMAL GREEN SPACE

60-140
Acres **2-4%**
of site

TOTAL OPEN SPACE

1,573-1,889
Acres **50-60%**
of site

OPEN SPACE NETWORK



EXISTING WETLANDS

522
Acres **17%**
of site

PROPOSED WETLAND BUFFER

472
Acres **15%**
of site

NATURAL GREEN SPACE

500-760
Acres **16-24%**
of site

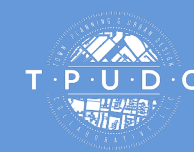
FORMAL GREEN SPACE

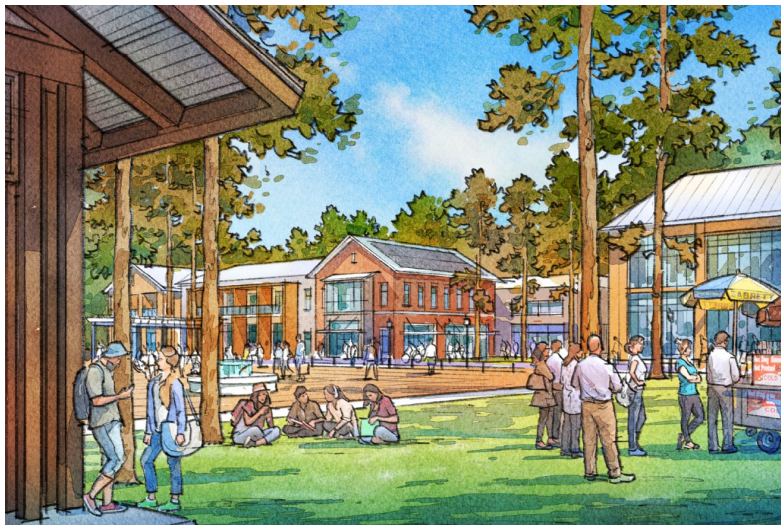
60-140
Acres **2-4%**
of site

TOTAL OPEN SPACE

1,573-1,889
Acres **50-60%**
of site

OPEN SPACE NETWORK

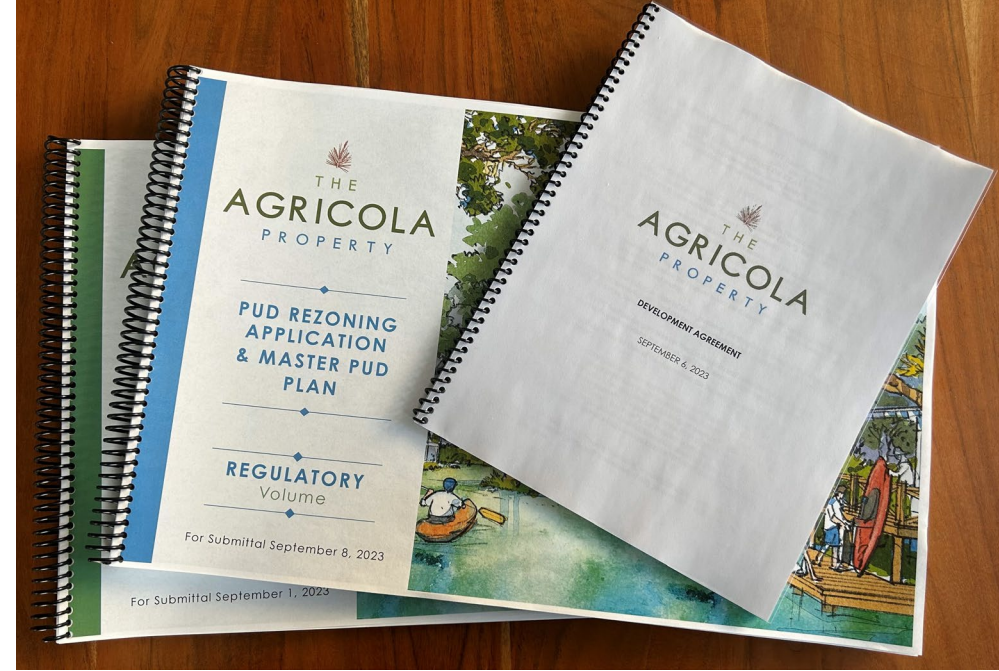




OPEN SPACE NETWORK

HOW THIS APPLICATION IS DIFFERENT?

- Character-based, also called “form-based” for an intended high-quality development pattern
- Enforceable architectural standards, thoroughfare types, civic space types and lot requirements
- Wide variety of housing types
- Detailed diagrams and graphics to apply standards
- Prevents urban sprawl and requires connected, walkable settlements
- A PUD amendment voted on by the Commission is the only way to change standards.



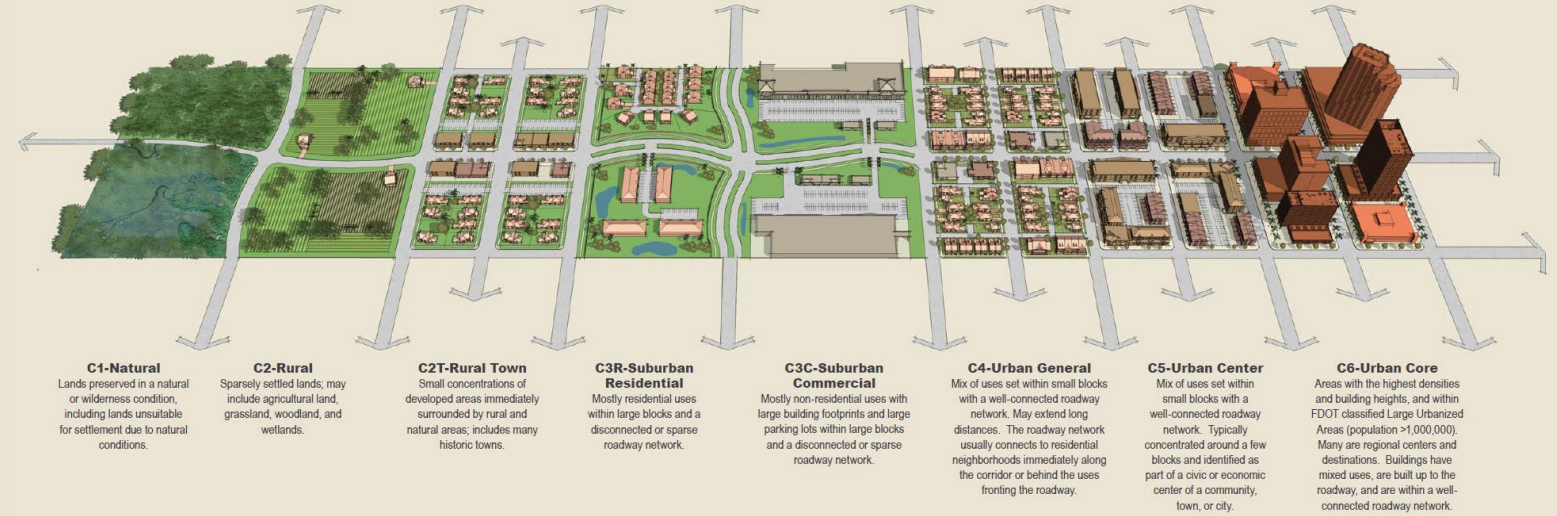
ENGINEERING DESIGN

CONTEXT CLASSIFICATION GUIDE



February 2022

FDOT CONTEXT CLASSIFICATIONS



CONTEXT CLASSIFICATION AND TRANSPORTATION CHARACTERISTICS



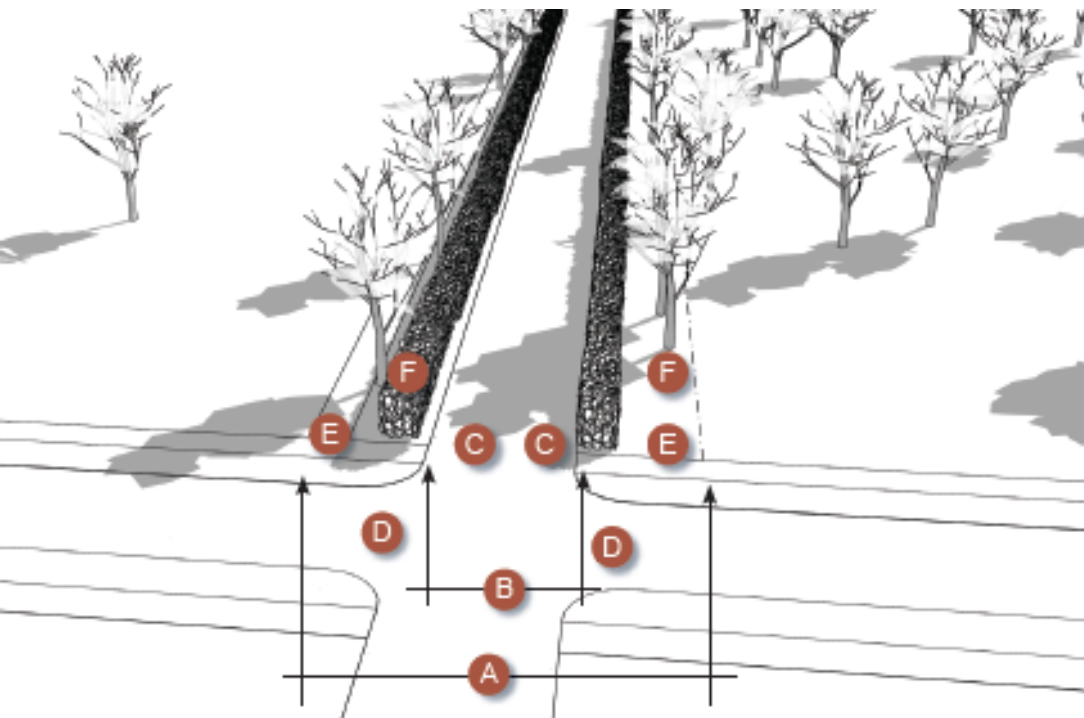
The context classification of a roadway, together with its transportation characteristics, will provide information about who the users are along the roadway, the regional and local travel demand of the roadway, and the challenges and opportunities of each roadway user.

WHAT IS THE FDOT PROCESS FOR IMPLEMENTING CONTEXT CLASSIFICATION?

Complete Streets are not a specific type of project, but rather an approach to ensuring that projects are based on their contexts. This means that a Complete Streets approach will be implemented consistently for all non-limited access projects — from capital projects qualifying for Efficient Transportation Decision Making process (ETDM) screening to Resurfacing, Restoration and Rehabilitation (RRR), traffic operations, and safety projects.

FDOT will develop a database of context classification for all state roadways. Initially, districts will evaluate and map context classification as projects occur, while working to complete a statewide database of context classification. The context classification evaluations completed for the statewide database will utilize available data and information on existing built conditions. As FDOT projects are conducted, these initial evaluations will be updated or confirmed based on current data, as well as future conditions.





Thoroughfare Type		
Thoroughfare Type	Road	
Right-of-Way Width	48 feet	A
Vehicular Pavement Width	18 feet	B
Movement		
Movement	Slow	
Design Speed	25 MPH	
Assemblies		
Traffic Lanes	2 Lanes	C
Traffic Lane Width	9 feet	
Parking Lanes	None	
Parking Lane Width	NA	
Curb Radius	10-15 feet	D

Right-of-Way		
	May be equipped with Shared-Use Path, Multi-Use Trail, 5' Gravel Path or None	
Walkway Type		E
	Shared Use Path, Multi-Use Trail (see Bikeway Types Detail) or None	
Bikeway Type		E
Planter Type	Continuous Open Swale	F
Curb Type	Rural Edge Treatment - Open Swale or Ribbon Curb	
Landscape Type	Trees at 35 ft. o.c, Clustered, or Hedge	
Vehicular Pavement Material	Asphalt	



REAR LANE

THOROUGHFARE TYPES: REAR LANE



REAR LANE



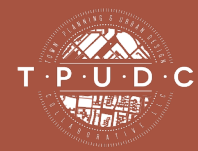
Thoroughfare Type	
Thoroughfare Type	Rear Lane
Right-of-Way Width	18 feet A
Vehicular Pavement Width	12 feet B
Movement	
Movement	Yield
Design Speed	20 MPH
Assemblies	
Traffic Lanes	1 Lane
Traffic Lane Width	12 feet
Parking Lanes	None
Parking Lane Width	NA
Curb Radius	5-10 feet C
Right-of-Way	
Walkway Type	NA
Planter Type	NA
Curb Type	None
Landscape Type	NA
Vehicular Surface Material	Asphalt, Concrete, or pervious material (Crushed shell, Gravel, etc)

NEIGHBORHOOD STREET

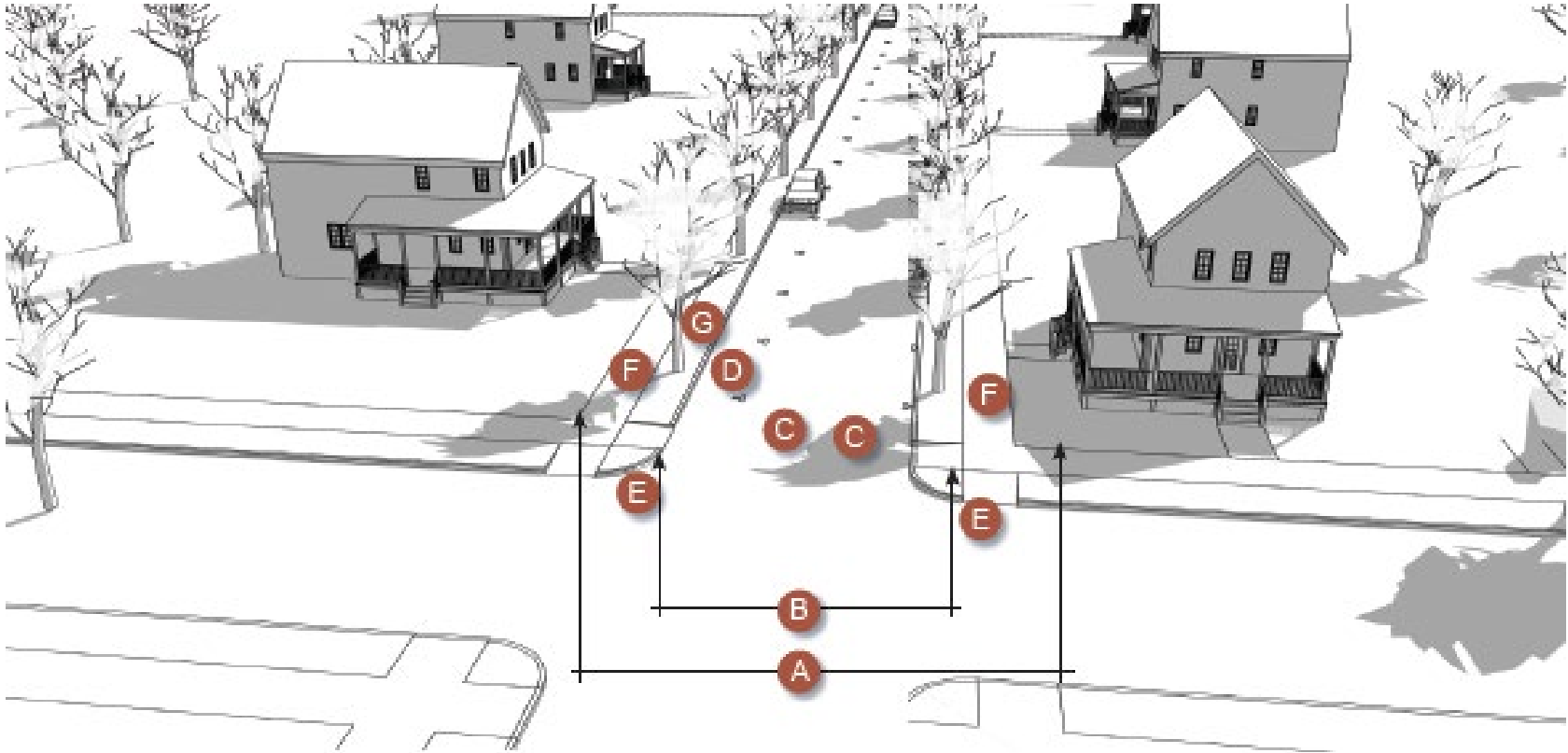


THOROUGHFARE TYPES

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NEIGHBORHOOD STREET



Thoroughfare Type

Thoroughfare Type Street

Right-of-Way Width 42-56 feet* A

Vehicular Pavement Width 25-32 feet* B

Movement

Movement Slow

Design Speed 20 MPH

Assemblies

Traffic Lanes 2 Lanes C

Traffic Lane Width 9 feet

Parking Lanes One or both sides D

Parking Lane Width 7 feet marked

Curb Radius 10 - 15 feet E

Right-of-Way

Walkway Type 5 ft. Sidewalk F

Bikeway Type Shared Use Lane or None

Planter Type Continuous Planter or Open Swale G

Planter Width 7 ft.

Curb Type Raised Curb or Open Swale

Landscape Type Trees at 30 ft. o.c.

Vehicular Pavement Material Asphalt

THOROUGHFARE TYPES



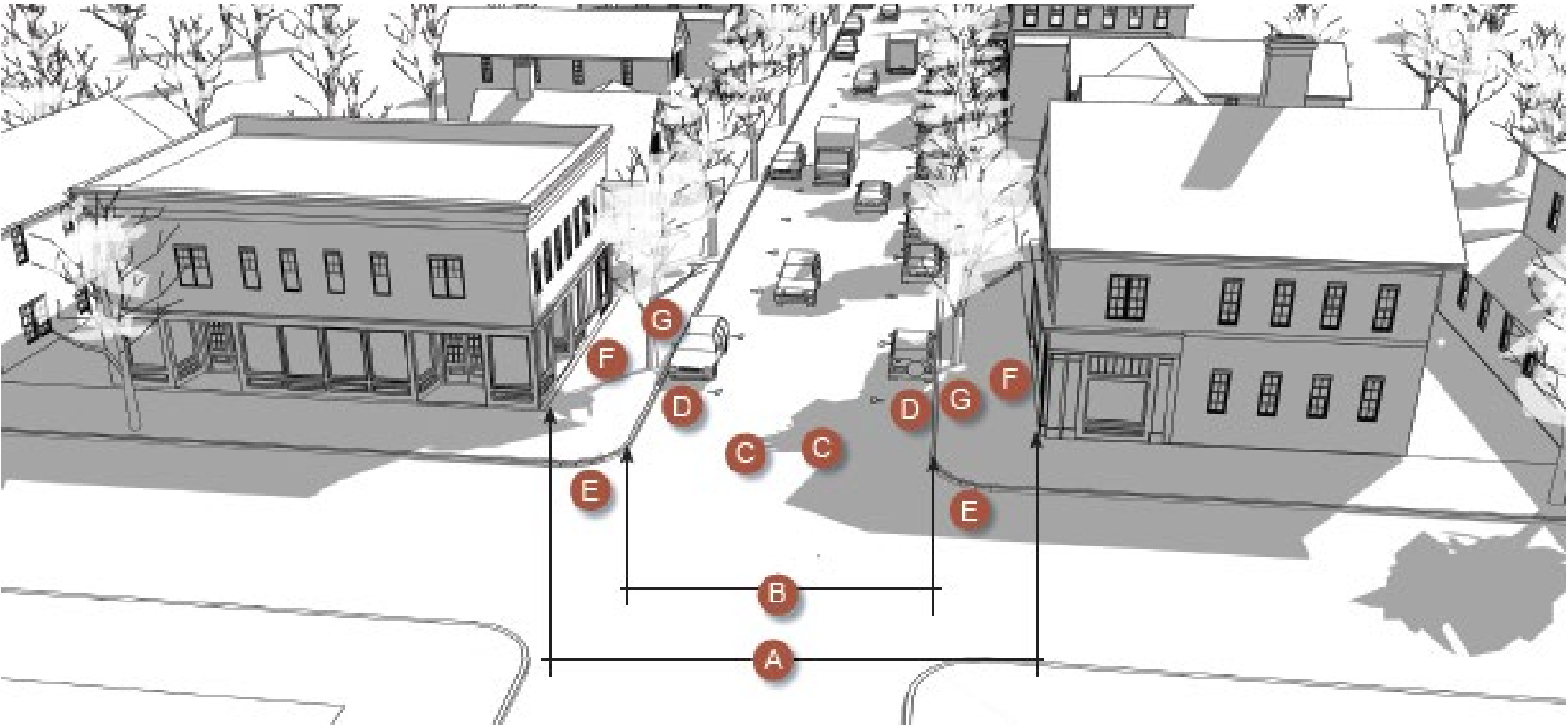
MIXED-USE STREET



THOROUGHFARE TYPES



MIXED-USE STREET



Thoroughfare Type		
Thoroughfare Type	Street	
Right-of-Way Width	62 feet	A
Vehicular Pavement Width	36 feet	B
Movement		
Movement	Slow	
Design Speed	25 MPH	
Assemblies		
Traffic Lanes	2 Lanes	C
Traffic Lane Width	10 feet	
Parking Lanes	Both sides	D
Parking Lane Width	8 ft. marked	
Curb Radius	5 – 10 feet	E
Right-of-Way		
Walkway Type	8 ft. Sidewalk	F
Bikeway Type	Shared Use Lane, Bike Lane, Protected Bike Lane, Shared Use Lane, Multi-Use Path or None	
Planter Type	Tree Well or Continuous Planter	G
Planter Width	5 ft.	
Curb Type	Raised Curb	
Landscape Type	30 ft. o.c. Avg.	
Vehicular Pavement Material	Asphalt or Paving Blocks	



U.S. Department
of Transportation

United States 2018

	Fatalities	Injuries
Fire	3,655	22,975
Traffic	36,560	2,710,000



Skinny Streets and Fire Trucks

REID EWING, TED STEVENS,
AND STEVEN J. BROWN

The main obstacle to skinny streets in the United States is no longer the city traffic engineer, but rather the local fire chief, who enforces the fire code with singular purpose.

SKINNY STREETS CALM TRAFFIC, maintain a comfortable human scale for pedestrians, cut the cost of development, make more land available for public and private spaces, and minimize the negative environmental impacts of all that asphalt, such as runoff and reflective heat. The narrow streets of older neighborhoods, villages, and towns are a large part of their charm. Some of the most acclaimed new communities feature narrow streets. Even the popular media have picked up on their value. One of *Newsweek* magazine's "15 ways to fix the suburbs" was to reduce the width of neighborhood streets.

The field of traffic engineering is slowly embracing narrow streets. This is evident from articles in professional magazines, downsized street standards in many communities, and recommended street designs from an unlikely pair, the Washington, D.C.-based Institute of Transportation Engineers and the Chicago-based Congress for the New Urbanism. Back in 2001, the Urban Land Institute, the National Association of Home Builders, the American Society of Civil Engineers, and the Institute of Transportation Engineers published *Residential Streets: Third Edition*, authored by Walter M. Kulash, that examined street widths to enhance livability.

Nowadays, the main obstacle to skinny streets is no longer the city traffic engineer, but rather the local fire chief, who enforces the fire code with singular purpose. The National Uniform Fire Code and International Fire Code call for 20 feet (6 m) of clear width (beyond

parking lanes) with very limited exceptions. State and local fire codes tend to follow suit (though they needn't, as the national and international codes are advisory).

When citizens and developers began demanding narrower streets, the fire department of Peoria, Illinois, objected on the grounds that, someday, fire trucks might approach a fire from different directions, while parked cars lined both sides of the street, blocking access. In the interest of "safety first," the city commission voted five to zero to maintain the existing subdivision street standard of 34 feet (10.3 m). The fire department of Dover, Delaware, baldly asserted that no parking should be allowed on streets narrower than 28 feet (8.5 m) because it "presents a severe danger to the public. Firefighting operations would be greatly affected in these areas." Dover's standard subdivision street is 36 feet (11 m).

Proponents of skinny streets suggest that more fire substations be built to cut response times, that big fire trucks be replaced with small ones, and that firefighters be trained to haul hoses some distance as they do in big cities. But such ideas are unlikely to carry the day in a political environment of scarce resources and deference to public safety.

So began a search for creative compromises on street widths between developers and fire departments.

Baldwin Park, Orlando, Florida. Baldwin Park is a 1,100-acre (445-ha) new community on the site of the former Naval Training Center in Orlando, Florida. City officials rejected a sparse network of high-capacity roads in favor of a fine network of two-lane streets, woven into the surrounding community. A master developer was chosen who shared this community vision.

But all that connectivity introduced the threat of cut-through traffic, and the need for traffic calming. "Street connectivity and traffic calming are siblings," says Danny Pleasant, Orlando's transportation planning bureau chief at the time. "You need both." The solution at Baldwin Park is a network of very narrow streets, 20 to 22 feet (6 to 6.7 m)—so narrow, in fact, that two-way traffic has to yield even when it passes a single parked car. A complete street grid with alleyways allows fire trucks to attack a fire from all directions. All buildings in the community, including single-

Baldwin Park, a 1,100-acre (445-ha) new community in Orlando, Florida, has a network of narrow—20- to 22-foot-wide (6- to 6.7-m-wide)—streets; so narrow, in fact, that two-way traffic has to yield even when it passes a single parked car.



AUGUST 2007 URBAN LAND 121

AARTAN MARSHALL TRANSPORTATION NOV 15, 2017 9:08 AM

The Littler Fire Engine That Could Make Cities Safer

San Francisco's Vision Zero truck can maneuver in tighter, slower pedestrian-friendly streets.



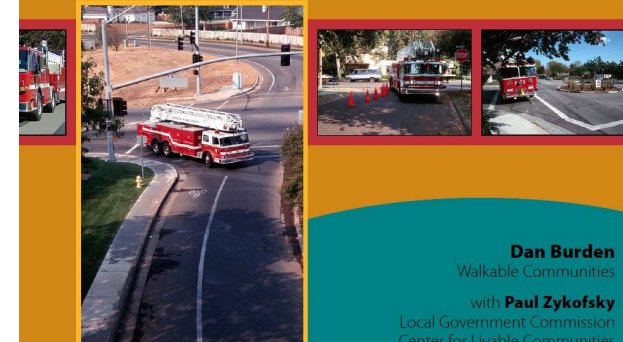
IN THEORY, creating a safer street should be easy: Make life harder for cars and easier for people. That means lowering the speed limit, building speed bumps, traffic circles, and bulb-outs, which narrow roads and force drivers to be more cautious, and creating special, separated spaces in the street for drivers, cyclists, and walkers.

Firefighters, though—they just want to get where they're going, fast. And in cities like Baltimore or New York, fire departments have pushed back against design tweaks that better protect bicyclists and walkers, arguing that the changes make it harder to maneuver their fire engines, and thus, protect residents. In Baltimore, the conflict even led to litigation.

Emergency Response



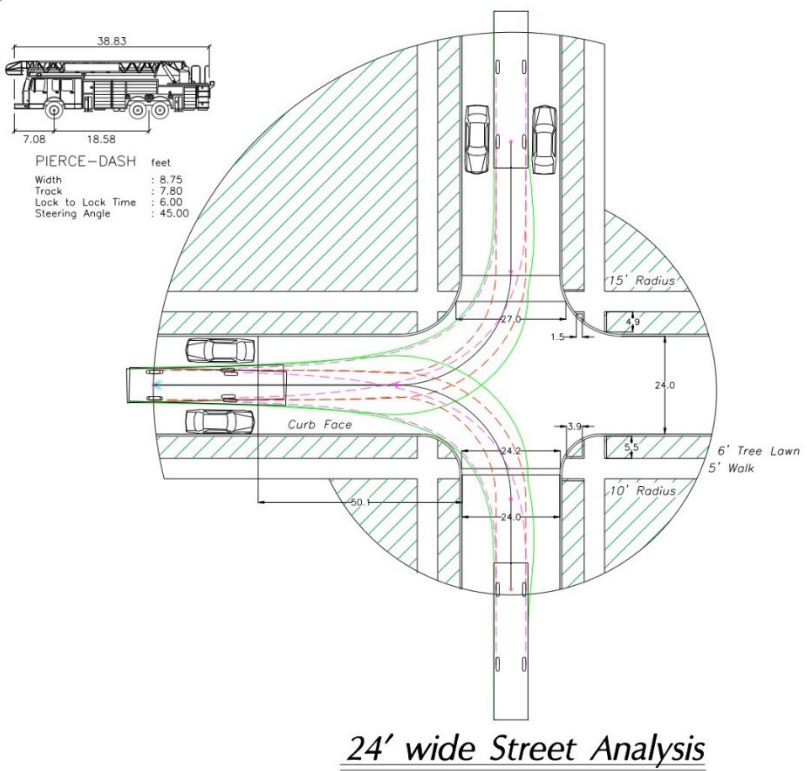
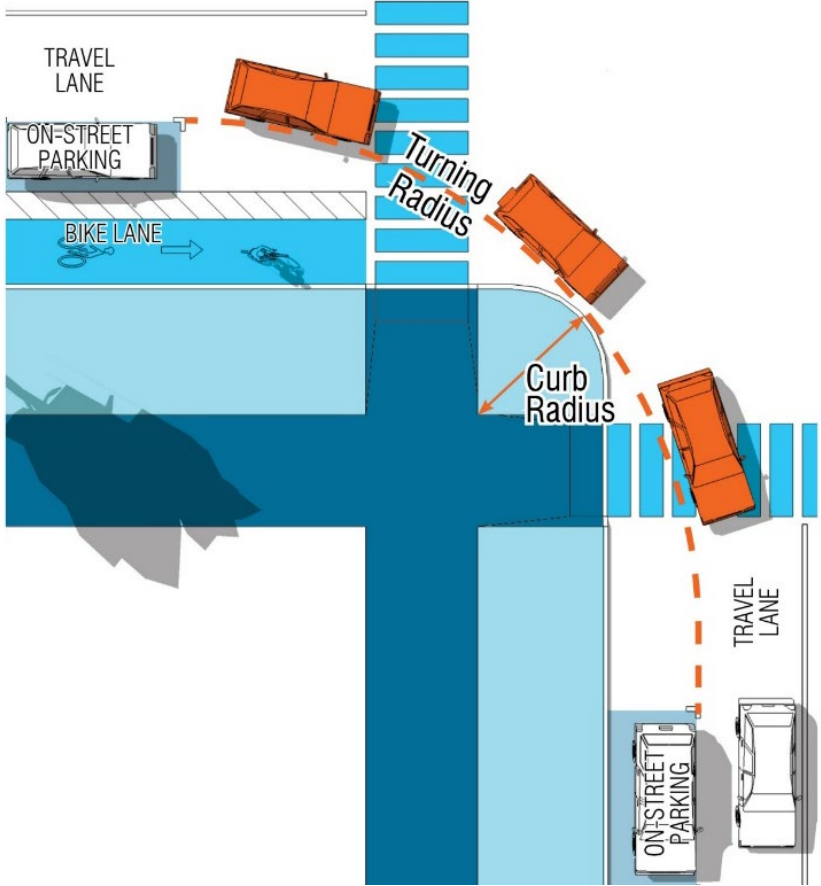
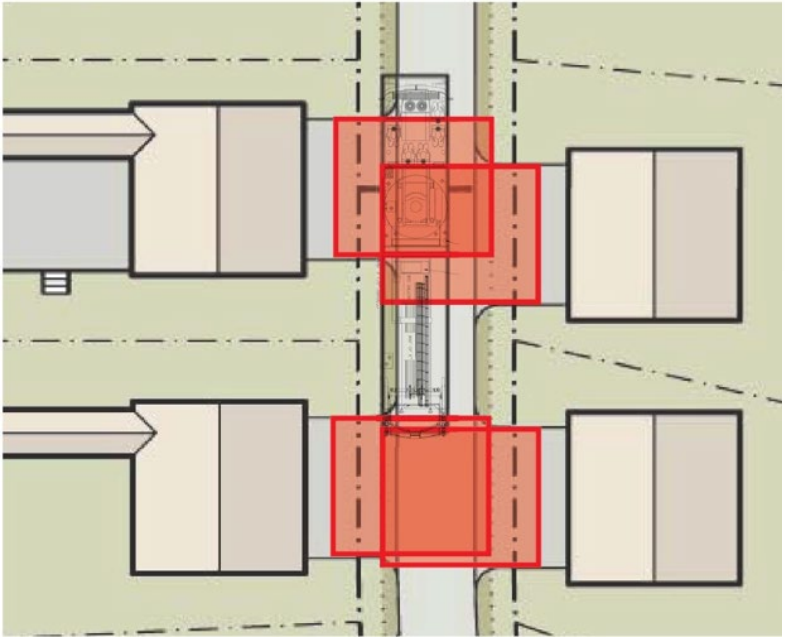
Traffic Calming and Traditional Neighborhood Streets



Dan Burden
Walkable Communities

with **Paul Zykovsky**
Local Government Commission
Center for Livable Communities

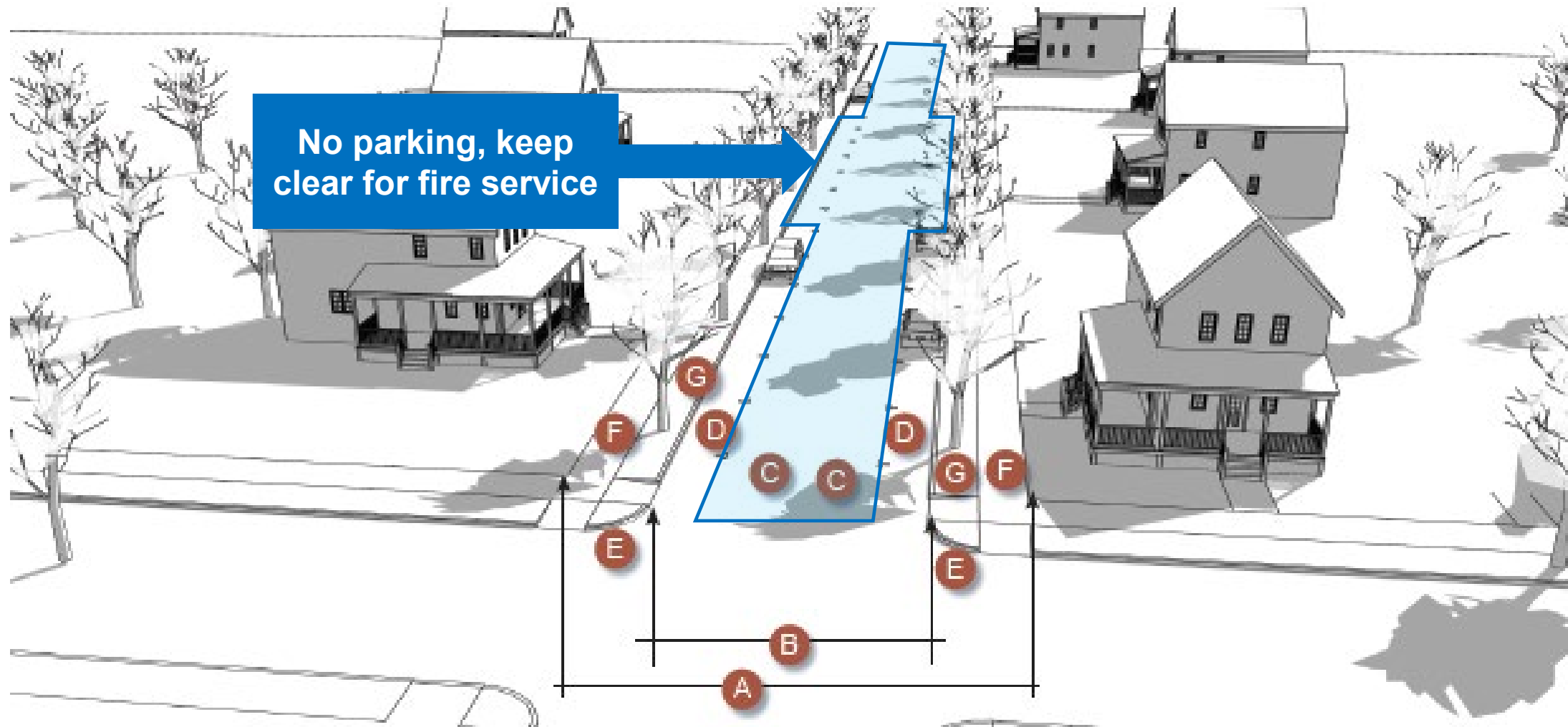
EMERGENCY LANE ANALYSIS AND APPLICATION





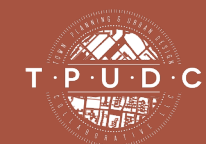
REAL-WORLD EXAMPLES






No parking, keep
clear for fire service

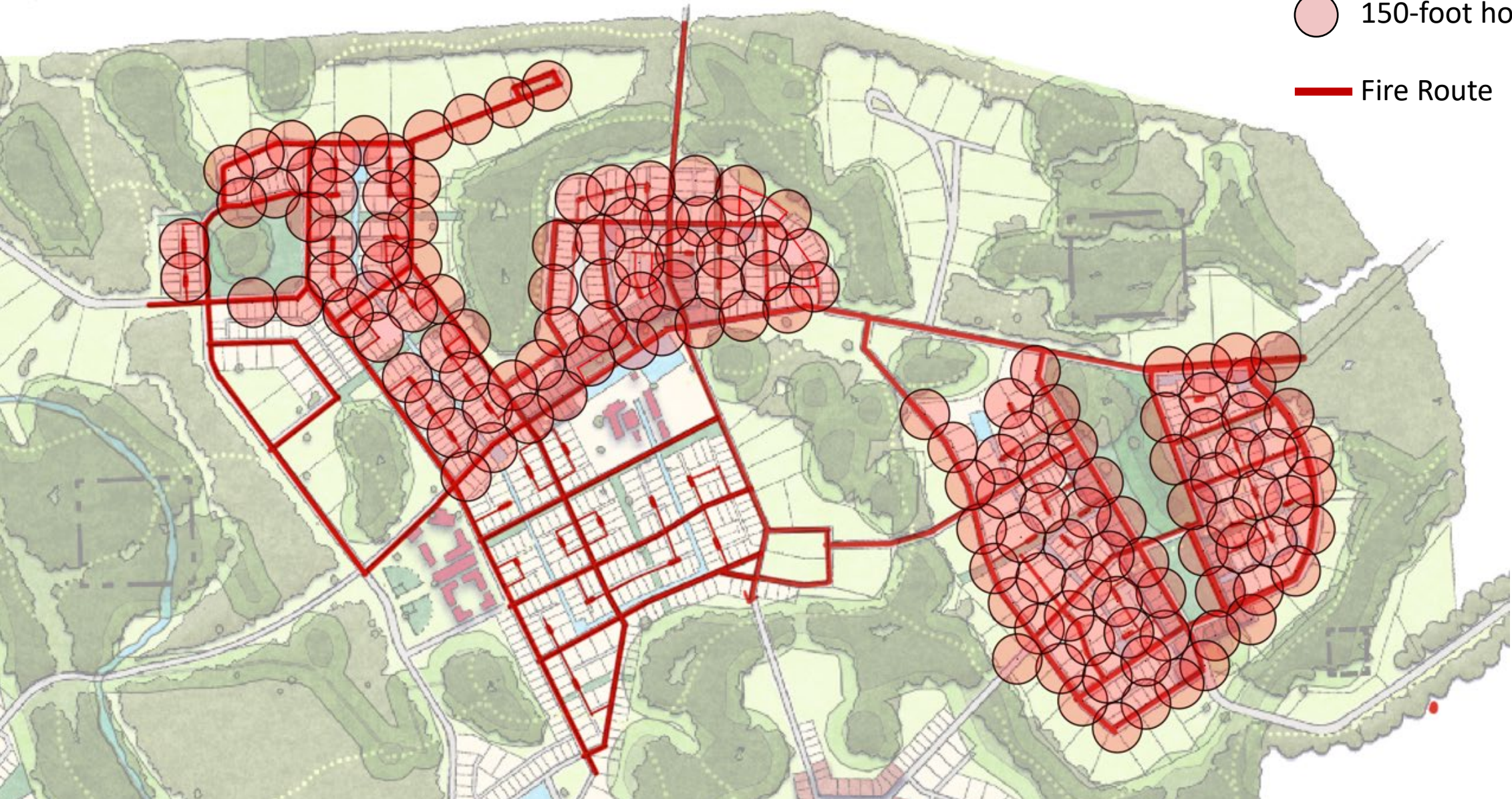
OUTRIGGER LOCATIONS



LEGEND

 150-foot hose pull radius

 Fire Route



FIRE HYDRANT DIAGRAM

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THE
AGRICOLA
PROPERTY

Meeting with Clay County Schools - February 12th

- Agreed to pay school impact fees and proportionate share using the most current rates at the time for each phase of development, **unless** notified by the School District that a school facility is warranted.
- Requested a minimum **1-3 year notification** from the School District to ensure the agreed upon school site is fully integrated in the community.
- When the School District decides on a such a facility, **we shall** work with the School District to locate a suitable upland site of a minimum **40 acres**.
- Agreed to receive full credit for the school site dedication **at the time the land is needed** for the School District.

State Received Comprehensive Plan Amendment on December 14th, 2023

State Completed Review on February 16th, 2024

Agricola to update the Comprehensive Plan Amendment and Capital Improvements Element

Planning Commission Final Hearing on April 2nd, 2024

BOCC Final Hearing on April 9th, 2024

County can choose to adopt, adopt with changes, or not adopt the proposed amendment

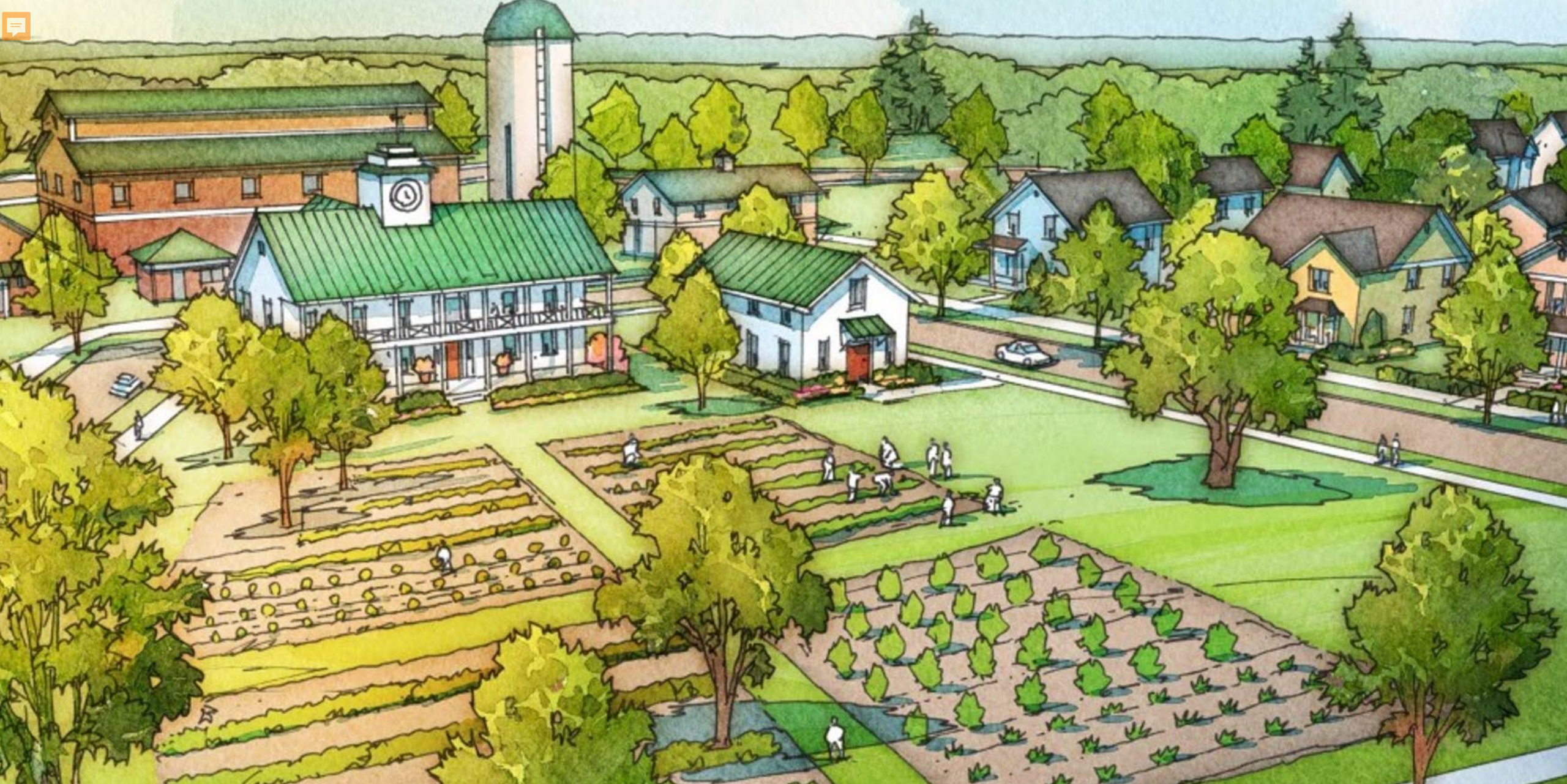
Adopted amendment must be transmitted to the State with 10 working days after the second public hearing

Meeting with Staff to discuss State responses - February 21st

State Recommendations		Response
Comp. Plan Update	The County must support the amendment with relevant data and analysis that address the available or planned capacity of portable water, sanitary sewer, and public school facilities to service the development.	Amend the Capital Improvements Element to include written policies which identify the facility improvements needed to serve the Agricola development at the adopted level of service.
Urban Service Area Map	The County should revise the amendment to coordinate facility improvements with the Capital Improvement elements as it related to data and analysis showing adequate capacity for transportation and school infrastructure.	Amend the Capital Improvements Element to include written policies which identify the facility improvements needed to serve the Agricola development at the adopted level of service.
FDOT	No comments	

Planning Commission Transmittal Hearing:	Response:
A few existing residents of expressed concerns about buffers and proposed roadways	Added language in the PUD Amendment and DA for a buffer at least 80% opacity along the common boundary with any land having frontage on Leno Rd., Culpepper Rd., Eaton Rd., or Springbank Roads.
Concerned about native landscape and lawns	Added language in the PUD Amendment to prohibit lawns or irrigation with the exception of civic spaces which are limited to reclaimed water and require all Florida native planting except existing plants in open space areas.
Want to make sure the wildlife corridors are safe	Assurances are made in the DA to protect the safety of wildlife habitats.
Update school impact fee calculations	Confirmed our school impact fee calculations with the School District.
Concerns regarding the conversion table	Updated the DA to state that in no event may all such conversions result in a total increase of more than 500 Residential Units.
BOCC Transmittal Hearing:	Response:
Concerns about our utility demand	Added an affirmative statement in the DA that we can not continue to build without providing utilities.
Worried about the enforceability of the PUD	Added language in the Comp. Plan Amendment to emphasize the protections afforded by strict and enforceable PUD development standards and the DA commitments and conditions.





THANK YOU



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County
Commissioners

DATE:

FROM: The Clerks Office

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) FL 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:

BACKGROUND INFORMATION:

Backup documentation is available on request at the Clay County Administration Building, located at 477 Houston Street, Green Cove Springs.

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department Reviewer	Action	Date	Comments
Budget Office Streeper, Lisa	Approved	3/1/2024 - 4:05 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual Services

SUBJECT:

Approval of the Interim Agreement and Site Access Agreements with Fortress Secured, LLC for the Delivery of Two Fire Station Facilities (Stations 1 and 22) in the amount of \$1,268,760.00 for Pre-Development Activities. Details of the Pre-Development Activities and estimated dates are identified in Exhibit A and B.

Funding Sources:

Capital Improvement Fund - Fire Station 22-Fleming Island - Buildings
Capital Improvement Fund - Fire Station 1-Branan Field - Buildings

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This is in relation to RFP 22/23-95, Public Private Partnership (P3) to Design and Build 2 Fire Stations awarded to Fortress. The parties wish to enter into the Interim Agreement and Site Access Agreement for Fortress to commence pre-development activities while the comprehensive agreement is being negotiated by the parties. Developer will deliver thirty percent (30%) design plans and specifications to the County for the County's approval under the pre-development activities. Upon approval of the 30% Plans, Developer will provide an actual budget for the Project based on a stipulated sum for delivery of the completed Project to County. A final negotiated Comprehensive Agreement will be brought to the Board for approval.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Sources:

Capital Improvement Fund - Fire Station 22-Fleming Island - Buildings
Capital Improvement Fund - Fire Station 1-Branan Field - Buildings

Account Nos:

FD3003-PRJ100357-SC562000
FD3003-PRJ100563-SC562000

Sole Source (Yes/No):

No

Advanced Payment

(Yes/No):

No

ATTACHMENTS:

[Download](#) [Print](#) [Upload](#) [File Name](#)

Description	Type	Date	File Name
Contracts_Fortress P3	Cover Memo	3/7/2024	Fortress_Secured_-_Interim_and_Site_Acess_Agreements_(Clay_County_Fire_Stations)_(02669655-8)ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	3/5/2024 - 12:54 PM	Item Pushed to Agenda

**INTERIM AGREEMENT BETWEEN
CLAY COUNTY, FLORIDA, AND FORTRESS SECURED, LLC
FOR THE DELIVERY OF TWO FIRE STATION FACILITIES**

THIS INTERIM AGREEMENT (“Agreement”) is made and entered into, as of the Effective Date (as defined in Section 2(a) below), by and between CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”) and FORTRESS SECURED, LLC, a Florida limited liability company, which is authorized to do business in the State of Florida (“Developer”) (each a “Party” and collectively the “Parties”).

WHEREAS, in August 2023, Developer submitted to the Board of County Commissioners of Clay County, Florida (the “Board”), its Unsolicited Proposal for a Public Private Partnership (P3) to Build 2 Fire Stations in Clay County, dated August 8, 2023 (the “Proposal”); and

WHEREAS, the Proposal includes potential development work to construct two (2) fire stations on real property located at (i) Old Jennings Road and Brannan Mill Boulevard, Middleburg, Clay County, Florida, parcel number 29-04-25-008064-006-00 (the “Station 1 Property”); and (ii) County Road 220 and Arena Road, Fleming Island, Clay County, Florida, parcel number 31-04-26-013185-001-00 (the “Station 22 Property”), which parcels are presently owned by the County; and

WHEREAS, the Station 1 Property and the Station 22 Property are sometimes collectively referred to herein collectively as the “Properties” and separately as a “Property”; and

WHEREAS, the development, construction and delivery of the fire stations described in the Proposal are referred to herein as the “Project”; and

WHEREAS, the County deemed Developer’s Proposal to be a qualifying project under Section 255.065, Florida Statutes, deserving of further consideration as a potential public-private partnership; and,

WHEREAS, the County published notice of its receipt of the Proposal and solicited competing offers for the Project via issuance of Request for Proposal 22/23-095 (“RFP”); and,

WHEREAS, Developer responded to the RFP and on January 9, 2024, the Board accepted staff’s evaluation and awarded the RFP to Developer; and,

WHEREAS, having received no competing offers and having awarded the RFP to Developer, the County desires to undertake negotiations with Developer as authorized by Section 255.065(5)(c), Florida Statutes; and,

WHEREAS, the Parties now intend to enter into this interim Agreement in advance of the negotiation and approval of a possible comprehensive agreement (the “Final Agreement”) governing the development, construction and delivery of the Project, which will facilitate the development of design plans, construction budget, and schedule assumptions to better inform and guide the development, design, financing, permitting, and construction of the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Pre-Development Generally.

The County will cooperate with Developer as it undertakes pre-development activities described in Exhibit A hereto (“Pre-Development Activities”), in good faith and in a commercially reasonable manner, with input and support to be provided by the County to develop a mutually acceptable financial model for the Project. The principles that will guide the development of the financial model for the Project are: (i) the total combined development budget for both Properties does not exceed a total principal amount of Twenty-Two Million Seven Hundred Twenty-Seven Thousand Two Hundred Sixty-Eight and No/100 Dollars (\$22,727,268.00) (the “Projected Budget”) including an allowance for furniture, fixtures and equipment in the amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) (the “FF&E Allowance”), (ii) an allowance for specialized equipment of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) (the “Specialized Equipment Allowance”); (iii) an allowance for off-site improvements of Four Hundred Thousand and No/100 Dollars (\$400,000.00) (the “Off-Site Allowance”); (iv) an allowance for site improvements of Three Million Two Hundred Sixteen Thousand and No/100 Dollars (\$3,216,000.00) (the Site Allowance”); and (v) the Project adheres to the vision and all other material provisions as set forth in Developer’s proposal and as represented on Exhibit E attached hereto and by reference made a part hereof. The budget calculations reflect reduced costs to Developer that are anticipated to result from efficiencies and economies of scale derived from constructing both fire stations. If the County proceeds for any reason with the construction of only one of the fire stations on the Station 1 Property or the Station 22 Property, Developer will not realize those economies of scale and efficiencies. In such case, the budgeted amount for the one fire station shall be determined without reduction for the anticipated savings.

2. Term.

The term of this Agreement (“Term”) shall commence upon the Effective Date and shall terminate upon the earliest to occur of the following:

- i. the effective date of the Final Agreement with the County (the “Closing”);
- ii. Developer and the County, working in good faith, fail to mutually agree on the engineering and design plans for the Project; and
- iii. Developer and the County fail to agree upon a fixed sum final cost for the Project (the “Stipulated Sum”) at a price at or below the Projected Budget, or if over the Projected Budget at a price acceptable to County in County’s sole discretion;
- iv. Developer and the County, working in good faith, fail to mutually agree on the terms and conditions of the Final Agreement;
- v. the County determines, in its sole discretion, that options to finance the construction of the Project are not available to the County on terms and conditions reasonably

acceptable to the County;

vi. the effective date of the termination of this Agreement by mutual agreement of the Parties.

If the County elects to terminate this Agreement by reason of the application of clause v. above, then the County shall reimburse and pay Developer an amount equal to the sum of all of Developer's costs and expenses incurred in connection with its investigations of the Station 1 Property and the Station 22 Property, plus all costs and expenses incurred in connection with the conduct of any Pre-Development Activities, plus all costs incurred in connection with the negotiation and preparation of this Agreement (and any instruments and document ancillary hereto) including (without limitation) attorneys' fees.

(a) Effective Date. For purposes hereof, "Effective Date" means the last date on which this Agreement has been executed by the Parties and approved by the Board of Commissioners of Clay County. If the Effective Date has not occurred by April 1, 2024, (the "County Approval Date") for any reason other than unreasonable delay by Developer, then Developer may elect, at its option and by giving the County written notice of such election, to (i) withdraw from this Agreement, in which case neither Party shall have any further obligations to the other hereunder; or (ii) extend the County Approval Date for an additional thirty (30) days. If Developer elects to proceed with option (ii) of the preceding sentence, then all of Developer's costs (and pricing) associated with the Project shall be adjusted to take into account any cost increases if the delay has been caused by the actions (or failure to act timely) of the County.

3. Scope of Pre-Development Activities.

(a) The Pre-Development Activities constitute the entire scope of the preliminary activities Developer intends to conduct with respect to the Project.

(b) Pre-Development Activities. Developer has entered into a contractual agreement with j12 Architecture and Gulfstream Design Group, LLC for Pre-Development Activities and related site due diligence, planning and design work and permitting (the "Pre-Development Agreement"). At the request of the County, Developer will provide a copy of the Pre-Development Agreement to the County. The Pre-Development Activities will include the coordination and commissioning of third-party architects and engineers contracted by Developer to conduct the surveys, tests and to produce the reports or documents described in this Agreement. All Pre-Development Activities, including all tests, shall be performed in a good and workmanlike manner, good industry practices and all applicable laws, rules and regulations and the requirements of governmental authorities. Developer shall provide upon request to the County copies of all written reports, studies, analyses, surveys, designs, plans, drawings and other written, graphic and three-dimensional work product prepared by or on behalf of Developer by third parties (excluding Developer's attorneys and accountants) as part of the Pre-Development Activities for the Project (collectively, "Work Product"). The County acknowledges that Developer has expended and will expend, in good faith, money to engage third parties in furtherance of the development of the Project and production of Work Product. Such expenditures anticipated to be expended, are specifically described in that certain "Pre-Development Budget" attached hereto as Exhibit B.

Developer shall be permitted to expend funds in excess of any line item amount as long as the total amount set forth in the Pre-Development Budget is not exceeded; provided, however, if Developer desires to spend funds in excess of the total amount set forth in the Pre-Development Budget, the amount of such excess shall not be subject to reimbursement in accordance with the terms of this Agreement by the County, unless (i) such reimbursement is approved in writing and in advance by the County; or (ii) such excess amounts are incurred to mitigate or resolve any environmental or conservation matters (or unforeseen site conditions) that must be mitigated or resolved to develop the Project and are approved in writing in advance by the County (with such approval not to be unreasonably withheld, conditioned or delayed). Developer shall provide monthly updates to the County regarding the actual costs expended to date, including such information as may be requested by the County.

(c) Site Access. The County presently owns the Station 1 Property and the Station 22 Property. Upon the Effective Date, to facilitate the conduct and completion of Developer's Pre-Development Activities, Developer and the County will enter into the Site Access Agreement (Station 1), in the form attached hereto as Exhibit C and by reference made a part hereof, and will enter into the Site Access Agreement (Station 22), in the form attached hereto as Exhibit D and by reference made a part hereof. Developer shall have no obligation to conduct any inspections or Pre-Development Activities prior to the Effective Date and execution of said access agreements.

(d) Utilities. The County shall be responsible for ensuring that public water, electrical and sewerage utilities services and stormwater runoff facilities (and capacity) are available to the Project sites sufficient for Developer to conduct its Pre-Development Activities and to develop and construct the Project.

(e) Contractors. Developer shall be responsible for the acts, failures to act, errors and omissions of all contractors, subcontractors, vendors, consultants and agents engaged in performance of Pre-Development Activities. Except as provided in this Agreement, this Agreement shall not give rise to any contractual or other relationship between the County and any such contractors, subcontractors, vendors, consultants and agents. The County disclaims and does not undertake any obligation, duty or responsibility to pay, reimburse, compensate or otherwise be responsible for payment of any fees, charges, rents, licenses, costs, expenses, reimbursements or any other amount to any contractor, subcontractor, vendor, consultant and agent of Developer (except as described in Section 4 below). Contracts, agreements, purchase orders and other arrangements between Developer and such third parties for labor, licenses, services, equipment, machinery, materials, supplies and other items utilized in the conduct of the Pre-Development Activities shall be consistent with the terms and conditions of this Agreement. All contracts entered into by Developer shall provide that any review or approval of the Work Product by the County or Developer, or the incorporation of suggested revisions by the County, shall not constitute waiver, release or acceptance of any error or omission in the Work Product, shall in no way waive or release Developer or the contractors, subcontractors, vendors, consultants and agents from its respective duty to completely perform its obligations under their contracts, the standard of care applicable to the performance of their work, nor constitute a waiver of any claim or warranty. The primary contracts for design and engineering services will be between Developer and j12

Architecture and Gulfstream Design Group, LLC (collectively, “Design Professionals”) engaged in performance of Pre-Development Activities.

(f) Reports. Developer shall, on a monthly basis, provide a written report describing the status, progress and results of the Pre-Development Activities. The information provided to the County shall include an explanation of any significant variations from the scope, schedule, sequence, or performance of the Pre-Development Activities and identify any potential or known developments that may impact the County or the feasibility, cost or schedule for the design, permitting, financing and construction of the Project or the Pre-Development Activities, and any corrective or remedial actions implemented. The final plans and specifications for the Project are subject to approval by the County.

4. Payment for Pre-Development Activities.

(a) Developer will be responsible for contracting with and paying the third parties in accordance with the agreements between Developer and each such third party in connection with the due diligence surveys, tests and studies comprising the Pre-Development Activities. Pre-Development Activities shall be performed in accordance with the terms of this Agreement, including the Pre-Development Budget set forth on Exhibit B.

(b) Developer will deliver thirty percent (30%) design plans and specifications to the County (the “30% Plans”) for the County’s approval. Upon approval of the 30% Plans, Developer will provide an actual budget for the Project (the “Project Budget”) based on a Stipulated Sum for delivery of the completed Project to County. Upon the County’s acceptance of the Project Budget, the County and Developer will, in good faith, negotiate the terms and conditions of the Final Agreement. In the event the Final Agreement is not complete and approved by the County within ninety (90) calendar days from the approval of the 30% Plans or a longer timeframe as otherwise agreed to by the Parties, the County and Developer will re-evaluate and revise the Project Budget to reflect market changes, if any, in material, labor or other project costs.

(c) Upon the County’s approval of the 30% Plans and the Project Budget, the County agrees to make monthly progress payments to Developer for the costs and expenses actually incurred by Developer, commencing retroactively to January 9, 2024 (the date the County awarded the Project to Developer), up to the total amount listed in the Pre-Development Budget for the Work Product (as set forth on Exhibit B). Progress payments shall be made by the County to Developer within forty-five (45) days after receipt of Developer’s properly submitted request for same accompanied by substantiation of all costs, expenses, fees, charges and other amounts paid for the Pre-Development Activities and Work Product. Upon receipt of reimbursement by the County, Developer shall pay all costs and expenses in the Pre-Development Budget directly to third party consultants not affiliated with Developer, or any of its officers, directors, members or shareholders. Notwithstanding anything to the contrary, the County shall have no obligation to enter into the Final Agreement unless the County has obtained acceptable financing or otherwise procured and appropriated funds necessary to pay for the Project.

(d) In the event this Agreement is terminated by the County pursuant to Section 2(v) or Section 10(a), and providing such termination occurs prior to the County’s approval of the 30%

Plans and Project Budget, as further described in Section 4, the County shall not be obligated to pay Developer for any costs and expenses incurred with respect to Pre-Development Activities. In the event this Agreement is terminated at any other time for any other reason, the County shall pay Developer an amount equal to all of the costs and expenses actually incurred by Developer through the date of termination, up to the total amount listed in the Pre-Development Budget, within forty-five (45) days after receipt of Developer's properly submitted request for same accompanied by substantiation of all costs, expenses, fees, charges and other amounts paid for the Pre-Development Activities and Work Product.

5. [RESERVED]

6. Certification/Ownership of Work Product. Developer will ensure that all completed Work Product is certified and may be relied upon by the County. All Work Product created by or through Developer shall (as between the Parties) be the exclusive property of Developer unless and until the County has paid for such Work Product. In such event, the County acknowledges that the Work Product is not intended or represented to be suitable for use on the Project unless completed by the Design Professionals. Any use or reuse, or any modification of the Work Project by the County, without written authorization, completion or adaption by the Design Professionals will be at the County's sole risk and without liability or legal exposure to the Design Professionals, or to their respective officers, directors, members, partners, agents, employees, and consultants.

7. Developer-led Approach. Developer is fully responsible for the selection, coordination, and contractual engagement of the Design Professionals, general contractors, vendors, suppliers and other professional consultants involved in the conduct of the Pre-Development Activities, and making all arrangements with utility, communication, cable and information technology companies and the County with respect to the location of subsurface utility, information technology, communication, and cable installations and other assets, property, equipment, infrastructure and systems necessary to serve the Project.

8. Single Point-of-Contact; Design Plans; Designated Representatives of Each Party.

(a) Coordination. The Parties agree that in order to facilitate efficient communication and information exchange between the Parties relating to the Pre-Development Activities, Developer will be the single point-of-contact and responsible to the County but will actively involve and make available other members of the Developer's team to participate in regularly scheduled planning and progress meetings with County officials, to be held at least monthly through the term of this Agreement. Developer's team will present plans, specifications, schedule and budget reports or updates to the County, apprise the County of progress, and solicit the County's input, feedback, and when appropriate, decisions and/or approvals on material matters pertaining to the conduct of the Pre-Development Activities.

(b) Design Plans and Specifications. Except in the event of a termination, Developer shall provide to the County design plans and specifications that are 30%, 60% and 90% complete. The 30% Plans shall serve as the basis for the design of the Project and shall contain at a minimum, the major design elements, the proposed Project Budget, and project timeline. Any change

requested by the County to the design plans following approval of the 30% Plans that increases the Project Budget for the Project shall be the responsibility of the County. Except as otherwise provided in this Agreement, any other change to the 30% Plans that increases the Project Budget for the Project shall be the responsibility of Developer. Developer has provided the set of design standards set forth on Exhibit F attached hereto and by reference made a part hereof. If the County requests changes or upgrades that are more expensive than listed on Exhibit F, then the County agrees to be responsible for and pay the amount of the differences.

(c) Designated Representatives. For clarity of communication and accountability, (i) Deputy Chief Charles LeRoy will initially serve as the Designated Representative and point-of-contact for the County and (ii) while others on Developer's team will be actively involved in the process, all official communication about material issues related to the Pre-Development Activities shall flow through Developer's Designated Representative, Matt Everett. Each Designated Representative will be responsible for the further dissemination of information to their respective interested persons. Any information or communication provided by a Party to the other Party's Designated Representative shall be deemed to have been received by such Party.

9. Compliance.

(a) Licenses. Developer agrees to use and require each of its development team members and other contractors, subcontractors, vendors, consultants and agents to use, only personnel who are qualified and properly trained and who possess any license, permit, registration, certificate or other approval required by any applicable law or any governmental authority to enable such personnel to perform their work, services and activities involving any portion of the Pre-Development Activities.

(b) Laws. Developer specifically agrees that in the performance of the Pre-Development Activities, it shall at all times comply with and cause each of its development team members and other contractors, subcontractors, vendors, consultants and agents to fully comply with all applicable laws, including environmental laws, permits, requirements of governmental authorities, and good industry practice.

10. Default.

(a) If Developer shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by Developer herein (a "Developer Default"), the County, upon obtaining notice or knowledge thereof, shall give prompt written notice of such Developer Default to Developer, but in any event within ten (10) business days. If, within ten (10) business days after receipt of such notice, Developer has not promptly commenced or proposed for the County consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Pre-Development Activities hereunder), the rights and remedies of the County shall include the right to terminate this Agreement by giving written notice to Developer, whereupon this Agreement shall automatically cease and terminate, subject, however, to the rights and remedies of the County, to

recover damages sustained by the County and other available remedies, and the survival of Developer's indemnity and insurance obligations hereunder.

(b) If the County shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by the County herein (a "County Default"), Developer, upon obtaining notice or knowledge thereof, shall give prompt written notice of such County Default to the County, but in any event within ten (10) business days. If, within ten (10) business days after receipt of such notice, the County has not promptly commenced or proposed for Developer consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Pre-Development Activities hereunder), the rights and remedies of Developer shall include the right to terminate this Agreement by giving written notice to the County, whereupon this Agreement shall automatically cease and terminate. In such event, the County shall pay Developer the costs and expenses actually incurred by Developer through the date of termination, in accordance with Section 4(c) herein. Such payment shall be in addition to (and shall not limit or impair Developer's right to pursue) any and all remedies available under Florida law for breach of this Agreement.

11. Indemnity.

(a) Developer hereby agrees to indemnify, protect, defend and hold harmless the County, its current and future county commissioners, officers, employees, agents, representatives, successors and assigns (the "County Indemnitees") from and against any and all claims, actions, suits, proceedings, investigations, audits, losses, liabilities, penalties, fines, sanctions, damages, demands, causes of action, costs and expenses including, but not limited to, all reasonable consulting, engineering, reasonable attorneys (in-house and outside counsel) or other professional fees including disbursements (collectively, "Losses"), which County Indemnitees, or any of them, may incur or suffer by reason of the following arising out of relating to or resulting from the following actions in the Developer's conduct of the Pre-Development Activities or the activities of Developer, Developer's team members, contractors or subcontractors on the Project site in connection with the Pre-Development Activities or Developer's breach of this Agreement: (i) bodily injury or death of any natural person; (ii) damage to property of any person or entity; (iii) violations of applicable laws, permits, or requirements of governmental authorities; and (iv) misappropriation, infringement or misuse of intellectual property or industrial property rights of a third party; except to the extent any such Losses were caused primarily by the negligent or willful misconduct or omissions of the County Indemnitees, or any of them. Developer's indemnity obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for Developer under any statutory program or scheme, including without limitation, any workers compensation, disability benefit or other employee benefit acts.

(b) Sovereign Immunity. The County does not agree to and shall not indemnify Developer or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this 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, or modification to, the County's sovereign immunity protections.

12. Notices. Any notice, demand, request, consent, approval or other communication authorized or required hereunder (excluding day-to-day communication in the administration of this Agreement in the ordinary course) shall be in writing, shall be delivered personally or by national recognized overnight courier and shall be deemed to have been duly given and received upon receipt if delivery is made on a business day during regular business hours, or otherwise on the next business day. Confirmation of delivery of notice by an overnight courier shall be conclusive evidence of receipt of such notice. Notices to a Party shall be addressed to such Party at the addresses provided below, or such other addresses as a Party may from time to time designate by written notice to the other Party:

If to County	Clay County Attn: Charles LeRoy P.O. Box 1366 Green Cove Springs, Florida 32043 Email: Charles.LeRoy@claycountygov.com
With a copy to:	Howard Wanamaker County Manager P.O. Box 1366 Green Cove Springs, Florida 32043 Email: howard.wanamaker@claycountygov.com
If to Developer	Fortress Secured, LLC 3603 Beachwood Court Jacksonville, Florida 32224 Attn: Matt Everett Email matt@fortressesecured.com
With a copy to:	Bryant Miller Olive P.A. 1545 Raymond Diehl Road, Suite 300 Tallahassee, FL 32308 Attn: Charles L. Cooper, Jr. Email: ccooper@bمولaw.com

13. Insurance Coverage. Developer shall maintain, and shall require all Design Professionals performing Pre-Development Activities pursuant to this Agreement to obtain, carry and keep in full force, insurance of the following types and with such terms and limits:

a. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

b. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If Developer does not own vehicles, Developer shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

c. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation Statutory limits
- Employers Liability \$100,000 Each Accident
\$500,000 Disease Policy
\$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

Developer waives, and Developer shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Developer must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Developer who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Developer's employees, leased employees, volunteers, and any workers performing work.

d. Professional Liability and/or Errors and Omissions

Professional liability covering liability arising out of error, omission, or negligent acts in the performance, or lack thereof, of professional services contemplated under this Agreement. Coverage must be in an amount not less than \$1,000,000 each claim and \$1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

e. Umbrella/Excess Insurance

If Developer's primary insurance policy/policies do not meet the minimum requirements, Developer may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

Developer may cause any or all of their policies of insurance required by this Agreement to be acquired and(or) maintained in effect by an entity affiliated with Developer by common ownership so long as such policies meet the requirements of this Section 13. Such policies shall be issued by such insurers and shall provide for such deductibles and liability limits as Developer deems to be commercially reasonable, subject to the County's prior approval. The County agrees not to unreasonably withhold, delay or condition such approval.

14. Evidence of Insurance Coverages. On or before the Effective Date, and thereafter during the term hereof, Developer shall provide the County with original, current certificates of insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies maintained by Developer pursuant to Section 13 above. Said certificates of insurance shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as "Additional Insureds." The Certificate Holder on the certificates of insurance should read as follows: **"Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County's Purchasing Department. No insurance policy required hereunder may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to the County or, in the event of cancellation for non-payment of premium, ten (10) days prior written notice. Developer shall provide the County with renewal certificates of insurance or binders not less than five (5) business days prior to such expiration. Insurance shall be maintained without lapse in coverage during the term of this Agreement. The County shall also be given certified copies of Developer's policies of insurance, upon request.

15. Entire Agreement. This Agreement, read in conjunction with the Site Access Agreement, constitutes the entire agreement between the Parties, and may be amended or modified only in writing, executed by each Party. A waiver of enforcement of any obligation or waiver of covenant or the exercise of any right or remedy shall be in writing and signed by the Party to be bound thereby in order to be effective. The provisions of this Agreement are severable and the invalidity of one or more of the other provisions hereof shall not affect the validity or enforceability of any of the provisions hereof. This Agreement is the product of negotiation and neither Party shall be burdened by any presumption on the basis of its involvement in the drafting and preparation of this Agreement.

16. Due Authorization; Binding Agreement. The Parties represent and warrant that the signatories below are duly authorized by the Party each represents to enter into this Agreement, and by their signatures do bind the Parties to the terms of this Agreement.

17. Controlling Law. This Agreement is governed by and will be interpreted and enforced under the laws of the State of Florida. Nothing contained herein shall be construed as a

waiver of any immunity or limitation of liability County may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

18. Consequential Damages. In no event shall either Party have any liability to the other or its affiliates, contractors or subcontractors on account of any consequential, incidental, indirect, special, punitive or exemplary damages, whether in contract, tort (including negligence and strict liability) or under any other legal or equitable principles whatsoever, or for any loss of profits, opportunity, reputation, financing or revenue.

19. Venue; Waiver of Jury Trial. Any dispute between the Parties arising out of or relating to this Agreement that cannot be resolved between the Designated Representative of the Parties shall be referred to the County Attorney's Office and a duly appointed officer of Developer for the duration of the Term. If the County and Developer cannot reach an agreement resolving the dispute within a reasonable period of time not to exceed thirty (30) days after referral of the dispute to officers of the Parties, the County or Developer shall have the right to schedule mediation before a mediator certified by the Florida Supreme Court. Only after an impasse occurs in mediation may either party pursue litigation. In no event shall the existence of litigation of any controversy or the settlement thereof in and of itself delay the performance of obligations under this Agreement. IN THE EVENT LITIGATION IS PROSECUTED BY ANY PARTY HERETO, COUNTY AND DEVELOPER AGREE TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW TO WAIVE TRIAL BY JURY. The sole and exclusive venue for resolution of any dispute, claim or controversy arising out of or relating to this Agreement shall be the state courts in Clay County, Florida.

20. Assignment. Developer shall not permit this Agreement or any of its obligations or rights hereunder to be delegated or assigned voluntarily, involuntarily or by operation of law, without the express prior written authorization of the County at its sole and absolute discretion; provided, however, that Developer shall be permitted to assign this agreement in whole to an affiliate of Developer, so long as Developer is in control of such affiliate and such assignment does not relieve Developer of its financial obligations under this Agreement. No such written authorization, however, shall be construed as discharging or releasing Developer from the performance of the Pre-Development Activities and the fulfillment of other obligations under this Agreement. This Agreement shall inure to the benefit of and bind the Parties and their permitted successors and permitted assigns.

21. Public Records. Any document submitted to the County may be a "public record" as defined by Florida law. Any public record is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

In accordance with §119.0701, Florida Statutes, Developer, when acting on behalf of the County, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, Developer must provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted by law. Additionally, Developer shall provide the public records at a cost that does not exceed the cost provided by law.

Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including materials exempt from disclosure pursuant to Section 119.071(3)(b)(1), Florida Statutes, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Developer does not transfer the records to the County. Upon the completion of the Agreement, Developer shall transfer, at no cost, to the County all public records in the possession of Developer and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. 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 system of the County.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

22. Appropriated Funds. Developer 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 Developer is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

23. Scrutinized Companies Certification. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that Developer is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; 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 Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if Developer is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

24. E-Verify Requirement. Pursuant to Section 448.095, Florida Statutes, Developer shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by Developer during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of

Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide Developer with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, Developer must provide evidence of compliance with this provision. Failure to comply with this Section is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

25. Amendment. This Agreement may be amended only by a written instrument executed by the Parties.

26. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all of which when taken together shall constitute one and the same instrument. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Developer with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and agree to be bound hereby as of the Effective Date.

**CLAY COUNTY, FLORIDA, a political
subdivision of the State of Florida**

By: _____
Jim Renninger
Its Chairman

Date: _____

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

FORTRESS SECURED, LLC

By: _____

Print Name: _____

Date: _____

Exhibit A

Scope of Pre-Development Activities

The following are the site-specific environmental and engineering due diligence evaluations and architectural design and engineering activities to be performed by Developer in accordance with the terms of this Agreement.

1. Environmental Site Assessment
2. Geotechnical Report
3. Survey
4. Civil Engineering
5. Design Architect
6. Subsurface Utility Engineering
7. Landscape & Irrigation Planning
8. Schematic ASMEP
9. Design Development ASMEP
10. Legal

Exhibit B

Pre-Development Activity Anticipated Budget

Exhibit B

Pre-Development Activity Anticipated Budget

	Station 1	Station 22
1. Environmental Site Assessment	\$3,600	\$3,600
2. Geotechnical Report	\$4,835	\$4,835
3. Survey	\$7,500	\$8,500
4. Civil Engineering	\$67,255	\$55,135
5. Design Architect	\$360,000	\$720,000
6. Subsurface Utility Engineering	\$3,500	\$3,500
7. Landscape & Irrigation Planning	\$3,500	\$3,000
8. Schematic ASMEP	Included	Included
9. Design Development ASMEP	Included	Included
10. Legal	\$10,000	\$10,000

	Estimated Draw Date
30% Construction Documents \$303,870.00	May
60% Construction Documents \$372,500.00	July
90% Construction Documents \$376,390.00	September
100% Construction Documents \$216,000.00	December

Cost of Station 1 is conditioned on the construction of both Station 22 and Station 1

Exhibit C

Site Access Agreement (Station 1)

SITE ACCESS AGREEMENT
(STATION 1)

THIS AGREEMENT is made and entered into by and between CLAY COUNTY, (the “County”), a political subdivision of the State of Florida, and FORTRESS SECURED, LLC (“Developer”), a Florida limited liability company, effective March 12, 2024 (“Effective Date”).

WHEREAS, in August 2023, Developer submitted to the Board of County Commissioners of Clay County, Florida (the “Board”) its Unsolicited Proposal for a Public Private Partnership (P3) to Build 2 Fire Stations in Clay County, dated August 8, 2023 (the “Proposal”); and

WHEREAS, the Proposal includes potential development work to construct and deliver fire stations (the “Stations”) on real property located at Old Jennings Road and Brannan Mill Boulevard, Middleburg, Clay County, Florida, parcel number 29-04-25-008064-006-00 (the “Station 1 Property”), and at County Road 220 and Arena Road, Fleming Island, Clay County, Florida, parcel number 31-04-26013185-001-00 (the “Station 22 Property”), which parcels are presently owned by the County; and

WHEREAS, in accordance with Section 255.065, Florida Statutes, the County published notice of the Proposal and issued Request for Proposal 22/23-095 (“RFP”) to solicit competing proposals; and

WHEREAS, Developer responded to the RFP and on January 9, 2024, the Board accepted staff’s evaluation and awarded the RFP to Developer; and

WHEREAS, the County and Developer have entered into an Interim Agreement effective March 12, 2024 (the “Interim Agreement”), which contemplates that the County will provide Developer access to the Station 1 Property for the purpose of conducting surveys, inspections, analyses, soil tests, environmental assessments and tests, appraisals, engineering reports, market feasibility studies, operational audits and other investigations of the Station 1 Property reasonably required to advance the Proposal to fruition (the “Inspections”); and

WHEREAS, the County and Developer are presently negotiating a comprehensive agreement to provide for the development, construction and delivery of the Stations; and

WHEREAS, the County and Developer desire to enter into this Agreement setting forth the terms and conditions upon which Developer may access the Station 1 Property for purposes of conducting the Inspections relevant to the on-going negotiations.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and for other valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by the parties, it is agreed as follows:

1. Defined Terms. Unless provided otherwise herein, capitalized terms used in this Agreement shall have the same meanings ascribed to such terms in the Proposal. By reference, the Proposal is incorporated herein and made a part hereof.

2. Term of Agreement. The term of this Agreement shall commence on the Effective Date and, unless otherwise extended by written amendment of this Agreement signed by both parties, shall terminate on the earliest of the following dates: (a) the date Developer delivers written notice to the County that it has completed the Inspections and removed from the Station 1 Property all equipment, machinery, supplies, materials, waste and debris used or produced in the conduct of the Inspections, (b) the date on which the County delivers written notice to Developer that the County is terminating the Interim Agreement, regardless of whether such termination is for cause or for convenience, and (c) one hundred twenty (120) days after the Effective Date.
3. Access for Inspections. During the Inspection Period, the County shall allow Developer (and Developer's contractors and representatives) to have such access to the Station 1 Property as is reasonable and necessary for Developer to timely perform its Inspections. The "Inspection Period" shall be for a term of one hundred twenty (120) days from the Effective Date. For purposes hereof, the term "Inspections" means and includes (without limitation) the following: conducting and (or) obtaining surveys, physical inspections, analyses, soil tests, environmental assessments and tests, appraisals, engineering site plans and reports, market feasibility studies, operational audits and such other inspections and investigations as Developer may deem appropriate to evaluate the condition of the Station 1 Property and its suitability for Developer's intended purposes.
4. Liability of the County. The County shall have no obligation or liability for any loss or damage (whether arising due to theft, casualty or otherwise) to any property of Developer or any property of Developer's contractors or representatives upon the Station 1 Property. In that regard, Developer shall maintain such policies of personal property and contents insurance as Developer deems sufficient for such purposes. Developer hereby fully releases the County from any claims Developer may have, now or in the future, of any type or nature for any liability or damage to any property of Developer occurring during the term of this Agreement, and Developer indemnifies the County against any claims by third parties involved with or affected by the Inspections. Notwithstanding the foregoing, Developer shall not be responsible or liable for any act or omission of the County or its agents, representatives, employees, contractors, subcontractors or consultants, any preexisting conditions, or any losses arising out of the discovery or disclosure of the Station 1 Property's condition. To the extent any indemnification by the County may be construed under this 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, or modification to, the County's sovereign immunity protections. Notwithstanding the foregoing, Developer shall not be responsible or liable for any losses, costs or damages (or attorneys' fees) that arise solely and directly from the gross negligence or intentional misconduct of the County, its employees, contractors and agents.
5. Compliance with Law. Developer shall not keep or store trucks, tractors, bulldozers or other vehicles or construction equipment upon the Station 1 Property, except in areas expressly designated or approved by the County for such purposes. Developer shall

maintain the Station 1 Property in clean and safe condition and will not allow trash or debris to accumulate thereon. Developer shall not permit any unsafe condition to be created or to exist upon the Station 1 Property by reason of or in connection with the Inspections or the presence of any of Developer's representatives, contractors or invitees on the Station 1 Property. Developer shall not store or use any petroleum, chemicals or other substances upon the Station 1 Property in violation of any applicable environmental laws.

6. Utility Services. Developer shall have the right to access utility easement areas for purposes of locating surface and underground utility, stormwater, communication, cable, fiber and information technology installations. Developer shall make all arrangements with utility service providers and owners of underground installations as necessary for performance of research and survey activities relating to utility installations, including coordinating with the County with respect to compliance with Chapter 556, Florida Statutes (Sunshine State One-Call notification). All activities by Developer shall be conducted in a manner consistent with utility company requirements and good industry practice and avoid the interruption, curtailment or suspension of utility service to the County and buildings in the vicinity of the Station 1 Property.
7. Inspection Documents. All research and survey activities are conditioned upon Developer providing to the County, upon the County's written request, copies of all reports, studies, test results, surveys, maps, drawings, diagrams and other product prepared by Developer or its consultants or consultants in connection with the Inspection activities ("Work Product") and granting to the County the non-exclusive, royalty free, cost free, non-expiring and assignable right to use Work Product for purposes relating to the ownership, lease, occupancy, use, development, improvement, operation, maintenance, alteration and repair of the Station 1 Property and improvements thereon. All such Work Product shall be fully paid for by Developer and be free and clear of any lien, charge, security interest and claim. Developer shall provide to the County one electronic copy and one hard copy of each item of Work Product prepared by Developer or affiliates, consultants and contractors. All Work Product shall be provided AS-IS, WHERE-IS and without representation or warranty of any kind whatsoever.
8. Liens. Developer shall not cause or permit any lien to be placed upon the Station 1 Property, including, without limitation, any lien in favor of any person providing labor or materials in connection with any of the Inspections. If any liens or claims, or orders for the payment of money, shall be filed against the Station 1 Property, or any improvements thereon, by reason of any changes, alterations or additions made or alleged to have been made by or for Developer, Developer shall promptly cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Developer, and shall also defend on behalf of the County, at Developer's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such liens, claims or orders, and Developer will pay any damage and satisfactorily discharge any judgment entered therein, and save harmless the County from any claim, attorney fees or damage therefrom.

If any lien (including, without limitation, any construction lien), claim, or order for payment of money, shall be filed against the Station 1 Property, or on any improvements thereon, by reason of or arising out of the Inspections, and the same shall not be removed by Developer within thirty (30) days after written notice given by the County, then the County shall have the right to remove same by payment or otherwise, and all sums expended by the County for such removal, including attorney fees, shall be paid by Developer to the County upon demand.

Developer shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work or work claim of any contractor, mechanic, materialmen, or supplier of labor, or materials supplied, which might be or become a lien or encumbrance, or a charge upon the Station 1 Property, and Developer shall not suffer any other matter or thing whereby the estate, right, or interest of the County in the Station 1 Property might be encumbered or impaired. Upon the termination of this Agreement, Developer shall cause any outstanding notices of commencement affecting the Station 1 Property to be terminated of record.

9. Restoration. Before the termination of this Agreement, Developer shall, upon request by the County and at Developer's sole cost and expense, remove all of Developer's property and improvements from the Station 1 Property and restore the Station 1 Property as nearly as possible to the same condition as it was in prior to the Effective Date of this Agreement, reasonable wear and tear excepted.
10. Governing Law. This Agreement shall be governed by Florida law.
11. Attorneys' Fees. If either party takes any action to enforce this Agreement, then the prevailing party to such action may recover from the other all of such prevailing party's costs incurred in bringing or defending such action, as the case may be, including (without limitation) attorneys' fees, court costs and costs of appeals. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.
12. Counterparts. This Agreement may be executed in counterparts. Each counterpart shall be an original, but, when taken together, shall constitute a single instrument. The parties agree that a signed counterpart received via facsimile or electronic transmission shall be binding upon the party executing such counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and agree to be bound hereby as of the aforementioned Effective Date.

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____
Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

**FORTRESS SECURED, LLC, a Florida
limited liability company**

By: _____

Its: _____

Date: _____

Exhibit D

Site Access Agreement (Station 22)

SITE ACCESS AGREEMENT
(STATION 22)

THIS AGREEMENT is made and entered into by and between CLAY COUNTY, (the “County”), a political subdivision of the State of Florida, and FORTRESS SECURED, LLC (“Developer”), a Florida limited liability company, effective March 12, 2024 (“Effective Date”).

WHEREAS, in August 2023, Developer submitted to the Board of County Commissioners of Clay County, Florida (the “Board”) its Unsolicited Proposal for a Public Private Partnership (P3) to Build 2 Fire Stations in Clay County, dated August 8, 2023 (the “Proposal”); and

WHEREAS, the Proposal includes potential development work to construct and deliver fire stations (the “Stations”) on real property located at Old Jennings Road and Brannan Mill Boulevard, Middleburg, Clay County, Florida, parcel number 29-04-25-008064-006-00 (the “Station 1 Property”), and at County Road 220 and Arena Road, Fleming Island, Clay County, Florida, parcel number 31-04-26013185-001-00 (the “Station 22 Property”), which parcels are presently owned by the County; and

WHEREAS, in accordance with Section 255.065, Florida Statutes, the County published notice of the Proposal and issued Request for Proposal 22/23-095 (“RFP”) to solicit competing proposals; and

WHEREAS, Developer responded to the RFP and on January 9, 2024, the Board accepted staff’s evaluation and awarded the RFP to Developer; and

WHEREAS, the County and Developer have entered into an Interim Agreement effective March 12, 2024 (the “Interim Agreement”), which contemplates that the County will provide Developer access to the Station 22 Property for the purpose of conducting surveys, inspections, analyses, soil tests, environmental assessments and tests, appraisals, engineering reports, market feasibility studies, operational audits and other investigations of the Station 22 Property reasonably required to advance the Proposal to fruition (the “Inspections”); and

WHEREAS, the County and Developer are presently negotiating a comprehensive agreement to provide for the development, construction and delivery of the Stations; and

WHEREAS, the County and Developer desire to enter into this Agreement setting forth the terms and conditions upon which Developer may access the Station 22 Property for purposes of conducting the Inspections relevant to the on-going negotiations.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and for other valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by the parties, it is agreed as follows:

1. Defined Terms. Unless provided otherwise herein, capitalized terms used in this Agreement shall have the same meanings ascribed to such terms in the Proposal. By reference, the Proposal is incorporated herein and made a part hereof.

2. Term of Agreement. The term of this Agreement shall commence on the Effective Date and, unless otherwise extended by written amendment of this Agreement signed by both parties, shall terminate on the earliest of the following dates: (a) the date Developer delivers written notice to the County that it has completed the Inspections and removed from the Station 22 Property all equipment, machinery, supplies, materials, waste and debris used or produced in the conduct of the Inspections, (b) the date on which the County delivers written notice to Developer that the County is terminating the Interim Agreement, regardless of whether such termination is for cause or for convenience, and (c) one hundred twenty (120) days after the Effective Date.
3. Access for Inspections. During the Inspection Period, the County shall allow Developer (and Developer's contractors and representatives) to have such access to the Station 22 Property as is reasonable and necessary for Developer to timely perform its Inspections. The "Inspection Period" shall be for a term of one hundred twenty (120) days from the Effective Date. For purposes hereof, the term "Inspections" means and includes (without limitation) the following: conducting and (or) obtaining surveys, physical inspections, analyses, soil tests, environmental assessments and tests, appraisals, engineering site plans and reports, market feasibility studies, operational audits and such other inspections and investigations as Developer may deem appropriate to evaluate the condition of the Station 22 Property and its suitability for Developer's intended purposes.
4. Liability of the County. The County shall have no obligation or liability for any loss or damage (whether arising due to theft, casualty or otherwise) to any property of Developer or any property of Developer's contractors or representatives upon the Station 22 Property. In that regard, Developer shall maintain such policies of personal property and contents insurance as Developer deems sufficient for such purposes. Developer hereby fully releases the County from any claims Developer may have, now or in the future, of any type or nature for any liability or damage to any property of Developer occurring during the term of this Agreement, and Developer indemnifies the County against any claims by third parties involved with or affected by the Inspections. Notwithstanding the foregoing, Developer shall not be responsible or liable for any act or omission of the County or its agents, representatives, employees, contractors, subcontractors or consultants, any preexisting conditions, or any losses arising out of the discovery or disclosure of the Station 22 Property's condition. To the extent any indemnification by the County may be construed under this 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, or modification to, the County's sovereign immunity protections. Notwithstanding the foregoing, Developer shall not be responsible or liable for any losses, costs or damages (or attorneys' fees) that arise solely and directly from the gross negligence or intentional misconduct of the County, its employees, contractors and agents.
5. Compliance with Law. Developer shall not keep or store trucks, tractors, bulldozers or other vehicles or construction equipment upon the Station 22 Property, except in areas expressly designated or approved by the County for such purposes. Developer shall

maintain the Station 22 Property in clean and safe condition and will not allow trash or debris to accumulate thereon. Developer shall not permit any unsafe condition to be created or to exist upon the Station 22 Property by reason of or in connection with the Inspections or the presence of any of Developer's representatives, contractors or invitees on the Station 22 Property. Developer shall not store or use any petroleum, chemicals or other substances upon the Station 22 Property in violation of any applicable environmental laws.

6. Utility Services. Developer shall have the right to access utility easement areas for purposes of locating surface and underground utility, stormwater, communication, cable, fiber and information technology installations. Developer shall make all arrangements with utility service providers and owners of underground installations as necessary for performance of research and survey activities relating to utility installations, including coordinating with the County with respect to compliance with Chapter 556, Florida Statutes (Sunshine State One-Call notification). All activities by Developer shall be conducted in a manner consistent with utility company requirements and good industry practice and avoid the interruption, curtailment or suspension of utility service to the County and buildings in the vicinity of the Station 22 Property.
7. Inspection Documents. All research and survey activities are conditioned upon Developer providing to the County, upon the County's written request, copies of all reports, studies, test results, surveys, maps, drawings, diagrams and other product prepared by Developer or its consultants or consultants in connection with the Inspection activities ("Work Product") and granting to the County the non-exclusive, royalty free, cost free, non-expiring and assignable right to use Work Product for purposes relating to the ownership, lease, occupancy, use, development, improvement, operation, maintenance, alteration and repair of the Station 22 Property and improvements thereon. All such Work Product shall be fully paid for by Developer and be free and clear of any lien, charge, security interest and claim. Developer shall provide to the County one electronic copy and one hard copy of each item of Work Product prepared by Developer or affiliates, consultants and contractors. All Work Product shall be provided AS-IS, WHERE-IS and without representation or warranty of any kind whatsoever.
8. Liens. Developer shall not cause or permit any lien to be placed upon the Station 22 Property, including, without limitation, any lien in favor of any person providing labor or materials in connection with any of the Inspections. If any liens or claims, or orders for the payment of money, shall be filed against the Station 22 Property, or any improvements thereon, by reason of any changes, alterations or additions made or alleged to have been made by or for Developer, Developer shall promptly cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Developer, and shall also defend on behalf of the County, at Developer's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such liens, claims or orders, and Developer will pay any damage and satisfactorily discharge any judgment entered therein, and save harmless the County from any claim, attorney fees or damage therefrom.

If any lien (including, without limitation, any construction lien), claim, or order for payment of money, shall be filed against the Station 22 Property, or on any improvements thereon, by reason of or arising out of the Inspections, and the same shall not be removed by Developer within thirty (30) days after written notice given by the County, then the County shall have the right to remove same by payment or otherwise, and all sums expended by the County for such removal, including attorney fees, shall be paid by Developer to the County upon demand.

Developer shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work or work claim of any contractor, mechanic, materialmen, or supplier of labor, or materials supplied, which might be or become a lien or encumbrance, or a charge upon the Station 22 Property, and Developer shall not suffer any other matter or thing whereby the estate, right, or interest of the County in the Station 22 Property might be encumbered or impaired. Upon the termination of this Agreement, Developer shall cause any outstanding notices of commencement affecting the Station 22 Property to be terminated of record.

9. Restoration. Before the termination of this Agreement, Developer shall, upon request by the County and at Developer's sole cost and expense, remove all of Developer's property and improvements from the Station 22 Property and restore the Station 22 Property as nearly as possible to the same condition as it was in prior to the Effective Date of this Agreement, reasonable wear and tear excepted.
10. Governing Law. This Agreement shall be governed by Florida law.
11. Attorneys' Fees. If either party takes any action to enforce this Agreement, then the prevailing party to such action may recover from the other all of such prevailing party's costs incurred in bringing or defending such action, as the case may be, including (without limitation) attorneys' fees, court costs and costs of appeals. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.
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**CLAY COUNTY, a political subdivision of the
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By: _____
Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

**FORTRESS SECURED, LLC, a Florida
limited liability company**

By: _____

Its: _____

Date: _____


Exhibit E
Floor Plan


E-1

FIRST FLOOR AREA: ±16,062 SF




Exhibit F
Fire Station Design Standards


Approvals		Fire Station/Training Facility Design Standards			
		Updated	3.8.23		
CSI Masterformat Division			FF&E LIST	Budget Code	Review Meeting Notes
	<u>Design Standard- Customer Contract Review Document by Division</u>				
	This exhibit is intended to provide clarification of what is included in the standard Fortress Secured, Fire Station Prototype. The 1st section provides an overall project summary of the spaces provided. The 2nd section provides detailed descriptions of the individual scopes of work broken down into the Construction Masterformat Divisions. The 3rd Section lists questions to be answered by the customer and the 4th Section lists the items typically provided by the customer.				
	1. <u>Overall Project Summary</u>				
	Fire Station/Training Facility Site				
	Site Circulation will be project specific and dependent on the building and site size. Drive through apparatus bay's will be utilized as allowed by the site geometry.				
	Site paving will be constructed of rigid concrete paving approximately 60' at front and rear of bays. Asphalt paving for parking, drive lanes.				
	Parking will be provided to meet state and local codes				
	Security- The site will be strategically fenced to provide the necessary safety and security for the firefighters and will include a perimeter black vinyl chain link fence with access controlled gates for first responder vehicles and personnel gates at sidewalks.				
	One (1) 30' tall, flagpole with up lighting will be provided in the front of the property. Power will be provided to base for lighting				
	Dumpster enclosure with black vinyl chain link gates will be provided. Privacy slats in the chain link fence will be provided as required by local codes.				
	Landscaping, irrigation, site lighting, striping and DOT signage will be provided as required by code.				
	An allowance will be provided for traffic signalization.				
	Interior Spaces Provided- Room quantity as per prototype design				
	Lobby with public restroom & Treatment Area	0			
	Training Room or community room	0			
	Storage Rooms with stainless steel shelving	0			
	Officer's Quarters with Restroom	0			
	Officer's Administrative Office	0			
	Mechanical, Electrical, and IT Rooms	0			
	Bunk Rooms- to accommodate bed, lockers,& desk	0			
	Personnel Bathrooms- equipped with built-in-place shower, shower curtain, towel hooks, water closet, lavatory, and mirror. Shower slab to be recessed for a flush tile floor design and positive drainage	0			
	Airlocks from Living Quarters to the Apparatus Bay	0			
	Reports Room- P-lam countertops area provided for administrative work	0			
	Kitchen/ Dining Area with stainless steel counters and shelving. Commercial grade Range and hood system, dishwasher and sink	0			
	Exercise Room/ Gym with 1" Rubber Flooring	0			
	Living Quarters Laundry Room	0			
	Covered Patio adjacent to the Day Room/ Kitchen Area	0			
	Hot Zone Spaces Provided				
	Apparatus Bay	0			
	EMS Rooms are optional and will be priced per sf	0			
	SCBA (Self Contained Breathing Apparatus) Room	0			
	Bunker Gear Room	0			
	Decon Room	0			
	Storage Room	0			
Initials	Treatment rooms are optional and will be priced per Square foot	0			
	2. <u>Scopes of Work Broken Down into the Construction Masterformat Divisions</u>				
	<u>Division 1- General Requirements</u>			<u>01 10 00</u>	


Approvals	<div><div></div><div>Fire Station/Training Facility Design Standards</div></div>				
		Updated	3.8.23		
	CSI Masterformat Division		FF&E LIST	Budget Code	Review Meeting Notes
Initials	Portable toilets and hand wash stations			01 52 19	
	Private party inspections			01 45 33	
	Temporary power and water for the jobsite and construction trailers until TCO			01 51 13,01 51 36	
	The cost to bring internet fiber-optics or T-1 from the offsite connection point into the building MDF Room is By the Customer			01 51 33	
	Division 2- Existing Conditions and Demo			02 00 00	
Initials	This is to be defined on a per project basis				
	Construction Dumpsters.			02 42 00	
	Fortress will include asbestos survey and assessments in order to determine true costs of demolition.			02 26 23	
	Division 3- Concrete			03 00 00	
Initials	Foundation Construction, per Geo Report and civil engineer drawings			03 06 00	
	Slab on grade- Apparatus Bay slab on grade thickness to be determined by structural engineer and dependent on equipment used.			03 06 30.19	
	Exterior concrete paving thickness structural engineer with joint sealant used in construction and contraction joints			03 06 30.19	
	Sidewalks are 4' wide or 5' for ADA ramps and tactile warning pads provided at handicap parking stalls.			32 16 23	
	Dumpster Pad- 6" dumpster pad			03 06 30.19	
	Where required by project location, provide cast in place pedestals for generator and outdoor HVAC units			03 06 30.19	
	Division 4- Masonry			04 00 00	
Initials	The building structure to be constructed of load bearing CMU or approved equal and finished with painted stucco coating on the building exterior.			04 22 00, 09 24 23	
	Exposed interior CMU to be coated with block fill paint and selected color as the top coat.			04 22 00,	
	Perimeter CMU in the Living quarters will be furred out with applicable metal studs and drywall.			04 22 00, 090 29 00,	
	Dumpster Enclosure to be constructed of standard CMU or approved equal			09 22 16.13 04 22 00,	
	Division 5- Structural Steel			05 00 00	
Initials	Stairs to be metal pan stairs with treads infilled with concrete			05 51 00	
	Stair guardrails will be aluminum system attached to the walls to meet all ADA requirements.			05 52 00	
	All visible steel to be painted			09 00 00	
	Bollards to be installed in sleeves embedded into concrete and covered with PVC jackets. Provide bollards to protect the edges of Apparatus Bay truck openings, around the electrical transformer and behind dumpsters in the dumpster enclosure. Number of Bollards are Dictated by site and need.			32 39 13	
	Mezzanine storage if needed over "dirty rooms" will be priced based on program and accessibility.			03 11 13	
	Division 6- Millwork			06 22 00	
Initials	Custom Built Casework in the kitchen is commercial grade stainless steel construction with stainless steel countertops.			12 36 16	
	Kitchen- kitchen island with commercial grade stainless steel cabinet and large single compartment sink, base and stainless steel flat shelving on the Kitchen perimeter wall and 3' wide x 8' tall stainless steel shelving in the pantry next to refrigerators. Kitchen island size in proportion to kitchen size. Upper and lower perimeter Shelving are standard depth. See Division 12 for/ FF&E list for details on kitchen equipment provided.			06 41 93, 10 56 13, 10 56 29, 11 44 13	
	Laundry Room- 2'6" wide x 8' tall stainless steel shelving, front loading washer and dryer with 5' stainless steel counter top over the washer and dryer shelving dimensions will be determined after room size is finalized.			10 56 13	
	All upper shelving are 42" height with standard 12" depth			10 56 13	
	If space allows it, we will install a utility sink in the Laundry room.			22 42 16	
	Division 07- Roofing			07 00 00	


Approvals	 <div>Fire Station/Training Facility Design Standards Updated 3.8.23</div>				
	CSI Masterformat Division		FF&E LIST	Budget Code	Review Meeting Notes
Initials	Commercial rated TPO/PVC roof system with R-value provided to meet minimum code requirements			07 00 00, 07 13 00, 07 13 54,03 52 13, 05 33 00, 07 21 13	
Initials	Standing seam aluminum metal roof- .032"(20 Gauge) painted Kynar finish or equal with 20 year warranty, to be installed over roof underlayment on plywood sheathing. Color to be selected from manufacturers standard color to be determined during design development. Manufacturers standard details to be used in the roof system and gutter and downspout system provided.			07 15 00	
	Roof to have a dedicated outlet available on TPO roof only			26 00 00	
	Roof to have a dedicated spigot for maintenance available on TPO roof only			01 89 19	
	Roof to have a dedicated maintenance light available on TPO roof only			26 06 50	
	Division 8- Doors Hardware and Windows			08 00 00	
	Exterior Personnel Doors				
	Main entry doors to be aluminum storefront doors with impact glass			08 40 00	
	Exterior doors other than the main entry are to be hollow metal frames with hollow metal doors. Glazing impact rating to be determined by code. Glazing to be less than 100 square inches per door.			08 40 00	
	4 Access control card readers to be provided at main entry, rear entry,and two Apparatus Bay Doors. All other doors to be standard lock and key hardware.			08 74 00	
	Overhead Doors				
	Apparatus Bay doors are to be a minimum of 14'-2"W x 14'-0"H, insulated, Electric motor operating, overhead coiling doors with 2 rows of vision slats starting at 5'-6". Overhead door and hood colors to be standard manufacturers color grey or tan.			08 11 69	
	If weight Room is connected to the exterior, door to be 8' W x 7'H standard speed, insulated, overhead coiling door with no vision slats. Cut in Rain lip at bottom of door to remove water			08 11 69	
	6'W x 7' H, non-insulated, manually operated overhead coiling doors to be provided in front of the refrigerator/ panty in the kitchen. Each refrigerator/ pantry combination is specific to the shift and these doors will secure the refrigerator/ pantry. Doors to have key lock			08 11 69	
	Interior Doors				
	Interior door frames are light gray prefinished door metal frames			08 12 13	
	Interior doors to be clear solid birch wood door with natural clear finish with. Door closers to be added at points of access/entry/apparatus bay/exit.			08 14 29	
	If Admin office is required doors will have a narrow lite (narrow piece of glass) to look inside the opposing room to be less than 100 square interior			08 14 29	
	Bunk Room, Janitors' Closets, Storage, Restrooms, Electrical, Mechanical, IT and any other non-occupied rooms will have flush doors (doors with no glass)			08 14 29	
	Non-rated interior corridor doors to have half-lite glass. Doors in vestibules and corridors.			08 14 29	
	Rated doors providing passage into the Living Quarters from the Apparatus Bay to be wood doors with narrow lite fire glass			08 14 29	
	Apparatus Bay doors not providing passage into the Living Quarters are to be hollow metal. Rooms that may be occupied such as Mechanics Shop, Bunker Gear Room, SCBA Room, Decon Room to have a narrow lite. Storage, Decon Shower, and Medical Storage Rooms to have flush doors.			08 34 00	
	All door stops to be floor mounted, not wall mounted.				
	Door Hardware- the section describes the door hardware function of each room type			08 71 00	
	Occupied Rooms- Bunk Rooms, Admin Offices, etc.... Locking or unlocking these doors can be done with a thumb latch on the room interior and with a key from the corridor side.			08 71 00	
	Unoccupied Rooms- Janitors Closet, Storage, Electrical, Mechanical, IT and any other non-occupied rooms will have a storeroom lock function where a key is needed for entry each time.			08 71 00	
	Restrooms- Restrooms will be normally unlocked at all times of non-occupancy. The hardware type will be an operational handle and deadbolt with occupied indicator designation on the handle. When the deadbolt is locked, it will retract with the use of the lever. The exterior lockset will also have a key function to unlock the door in case of an emergency.			08 71 00	
	For keying schedule, a grand master key to be provided, stand alone key for the Records Room and Test Supply Room (if applicable) and should be able to access Staff Restrooms, and Storage Rooms. (See Keying Schedule Exhibit XX)			08 71 00	
	Access Controlled Doors- See Division 28, Low Voltage for access control specifics				
				08 74 13	
	Door and Hardware Items to be confirmed by the Customer				
	Confirm keying schedule - standard keying schedule to be reviewed by customer. Fortress Secured will not provide cross keying.				
Initials	Confirm any specific requirement for key type to match other facilities			08 71 00	


Approvals	<div><div>Fire Station/Training Facility Design Standards</div><div>Updated3.8.23</div></div>				
	CSI Masterformat Division		FF&E LIST	Budget Code	Review Meeting Notes
	Division 8- Glass & Glazing			08 00 00	
Initials	Windows are non-operable, impact rated			08 50 00	
	Window Louvers if applicable- Non-operable, standard aluminum to match window frames			08 91 00	
	Division 9 Finishes- Painting			09 00 00	
	Exterior				
	Building stucco to be painted with elastomeric exterior grade paint per the colors specified in the project finish schedule. Spray with backroll required			09 01 90	
	Dumpster enclosure walls to be painted to match the building			09 01 90	
	Colors specified in project finish schedule				
	Interior				
	Standard interior wall paint is Sherwin Williams super paint, satin finish, and Promar 200 flat, latex for ceilings.			09 01 90	
	Corridors painted with single color floor to ceiling			09 01 90	
	Restrooms painted to match primary corridor color- Pro industrial epoxy eggshell.			09 01 90	
	Exterior hollow metal door frames and doors to be painted the same color to match the wall in which they are installed. The same color to be used on the interior face of the doors and frames. Pro industrial Urethane semi gloss			09 01 90	
				09 01 90	
Initials	Painting colors as per Fortress standard finish board			09 01 90	
	Division 9 Finishes- Flooring and Wall Finishes			09 00 00	
	Polished Concrete, LVT, Epoxy, or Carpet Tiles with rubber base in all living areas			03 35 43	
	Weight room to receive 1" rolled sheet rubber flooring.			09 65 16.33	
	Sealed Concrete Floors				
	To be used in the Apparatus Bay and all areas accessed from the Bay including, Mechanics Shop, Storage Room, Bunker Gear Room, Tank Room, Shower Decon, and Decon Room. Rubber Base is not required in these rooms			03 33 00	
	Tile				
	12" x 24" Ceramic tile to be used for shower floors			09 30 13	
	All bathroom wall tile will 12" x 12" and be floor to ceiling			09 30 13	
	Schluter strips to be used on the exposed outer and top edges of tile walls when they do not terminate perpendicularly into another wall			09 30 13	
	All shower wall tile to be no smaller than 12"x12"'''				
	6mm Ram flex flooring with transition strips to all dissimilar flooring/ surfaces at thresholds. Standard color options to the right			09 30 13	
				09 30 13	
Initials	Flooring Items to be confirmed by the Customer				
	Weight Room floor to 1" Rolled sheet rubber- Color to be black- rubber floor is raised 1" not installed flush to Hallway entrance.			09 65 16.33	
	Floor tile- color			09 30 13	
Initials	Wall tile- color			09 30 13	
	Division 9 Finishes- Walls, Ceilings & Insulation			09 00 00	
	Walls				
	1/2' Type-X GWB (Gypsum Wall Board) to be used throughout the living quarters at a level 4 finish.			09 20 00	
	In wall blocking to be provided for upper millwork cabinets, ADA grab bars, TV's, wall clocks,and stair railing			09 21 16	
	Ceilings				
	ACT tile ceilings in all living areas areas unless requested. Apparatus bay and equipment rooms to be open.				

Approvals	<div><div>Fire Station/Training Facility Design Standards</div><div>Updated 3.8.23</div></div>				
	CSI Masterformat Division		FF&E LIST	Budget Code	Review Meeting Notes
	Options for ceilings: Open ceiling Dry fall down to wall- all equipment, ductwork trusses and deck to be painted black semi-gloss.			09 54 00	
	Options for ceilings: Gypsum wall board ceilings to be used in bathrooms, dorm rooms, day room, and weight room, moisture resistant in bathrooms			09 56 13	
	Apparatus Bay Ceilings to be open joist truss system. Dry fall painted black semi-gloss,down to the wall.			09 54 00	
	Insulation				
	Standard batt insulation to be used in partition walls up to the bottom of roof trusses				
	Spray in foam insulation to be used under metal roof deck only, enclosed by gypsum board ceilings			07 21 29	
	Fi-foil facing insulation to be used on perimeter vertical surfaces above the extents of metal framed walls with batt insulation			07 21 53	
Initials	Acoustic batt insulation to be placed on the ceilings of the Dorm Rooms 4' out on either side of demising Dorm Room partition walls			09 81 00	
	Division 10- Specialties			<u>10 00 00</u>	
	Accessories				
	ADA grab bars, ADA mirrors, robe hook, 18" towel holder, corner shelf, soap, paper towel and toilet paper dispensers provided in bathrooms			10 28 00	
	Flag Poles				
	1 (one) 30' tall flag pole and uplight embedded into the concrete to illuminate the flag. One (1) uplight per flagpole provided			10 75 00	
	Flag poles are brushed aluminum with lockable halyard cleat cover.			10 75 00	
	Flagpoles base sleeve is embedded into the concrete sidewalk			10 75 00	
	If a 3 pole is requested, an additional charge will be placed.				
	Fire Extinguishers and Cabinets			10 44 13	
	Fire extinguishers to be provided in semi-recessed wall cabinets throughout the building to meet the code requirement.			10 44 13	
	Wall Clocks			12 46 19	
	Wireless 14" , battery powered, self setting atomic wall clocks provide in Reports Room, 2 in Apparatus Bay, Officers Office, Day Room, and Training Room, one clock per room			12 46 19	
	Lockers			10 51 13	
	Part of the FF&E Schedule			10 51 13	
	Canopies- 1 provided at main entry, shall have a standing seam roof. any additional canopies will be priced as per submitted SF #			10 73 16	
	Black out window treatments provided in bunk rooms.				
	Corner Guards- 48" brushed aluminum or brushed stainless steel (2" x 2")				
				10 26 13	
	Division 10- Signage				
	(One) Fire Station/Training Facility Name and House number or Logo on the building, logo file provided electronically By the Customer. Sign location to be project specific and constructed of mounted acrylic letters. Fortress will provide 1 power source to location of exterior sign			10 14 00	
	Exterior building signage limited to 150 SF total or what is mandated by local municipality.			10 14 00	
	All appropriate traffic, parking, and directional signage needed on site.			10 14 53	
	All interior signage, with Braille, per code requirements, identifying stairwells, exits, room numbers, administration space, etc.			10 14 67	
	Division 10 Signage Items to be confirmed by the Customer			10 14 00	
Initials	Confirm location of building sign				
Initials	Colors for interior building signs				
	Division 11- Equipment			<u>11 00 00</u>	
Initials	Refer to FF&E List for equipment provided under the FF&E allowance			11 20 00	

Approvals	<div><div>Fortress SECURED</div></div> <div>Fire Station/Training Facility Design Standards</div> <div>Updated3.8.23</div>				
	CSI Masterformat Division		FF&E LIST	Budget Code	Review Meeting Notes
	Division 21- Fire Suppression			21 00 00	
Initials	Ordinary hazard wet pipe sprinkler system will be provided per NFPA 13 and to meet all applicable codes and requirements of the AHJ (Authority Having Jurisdiction)			21 10 00	
	Exposed and painted Fire Suppression pipes and Sprinkler heads in open ceiling concept.			21 13 00	
	Division 22- Plumbing			22 00 00	
	Domestic Water & Fixtures				
	Showers to be built in place tile showers no less than 12"x 12". Recess shower floors so the finished bathroom and shower floors are flush.			09 30 13	
	Water closets to be mounted on carrier systems with manual flush valves			33 01 10.53	
	Lavatories to have manual faucets			22 41 39	
	Laundry room to be provided with washer and dryer hookups and floor mop sink			11 20 00	
	Eye wash station and single sink in Treatment Room with floor drain.			22 45 16	
	2 banks of natural gas, tank water heaters will serve the Living Quarters and Hot Side fixtures respectively. Provide recirculation pumps to dorm water heaters only. Re-circ pump not required to hot zone fixtures			22 33 00	
	Single compartment kitchen sink with garbage disposal located in the kitchen island			22 42 16	
	Pot filler at kitchen range			22 42 00	
	Double water fountains with a bottle filler on the low fountain			22 47 00	
	Freeze proof recessed hose bibs provided on any exterior connections			22 00 00	
	Cold water hook up for ice machine			22 00 00	
	Hot and cold water to Decon Room Washer and Dryer			22 00 00	
	Provide access panels for all shut off valves when located in gypsum wall board ceilings and walls where cleanouts are			08 31 16	
	Trap primers provided where dictated by code			22 00 00	
	1 internal and 2 exterior hose bibs 3/4" water connections with 100' wall mounted hose reels and hoses , locations to be determined by final plans			22 00 00	
	Floor drains in all bathrooms.				
	In- Wall Shut off water valve for every bathrooms.				
	Sanitary System				
	Floor drains provided in Showers, Mechanics, Treatment (in front of eye wash station), Decon, Bunker Gear, and Tank Rooms			22 13 00	
	Trench drains to be provided in the Apparatus Bay under each truck position. Trench drains must be tied to an O/W separator installed on the building exterior downstream of the sanitary connection			22 13 00	
	Natural Gas				
	If it's available, Natural gas piping provided to water heaters, Decon Room dryer, standard dryer in Laundry, kitchen range, and stub out for gas grill on the covered porch			33 52 16.13	
	42" gas range connection located across from the sink on the kitchen wall			11 44 13	
	Propane Gas				
	Provide concrete pad for propane				
	Tank size will be determined through equipment needs and purchased or leased by owner				
	Compressed Air			40 12 00	
	See FF&E list for specifics on the Air Compressor				
	Transair piping will delivery air from the air compressor to all air outlets				
Initials	50' ceiling mounted compressed air hose reels installed in Apparatus Bay, 2 per truck position, forward and aft				
	Division 23- HVAC			23 00 00	
	Code required Mechanical system to be provided in all areas except the apparatus bay.				
	Mini-split systems to be provided to cool Data and Electrical Rooms. Condensate drains from split systems to be routed to the nearest mop sink			23 73 13	

Approvals		Fire Station/Training Facility Design Standards Updated 3.8.23			
	CSI Masterformat Division		FF&E LIST	Budget Code	Review Meeting Notes
Initials	Separate HVAC zones include Dorm Rooms, Weight Room, Day Room, Front Area (Lobby, Training, Treatment) Officer Area (Office, bathroom and Dorm) and support spaces (bathrooms, Laundry, Reports, Mechanics Shop).			23 30 00	
	Dryer and exhaust vents to be rigid sheet metal ducts			23 35 00	
	Range hood provided by mechanical subcontractor with. See FF&E list for Hood specifics			23 38 13.16	
	Co2 sensors to be located in the Apparatus Bay			28 40 00	
	Provide access panels for all exhaust fans when located in gypsum wall board ceilings			08 31 00	
	Air exchange system in the apparatus bay			23 00 00	
	Direct Source Capture Systems are not included. Specialized Equipment Allowance provided for this equipment.				
	Division 26- Electrical			26 00 00	
Initials	Site				
	See FF&E List for Specifics on Generator. Generator to have manual transfer switch (confirm manual or automatic)			26 32 00	
	Site lighting on direct burial concrete poles			26 56 00	
	Conduit to the property line for primary power and communications provider			26 56 00	
	Power and data conduit to motorized gate keypad, card reader and power to gate operator			28 05 07	
	1 exterior receptacle on each of the 4 building sides and one adjacent to the Lobby door, one at Roof			28 05 07	
	Power			26 00 00	
	See FF&E list for specific power to all equipment				
	Receptacles in the exterior soffit at the building corners for Holiday lighting				
	Lightning protection system			26 41 00	
	NEMA-6, 50A receptacle on either side of the Apparatus Bay				
	45', GFCI 20A, 120V, ceiling mounted extension cord reel at the front and aft of each truck position				
	Power to all Apparatus Bay overhead doors. OH door operator buttons to be placed in the Apparatus Bay, adjacent to the main airlock				
	Power to two TV's in the Training Room, one TV in officers dorm, and Day Room				
	4 receptacles provided in Dorm Rooms				
	All receptacles or low voltage back boxes in interior/exterior walls to be recessed				
	Lighting and Fixtures			26 50 00	
	All light fixtures are LED			26 51 19	
	Bunk rooms- standard is for 2 can lights, if minucipality dictates red light system, we will accomidate for system needs. Alert red and white ramped lighting system in Dorm Rooms and Hallways. Provide trip light relay circuit to override local occupancy light switch in hallways in the event of an alarm that activates the ramped red and white light system			26 52 13.13	
	Ceiling fans electrical connections in dorms, gym, and Training Room, Day Room.				
	Connection and blocking subtable for a "big ass fan" system			23 34 39	
	Recessed can LED lights mounted in the exterior soffit around the building perimeter at the corners and spaced evenly every 25'			26 51 19	
	LED Recessed can lights used in Dorms, Kitchen, Day Room and Weight Room			26 51 19	
	Day Room and Kitchen lighting to be dimmable			26 51 19	
	Standard lighting switching to be used in Dorm Rooms. Ceiling mounted occupancy switching utilized in all other rooms and hallways			26 51 19	
	14" Surface mounted LED high bay fixtures in Apparatus Bay. High bay fixtures to be interlocked with overhead door operators so anytime the OH doors are opened, the high bay lights turn on automatically			26 51 19	
	Up light on flagpole				
	Power supplied to exterior wall at signage location				
	Provide motion activated lighting to the 4 corners of the Apparatus Bay			23 09 23.21	
		Division 28- Low Voltage (Fire Alarm, Voice/ Data, paging, CCTV, Intruder Alarm, Access Control)			28 00 00
Initials	Fire Alarm			28 46 00	
	Code required fire alarm system utilizing automated voice evacuation will be utilized.				
	Main FACP (Fire Alarm Control Panel) will be mounted in the IT Room				
	Remote FACP will be mounted in the Lobby Area				
	Provide FA shut down relay for ceiling fans in Apparatus Bay, Weight, Day, and Training Rooms				

Approvals	<div><div></div><div>Fire Station/Training Facility Design Standards</div></div>					
	Updated		3.8.23			
	CSI Masterformat Division		FF&E LIST	Budget Code	Review Meeting Notes	
Initials	Provide CO2 sensors in Hot Zone interlocked with exhaust fans to enable automatic exhaust fan operation when high level CO2 is detected					
	Voice and Data			27 00 00		
	Data/ Communications system is VOIP (voice over internet protocol) Fortress to provide Cat 6 Drop in each bunk room, report room, officer's rooms, day room, gym.					
	Fortress Secured standard is to provide 3/4" plywood and punch down all drops ready to receive a patch panel and racks. UPS is By the Customer					
	Cat 6 cables to all data drops					
	Data drops include, 1 per Dorm Room, 12 in Records Room (4 each for two FSAS computers), 3 in Training Room, 2 in Day and Weight Room, 6 in Apparatus Bay, one on exterior sign.					
	Apparatus Bay drop as follows- 2 @ 15' AFF for LCD Call out Display, all others @ 5' AFF to be above work surfaces					
	All data boxes to be recessed in interior walls					
	Paging			27 51 13		
	Paging system will be installed as provided by the municipalities FF&E schedule & allowance. Design of the system will included in the FF&E allowance.					
	CCTV			28 21 00		
	CCTV camera system will provide interior and exterior building coverage and be remotely accessible via devices connected to the internet.					
	Exterior cameras as strategically placed on building corners to cover the building perimeter and all building entrances					
	Fortress to provide a maximum of 16 drops per location. Additional drops will be extra cost as determined by design					
	Interior cameras provide coverage to the front door Lobby, and on both sides of each engineer parked in the Apparatus Bay					
	Intruder Alarm			28 30 00		
	Door contact will be provided on all exterior doors and with the alarm set, will alarm when opened					
	Main control panel to be provided in the Reception Area					
	Access Control			28 10 00		
	4 Access control units to be provided at the main Lobby entrance, and two apparatus bay doors					
	Provide "RING" Doorbell system at the main Lobby Entrance					
	Customer Low Voltage Responsibilities					
	Fire Alarm- Establish monitoring company account to monitor fire alarm and intruder alarm system					
	Voice and Data Network Active Gear					
	Minimum of 3 "POTS" lines for the fire alarm and security system for backup.					
	All active network gear, phones, WAPS, projectors, TV's, Monitors, UPS system					
	Establish account for internet and phone service					
	Customer is responsible for paying engineering and infrastructure cost to bring horizontal backbone cabling from offsite into the building demark/ Data Room.					
	Provide patch panel cables to connect Active Network Gear to Patch Panels					
	Conduit stub ups are installed to provide a raceways from the ceiling space through the wall cavity to the faceplate. Above the ceiling, all LV cable is plenum rated and supported by J 'hooks mounted to the walls					
	Establish monitoring					
	Intruder Alarm- Establish monitoring company account to monitor fire alarm system					
	Division 32- Sitework			32 00 00		
	Stormwater Conveyance					
	All stormwater will convey to an onsite retention pond or as dictated by local/state regulations.					
	Conveyance design and methods vary by site and include sheet flow over grade and collection inlets into an underground system that flows to the onsite					

Approvals		Fire Station/Training Facility Design Standards Updated	3.8.23			
	CSI Masterformat Division			FF&E LIST	Budget Code	Review Meeting Notes
Initials	Retention ponds will be fenced and with a maintenance access gate and will be sodded with Bahia sod from the top of pond bank to the bottom of the slope.					
	Sanitary Sewer Sanitary sewer design varies by site and mains will gravity flow to the property line. Life Station is not included if needed.				33 30 00	
	Propane tank area and pad- connections					
	Water Domestic and Fire water systems will be provided. Each system will have its own backflow preventer and entry point into the building through the riser room The domestic system will serve all plumbing fixtures and the fire system is dedicated to the fire protection system				33 10 00	
	Paving Site paving will consist of a combination of rigid concrete and asphalt. Provide curb cuts in curbing where landscape maintenance access gates are provided				32 13 00 32 13 13	
	Sidewalks Sidewalks are 4' wide unless in areas where ADA accessibility is needed, then Sidewalks will be 5' wide. Sidewalks reinforced with fiber mesh or welded wire mesh ADA ramps with tactile warning pads as required by code				32 16 23	
	<u>Division 32- Exterior Improvements (Landscape, Irrigation, Fencing)</u>				32 30 00	
Initials	Landscaping Landscaping will be designed to meet the requirements of the local authority having jurisdiction All disturbed areas will either be seeded with Bahai seed, sodded with Bahai sod or mulched with pine bark mulch or similar.				32 90 00 32 92 00	
	Fencing Fencing will be provided around the back portion of the property and will return into the building corners Standard fencing is 6', black vinyl coated chain link fence, 8-gauge total thickness with top rail and bottom tension wire Motorized slide gates or bi-parting gates will be used to open the drive aisles Keypad controlled- Walk gates will be provided on the sidewalk adjacent to the motor operated drive aisle gate If project calls for a pond or retainage area, an 8' gate will be provided for access for lawn maintenance.				32 31 00	
	<u>3. Items Furnished and Installed by the Customer</u>					
Initials	Accounts to be set up by Customer Power- to be taken over by the customer upon receipt of Temporary Certificate of Occupancy Monitoring service for fire alarm and intruder alarm Landscape Maintenance- to commence upon completion of Landscaping HVAC Maintenance Contract- to commence upon receipt of Certificate of Occupancy Any water meter fees Builders Risk and Builders Risk Deductible Any Permitting, Impact, or Concurrency Fees The cost of applications, deposits and fees associated with establishing permanent accounts with the utility and internet service providers If temporary station is set up, customer will be in charge of moving utilities to temp location Propane Service					
	Division 28- Low Voltage Scope and Equipment Provided By the Customer Fire Alarm- Establish monitoring company account to monitor fire alarm system					



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE: 2/16/2024

FROM: Administrative & Contractual
Services

SUBJECT:

Approval to post Notice of Intent to Award Bid No. 23/24-041, Document Scanning Services to ImageStoreHouse, LLC at the unit costs provided in the bid submittal as needed. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source: Various

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This bid provides document scanning services to be utilized by all departments as needed. Bidder will be responsible for converting hard copy documents into digital files and creating associated index files. Bidders calculated their total bid cost using a reference quantity shown in the bid, no quantities are guaranteed by the County. Quantities were for reference only. ImageStoreHouse, LLC provided the lowest unit price on majority of the line items. ImageStoreHouse is the current provider of these services.

877 Suppliers were notified

35 Suppliers downloaded the Request for bids

5 Bids were received

2 No Bids were received

Pursuant to Chapter 5, Section C of the Purchasing Policy, the County Manager is authorized to approve and execute the agreement on behalf of the Board following Board approval of the award.

If Yes, Was the item budgeted

(Yes\No\N/A):

Yes

Account No: Various

Advanced Payment

(Yes\No):

No


Public Hearing Required (Yes\No):

No

Initiated By:

N/A

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Memo - bid backup	Cover Memo	3/6/2024	Bid_Backup_Bid_No._2324-041ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	3/5/2024 - 12:54 PM	Item Pushed to Agenda



BID RECOMMENDATION FORM

TITLE:

Bid No. 23/24-041, Document Scanning Services

DATE OF RECOMMENDATION:

February 27, 2024

BIDDERS

Advanced Data Solutions, Inc.

DataSavers, Inc.

ImageStoreHouse, LLC

Redishred Acquisition, Inc. DBA Proshred Security

Ricoh USA, Inc.

BID TOTAL

FUNDING SOURCE: Various - SC531000

RECOMMENDATION:

Staff recommends to award the bid to ImageStoreHouse, LLC at the unit costs provided in the bid submittal as needed. Bidders calculated their Total Bid cost using a reference quantity shown in the bid, but quantities are guaranteed by the County. Quantities were for reference only. ImageStoreHouse was cumulatively less expensive for the County on a line item, per unit basis.

If only one Bid is received, state reason why accepted and not rebidding:

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:

Dean Hane

Karen Thomas

Donna Fish

SIGNATURE:

Dean Hane

Digitally signed by Dean Hane
Date: 2024.02.27 14:18:25 -05'00'

BID TABULATION FORM

RFB: 23/24-041

Date:

February 13, 2024Proj: **Document Scanning Services**

Time Open:

9:00 AM

Ad: Clay Today, January 18, 2024

Time Close:

9:03 AM

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		Addendum	Bid Total
1	Advanced Data Solutions, Inc.	Yes	\$21,791.00
2	DataSavers, Inc.	Yes	\$317,836.50
3	ImageStoreHouse, LLC	Yes	\$23,795.50
4	Redishred Acqusition Inc DBA Proshred Security	Yes	\$195,624.75
5	Ricoh USA, Inc.	Yes	\$66,835.95
6	Sator Sports, Inc.		NO BID
7	Unipak Corp.		NO BID
8			
9			
10			
11			
12			



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

EVALUATION TABULATION
RFB No. 23/24-041
Document Scanning Services
RESPONSE DEADLINE: February 12, 2024 at 4:00 pm

LOW
HIGH

Selected	Line Item	Description	Quantity	Unit of Measure	Advanced Data Solutions, Inc		DataSavers Inc		ImageStoreHouse, LLC		Redishred Acquisition Inc DBA Proshred Security		Ricoh USA, Inc	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	8x11 B/W Scan	60000	Each	\$0.07	\$4,200.00	\$0.05	\$3,000.00	\$0.04	\$2,400.00	\$0.0737	\$4,422.00	\$0.1614	\$9,684.00
X	2	8x11 Color Scan	10000	Each	\$0.10	\$1,000.00	\$0.05	\$500.00	\$0.04	\$400.00	\$0.0737	\$737.00	\$0.2371	\$2,371.00
X	3	11x17 B/W Scan	20000	Each	\$0.105	\$2,100.00	\$0.055	\$1,100.00	\$0.04	\$800.00	\$0.0737	\$1,474.00	\$0.1614	\$3,228.00
X	4	11x17 Color Scan	2500	Each	\$0.15	\$375.00	\$0.055	\$137.50	\$0.04	\$100.00	\$0.0737	\$184.25	\$0.2371	\$592.75
X	5	24x26 B/W Scan	10000	Each	\$0.62	\$6,200.00	\$0.45	\$4,500.00	\$0.40	\$4,000.00	\$1.75	\$17,500.00	\$1.0889	\$10,889.00
X	6	24x26 Color Scan	1000	Each	\$0.85	\$850.00	\$0.47	\$470.00	\$0.40	\$400.00	\$1.75	\$1,750.00	\$3.1789	\$3,178.90
X	7	36x44 B/W Scan	2000	Each	\$0.65	\$1,300.00	\$0.45	\$900.00	\$0.40	\$800.00	\$1.75	\$3,500.00	\$1.0889	\$2,177.80

EVALUATION TABULATION
RFB No. 23/24-041
Document Scanning Services

Selected	Line Item	Description	Quantity	Unit of Measure	Advanced Data Solutions, Inc		DataSavers Inc		ImageStoreHouse, LLC		Redishred Acquisition Inc DBA Proshred Security		Ricoh USA, Inc	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	8	36x44 Color Scan	200	Each	\$0.95	\$190.00	\$0.47	\$94.00	\$0.40	\$80.00	\$1.75	\$350.00	\$3.1789	\$635.78
X	9	Pickup and Return per Trip	100	Each	\$0.00	\$0.00	\$25.00	\$2,500.00	\$0.00	\$0.00	\$750.00	\$75,000.00	\$0.00	\$0.00
X	10	Indexing of file (per page)	900000	Each	\$0.005	\$4,500.00	\$0.33	\$297,000.00	\$0.01	\$9,000.00	\$0.0185	\$16,650.00	\$0.00	\$0.00
X	11	Maintenance of Files for Searching and Backup	1000000	Each	\$0.00	\$0.00	\$0.0005	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
X	12	Repair of damaged documents to make scan ready. Removal of staples, taping of edges, etc.	15000	Each	\$0.00	\$0.00	\$0.03	\$450.00	\$0.02	\$300.00	\$0.0185	\$277.50	\$0.5882	\$8,823.00
X	13	Scanning of damaged documents (major damage)	5000	Each	\$0.20	\$1,000.00	\$0.08	\$400.00	\$0.00	\$0.00	\$10.00	\$50,000.00	\$0.5882	\$2,941.00

EVALUATION TABULATION
RFB No. 23/24-041
Document Scanning Services

Selected	Line Item	Description	Quantity	Unit of Measure	Advanced Data Solutions, Inc		DataSavers Inc		ImageStoreHouse, LLC		Redishred Acquisition Inc DBA Proshred Security		Ricoh USA, Inc	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	14	Administrative tasks such as boxing documents, merging documents, creating indexing cover sheets, research. (Cost per Hour)	250	Each	\$0.00	\$0.00	\$25.00	\$6,250.00	\$22.00	\$5,500.00	\$35.00	\$8,750.00	\$88.825	\$22,206.25
X	15	Microfilm image preparation	100	Each	\$0.50	\$50.00	\$0.05	\$5.00	\$0.02	\$2.00	\$150.00	\$15,000.00	\$0.0178	\$1.78
X	16	Optical Character Recognition (OCR) scanning services	1000	Each	\$0.01	\$10.00	\$0.01	\$10.00	\$0.01	\$10.00	\$0.00	\$0.00	\$0.0116	\$11.60
X	17	Shredding of Documents (per box)	1	Each	\$6.00	\$6.00	\$5.00	\$5.00	\$3.50	\$3.50	\$5.00	\$5.00	\$6.27	\$6.27
X	18	Vendor site storage and access fees of scanned documents.	1	Each	\$10.00	\$10.00	\$15.00	\$15.00	\$0.00	\$0.00	\$25.00	\$25.00	\$88.825	\$88.825



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-041

Document Scanning Services

RESPONSE DEADLINE: February 12, 2024 at 4:00 pm

Advanced Data Solutions, Inc Response

CONTACT INFORMATION

Company:

Advanced Data Solutions, Inc

Email:

jcivale@adsus.net

Contact:

John Civale

Address:

141 Scarlet Blvd
Oldsmar, FL 34677

Phone:

(954) 553-4009

Website:

N/A

Submission Date:

Feb 12, 2024 11:16 AM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 12, 2024 8:28 AM by John Civalé

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	8x11 B/W Scan	60,000	Each	\$0.07	\$4,200.00
2	8x11 Color Scan	10,000	Each	\$0.10	\$1,000.00
3	11x17 B/W Scan	20,000	Each	\$0.105	\$2,100.00
4	11x17 Color Scan	2,500	Each	\$0.15	\$375.00
5	24x26 B/W Scan	10,000	Each	\$0.62	\$6,200.00
6	24x26 Color Scan	1,000	Each	\$0.85	\$850.00
7	36x44 B/W Scan	2,000	Each	\$0.65	\$1,300.00
8	36x44 Color Scan	200	Each	\$0.95	\$190.00
9	Pickup and Return per Trip	100	Each	\$0.00	\$0.00
10	Indexing of file (per page)	900,000	Each	\$0.005	\$4,500.00
11	Maintenance of Files for Searching and Backup	1,000,000	Each	\$0.00	\$0.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Repair of damaged documents to make scan ready. Removal of staples, taping of edges, etc.	15,000	Each	\$0.00	\$0.00
13	Scanning of damaged documents (major damage)	5,000	Each	\$0.20	\$1,000.00
14	Administrative tasks such as boxing documents, merging documents, creating indexing cover sheets, research. (Cost per Hour)	250	Each	\$0.00	\$0.00
15	Microfilm image preparation	100	Each	\$0.50	\$50.00
16	Optical Character Recognition (OCR) scanning services	1,000	Each	\$0.01	\$10.00
17	Shredding of Documents (per box)	1	Each	\$6.00	\$6.00
18	Vendor site storage and access fees of scanned documents.	1	Each	\$10.00	\$10.00
TOTAL					\$21,791.00



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-041

Document Scanning Services

RESPONSE DEADLINE: February 12, 2024 at 4:00 pm

DataSavers Inc Response

CONTACT INFORMATION

Company:

DataSavers Inc

Email:

mlombardi@datasaversfl.com

Contact:

Michael Lombardi

Address:

888 Suemac Rd
Jacksonville, FL 32254

Phone:

(904) 786-5749

Website:

www.datasaversusa.com

Submission Date:

Feb 7, 2024 4:40 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 7, 2024 4:34 PM by Michael Lombardi

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	8x11 B/W Scan	60,000	Each	\$0.05	\$3,000.00
2	8x11 Color Scan	10,000	Each	\$0.05	\$500.00
3	11x17 B/W Scan	20,000	Each	\$0.055	\$1,100.00
4	11x17 Color Scan	2,500	Each	\$0.055	\$137.50
5	24x26 B/W Scan	10,000	Each	\$0.45	\$4,500.00
6	24x26 Color Scan	1,000	Each	\$0.47	\$470.00
7	36x44 B/W Scan	2,000	Each	\$0.45	\$900.00
8	36x44 Color Scan	200	Each	\$0.47	\$94.00
9	Pickup and Return per Trip	100	Each	\$25.00	\$2,500.00
10	Indexing of file (per page)	900,000	Each	\$0.33	\$297,000.00
11	Maintenance of Files for Searching and Backup	1,000,000	Each	\$0.0005	\$500.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Repair of damaged documents to make scan ready. Removal of staples, taping of edges, etc.	15,000	Each	\$0.03	\$450.00
13	Scanning of damaged documents (major damage)	5,000	Each	\$0.08	\$400.00
14	Administrative tasks such as boxing documents, merging documents, creating indexing cover sheets, research. (Cost per Hour)	250	Each	\$25.00	\$6,250.00
15	Microfilm image preparation	100	Each	\$0.05	\$5.00
16	Optical Character Recognition (OCR) scanning services	1,000	Each	\$0.01	\$10.00
17	Shredding of Documents (per box)	1	Each	\$5.00	\$5.00
18	Vendor site storage and access fees of scanned documents.	1	Each	\$15.00	\$15.00
TOTAL					\$317,836.50



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-041

Document Scanning Services

RESPONSE DEADLINE: February 12, 2024 at 4:00 pm

ImageStoreHouse, LLc Response

CONTACT INFORMATION

Company:

ImageStoreHouse, LLc

Email:

rirawdah@imagestorehouse.com

Contact:

Rami Rawdah

Address:

8131 Baymeadows Circle west
Suite 202
Jacksonville, FL 32256

Phone:

(904) 607-4355

Website:

Imagestorehouse.com

Submission Date:

Feb 12, 2024 11:38 AM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 8, 2024 2:05 PM by Rami Rawdah

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	8x11 B/W Scan	60,000	Each	\$0.04	\$2,400.00
2	8x11 Color Scan	10,000	Each	\$0.04	\$400.00
3	11x17 B/W Scan	20,000	Each	\$0.04	\$800.00
4	11x17 Color Scan	2,500	Each	\$0.04	\$100.00
5	24x26 B/W Scan	10,000	Each	\$0.40	\$4,000.00
6	24x26 Color Scan	1,000	Each	\$0.40	\$400.00
7	36x44 B/W Scan	2,000	Each	\$0.40	\$800.00
8	36x44 Color Scan	200	Each	\$0.40	\$80.00
9	Pickup and Return per Trip	100	Each	\$0.00	\$0.00
10	Indexing of file (per page)	900,000	Each	\$0.01	\$9,000.00
11	Maintenance of Files for Searching and Backup	1,000,000	Each	\$0.00	\$0.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Repair of damaged documents to make scan ready. Removal of staples, taping of edges, etc.	15,000	Each	\$0.02	\$300.00
13	Scanning of damaged documents (major damage)	5,000	Each	\$0.00	\$0.00
14	Administrative tasks such as boxing documents, merging documents, creating indexing cover sheets, research. (Cost per Hour)	250	Each	\$22.00	\$5,500.00
15	Microfilm image preparation	100	Each	\$0.02	\$2.00
16	Optical Character Recognition (OCR) scanning services	1,000	Each	\$0.01	\$10.00
17	Shredding of Documents (per box)	1	Each	\$3.50	\$3.50
18	Vendor site storage and access fees of scanned documents.	1	Each	\$0.00	\$0.00
TOTAL					\$23,795.50



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-041

Document Scanning Services

RESPONSE DEADLINE: February 12, 2024 at 4:00 pm

Redishred Acquisition Inc DBA Proshred Security Response

CONTACT INFORMATION

Company:

Redishred Acquisition Inc DBA Proshred Security

Email:

neha.mehta@proshred.com

Contact:

Neha Mehta

Address:

6067 Corporate Dr.
East Syracuse, NY 13057

Phone:

(866) 379-5028 Ext: 1124

Website:

<https://www.proshred.com/>

Submission Date:

Feb 12, 2024 12:49 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 8, 2024 3:45 PM by Neha Mehta

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	8x11 B/W Scan	60,000	Each	\$0.0737	\$4,422.00
2	8x11 Color Scan	10,000	Each	\$0.0737	\$737.00
3	11x17 B/W Scan	20,000	Each	\$0.0737	\$1,474.00
4	11x17 Color Scan	2,500	Each	\$0.0737	\$184.25
5	24x26 B/W Scan	10,000	Each	\$1.75	\$17,500.00
6	24x26 Color Scan	1,000	Each	\$1.75	\$1,750.00
7	36x44 B/W Scan	2,000	Each	\$1.75	\$3,500.00
8	36x44 Color Scan	200	Each	\$1.75	\$350.00
9	Pickup and Return per Trip	100	Each	\$750.00	\$75,000.00
10	Indexing of file (per page)	900,000	Each	\$0.0185	\$16,650.00
11	Maintenance of Files for Searching and Backup	1,000,000	Each	\$0.00	\$0.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Repair of damaged documents to make scan ready. Removal of staples, taping of edges, etc.	15,000	Each	\$0.0185	\$277.50
13	Scanning of damaged documents (major damage)	5,000	Each	\$10.00	\$50,000.00
14	Administrative tasks such as boxing documents, merging documents, creating indexing cover sheets, research. (Cost per Hour)	250	Each	\$35.00	\$8,750.00
15	Microfilm image preparation	100	Each	\$150.00	\$15,000.00
16	Optical Character Recognition (OCR) scanning services	1,000	Each	\$0.00	\$0.00
17	Shredding of Documents (per box)	1	Each	\$5.00	\$5.00
18	Vendor site storage and access fees of scanned documents.	1	Each	\$25.00	\$25.00
TOTAL					\$195,624.75



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-041

[Document Scanning Services](#)

RESPONSE DEADLINE: February 12, 2024 at 4:00 pm

Ricoh USA, Inc Response

CONTACT INFORMATION

Company:

Ricoh USA, Inc

Email:

amy.stouffer@ricoh-usa.com

Contact:

Amy Stouffer

Address:

300 Eagleview Boulevard
Suite 200
Exton, PA 19341

Phone:

(615) 477-3436

Website:

N/A

Submission Date:

Feb 12, 2024 2:55 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 12, 2024 9:29 AM by Amy Stouffer

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	8x11 B/W Scan	60,000	Each	\$0.1614	\$9,684.00
2	8x11 Color Scan	10,000	Each	\$0.2371	\$2,371.00
3	11x17 B/W Scan	20,000	Each	\$0.1614	\$3,228.00
4	11x17 Color Scan	2,500	Each	\$0.2371	\$592.75
5	24x26 B/W Scan	10,000	Each	\$1.0889	\$10,889.00
6	24x26 Color Scan	1,000	Each	\$3.1789	\$3,178.90
7	36x44 B/W Scan	2,000	Each	\$1.0889	\$2,177.80
8	36x44 Color Scan	200	Each	\$3.1789	\$635.78
9	Pickup and Return per Trip	100	Each	\$0.00	\$0.00
10	Indexing of file (per page)	900,000	Each	\$0.00	\$0.00
11	Maintenance of Files for Searching and Backup	1,000,000	Each	\$0.00	\$0.00

RESPONSE DOCUMENT REPORT
RFB No. 23/24-041
Document Scanning Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Repair of damaged documents to make scan ready. Removal of staples, taping of edges, etc.	15,000	Each	\$0.5882	\$8,823.00
13	Scanning of damaged documents (major damage)	5,000	Each	\$0.5882	\$2,941.00
14	Administrative tasks such as boxing documents, merging documents, creating indexing cover sheets, research. (Cost per Hour)	250	Each	\$88.825	\$22,206.25
15	Microfilm image preparation	100	Each	\$0.0178	\$1.78
16	Optical Character Recognition (OCR) scanning services	1,000	Each	\$0.0116	\$11.60
17	Shredding of Documents (per box)	1	Each	\$6.27	\$6.27
18	Vendor site storage and access fees of scanned documents.	1	Each	\$88.825	\$88.825
TOTAL					\$66,835.955



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-041

[Document Scanning Services](#)

RESPONSE DEADLINE: February 12, 2024 at 4:00 pm

Sator Sports, Inc Response

CONTACT INFORMATION

Company:

Sator Sports, Inc

Email:

reyna@satorsports.com

Contact:

Reyna Lagunas

Address:

1455 W. 139TH ST.
Gardena, CA 90249

Phone:

N/A

Website:

www.satorsoccer.com

Submission Date:

Jan 24, 2024 11:29 AM

"No Bid" submitted on Jan 24, 2024 11:29 AM for the following reason:

We do not offer the products or services sought



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-041

Document Scanning Services

RESPONSE DEADLINE: February 12, 2024 at 4:00 pm

Unipak Corp. Response

CONTACT INFORMATION

Company:

Unipak Corp.

Email:

customercare@unipakcorp.net

Contact:

Brian Marcus

Address:

PO Box 332

West Long Branch, NJ 07764

Phone:

(888) 808-5120

Website:

www.unipakcorp.com

Submission Date:

Jan 23, 2024 3:39 PM

"No Bid" submitted on Jan 23, 2024 3:39 PM for the following reason:
unable at the present time



INVITATION FOR BID

23/24-041

DOCUMENT SCANNING SERVICES

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: January 18, 2024

LAST DATE FOR INQUIRIES: February 1, 2024, 4:00 pm

BID DUE: February 12, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/claycounty>

1. Scope of Work

1.1. Purpose

Clay County is soliciting sealed bids from qualified and experienced Bidders to provide Document Scanning Services to be utilized by all departments within Clay County. The selected Bidder will be responsible for converting hard copy documents into digital files and creating associated index files.

1.2. Scope of Services

The Document Scanning Services include but are not limited to scanning, file folder naming, indexing, shredding or packing re-assembly, distribution, and storage of files.

Conversion of hard copy documents into a digital file (PDF format) and creation of associated index files consistent with the following requirements.

1. Scanning:

- Conversion of hard copy documents into digital files (PDF format) in both black and white and color.
- Deliverables in PDF format with appropriate labeling and indexing.
- Bidder will prep all documents for scanning including the removal of staples, paper clips, rubber bands, and other binding methods.
- All documents will be scanned to scale (i.e. if printed out will match the original document within 1% margin of error).
- Scanning at a minimum of 300 dpi, maintaining scale accuracy within a 1% margin of error. Contractor to ensure that if pages must be rotated, they are to open at 100%.
- All black and white documents will be scanned as black only. Documents in color shall be scanned in color.
- All stapled originals will be scanned as one file with multiple pages.
- Blank pages will not be scanned.
- Post-it type notes will be removed and scanned separately preceding the actual page.
- Multi-copy forms will not be separated. Only one copy will be scanned.
- Accuracy at a minimum rate of 95% is required. Bidder is required to rotate images as necessary for improved searchable accuracy.
- Deliverables will be in the form of a labeled SFTP (Secure File Transfer Protocol). All images will include a checksum to ensure integrity of file. FTP (File Transfer Protocol) site should be able to be connected from any common FTP software. Bidder shall work with the county

MIS division to ensure selected method of transfer functions as intended. All usernames will be coordinated with the MIS division.

- All electronic media made by the Bidder must be kept accountable and under reasonable security to prevent unauthorized release or access. All duplicated media shall be purged, degaussed or securely overwritten and any printouts and non-erasable media shall be returned to Clay County.
- All materials will be picked up and/or returned directly by the Bidder. Materials will not be picked-up and/or returned using an overnight via a third-party (i.e. FedEx, UPS, courier service, etc.). The Bidder shall take all necessary precautions to ensure against loss of materials and reproducibles at any time while in the Bidder's possession. Proper control and handling must be maintained at all times to prevent any information required to produce the product ordered under these specifications from falling into unauthorized hands. Unless otherwise indicated herein, all extra copies, materials, waste, etc., must be destroyed at the Bidder's secured facility. Bidder will be required to show proof of identification at time of pick-up and delivery.
- All originals should be returned to Clay County for verification and destruction. Under no circumstances should the originals be destroyed by the scanning company unless authorized by the County.
- All scanning\indexing must be done at the designated bidder's facility and cannot be subcontracted without the County's permission.

2. File Folder Naming

- Each individual file folder and its specific coordinating documents will be named accordingly. This should include some kind of agreed upon identifier for each box scanned.

3. Indexing Requirements

- The Contractor will create a JSON file with indexing information.
- The JSON file schema will be made available on request.
- Each file will have an MD5 hash included in the JSON file to ensure error free transmission.
- File folders and coordinating documents named with an agreed identifier.

4. Packing Re-assembly Requirements

- The furnished originals will be re-boxed and re-packed in the order received and returned in the original container. If requested by Department, documents are to be shredded.

5. Distribution

- Pickup and delivery of hardcopies to designated department contact.

6. Confidentiality

- Bidder must certify that they are compliant with all Federal and State Regulations in regards to confidentiality of documents including HIPPA and Patient Protection and Affordable Care Act.

7. Storage of Files

- Bidder agrees to store digital files in an offsite storage facility as a backup to the County's internal system.
- The files should be searchable using a standard browser and be downloadable by approved staff.
- Documents should be stored for the life of the contract.

8. Location and Outsourcing

- All scanning and indexing shall be conducted within the United States.
- No outsourcing to third-party companies without Clay County's permission.

9. Pickup and Delivery

- Pick up will be considered per location (address). If multiple departments are at one address this will be considered one trip. Additional stops will be considered additional trips.

1.3. Work Days and Hours

Normal work hours are Monday through Friday, 8:00 a.m. to 4:30 p.m. unless approved by the County Project Manager or designee.

1.4. Contractor and Subcontractor Qualifications

1. All work will be performed in accordance with the most applicable state and local regulations.
2. The Bidder shall own or have full access to the appropriate personnel and equipment to complete the project requested.
3. The County reserves the right to approve all subcontractors for this contract. If subcontractors are to be utilized, the subcontractors must possess an active and valid license issued by the Florida Department of Business and Professional Regulation in the appropriate category. Sub-Contractors may be added during the contract period only with PRIOR WRITTEN PERMISSION from the County, and only for reasonable cause, as judged by the County. Responsibility for the performance of the contract remains with the main contractor exclusively.

1.5. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Bidder. This shall be immediately rectified by the Bidder at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Bidder until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

1.6. Payment

The Bidder may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed 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 Section 255.078, Florida Statutes.

1.7. Term

The contract period will be for an initial term of three (3) years with possibility for two (2) additional renewals of twelve months each.

1.8. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

1.9. Cancellation of Contract

If the awarded Bidder fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Bidder.

1.10. Additional Services

If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

2. Pricing Proposal

RFB requires a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.


Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	8x11 B/W Scan	60,000	Each		
2	8x11 Color Scan	10,000	Each		
3	11x17 B/W Scan	20,000	Each		
4	11x17 Color Scan	2,500	Each		
5	24x26 B/W Scan	10,000	Each		
6	24x26 Color Scan	1,000	Each		
7	36x44 B/W Scan	2,000	Each		
8	36x44 Color Scan	200	Each		
9	Pickup and Return per Trip	100	Each		
10	Indexing of file (per page)	900,000	Each		
11	Maintenance of Files for Searching and Backup	1,000,000	Each		
12	Repair of damaged documents to make scan ready. Removal of staples, taping of edges, etc.	15,000	Each		
13	Scanning of damaged documents (major damage)	5,000	Each		
14	Administrative tasks such as boxing documents, merging documents, creating indexing cover sheets, research. (Cost per Hour)	250	Each		
15	Microfilm image preparation	100	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Optical Character Recognition (OCR) scanning services	1,000	Each		
17	Shredding of Documents (per box)	1	Each		
18	Vendor site storage and access fees of scanned documents.	1	Each		
TOTAL					






Project View Count

811




Vendor Funnel

 Followers	26
 Downloaders	35
 Applicants	10
 No Bids	2
 Submissions	5

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
22nd Century Technologies, Inc.  <i>sledbids@tscti.com</i>	✓	✓			
ARC Document Solutions  <i>ramandeep.kaur@e-arc.com</i>		✓			
Ad Astra, Inc. <i>keith@ad-astrainc.com</i>		✓			
Advanced Data Solutions, Inc <i>jcivale@adsus.net</i>	✓	✓	✓		✓
Archer Key  <i>kevin@archer-key.com</i>	✓		✓		
BUSINESS SYSTEMS AND CONSULTANTS IN <i>jamesmassengale@bscsolutions.com</i>	✓	✓			
CDW-G  <i>paigpet@cdwg.com</i>		✓			
CFX Office Technology <i>jrvallone@cfl.rr.com</i>	✓	✓			
Carahsoft Technology Corporation  <i>sales@carahsoft.com</i>	✓	✓			
Catalis Courts & Land Records, LLC <i>proposals.courts@catalisgov.com</i>	✓	✓			

Cedar Grove Ventures LLC  No Reviews <i>sales@cedargrovetrees.com</i>	✓	✓			
DDTS Global Services <i>dstephens@ddtsservicesllc.com</i>		✓			
DataBank  No Reviews <i>rhernandez@databankimx.com</i>	✓	✓			
DataSavers Inc <i>mlombardi@datasaversfl.com</i>	✓		✓		✓
IC2 Solutions LLC <i>ic2businessllc@gmail.com</i>	✓	✓			
ImageStoreHouse, LLC <i>rirawdah@imagestorehouse.com</i>	✓	✓	✓		✓
Integrity Discovery Solutions Group LLC  No <i>tarbuckle@idsindy.net</i>		✓			
Kuinua Tech LLC  No Reviews <i>admin@kuinuatech.org</i>	✓	✓	✓		
Light Vibes Consulting <i>ivy@lightvibes.org</i>	✓	✓			
PRIDE Enterprises  4.5 <i>bids@pride-enterprises.org</i>	✓	✓			
Prime Vendor Inc.  No Reviews <i>primevendor124@gmail.com</i>		✓			
Property Insight <i>brian.oleary@propertyinsight.biz</i>	✓		✓		
Redishred Acquistion Inc DBA Proshred Securit <i>neha.mehta@proshred.com</i>	✓	✓	✓		✓
Ricoh USA, Inc <i>amy.stouffer@ricoh-usa.com</i>		✓	✓		✓
RideOut Elementary <i>district9056@myoneclay.net</i>		✓			
Rudra Enterprise LLC <i>rudraenterpriseusa@yahoo.com</i>	✓				
STAT Informatic Solutions <i>lisaf@statisluc.com</i>	✓	✓			
Sator Sports, Inc		✓	✓	✓	

reyna@satorsports.com					
Source Management  No Reviews sourcemanagement@deltek.com	✓	✓			
THWilson Bonds thwbonds@outlook.com		✓			
Tech Micro USA accounting@techmicrousa.com	✓	✓			
The Crowley Company bids@thecrowleycompany.com	✓	✓			
The clean Queen of Florida askthecleanqueen@gmail.com	✓				
Trinity Research and Consulting clauda@trinityresearchandconsulting.com	✓	✓			
Unipak Corp.  No Reviews customercare@unipakcorp.net			✓	✓	
VendorLink, LLC bids@evendorlink.com		✓			
ViaTRON Systems, Inc.  No Reviews gerwin@viatron.com	✓	✓			
Visual visualbidalerts@gmail.com		✓			
bidnet gbs@bidnet.com		✓			
eRepublic, Inc. mlamoreaux@erepublic.com		✓			
perfect image, inc eflem@pimage.com	✓	✓			



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Richard Smith, Director of
Engineering

SUBJECT: The staff has reviewed and recommends that the Board accept and approve the final plat of Creekview Trail Area 2 for recording.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The applicant is requesting that the Board accept the final plat of Creekview Trail Area 2 for recording. The plat consists of 62 lots and is located off of Henley Road, Green Cove Springs.

Is Funding Required (Yes/No):
No

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

Not Applicable

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

Planning Requirements:
Public Hearing Required (Yes/No):
No

Hearing Type:

Initiated By: Applicant

Greenpointe Developers

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Creekview Trail Area 2 Final Plat	Backup Material	3/8/2024	Creekview_Trail_Area_2_Final_Plat_BCC_Agenda.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	3/5/2024 - 4:01 PM	Item Pushed to Agenda

Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 1 OF 11 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND

CAPTION

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT 7 OF THE PLAT OF CREEKVIEW TRAIL – AREA 1, AS RECORDED IN PLAT BOOK ____, PAGES ____ THROUGH ____, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY; THENCE NORTH 88°59'40" EAST, ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2374, PAGE 885, OF SAID PUBLIC RECORDS, 1146.99 FEET; THENCE SOUTH 00°11'43" EAST, 122.86 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 12.11 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 00°29'54" WEST, 12.11 FEET; THENCE SOUTH 86°05'15" EAST, 72.74 FEET; THENCE NORTH 03°43'34" EAST, 59.72 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1500.00 FEET, AN ARC DISTANCE OF 102.66 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 01°45'55" EAST, 102.64 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°11'43" WEST, 10.31 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.95 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 44°26'27" EAST, 35.13 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1160.00 FEET, AN ARC DISTANCE OF 295.17 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 83°38'00" EAST, 294.38 FEET; THENCE SOUTH 26°11'53" WEST, 326.06 FEET; THENCE SOUTH 14°52'38" WEST, 374.78 FEET; THENCE SOUTH 89°45'55" WEST, 25.30 FEET; THENCE SOUTH 00°14'05" EAST, 370.80 FEET; THENCE SOUTH 89°25'48" WEST, 657.75 FEET; THENCE NORTH 48°43'26" WEST, 86.25 FEET; THENCE NORTH 90°00'00" WEST, 575.24 FEET; THENCE SOUTH 00°00'00" EAST, 130.81 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 50.66 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 18°22'09" EAST, 50.31 FEET, TO THE POINT OF TANGENCY OF SAID CURVATURE; THENCE SOUTH 06°45'34" EAST, 173.78 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1082.00 FEET, AN ARC DISTANCE OF 27.38 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 06°02'03" EAST, 27.38 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 05°18'33" EAST, 255.20 FEET; THENCE SOUTH 89°25'48" WEST, 162.07 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL "A", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4173, PAGE 490, OF SAID PUBLIC RECORDS; THENCE NORTH 00°12'59" WEST, ALONG LAST SAID LINE, 448.60 FEET, TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE SOUTH 88°56'50" WEST, ALONG LAST SAID LINE, 358.63 FEET, TO THE EASTERLY LINE OF LOT 54 OF SAID PLAT OF CREEKVIEW TRAIL – AREA 1; THENCE NORTHERLY, EASTERLY, NORTHEASTERLY, NORTHWESTERLY, AND SOUTHEASTERLY ALONG SAID LINE, RUN THE FOLLOWING THIRTY (30) COURSES AND DISTANCES: COURSE NO. 1: NORTH 12°25'04" WEST, 160.50 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; COURSE NO. 2: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 630.00 FEET, AN ARC DISTANCE OF 27.68 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 76°19'25" EAST, 27.68 FEET; COURSE NO. 3: NORTH 14°56'06" WEST, 60.00 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 4: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 570.00 FEET, AN ARC DISTANCE OF 162.88 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 66°52'43" EAST, 162.33 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5: NORTH 58°41'32" EAST, 30.40 FEET; COURSE NO. 6: NORTH 31°18'28" WEST, 15.00 FEET; COURSE NO. 7: NORTH 58°41'32" EAST, 25.99 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 8: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 57.25 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 17°41'29" EAST, 52.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 9: NORTH 23°18'34" WEST, 111.94 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 10: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 38.03 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 34°12'11" WEST, 37.80 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 11: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 9.69 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 43°33'17" WEST, 9.69 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 12: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 110.37 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 24°26'52" WEST, 108.64 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 13: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 36.79 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 33°14'04" WEST, 35.51 FEET; COURSE NO. 14: NORTH 30°24'49" EAST, 49.83 FEET; COURSE NO. 15: NORTH 12°14'29" EAST, 58.62 FEET; COURSE NO. 16: NORTH 12°43'55" EAST, 151.57 FEET; COURSE NO. 17: NORTH 56°41'25" EAST, 14.39 FEET; COURSE NO. 18: SOUTH 33°18'35" EAST, 0.87 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 19: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 80.08 FEET, AN ARC DISTANCE OF 45.03 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 17°12'03" EAST, 44.44 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 20: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 45.00 FEET, AN ARC DISTANCE OF 76.19 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 49°35'44" EAST, 67.41 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 21: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 137.51 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 84°58'03" EAST, 136.31 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 22: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 45.00 FEET, AN ARC DISTANCE OF 46.86 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF NORTH 78°19'44" EAST, 44.78 FEET; COURSE NO. 23: SOUTH 41°30'22" EAST, 32.40 FEET; COURSE NO. 24: NORTH 33°05'28" EAST, 76.65 FEET; COURSE NO. 25: NORTH 21°17'31" EAST, 78.11 FEET; COURSE NO. 26: NORTH 26°20'31" WEST, 23.95 FEET; COURSE NO. 27: NORTH 01°36'15" WEST, 47.51 FEET; COURSE NO. 28: NORTH 06°40'45" EAST, 43.06 FEET; COURSE NO. 29: NORTH 36°30'19" EAST, 33.89 FEET; COURSE NO. 30: NORTH 01°03'17" WEST, 57.53 FEET, TO THE POINT OF BEGINNING.

CONTAINING 39.45 ACRES, MORE OR LESS.

COUNTY COMMISSIONERS' APPROVAL

EXAMINED AND APPROVED THIS ____ DAY OF _____, A.D. 2024,
BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA.

JIM RENNINGER, CHAIRMAN

TARA S. GREEN, CLERK OF COURT AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN RECORDED IN PLAT BOOK _____, PAGES _____ OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA ON THIS ____ DAY OF _____, A.D. 2024.

TARA S. GREEN, CLERK OF COURT AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD

COUNTY ENGINEER APPROVAL

EXAMINED AND APPROVED THIS ____ DAY OF _____, A.D. 2024.

DIRECTOR OF ENGINEERING

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES APPROVAL

EXAMINED AND APPROVED THIS ____ DAY OF _____, A.D. 2024.

DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES

CERTIFICATE OF REVIEW BY SURVEYOR/MAPPER

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT THEY HAVE REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA, IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177.081(1), FLORIDA STATUTES, 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 _____, 2024.

RICK LEE MECKLENBURG
FLORIDA REGISTRATION LAND SURVEYOR NO. 5920
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

SURVEYOR'S CERTIFICATE

KNOW ALL YE MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED, AND WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF PART 1, CHAPTER 177 FLORIDA STATUTES. SIGNED AND SEALED THIS ____ DAY OF _____, 2024 A.D.

MICHAEL J. COLLIGAN
FLORIDA REGISTERED LAND SURVEYOR NO. 6788
CLARY AND ASSOCIATES
L.B. NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257



PLAT BOOK PAGE

SHEET 2 OF 11 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

SUBDIVISION IMPROVEMENT GUARANTEE:

AS A CONDITION PRECEDENT TO THE RECORDATION OF THIS PLAT IN THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT (THE "CDD") DOES HEREBY GUARANTEE TO EACH AND EVERY PERSON, FIRM, COPARTNERSHIP OR CORPORATION, THEIR HEIRS, SUCCESSORS AND ASSIGNS, WHO SHALL PURCHASE A LOT OR LOTS IN SAID SUBDIVISION FROM SAID OWNER THAT SAID OWNER SHALL WITHIN 24 MONTHS OF THE DATE OF ACCEPTANCE OF THE STREET AND DRAINAGE IMPROVEMENTS BY THE CDD THEREOF FULLY COMPLY WITH EACH AND EVERY REGULATION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, COVERING SUBDIVISIONS IN EFFECT AT THE TIME OF FILING OF THIS PLAT INsofar AS THE SAME AFFECTS A LOT OR LOTS SOLD. TIME OF PERFORMANCE BEING OF THE ESSENCE, SAID GUARANTEE SHALL BE DEEMED PART OF EACH DEED OF CONVEYANCE OR SALE COVERING LOTS SOLD IN SAID SUBDIVISION, EXECUTED BY SAID OWNER TO THE SAME EXTENT AND PURPOSE AS IF SAID GUARANTEE WERE INCORPORATED VERBATIM IN EACH SAID CONVEYANCE OR CONTRACT OF SALE.

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT
ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES

By: _____ Witness: _____
 Print Name: GREGG KERN Print Name: _____
 Title: VICE CHAIRMAN OF THE BOARD OF SUPERVISORS Witness: _____
 Print Name: _____

NOTARY FOR CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT

STATE: _____

COUNTY: _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2024, A.D., BY GREGG KERN, AS VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF CREEKVIEW COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE DISTRICT, ☐ WHO IS PERSONALLY KNOWN TO ME OR ☐ WHO HAS PRODUCED A _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME: _____
COMMISSION # _____
MY COMMISSION EXPIRES _____

MORTGAGEE'S CONSENT: DREAM FINDERS HOMES, LLC

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 4630, PAGE 868 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, ENCUMBERING A PORTION OF THE LANDS DESCRIBED IN THE CAPTION HEREON. THE UNDERSIGNED HEREBY JOINS AND CONSENTS TO THE DEDICATIONS BY THE OWNER OF THE LANDS DESCRIBED IN THE ADOPTION AND DEDICATION SECTION HEREIN AND AGREES THAT THE MORTGAGE DOCUMENTS SHALL BE SUBORDINATED TO SAID DEDICATIONS.

DREAM FINDERS HOMES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____ WITNESS: _____
NAME: _____ PRINT: _____
TITLE: _____ WITNESS: _____
PRINT: _____

NOTARY FOR DREAM FINDERS HOMES, LLC

STATE: _____
COUNTY: _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2024, A.D., BY _____, AS _____ OF DREAM FINDERS HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, ☐ WHO IS PERSONALLY KNOWN TO ME OR ☐ WHO HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
TYPE OR PRINT NAME: _____
COMMISSION # _____
MY COMMISSION EXPIRES _____

MORTGAGEE'S CONSENT: PULTE HOME COMPANY, LLC

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 4619, PAGE 1347 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, ENCUMBERING A PORTION OF THE LANDS DESCRIBED IN THE CAPTION HEREON. THE UNDERSIGNED HEREBY JOINS AND CONSENTS TO THE DEDICATIONS BY THE OWNER OF THE LANDS DESCRIBED IN THE ADOPTION AND DEDICATION SECTION HEREIN AND AGREES THAT THE MORTGAGE DOCUMENTS SHALL BE SUBORDINATED TO SAID DEDICATIONS.

PULTE HOME COMPANY, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____ WITNESS: _____
NAME: _____ PRINT: _____
TITLE: _____ WITNESS: _____
PRINT: _____

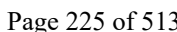
NOTARY FOR PULTE HOME COMPANY, LLC

STATE: _____
COUNTY: _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2024, A.D., BY _____, AS _____ OF _____ PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, [] WHO IS PERSONALLY KNOWN TO ME OR [] WHO HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
TYPE OR PRINT NAME: _____
COMMISSION # _____
MY COMMISSION EXPIRES _____

NOTARY PUBLIC, STATE OF FLORIDA
TYPE OR PRINT NAME: _____
COMMISSION # _____
MY COMMISSION EXPIRES _____

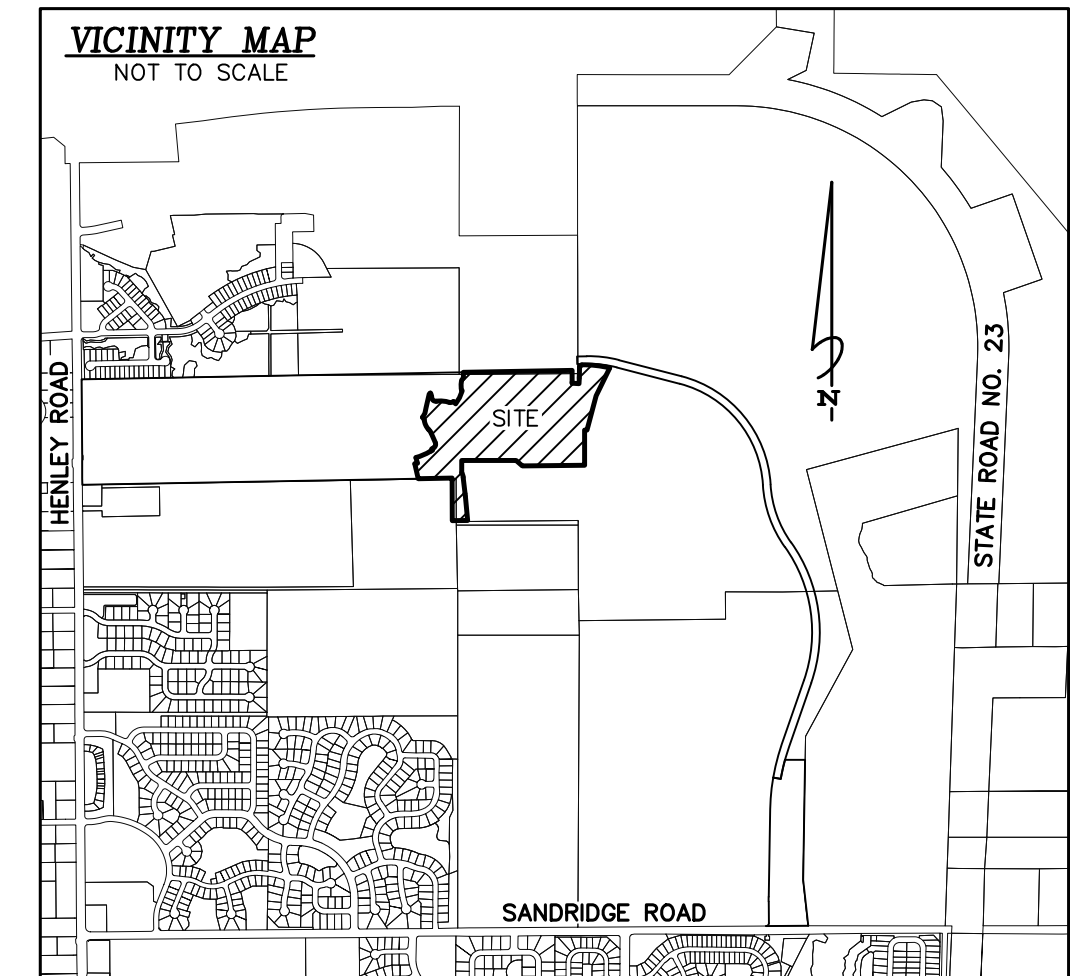
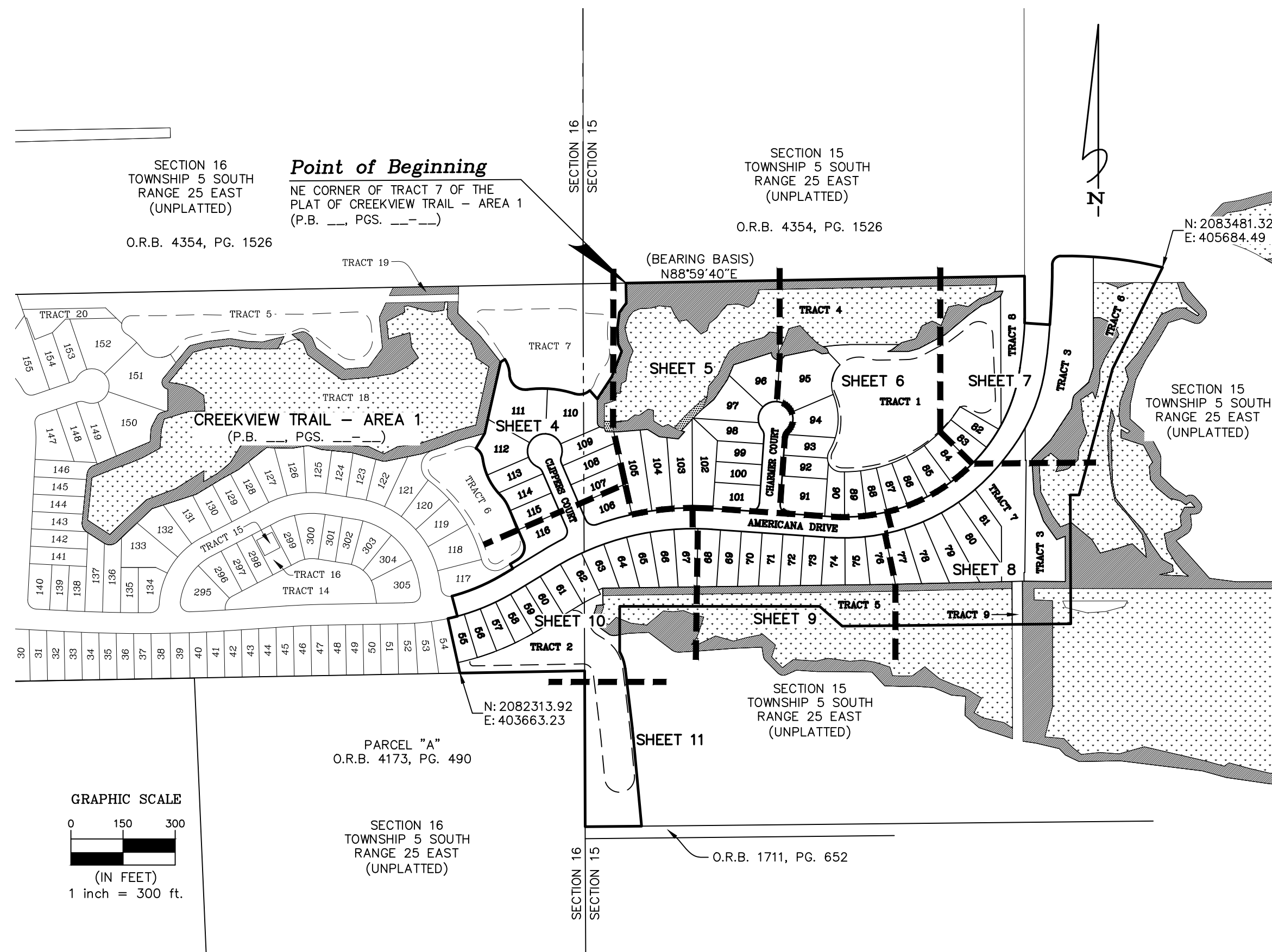


Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 3 OF 11 SHEETS
62 LOTS AND 9 TRACTS THIS PHASE



General Notes

1. BEARINGS SHOWN HEREON ARE BASED ON THE THE SW'LY LINE OF THOSE LANDS RECORDED (O.R.B. 2374, PAGE 885) AS N88°59'40"E PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983(2011).
2. N 2080588.350 E 417472.651 DENOTES COORDINATES REFERENCED DATUM FLORIDA EAST ZONE NAD 1983(2011) NGS ADJUSTMENT. (US FEET)
3. 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 THIS COUNTY. (FLORIDA STATUTE 177.091)
4. THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 12019C0170E, COMMUNITY NO. 120064, PANEL NO. 0170E, DATED MARCH 17, 2014. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
5. BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
6. THE TABULATED CURVE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
7. BUILDING RESTRICTION LINES ARE AS FOLLOWS:
MINIMUM FRONT SETBACK – 10' FOR FRONT PORCHES; 15' FOR FRONT FACADE;
20' FOR FRONT FACING GARAGES (SHOWN HEREON)
MINIMUM SIDE SETBACK – 5'
MINIMUM REAR SETBACK – 10'; 14' WITH REAR ALLEYS

8. 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.
9. 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 COUNTY UTILITY AUTHORITY SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY COUNTY UTILITY AUTHORITY'S FACILITIES.
10. WHERE A CLAY ELECTRIC COOPERATIVE, INC. EASEMENT CROSSES AN EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY 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.
11. WHETHER DEPICTED ON THE PLAT OR NOT, THE DEDICATOR/OWNER HEREBY GRANTS CLAY ELECTRIC COOPERATIVE, INC., AND CLAY COUNTY UTILITY AUTHORITY, A TEN FOOT (10') 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.
12. ALL WETLAND-UPLAND BUFFER AREAS SHOWN HERON ARE WHOLLY CONTAINED WITHIN THE TRACTS AS SHOWN ON SAID PLAT, AND THE CONTROL AND OWNERSHIP ARE RETAINED BY THE OWNER AS SHOWN HEREON.
13. THE LANDS SHOWN HEREON ARE SUBJECT TO THE FOLLOWING EASEMENTS:
30' CCUA EASEMENT O.R.B. 4220, PG. 884 (SHOWN)
GRANT OF EASEMENT O.R.B. 4553, PG. 150 (SHOWN)

LEGEND

O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG(S).	=	PAGES
NO.	=	NUMBER
P.C.	=	POINT OF CURVATURE
P.T.	=	POINT OF TANGENCY
P.C.C.	=	POINT OF COMPOUND CURVATURE
P.R.C.	=	POINT OF REVERSE CURVATURE
R	=	RADIUS
R.P.	=	RADIUS POINT
R/W	=	RIGHT OF WAY
(R)	=	LOT LINE RADIAL TO R/W
C	=	CENTERLINE
CEC	=	CLAY ELECTRIC COOPERATIVE
CCUA	=	CLAY COUNTY UTILITY AUTHORITY
D.E.	=	DRAINAGE EASEMENTS
U.A.E.	=	UNOBSTRUCTED ACCESS EASEMENT
U.M.&A.E.	=	UNOBSTRUCTED MAINTENANCE & ACCESS EASEMENT
ATB	=	APPROXIMATE TOP OF BANK
P.R.M.	=	PERMANENT REFERENCE MONUMENTS
P.C.P.	=	PERMANENT CONTROL POINTS
----	=	BUILDING SET BACK LINE
●	=	PERMANENT CONTROL POINT STAMPED P.C.P. LB 3731
⊠	=	4"x4" CONCRETE MONUMENT STAMPED P.R.M. LB 3731
○	=	5/8" REBAR WITH CAP "P.R.M. LB 3731"

	DENOTES UPLAND BUFFER
	DENOTES WETLANDS
	DENOTES UPLAND PRESERVATION AREA

FUTURE LAND USE: LA RF
ZONING: LA RF
AREA: 39.45 ACRES
NUMBER OF LOTS: 62
NUMBER OF TRACTS: 9

OWNER & DEVELOPER:
CREEKVIEW GP, LLC
ATTN: GRAYDON E. MIARS
7807 BAYMEADOWS ROAD EAST
SUITE 205
JACKSONVILLE, FLORIDA 32256

CIVIL ENGINEER:
ENGLAND-THIMS & MILLER, INC.
ATTN: CLINT BLALOCK
14775 OLD ST. AUGUSTINE ROAD
SUITE 102
JACKSONVILLE, FLORIDA 32258

SURVEYOR:
CLARY & ASSOCIATES, INC.
ATTN: JEFF STEINLE
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257

WATER AND SEWER PROVIDER:
CLAY COUNTY UTILITY AUTHORITY

ELECTRIC PROVIDER:
CLAY ELECTRIC COOPERATIVE, INC.



Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

SECTION 16
TOWNSHIP 5 SOUTH
RANGE 25 EAST
(UNPLATTED)

O.R.B. 4354, PG. 1526

Point of Beginning

NE CORNER OF TRACT 7 OF THE
PLAT OF CREEKVIEW TRAIL – AREA 1
(P.B. ___, PGS. ___-___)

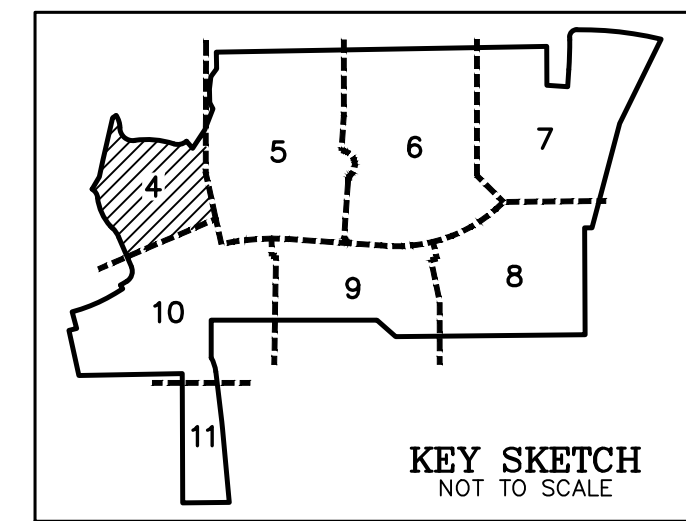
O.R.B. 4354, PG. 1526

PLAT BOOK

PAGE

SHEET 4 OF 11 SHEETS

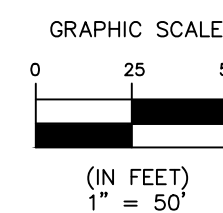
SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C10	100.00'	38.03'	21°47'12"	N34°12'11"W	37.80'
C11	180.00'	9.69'	3°05'01"	N43°33'17"W	9.69'
C12	180.00'	110.37'	35°07'49"	N24°26'52"W	108.64'
C13	40.00'	36.79'	52°42'14"	N33°14'04"W	35.51'
C14	80.08'	45.03'	32°13'03"	S17°12'03"E	44.44'
C15	45.00'	76.19'	97°00'25"	S49°35'44"E	67.41'
C16	300.00'	137.51'	26°15'47"	S84°58'03"E	136.31'
C17	45.00'	46.86'	59°40'12"	N78°19'44"E	44.78'
C113	25.00'	18.69'	42°50'00"	N01°53'34"W	18.26'
C114	50.00'	38.75'	44°24'29"	N02°40'49"W	37.79'
C115	15.00'	7.52'	28°43'34"	S71°26'40"E	7.44'
C116	50.00'	54.70'	62°40'39"	N56°13'23"W	52.01'
C117	300.00'	79.58'	15°11'55"	S79°26'07"E	79.35'
C118	15.00'	14.94'	57°03'59"	S28°32'53"E	14.33'
C119	15.00'	22.46'	85°47'34"	S42°54'40"E	20.42'
C120	50.00'	55.09'	63°07'39"	S60°52'28"W	52.34'
C121	300.00'	57.93'	11°03'52"	N87°25'59"E	57.84'
C122	50.00'	43.64'	50°00'25"	S04°18'27"W	42.27'
C123	180.00'	49.33'	15°42'05"	N14°43'59"W	49.17'
C124	50.00'	39.66'	45°26'49"	S43°25'10"E	38.63'
C125	25.00'	18.69'	42°50'00"	S44°43'35"E	18.26'
C126	180.00'	61.04'	19°25'44"	N32°17'54"W	60.75'
C136	170.00'	46.46'	15°39'31"	N14°42'43"W	46.32'
C137	50.00'	30.21'	34°36'50"	N24°11'22"W	29.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L6	N30°24'49"E	49.83'
L7	N12°14'29"E	58.62'
L8	N56°41'25"E	14.39'
L9	S33°18'35"E	0.87'
L10	S41°30'22"E	32.40'
L11	N26°20'31"W	23.95'
L12	N01°36'15"W	47.51'
L13	N06°40'45"E	43.06'

LINE TABLE		
LINE	BEARING	DISTANCE
L14	N36°30'19"E	33.89'
L15	N01°03'17"W	57.53'
L58	S86°57'17"E	6.06'
L59	S21°19'17"E	11.22'
L60	S85°48'27"E	13.42'
L61	N89°52'42"E	20.80'
L74	N35°29'46"E	46.71'



- DENOTES UPLAND BUFFER
- DENOTES WETLANDS
- DENOTES UPLAND PRESERVATION AREA



Creekview Trail – Area 2

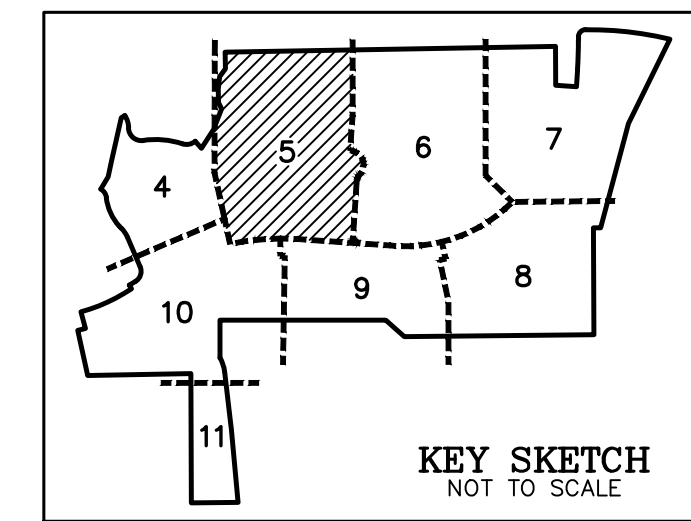
A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK

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SEE SHEET 3 FOR GENERAL NOTES & LEGEND

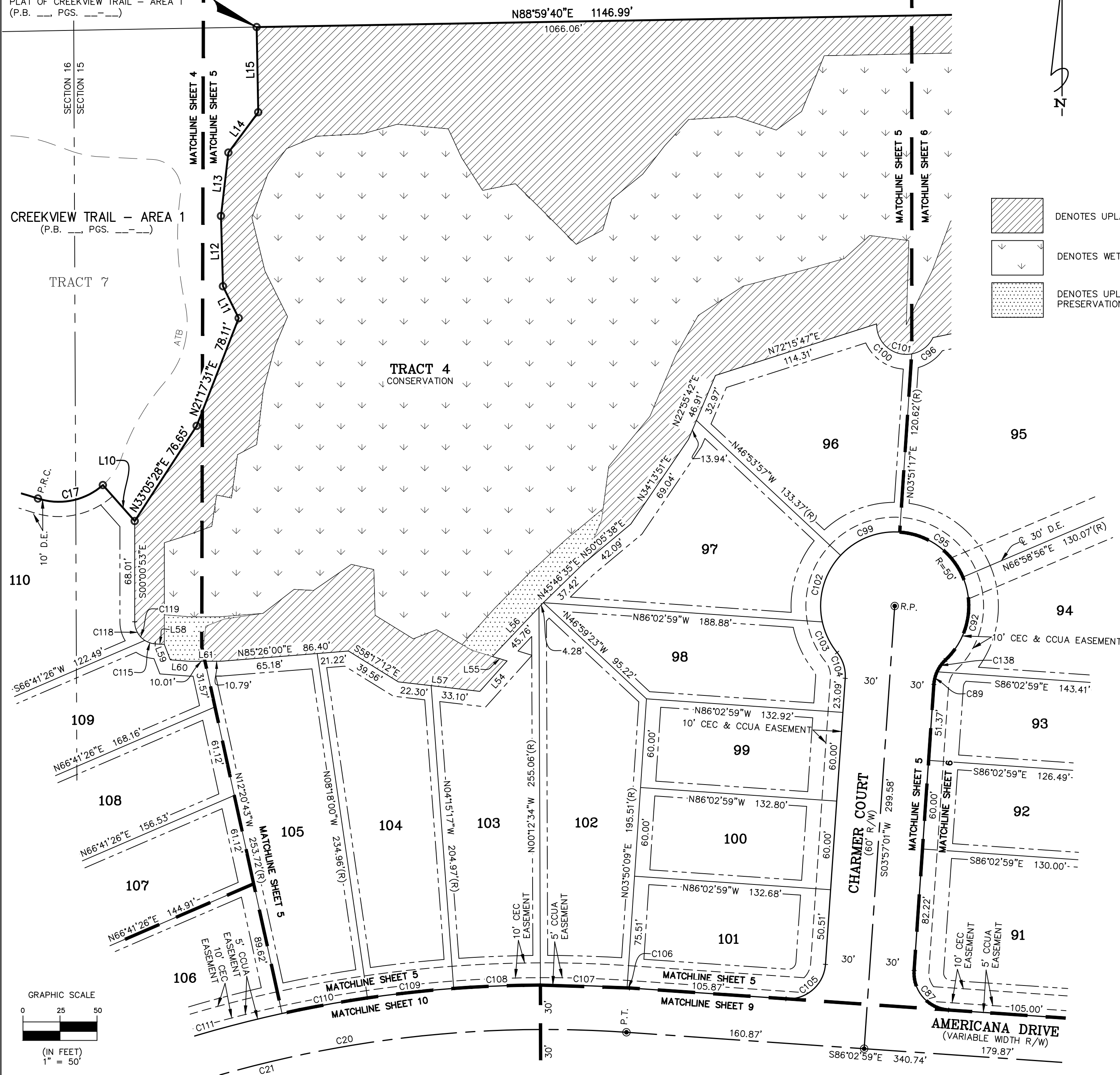


Point of Beginning

NE CORNER OF TRACT 7 OF THE
PLAT OF CREEKVIEW TRAIL – AREA 1
(P.B. ---, PGS. ---)

O.R.B. 4354, PG. 1526

SECTION 15
TOWNSHIP 5 SOUTH
RANGE 25 EAST
(UNPLATTED)



	DENOTES UPLAND BUFFER
	DENOTES WETLANDS
	DENOTES UPLAND PRESERVATION AREA

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C17	45.00'	46.86'	59°40'12"	N78°19'44"E	44.78'
C20	800.00'	380.62'	27°15'35"	S80°19'13"W	377.04'
C21	800.00'	492.29'	35°15'29"	S76°19'16"W	484.56'
C87	25.00'	39.27'	90°00'00"	N41°02'59"W	35.36'
C89	25.00'	8.81'	20°11'23"	N14°02'42"E	8.76'
C92	50.00'	60.91'	69°48'05"	N11°52'59"E	57.22'
C95	50.00'	55.09'	63°07'39"	N54°34'53"W	52.34'
C96	20.00'	18.82'	53°55'05"	N52°32'20"E	18.13'
C99	50.00'	44.29'	50°45'14"	S68°28'40"W	42.86'
C100	20.00'	35.67'	102°11'36"	S49°24'19"E	31.13'
C101	20.00'	54.49'	156°06'41"	S76°21'52"E	39.13'
C102	50.00'	48.44'	55°30'20"	S15°20'53"W	46.57'
C103	50.00'	23.11'	26°28'43"	S25°38'38"E	22.90'
C104	25.00'	18.69'	42°50'00"	S17°27'59"E	18.26'
C105	25.00'	39.27'	90°00'00"	S48°57'01"W	35.36'
C106	830.00'	1.66'	0°06'52"	N86°06'25"W	1.66'
C107	830.00'	58.60'	4°02'43"	N88°11'13"W	58.59'
C108	830.00'	58.60'	4°02'43"	S87°46'04"W	58.59'
C109	830.00'	58.60'	4°02'43"	S83°43'21"W	58.59'
C110	830.00'	58.60'	4°02'43"	S79°40'38"W	58.59'
C111	830.00'	105.40'	7°16'34"	S74°01'00"W	105.33'
C115	15.00'	7.52'	28°43'34"	S71°26'40"E	7.44'
C118	15.00'	14.94'	57°03'59"	S28°32'53"E	14.33'
C119	15.00'	22.46'	85°47'34"	S42°54'40"E	20.42'
C138	25.00'	9.88'	22°38'37"	N35°27'43"E	9.82'

LINE TABLE		
LINE	BEARING	DISTANCE
L10	S41°30'22"E	32.40'
L11	N26°20'31"W	23.95'
L12	N01°36'15"W	47.51'
L13	N06°40'45"E	43.06'
L14	N36°30'19"E	33.89'
L15	N01°03'17"W	57.53'
L54	N41°50'49"E	27.54'

LINE TABLE		
LINE	BEARING	DISTANCE
L55	N73°04'14"W	10.33'
L56	N43°24'54"E	50.05'
L57	S83°20'44"E	55.37'
L58	S86°57'17"E	6.06'
L59	S21°19'17"E	11.22'
L60	S85°48'27"E	13.42'
L61	N89°52'42"E	20.80'



Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

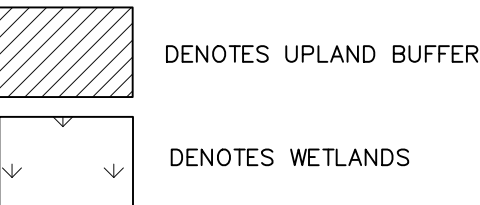
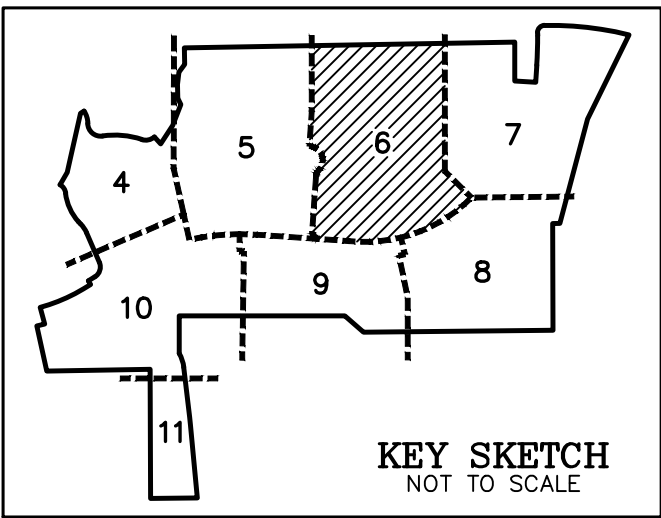
SECTION 15
TOWNSHIP 5 SOUTH
RANGE 25 EAST
(UNPLATTED)

O.R.B. 4354, PG. 1526

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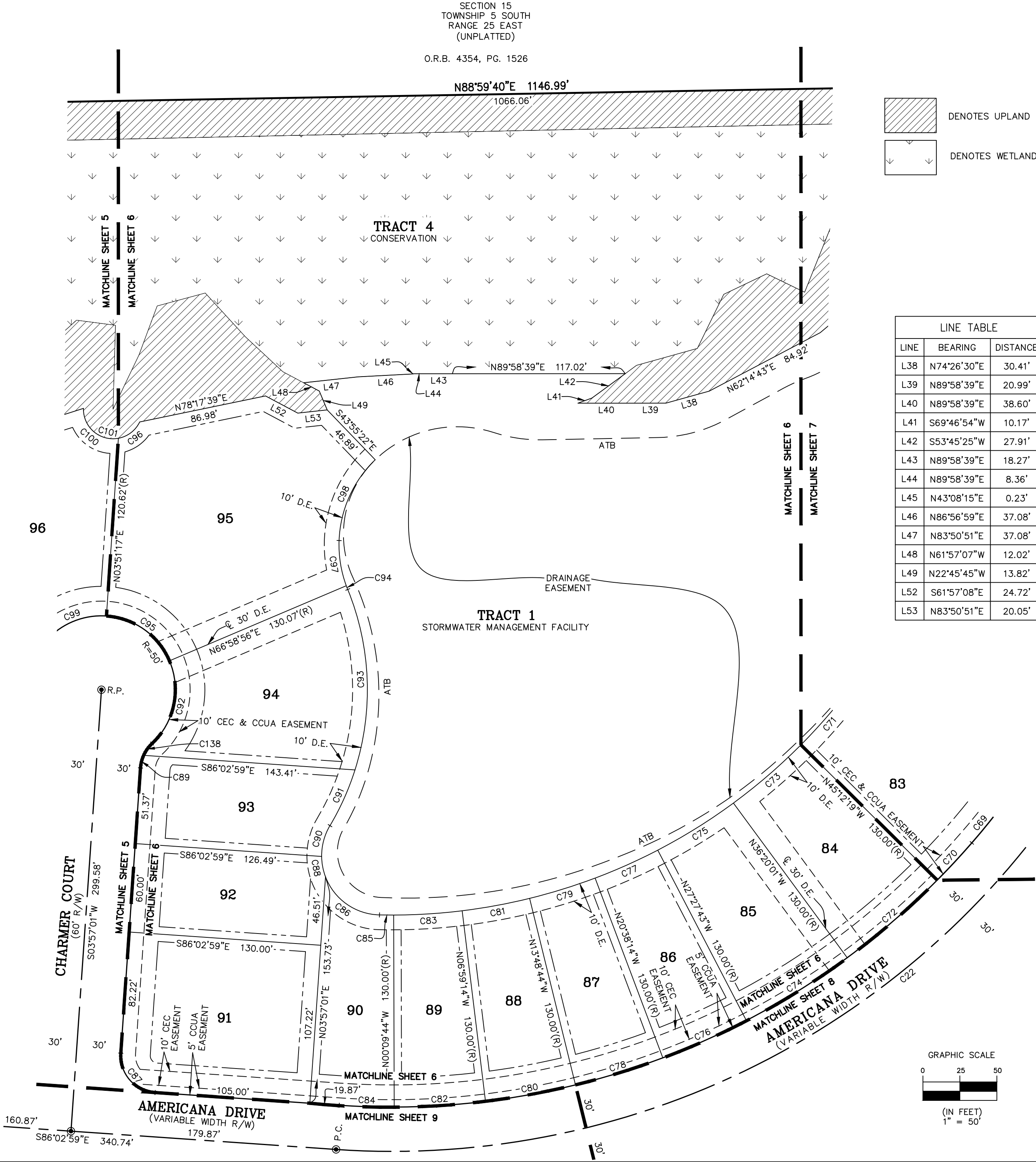
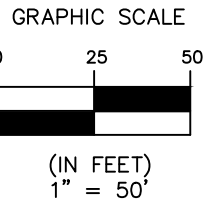
PAGE

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SEE SHEET 3 FOR GENERAL NOTES & LEGEND



LINE TABLE		
LINE	BEARING	DISTANCE
L38	N74°26'30"E	30.41'
L39	N89°58'39"E	20.99'
L40	N89°58'39"E	38.60'
L41	S69°46'54"W	10.17'
L42	S53°45'25"W	27.91'
L43	N89°58'39"E	18.27'
L44	N89°58'39"E	8.36'
L45	N43°08'15"E	0.23'
L46	N86°56'59"E	37.08'
L47	N83°50'51"E	37.08'
L48	N61°57'07"W	12.02'
L49	N22°45'45"W	13.82'
L52	S61°57'08"E	24.72'
L53	N83°50'51"E	20.05'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C22	550.00'	824.33'	85°52'27"	N51°00'47"E	749.32'
C69	482.00'	28.05'	3°20'03"	S39°20'05"W	28.04'
C70	520.00'	34.42'	3°47'34"	S42°53'53"W	34.42'
C71	390.00'	46.30'	6°48'08"	N41°23'36"E	46.27'
C72	520.00'	80.52'	8°52'18"	S49°13'50"W	80.44'
C73	390.00'	60.39'	8°52'18"	N49°13'50"E	60.33'
C74	520.00'	80.52'	8°52'18"	S58°06'08"W	80.44'
C75	390.00'	60.39'	8°52'18"	N58°06'08"E	60.33'
C76	520.00'	61.94'	6°49'30"	S65°57'01"W	61.90'
C77	390.00'	46.46'	6°49'30"	N65°57'01"E	46.43'
C78	520.00'	61.94'	6°49'30"	S72°46'31"W	61.90'
C79	390.00'	46.46'	6°49'30"	N72°46'31"E	46.43'
C80	520.00'	61.94'	6°49'30"	S79°36'01"W	61.90'
C81	390.00'	46.46'	6°49'30"	N79°36'01"E	46.43'
C82	520.00'	61.94'	6°49'30"	S86°25'31"W	61.90'
C83	390.00'	46.46'	6°49'30"	N86°25'31"E	46.43'
C84	520.00'	37.32'	4°06'45"	N88°06'22"W	37.32'
C85	390.00'	9.60'	1°24'38"	S89°27'25"E	9.60'
C86	40.00'	47.54'	68°05'47"	S54°42'13"E	44.79'
C87	25.00'	39.27'	90°00'00"	N41°02'59"W	35.36'
C88	40.00'	14.01'	20°03'54"	S10°37'23"E	13.94'
C89	25.00'	8.81'	20°11'23"	N14°02'42"E	8.76'
C90	40.00'	21.88'	31°20'29"	S15°04'49"W	21.61'
C91	180.00'	41.43'	13°11'19"	S24°09'23"W	41.34'
C92	50.00'	60.91'	69°48'05"	N11°52'59"E	57.22'
C93	180.00'	124.77'	39°42'53"	S02°17'43"E	122.28'
C94	80.00'	2.72'	1°56'51"	S21°10'44"E	2.72'
C95	50.00'	55.09'	63°07'39"	N54°34'53"W	52.34'
C96	20.00'	18.82'	53°55'05"	N52°32'20"E	18.13'
C97	80.00'	31.19'	22°20'16"	S09°02'10"E	30.99'
C98	80.00'	61.36'	43°56'41"	S24°06'18"W	59.87'
C99	50.00'	44.29'	50°45'14"	S68°28'40"W	42.86'
C100	20.00'	35.67'	102°11'36"	S49°24'19"E	31.13'
C101	20.00'	54.49'	156°06'41"	S76°21'52"E	39.13'
C138	25.00'	9.88'	22°38'37"	N35°27'43"E	9.82'



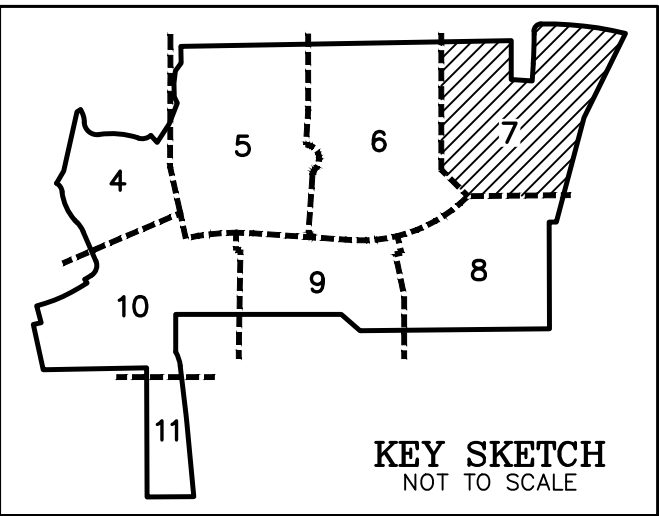
Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

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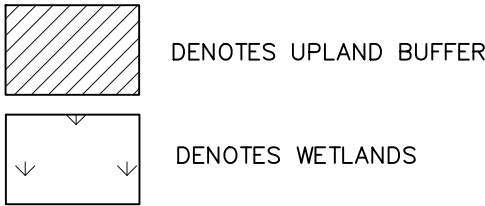
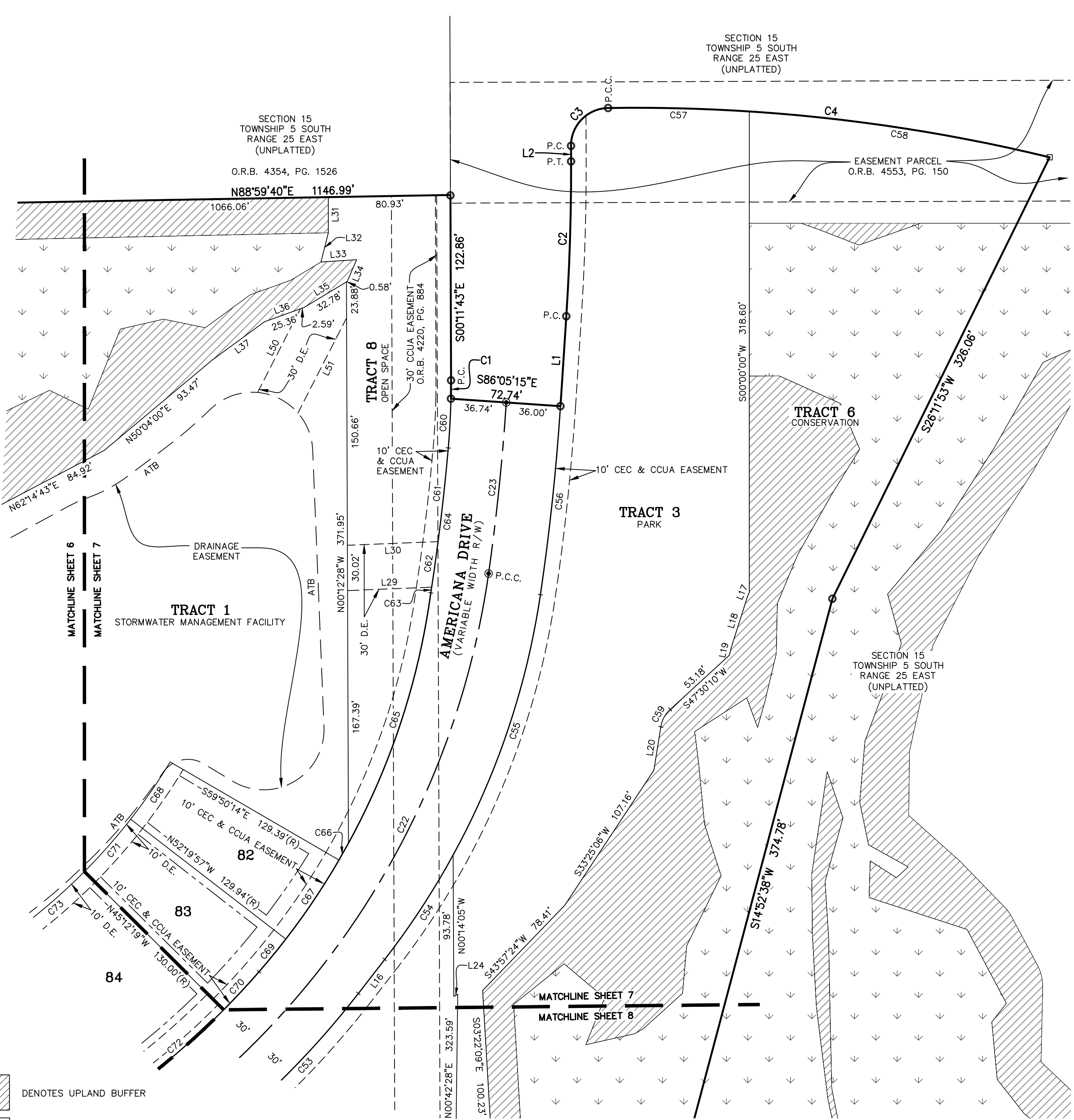
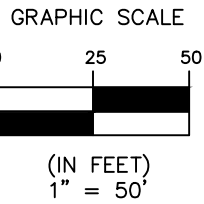
SHEET 7 OF 11 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	500.00'	12.11'	1°23'15"	S00°29'54"W	12.11'
C2	1500.00'	102.66'	3°55'17"	N01°45'55"E	102.64'
C3	25.00'	38.95'	89°16'20"	N44°26'27"E	35.13'
C4	1160.00'	295.17'	14°34'46"	S83°38'00"E	294.38'
C22	550.00'	824.33'	85°52'27"	N51°00'47"E	749.32'
C23	1500.00'	114.00'	4°21'16"	N05°53'56"E	113.97'
C53	580.00'	118.03'	11°39'35"	N43°38'02"E	117.83'
C54	518.00'	82.84'	9°09'47"	N33°13'21"E	82.75'
C55	518.00'	182.88'	20°13'43"	N18°31'36"E	181.94'
C56	1536.00'	125.63'	4°41'11"	N06°04'09"E	125.60'
C57	1160.00'	93.58'	4°37'19"	S88°36'44"E	93.55'
C58	1160.00'	201.60'	9°57'27"	N81°19'20"W	201.35'
C59	20.00'	13.39'	38°21'03"	S28°19'39"W	13.14'
C60	500.36'	32.69'	3°44'34"	S03°03'52"W	32.68'
C61	1464.00'	62.44'	2°26'38"	N06°13'04"E	62.44'
C62	1464.00'	30.50'	1°11'37"	N08°02'11"E	30.50'
C63	1464.00'	3.78'	0°08'53"	N08°42'26"E	3.78'
C64	1464.00'	96.72'	3°47'08"	S06°53'19"W	96.71'
C65	482.00'	175.63'	20°52'39"	S18°12'07"W	174.66'
C66	482.00'	12.80'	1°31'20"	N29°24'06"E	12.80'
C67	482.00'	63.13'	7°30'17"	S33°54'55"W	63.09'
C68	390.00'	46.15'	6°46'47"	N34°36'09"E	56.13'
C69	482.00'	28.05'	3°20'03"	S39°20'05"W	28.04'
C70	520.00'	34.42'	3°47'34"	S42°53'53"W	34.42'
C71	390.00'	46.30'	6°48'08"	N41°23'36"E	46.27'
C72	520.00'	80.52'	8°52'18"	S49°13'50"W	80.44'
C73	390.00'	60.39'	8°52'18"	N49°13'50"E	60.33'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N03°43'34"E	59.72'
L2	N00°11'43"W	10.31'
L16	N37°48'15"E	28.52'
L17	S22°44'37"W	3.47'
L18	S17°33'56"W	35.39'
L19	S13°23'05"W	4.92'
L20	S09°09'07"W	29.17'
L24	S60°15'52"W	3.02'
L29	N87°39'57"E	55.78'
L30	N87°39'57"E	60.16'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N00°00'31"E	23.62'
L32	N14°11'32"E	19.98'
L33	S86°14'56"W	23.68'
L34	N23°26'56"E	15.72'
L35	N58°53'57"E	32.78'
L36	N70°07'00"E	27.95'
L37	N53°46'28"E	42.76'
L50	N27°05'35"E	62.27'
L51	N27°05'38"E	70.73'



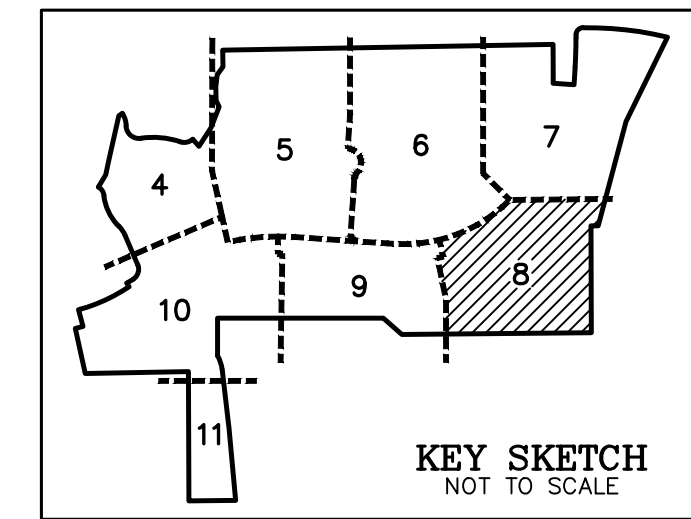
Creekview Trail — Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

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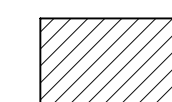
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SEE SHEET 3 FOR GENERAL NOTES & LEGEND

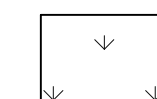


CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C22	550.00'	824.33'	85°52'27"	N51°00'47"E	749.32'
C46	580.00'	58.02'	5°43'55"	N81°09'49"E	58.00'
C47	580.00'	58.02'	5°43'55"	N75°25'54"E	58.00'
C48	580.00'	58.02'	5°43'55"	N69°41'59"E	58.00'
C49	580.00'	58.02'	5°43'55"	N63°58'04"E	58.00'
C50	580.00'	58.02'	5°43'55"	N58°14'09"E	58.00'
C51	580.00'	59.79'	5°54'22"	N52°25'00"E	59.76'
C52	580.00'	40.31'	3°58'55"	N47°28'22"E	40.30'
C53	580.00'	118.03'	11°39'35"	N43°38'02"E	117.83'
C69	482.00'	28.05'	3°20'03"	S39°20'05"W	28.04'
C70	520.00'	34.42'	3°47'34"	S42°53'53"W	34.42'
C72	520.00'	80.52'	8°52'18"	S49°13'50"W	80.44'
C74	520.00'	80.52'	8°52'18"	S58°06'08"W	80.44'
C76	520.00'	61.94'	6°49'30"	S65°57'01"W	61.90'
C78	520.00'	61.94'	6°49'30"	S72°46'31"W	61.90'
C80	520.00'	61.94'	6°49'30"	S79°36'01"W	61.90'

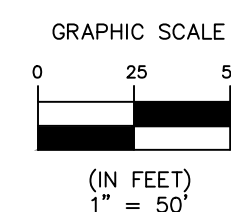
LINE TABLE		
LINE	BEARING	DISTANCE
L16	N37°48'15"E	28.52'
L21	N68°27'21"E	26.41'
L22	N00°14'05"W	25.36'
L23	S79°26'35"E	2.34'
L25	N89°34'04"W	1.44'
L26	N89°47'01"E	30.00'
L27	N00°12'28"W	40.00'
L28	N89°47'01"E	9.33'



DENOTES UPLAND BUFFER



DENOTES WETLANDS



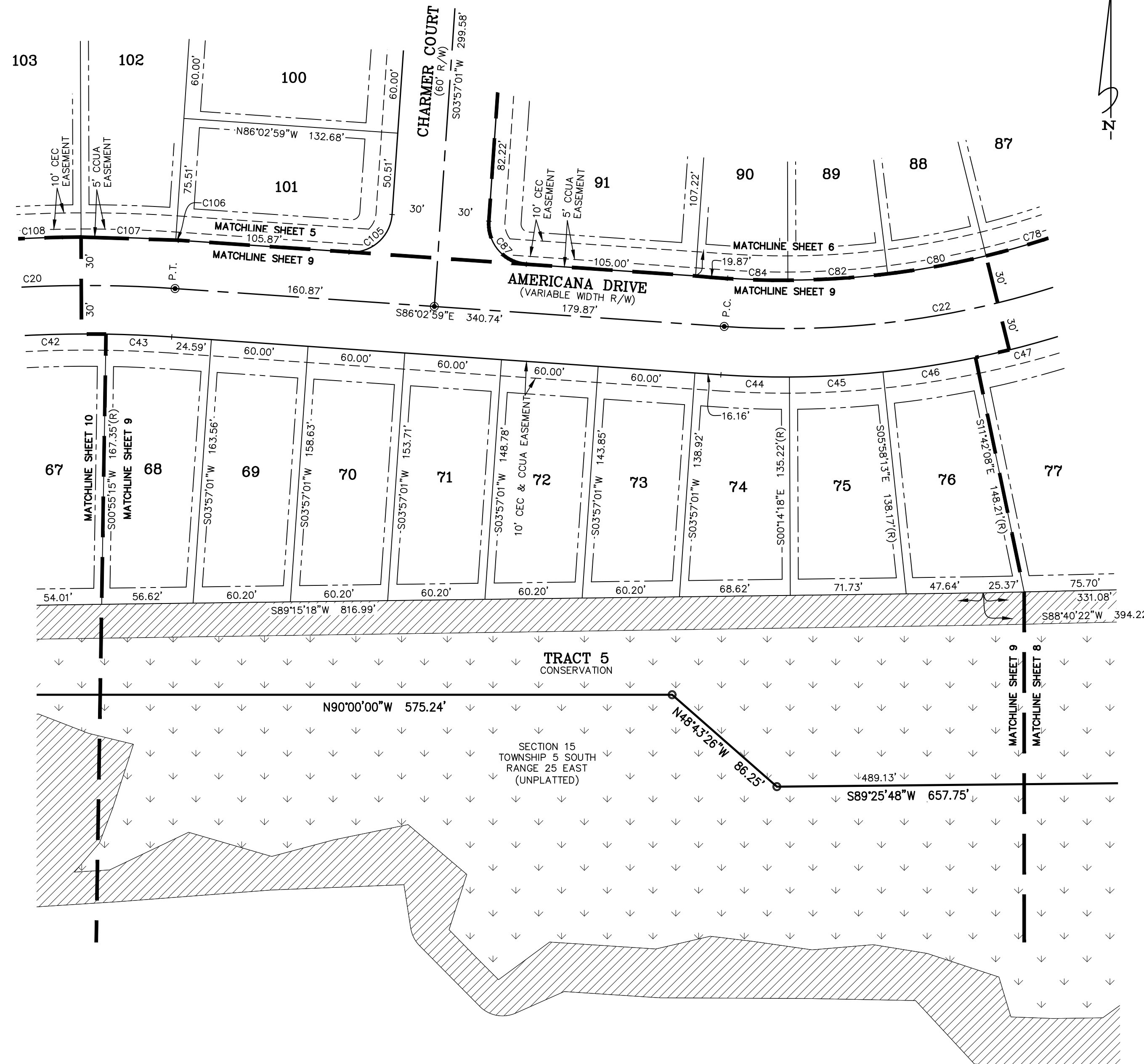
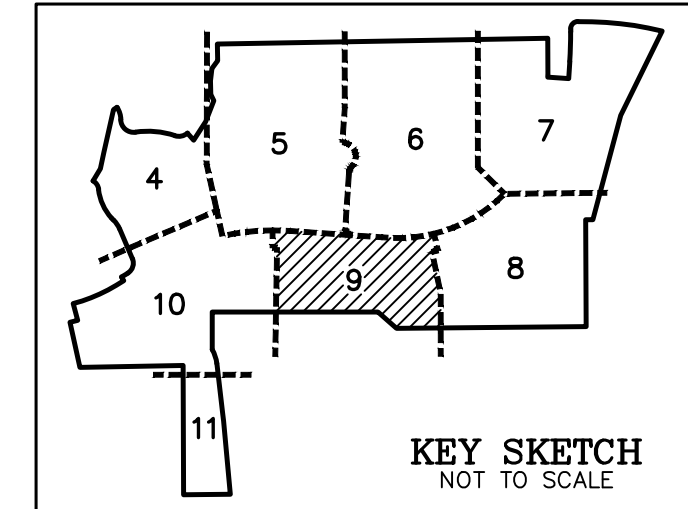
Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

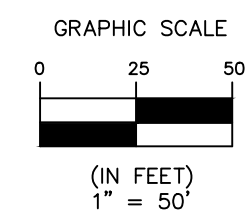
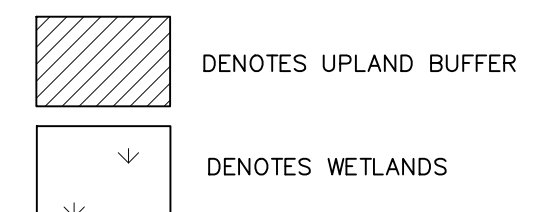
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SHEET 9 OF 11 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C20	800.00'	380.62'	27°15'35"	S80°19'13"W	377.04'
C22	550.00'	824.33'	85°52'27"	N51°00'47"E	749.32'
C42	770.00'	68.98'	5°07'58"	N88°21'17"E	68.96'
C43	770.00'	40.71'	3°01'45"	S87°33'52"E	40.71'
C44	580.00'	42.40'	4°11'19"	S88°08'39"E	42.39'
C45	580.00'	58.02'	5°43'55"	N86°53'44"E	58.00'
C46	580.00'	58.02'	5°43'55"	N81°09'49"E	58.00'
C47	580.00'	58.02'	5°43'55"	N75°25'54"E	58.00'
C78	520.00'	61.94'	6°49'30"	S72°46'31"W	61.90'
C80	520.00'	61.94'	6°49'30"	S79°36'01"W	61.90'
C82	520.00'	61.94'	6°49'30"	S86°25'31"W	61.90'
C84	520.00'	37.32'	4°06'45"	N88°06'22"W	37.32'
C87	25.00'	39.27'	90°00'00"	N41°02'59"W	35.36'
C105	25.00'	39.27'	90°00'00"	S48°57'01"W	35.36'
C106	830.00'	1.66'	0°06'52"	N86°06'25"W	1.66'
C107	830.00'	58.60'	4°02'43"	N88°11'13"W	58.59'
C108	830.00'	58.60'	4°02'43"	S87°46'04"W	58.59'



Creekview Trail – Area 2

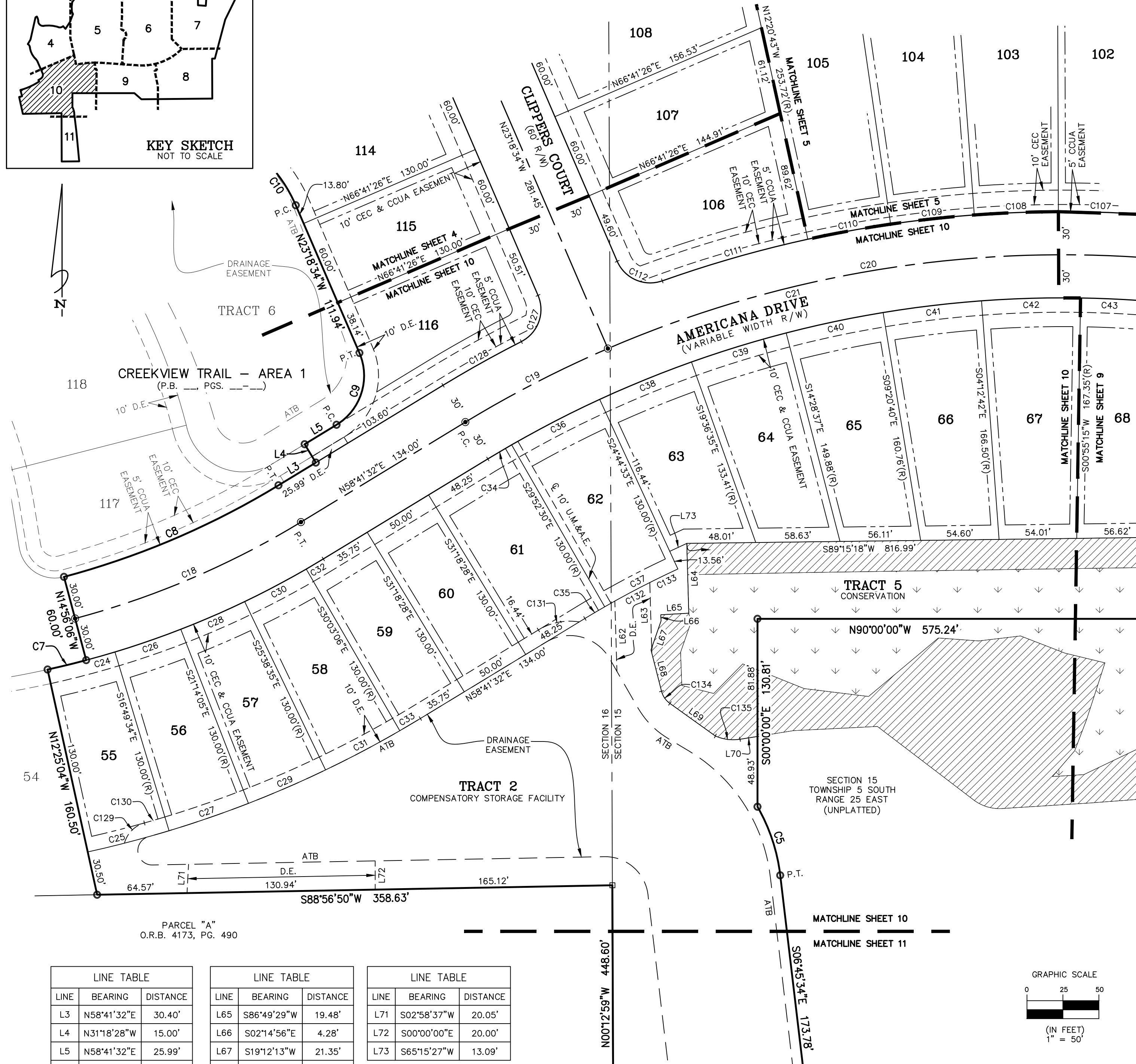
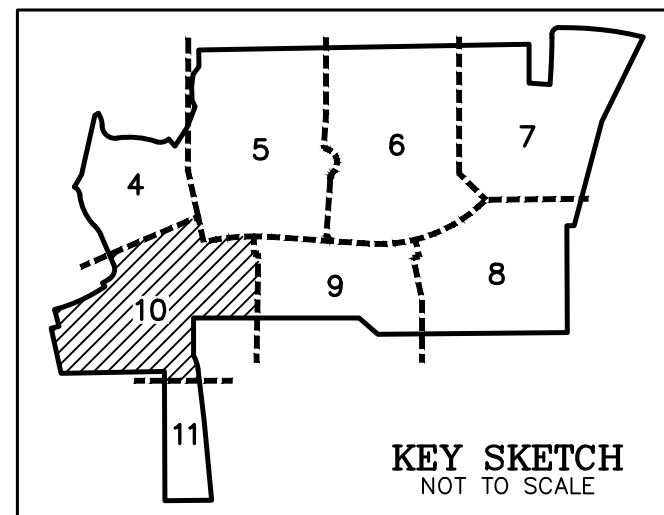
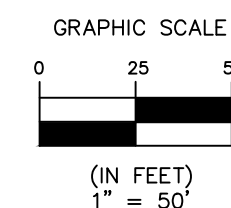
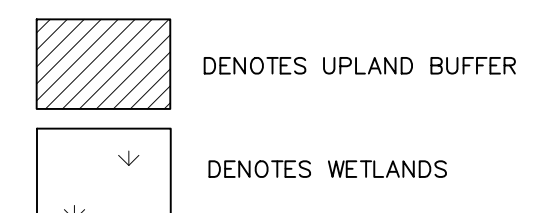
A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK

PAGE

SHEET 10 OF 11 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C5	125.00'	50.66'	23°13'10"	S18°22'09"E	50.31'
C7	630.00'	27.68'	2°31'02"	N76°19'25"E	27.68'
C8	570.00'	162.88'	16°22'22"	N66°52'43"E	162.33'
C9	40.00'	57.25'	82°00'06"	N17°41'29"E	52.49'
C10	100.00'	38.03'	21°47'12"	N34°12'11"W	37.80'
C18	600.00'	171.46'	16°22'22"	N66°52'43"E	170.87'
C19	800.00'	111.68'	7°59'54"	S62°41'29"W	111.59'
C20	800.00'	380.62'	27°15'35"	S80°19'13"W	377.04'
C21	800.00'	492.29'	35°15'29"	S76°19'16"W	484.56'
C24	630.00'	20.80'	1°53'29"	N74°07'10"E	20.79'
C25	760.00'	58.48'	4°24'30"	S75°22'41"W	58.46'
C26	630.00'	48.47'	4°24'30"	N70°58'10"E	48.46'
C27	760.00'	58.48'	4°24'30"	S70°58'10"W	58.46'
C28	630.00'	48.47'	4°24'30"	N66°33'40"E	48.46'
C29	760.00'	58.48'	4°24'30"	S66°33'40"W	58.46'
C30	630.00'	48.47'	4°24'30"	N62°09'10"E	48.46'
C31	760.00'	58.48'	4°24'30"	S62°09'10"W	58.46'
C32	630.00'	13.81'	1°15'22"	N59°19'13"E	13.81'
C33	760.00'	16.66'	1°15'22"	S59°19'13"W	47.05'
C34	770.00'	19.25'	1°25'58"	N59°24'31"E	19.25'
C35	640.00'	16.00'	1°25'58"	S59°24'31"W	16.00'
C36	770.00'	68.98'	5°07'58"	N62°41'28"E	68.96'
C37	640.00'	57.33'	5°07'58"	S62°41'28"W	57.31'
C38	770.00'	68.98'	5°07'58"	N67°49'26"E	68.96'
C39	770.00'	68.98'	5°07'58"	N72°57'24"E	68.96'
C40	770.00'	68.98'	5°07'58"	N78°05'21"E	68.96'
C41	770.00'	68.98'	5°07'58"	N83°13'19"E	68.96'
C42	770.00'	68.98'	5°07'58"	N88°21'17"E	68.96'
C43	770.00'	40.71'	3°01'45"	S87°33'52"E	40.71'
C107	830.00'	58.60'	4°02'43"	N88°11'13"W	58.59'
C108	830.00'	58.60'	4°02'43"	S87°46'04"W	58.59'
C109	830.00'	58.60'	4°02'43"	S83°43'21"W	58.59'
C110	830.00'	58.60'	4°02'43"	S79°40'38"W	58.59'
C111	830.00'	105.40'	7°16'34"	S74°01'00"W	105.33'
C112	25.00'	37.66'	86°18'42"	N66°27'56"W	34.20'
C127	25.00'	37.66'	86°18'42"	S19°50'47"W	34.20'
C128	830.00'	62.44'	4°18'36"	S60°50'50"W	62.42'
C129	20.00'	20.72'	59°21'12"	N44°37'49"E	19.80'
C130	750.00'	14.83'	1°08'00"	N73°44'25"E	14.83'
C131	42.00'	29.59'	40°22'03"	N78°52'34"E	28.98'
C132	640.00'	27.51'	2°27'45"	S62°04'59"W	27.50'
C133	640.00'	21.71'	1°56'36"	S64°17'09"W	21.70'
C134	15.00'	10.48'	40°01'46"	S34°22'52"E	10.27'
C135	30.00'	17.57'	33°33'27"	S82°23'16"E	17.32'



LINE TABLE		
LINE	BEARING	DISTANCE
L3	N58°41'32"E	30.40'
L4	N31°18'28"W	15.00'
L5	N58°41'32"E	25.99'
L62	S01°40'50"E	48.94'
L63	S01°40'50"E	45.47'
L64	S01°36'57"E	48.59'

LINE TABLE		
LINE	BEARING	DISTANCE
L65	S86°49'29"W	19.48'
L66	S02°14'56"E	4.28'
L67	S19°12'13"W	21.35'
L68	S14°21'59"E	29.71'
L69	S54°23'45"E	38.92'
L70	N80°50'00"E	12.30'

LINE TABLE		
LINE	BEARING	DISTANCE
L71	S02°58'37"W	20.05'
L72	S00°00'00"E	20.00'
L73	S65°15'27"W	13.09'

PARCEL "A"
O.R.B. 4173, PG. 490

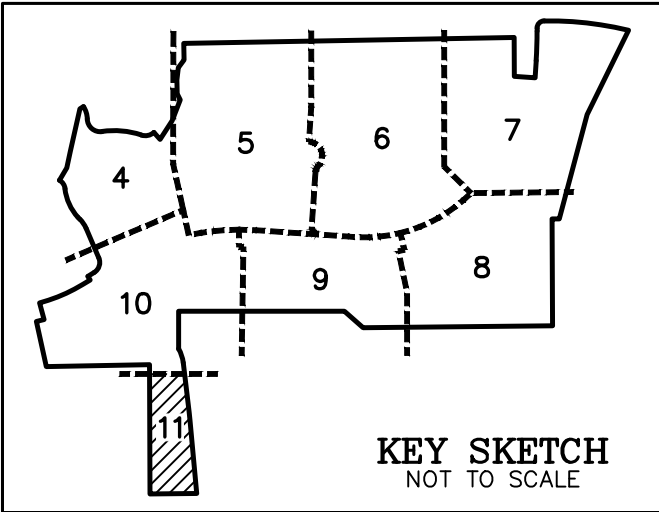
Creekview Trail – Area 2

A PORTION OF SECTIONS 15 AND 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

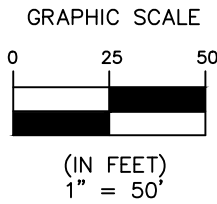
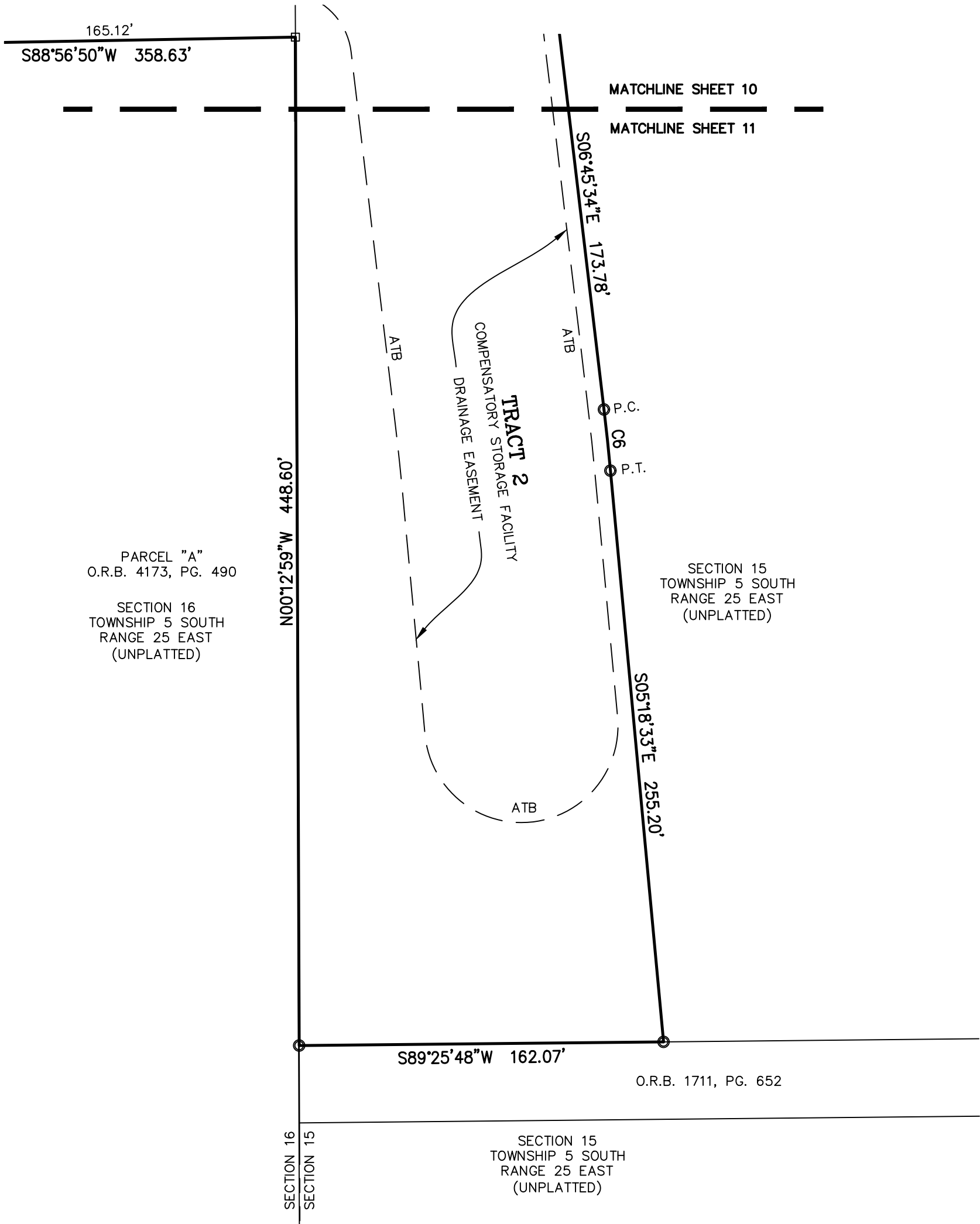
PLAT BOOK

PAGE

SHEET 11 OF 11 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C6	1082.00'	27.38'	1°27'00"	S06°02'03"E	27.38'





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE: 2/21/2024

FROM: Richard Smith, Director of
Engineering

SUBJECT: The staff has reviewed and recommends that the Board accept and approve the final plat of Jennings Farm for recording.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The applicant is requesting that the Board accept the final plat of Jennings for recording. The plat consists of 314 lots and is located off of County Road 220, Middleburg.

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:Applicant

LGI Homes

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Final Plat for Acceptance Jennings Farm	Backup Material	3/6/2024	Jennings_Farm_Final_Platada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and				Item Pushed to

JENNINGS FARM

A TRACT OF LAND LYING WITHIN THE GEORGE BRANNING DONATION, SECTION 37, TOWNSHIP 5 SOUTH, RANGE 24 EAST;
TOGETHER WITH A TRACT OF LAND LYING WITHIN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK __ PAGE __

SHEET 1 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND

CAPTION:

A tract of land lying within the George Branning Donation, Section 37, Township 5 South, Range 24 East; together with a tract of land lying within Section 7, Township 5 South, Range 25 East, Clay County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of said Section 7; thence S89°28'38"E, along the North line of the Northwest 1/4 of said Section 7, for 1315.19 feet to the point of intersection with the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 7, same also being the West line of Government Lot 3 of said Section 7; thence S00°20'00"E, along said lines, for 1321.81 feet to the point of Intersection with the South line of said Government Lot 3; thence S89°28'52"E, along said South line, for 181.35 feet, more or less, to the point of intersection with the Mean High Water (MHW) line of Black Creek and the North Fork of Black Creek (elevation 0.47, North American Vertical Datum of 1988 (NAVD 88)), per Florida Department of Environmental Protection; thence meandering southerly and westerly along said Mean High Water line, for 4881 feet, more or less, (thence S49°00'22"W, for 3103.81 feet, more or less, for closure purposes) to the point of intersection with the East line of that certain property as described in Official Records Book 3347, page 1869 of the Public Records of Clay County, Florida; thence along said East line, the following two (2) courses; (1) thence N00°20'57"E, leaving said Mean High Water line, for 2682.90 feet, more or less; (2) thence N03°09'35"E, for 595.87 feet to the Southeast corner of that certain property as described in Official Records Book 1410, page 217 of the Public Records of Clay County, Florida; thence N00°04'04"W, along the East line of said certain property, for 1061.15 feet to the point of intersection with a curve concave to the South, said point also being the point of intersection with the South right-of-way line of County Road 220 (formerly State Road 220, a 100-foot right-of-way, as it now established) according to State of Florida, State Road Department Right-of-Way Map, Section No. 7158-250, dated 08/18/56, as further located according to Florida Department of Transportation Right-of-Way Map for State Road 21 (Blanding Boulevard), Section 71070, dated 01/27/15; thence along said South right-of-way line, the following two (2) courses; (1) thence northeasterly along the arc of said curve, having a radius of 22868.31 feet, a central angle of 01°57'46", an arc length of 783.42 feet and a chord bearing N89°54'48"E, for 783.38 feet to the point of tangency; (2) thence S89°06'19"E, for 1.62 feet to the point of intersection with the East line of aforesaid Section 37; thence S00°19'50"E, along said East line, for 968.69 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 188.85 acres, more or less.

Said lands situated, lying and being in Clay County, Florida.

ADOPTION AND DEDICATION

This is to certify that LGI Homes – Florida, LLC, a Florida limited liability company ("Dedicator"), is the lawful Dedicator of the lands described in the caption shown hereon which shall hereafter be known as JENNINGS FARM, and the Dedicator has caused the same to be surveyed and subdivided and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands.

The road rights-of-way designated as JENNINGS FARM DRIVE, BLACK GLASS PLACE, CHIMNEY FALL COURT, SCOTS MILL LANE, LOG FLUE LANE, PEMROSE LOOP, FEATHEREDGE WAY, GAREYS FERRY WAY, BRANNINGS SAWMILL COURT, BRICK WALL COVE and PALISADE POINT are hereby irrevocably dedicated to Jennings Farm Homeowners Association, Inc., a Florida not-for-profit corporation ("Association"), its successors and assigns, in perpetuity for maintenance of the right-of-way, access and drainage improvements which are now or hereafter constructed thereon.

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.

The Dedicator, its successors and assigns, hereby grants to the present and future owners of the lots and tracts shown on this plat and its successors and assigns, guests, invitees, domestic help, delivery, pick-up and fire protection service providers, police and other authorities of the law, United States postal carriers, representatives of the utilities, telecommunication and cable service companies authorized by said owners in writing to serve the land shown hereon, holders of mortgage liens on such lands and such other persons as may be designated, the non-exclusive and perpetual right of ingress and egress over and across the private roadways shown on this plat. The Dedicator, its successors and assigns, reserve and shall have the unrestricted and absolute right to deny ingress to any person who may create or participate in a disturbance or nuisance on any part of the lands shown hereon, unless such property has been dedicated or conveyed to a unit of government, in which case it shall be governed in accordance with applicable local, state or federal law.

Tracts A and D (Landscape Buffer); Tracts B, E, G, J, L, M and N (Open Space); Tracts C, F, O and P (SWMF / UDE); Tracts H and Q (Conservation) and Tracts I and R (Park) are hereby dedicated to the Association, and its successors and assigns, and it shall be the perpetual maintenance obligation of the Association, and its successors and assigns. Tract K (Lift Station) is hereby conveyed in fee simple title to Clay County Utility Authority.

Upon failure of the Community Development District, Homeowners' Association, or any other such entity that has assumed the obligation of maintenance pertaining to any stormwater management facilities, drainage easements, roads, streets, rights-of-way, tracts, or any other portion of a parcel as shown hereon the plat, the obligation would then equally fall on the lot owners as shown hereon the plat.

Dedicator hereby reserves the right of ingress and egress over all property and easements dedicated to the Association for the purpose of constructing and maintaining thereon, drainage facilities, stormwater management facilities and utilities and further reserves the right to grant others the non-exclusive right of ingress and egress over said property and easements.

All easements shown on this plat, other than those specifically dedicated herein, are and shall remain privately owned and the sole and exclusive property of the undersigned Dedicator, its successors and grantees, if any, of said easements. The undersigned Dedicator retains the obligation for maintenance of all easements shown on this plat for drainage or landscape purposes; provided however, the undersigned Dedicator reserves the right to assign the obligation for maintenance of said easements to the Association, or other such entity and will assume all obligation of maintenance and operation thereof under the plat.

Any utility easements shown hereon shall also be easements for the construction, installation, maintenance, and operation of cable television services in the manner and subject to the provisions of Section 177.091(28) of the Florida Statutes; provided however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of any electric, telephone, gas or other public utility. However, only cable television service providers specifically authorized by the undersigned Dedicator, its successors and assigns to serve the lands shown on this plat, shall have the benefit of said cable television service easements.

Those easements designated as "Easements to CEC" are hereby irrevocably dedicated to Clay Electric Cooperative, Inc., its successors and assigns, to its non-exclusive use in conjunction with its underground electrical system. Additional utility easements may be granted to Clay Electric Cooperative, Inc. over additional portions of the plat as needed, the rights reserved hereby for the construction, installation, maintenance and operation of electrical service.

Dedicator hereby irrevocably and without reservation dedicates to CEC, its successors and assigns, a non-exclusive easement over, upon and under the road rights-of-way designated on this plat and all future right of way tracts, for its non-exclusive use in conjunction with the installation, maintenance, and use of CEC utilities together with the right of CEC its successors and assigns, of ingress and egress to and over said road rights-of way designated on this plat.

Those easements designated as "Easements to CCUA" are hereby irrevocably dedicated to Clay County Utility Authority, its successors and assigns, to its non-exclusive use in conjunction with its underground utility system. Additional utility easements may be granted to Clay County Utility Authority over additional portions of the plat as needed, the rights reserved hereby for the construction, installation, maintenance and operation of utility services.

Those easements denoted as UDE are hereby irrevocably and without reservation, dedicated to the Association, its successors and assigns. Those easements denoted as UDAE are hereby irrevocably and without reservation, dedicated to the Association, its successors and assigns.

The drainage easement through and over the lake and filtration system shown on this plat are subject to the following covenant, which shall run with the land:

Tracts C, F, O and P (SWMF / UDE) are established for the placement and maintenance of stormwater retention/detention lake and filtration system. The Association shall remain responsible for the maintenance and/or repair of said stormwater retention/detention lake and filtration system, in accordance with all applicable permits and laws. Clay County, its successors and assigns shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the Dedicator or any other person within the area of the lands hereby platted, or of the lakes and filtration systems shown on this plat, but shall have the right to modify the existence of the lakes and filtration systems and that which retains it to effect adequate drainage including, but not limited to, the right to remove any water level control structures or any part thereof. The Dedicator, as owner of the lands described and captioned hereon, shall indemnify Clay County and save it harmless from suits, action, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the lakes and filtration systems described above, or any part thereof, occasioned wholly or in part by any act of omission of the Dedicator, its agents, contractors, employees, servants, licensees or concessionaires with Jennings Farm. This indemnification shall run with the land and the assigns of the Dedicator and shall be subject to it.

The drainage easements hereby dedicated shall permit Clay County, its successors and assigns, to discharge into said lakes and filtration systems which these easements traverse, all water which may fall or come on oil trails, courts, lanes and streets hereby dedicated; together with all soil, nutrients chemicals and all other substances which may flow or pass from said trails, courts, lanes and streets, from adjacent land or from any other source of Public Waters into or through said lakes and filtration systems, without any liability whatsoever on the part of Clay County, its successors and assigns for any damage, injuries or losses to persons or property resulting from the acceptance or use of these drainage easements by Clay County, its successors and assigns.

Dedicator hereby reserves and shall have the sole and absolute right, at any time, with the consent of the governing body of any municipality or other government body politic then having jurisdiction over the lands involved, to dedicate to the public all or any part of the lands or easements remaining privately owned by it.

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, homeowners or by establishment of a municipal service benefit district.

(CONTINUED UPPER RIGHT)

ADOPTION AND DEDICATION (CONTINUED)

In witness whereof, the Dedicator has caused this plat and dedication to be executed by its duly elected officers, acting by and with the authority of the Board of Directors.

DEDICATOR: LGI Homes – Florida, LLC, a Florida limited liability company

BY: Brian Martin Officer Witness Witness Print Name Print Name

State of Florida
County of Clay

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of 2024 by Brian Martin, Officer of LGI Homes – Florida, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me and did not take an oath or produce identification.

Notary Public, State of Florida

Print Name

My commission expires:

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES

Examined and approved on this day of A.D., 2024.

T. Chereese Stewart, Director

COUNTY ENGINEER'S APPROVAL

Examined and approved on this day of A.D., 2024.

Richard Smith, P.E., County Engineer

COUNTY COMMISSIONERS' APPROVAL

Examined and approved on this day of A.D., 2024, by the Board of County Commissioners, Clay County, Florida.

Jim Renninger, Chairman

Tara S. Green, Clay County Clerk of Court and Comptroller Ex Officio Clerk to the Board

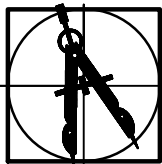
CERTIFICATE OF CLERK

I certify that this plat is recorded in Plat Book , Pages of the

Public Records of Clay County, Florida on this day of A.D., 2024.

Tara S. Green
Clerk of the Court

(FOR SURVEYOR'S CERTIFICATES SEE SHEET 2)



PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS – PLANNERS – LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

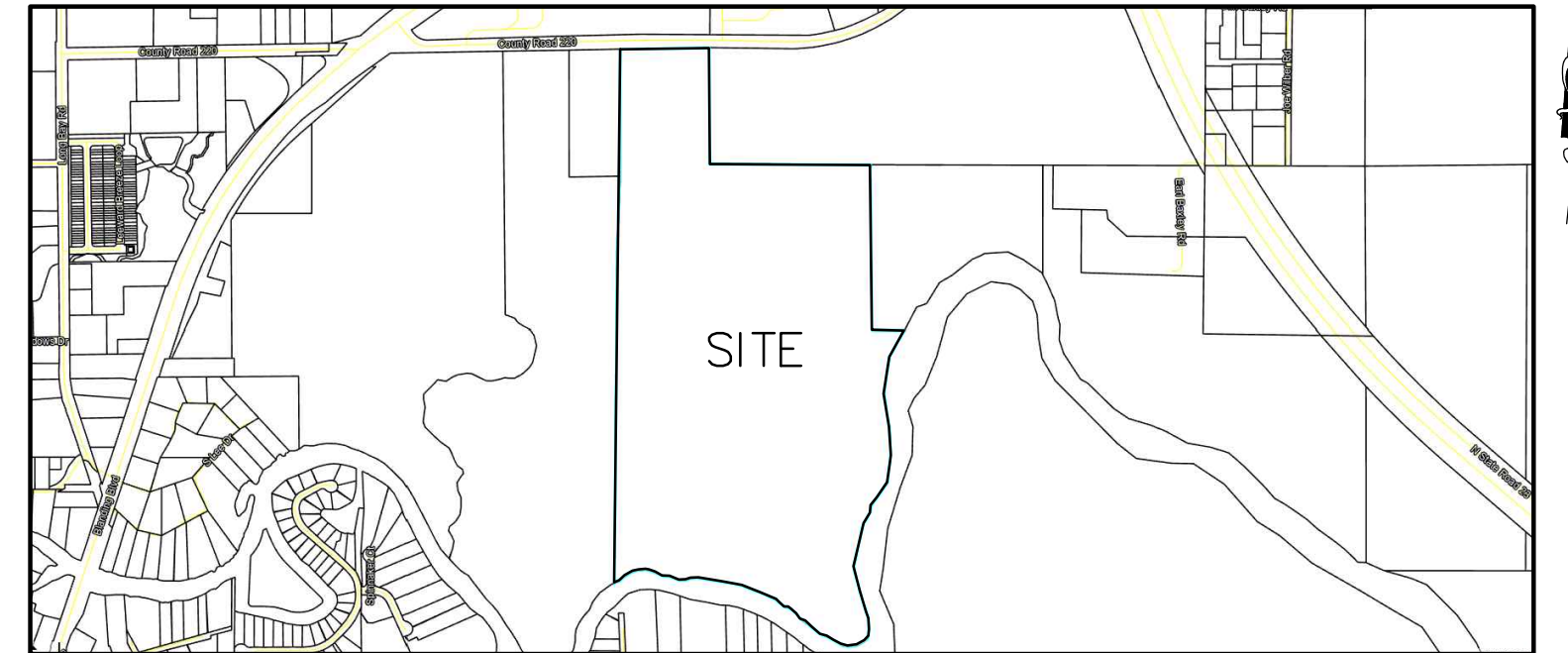
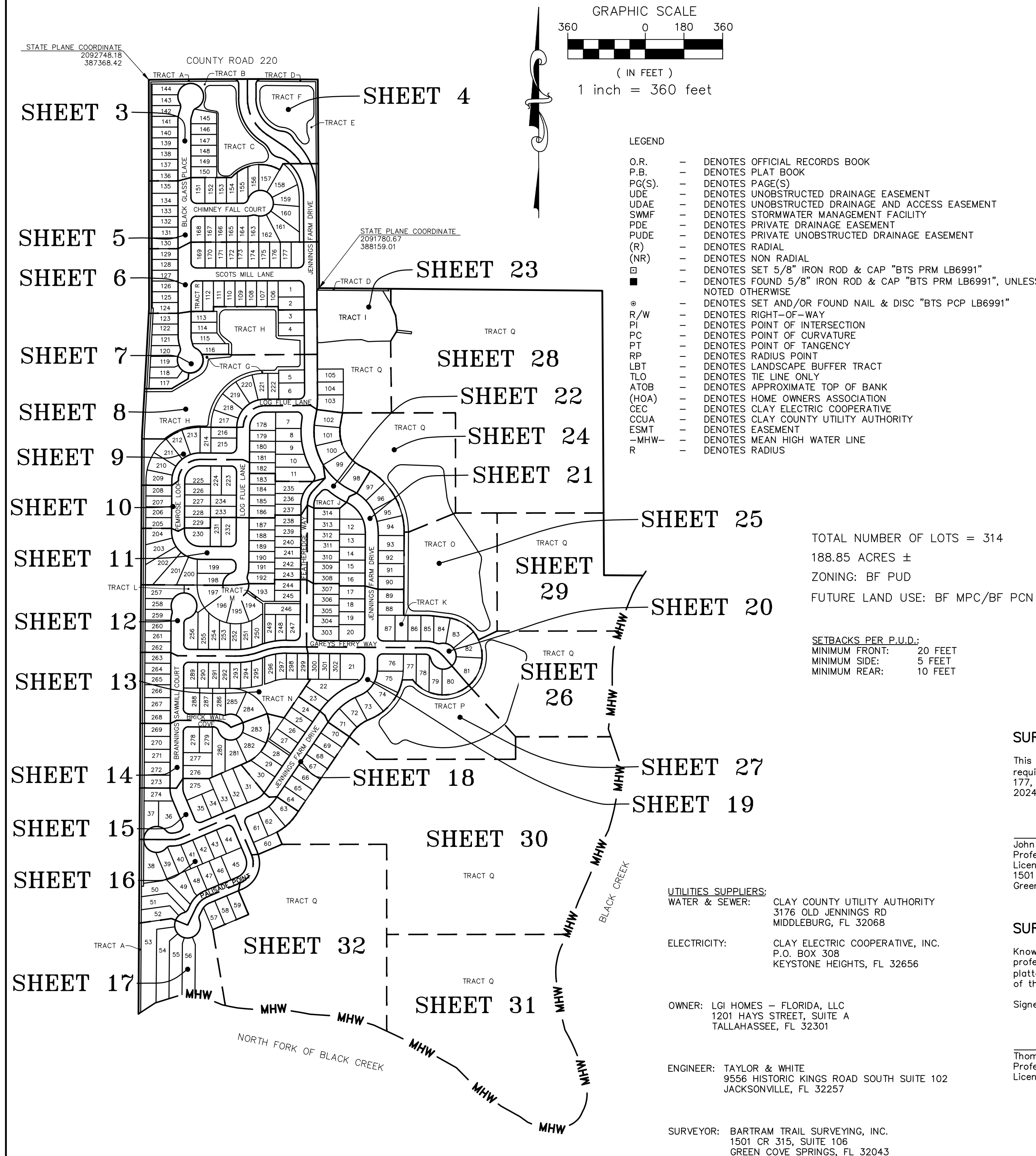


JENNINGS FARM

A TRACT OF LAND LYING WITHIN THE GEORGE BRANNING DONATION, SECTION 37, TOWNSHIP 5 SOUTH, RANGE 24 EAST;
TOGETHER WITH A TRACT OF LAND LYING WITHIN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

PLAT BOOK ____ PAGE ____

SHEET 2 OF 32 SHEETS



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

- Bearings shown hereon are based upon the North line of the Northwest 1/4 of Section 7, Township 5 South, Range 25 East, Clay County, Florida, having a bearing of S89°28'38"E.
- All drainage easements are unobstructed unless otherwise noted.
- The easements shown hereon and designated as unobstructed easements shall remain totally unobstructed by any permanent improvements which may impede the use of said easements. The construction of driveways and the installation of fences, hedges and landscaping is permissible, but subject by the expense of each lot owner for the removal and/or replacement of such items.
- All platted utility easements shall provide that such 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.
- 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 this county.
- Current law provides that no construction, filling, removal of earth, cutting of trees or other plants shall take place waterward of the jurisdictional wetland line as shown on this plat without the approval of this county and/or any other federal, state or local governmental regulatory agencies with jurisdiction over such wetlands. It is the responsibility of the lot owner, his agents and the entity performing any activity within this area to acquire the necessary written approvals prior to the beginning of any work. The jurisdictional wetland line shown hereon may be superseded and recertified at any time, by the appropriate authorities.
- State plane coordinates shown hereon are based on NAD 83/90 State Plane, Florida East Zone (Zone 0901) in U.S. survey feet and are for GIS purposes only.
- Upland buffers adjacent to wetlands are to remain natural, vegetative and undisturbed.

SURVEYOR'S CERTIFICATE OF REVIEW

This undersigned surveyor hereby certifies that they have reviewed this plat on behalf of Clay County, Florida, in accordance with the requirements of Chapter 177.081(1), Florida Statutes, 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 _____, 2024."

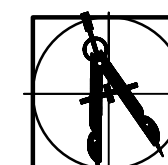
John S. Adams
Professional Land Surveyor
License Number LS 4469
1501 CR 315, Suite 106
Green Cove Springs, FL 32043

SURVEYOR'S CERTIFICATE

Know all ye men by these presents, that the undersigned, being currently licensed and registered by the State of Florida as a professional surveyor and mapper, does hereby certify that the above plat is a true and correct representation of the lands surveyed, platted and described, and was made under the undersigned's responsible direction and supervision, and that the plat complies with all of the survey requirements of Part 1, Chapter 177 Florida Statutes.

Signed and sealed this ____ day of _____, 2024 A.D.

Thomas P. Hughes, P.L.S.
Professional Land Surveyor
License Number LS 3507



PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
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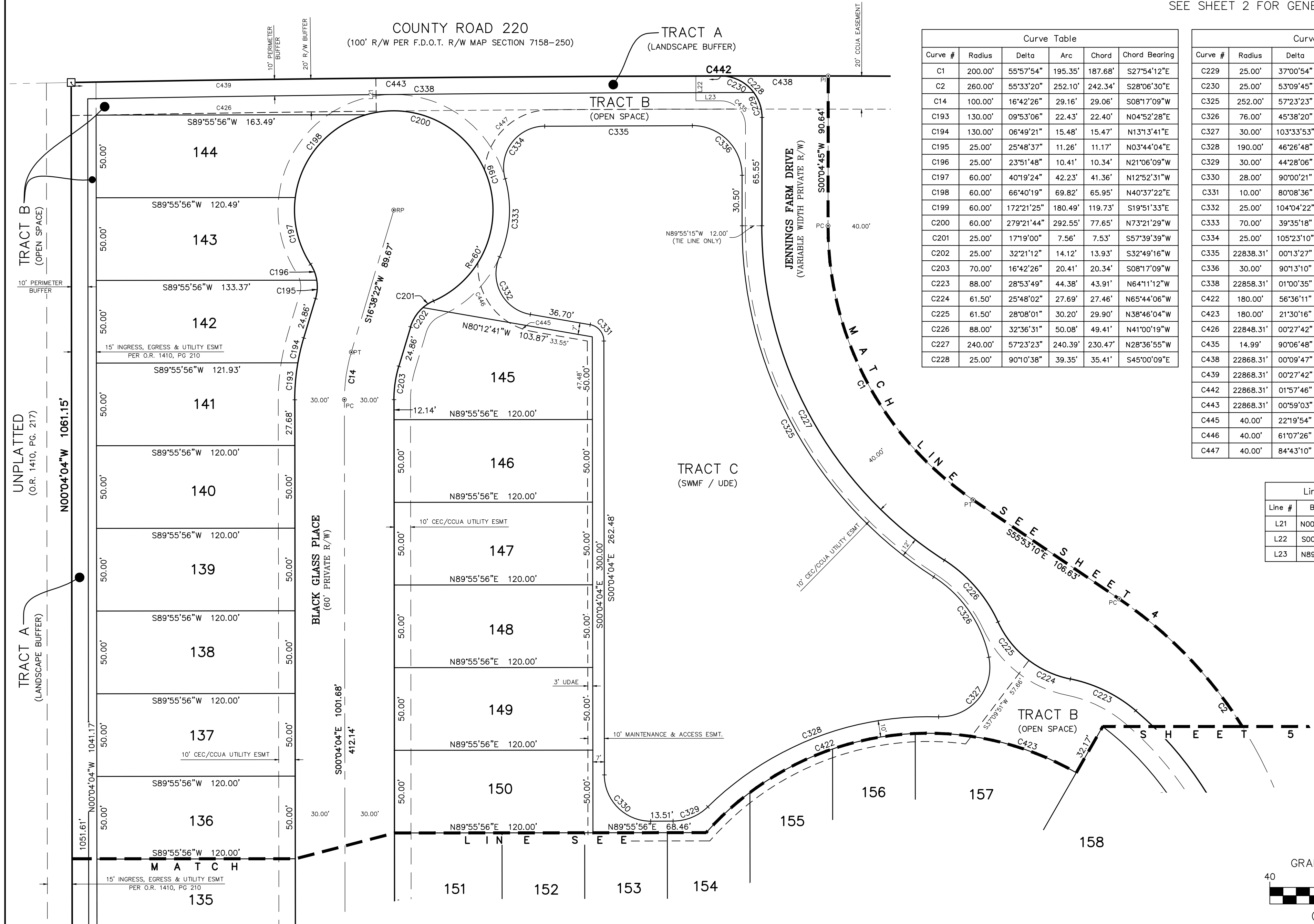
JENNINGS FARM

A TRACT OF LAND LYING WITHIN THE GEORGE BRANNING DONATION, SECTION 37, TOWNSHIP 5 SOUTH, RANGE 24 EAST;
TOGETHER WITH A TRACT OF LAND LYING WITHIN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

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SHEET 3 OF 32 SHEETS

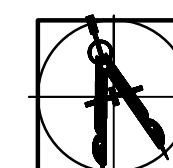
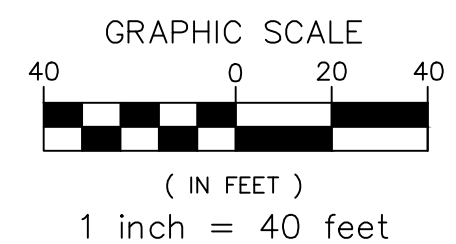
SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C1	200.00'	55°57'54"	195.35'	187.68'	S27°54'12"E
C2	260.00'	55°33'20"	252.10'	242.34'	S28°06'30"E
C14	100.00'	16°42'26"	29.16'	29.06'	S08°17'09"W
C193	130.00'	09°53'06"	22.43'	22.40'	N04°52'28"E
C194	130.00'	06°49'21"	15.48'	15.47'	N13°13'41"E
C195	25.00'	25°48'37"	11.26'	11.17'	N03°44'04"E
C196	25.00'	23°51'48"	10.41'	10.34'	N21°06'09"W
C197	60.00'	40°19'24"	42.23'	41.36'	N12°52'31"W
C198	60.00'	66°40'19"	69.82'	65.95'	N40°37'22"E
C199	60.00'	172°21'25"	180.49'	119.73'	S19°51'33"E
C200	60.00'	279°21'44"	292.55'	77.65'	N73°21'29"W
C201	25.00'	17°19'00"	7.56'	7.53'	S57°39'39"W
C202	25.00'	32°21'12"	14.12'	13.93'	S32°49'16"W
C203	70.00'	16°42'26"	20.41'	20.34'	S08°17'09"W
C223	88.00'	28°53'49"	44.38'	43.91'	N64°11'12"W
C224	61.50'	25°48'02"	27.69'	27.46'	N65°44'06"W
C225	61.50'	28°08'01"	30.20'	29.90'	N38°46'04"W
C226	88.00'	32°36'31"	50.08'	49.41'	N41°00'19"W
C227	240.00'	57°23'23"	240.39'	230.47'	N28°36'55"W
C228	25.00'	90°10'38"	39.35'	35.41'	S45°00'09"E

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C229	25.00'	37°00'54"	16.15'	15.87'	N18°25'17"W
C230	25.00'	53°09'45"	23.19'	22.37'	N63°30'36"W
C325	252.00'	57°23'23"	252.41'	241.99'	N28°36'56"W
C326	76.00'	45°38'20"	60.54'	58.95'	N34°29'21"W
C327	30.00'	103°33'53"	54.23'	47.14'	N40°07'19"E
C328	190.00'	46°26'48"	154.02'	149.84'	N68°41'15"E
C329	30.00'	44°28'06"	23.28'	22.70'	N67°41'54"E
C330	28.00'	90°00'21"	43.98'	39.60'	S45°04'04"E
C331	10.00'	80°08'36"	13.99'	12.87'	S40°08'22"E
C332	25.00'	104°04'22"	45.41'	39.42'	S28°10'30"E
C333	70.00'	39°35'18"	48.36'	47.41'	S04°04'08"W
C334	25.00'	105°23'10"	45.98'	39.77'	S36°57'45"W
C335	22838.31'	00°13'27"	89.34'	89.34'	S89°45'40"W
C336	30.00'	90°13'10"	47.24'	42.51'	N44°59'50"W
C338	22858.31'	01°00'35"	402.83'	402.83'	N89°27'41"E
C422	180.00'	56°36'11"	177.82'	170.68'	N70°02'38"E
C423	180.00'	21°30'16"	67.56'	67.16'	S70°54'08"E
C426	22848.31'	00°27'42"	184.13'	184.13'	N89°09'46"E
C435	14.99'	90°06'48"	23.58'	21.22'	S45°00'09"E
C438	22868.31'	00°09'47"	65.07'	65.07'	S89°59'51"W
C439	22868.31'	00°27'42"	184.29'	184.29'	S89°09'46"W
C442	22868.31'	01°57'46"	783.42'	783.38'	N89°54'48"E
C443	22868.31'	00°59'03"	392.82'	392.82'	S89°25'26"W
C445	40.00'	22°19'54"	15.59'	15.49'	N69°02'44"W
C446	40.00'	61°07'26"	42.67'	40.68'	N27°19'04"W
C447	40.00'	84°43'10"	59.15'	53.90'	N47°17'51"E

Line Table		
Line #	Bearing	Distance
L21	N00°36'23"W	20.00'
L22	S00°05'02"E	15.00'
L23	N89°54'58"E	15.00'



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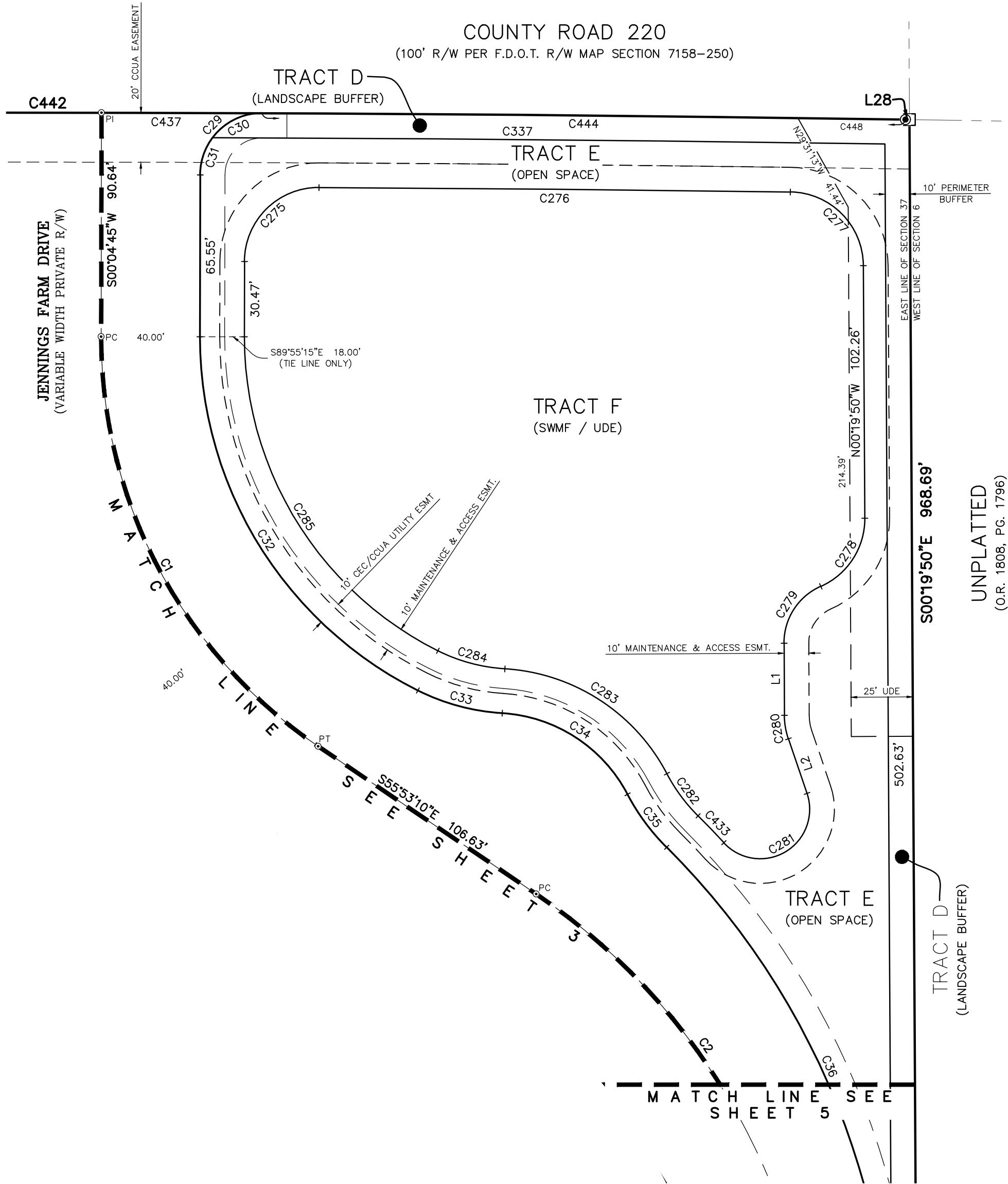
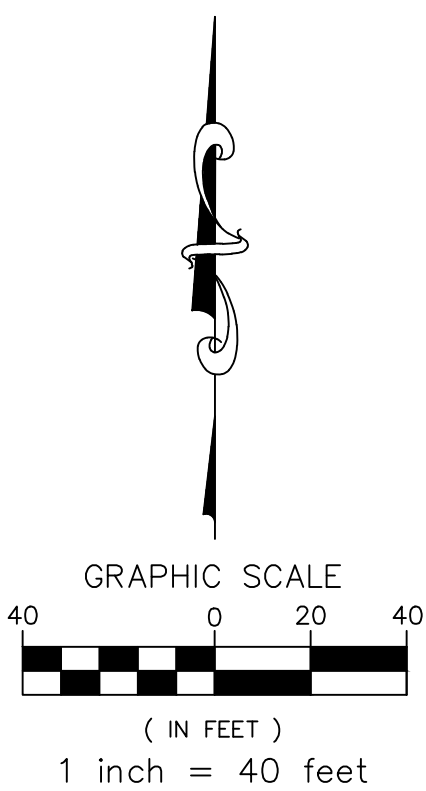
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PLAT BOOK __ PAGE ____

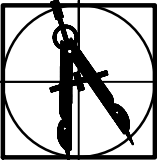
SHEET 4 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Line Table		
Line #	Bearing	Distance
L1	N00°19'50"W	29.19'
L2	S18°50'04"E	23.35'
L28	S89°06'19"E	1.62'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C1	200.00'	55°57'54"	195.35'	187.68'	S27°54'12"E
C2	260.00'	55°33'20"	252.10'	242.34'	S28°06'30"E
C29	25.00'	90°09'47"	39.34'	35.41'	N45°09'38"E
C30	25.00'	53°09'43"	23.20'	22.37'	S63°40'07"W
C31	25.00'	37°00'55"	16.15'	15.87'	S18°34'48"W
C32	160.00'	63°25'09"	177.10'	168.20'	S31°37'50"E
C33	88.00'	23°12'07"	35.64'	35.39'	S74°56'28"E
C34	61.50'	58°51'08"	63.17'	60.43'	S57°06'45"E
C35	88.00'	17°25'54"	26.77'	26.67'	S36°24'06"E
C36	310.00'	44°47'21"	242.33'	236.21'	S22°43'29"E
C275	30.00'	90°13'16"	47.24'	42.51'	S45°11'23"W
C276	22838.31'	00°28'43"	190.81'	190.81'	N89°27'38"W
C277	30.00'	88°52'51"	46.54'	42.01'	N44°46'33"W
C278	30.00'	66°24'51"	34.77'	32.86'	N32°52'50"E
C279	25.00'	66°25'57"	28.99'	27.39'	N32°52'50"E
C280	30.00'	18°30'38"	9.69'	9.65'	N09°34'57"W
C281	20.00'	156°20'04"	54.57'	39.15'	N59°20'30"E
C282	70.00'	17°26'10"	21.30'	21.22'	S36°24'06"E
C283	79.50'	58°51'17"	81.66'	78.12'	S57°06'45"E
C284	70.00'	23°11'57"	28.34'	28.15'	S74°56'23"E
C285	142.00'	63°25'02"	157.17'	149.27'	S31°37'47"E
C337	22858.31'	00°40'56"	272.18'	272.18'	S89°28'01"E
C433	328.00'	02°38'10"	15.09'	15.09'	S43°48'02"E
C437	22868.31'	00°09'47"	65.07'	65.07'	N89°50'22"W
C442	22868.31'	01°57'46"	783.42'	783.38'	N89°54'48"E
C444	22868.31'	00°39'09"	260.45'	260.45'	S89°25'54"E
C448	22868.31'	00°06'33"	43.61'	43.61'	N89°09'36"W



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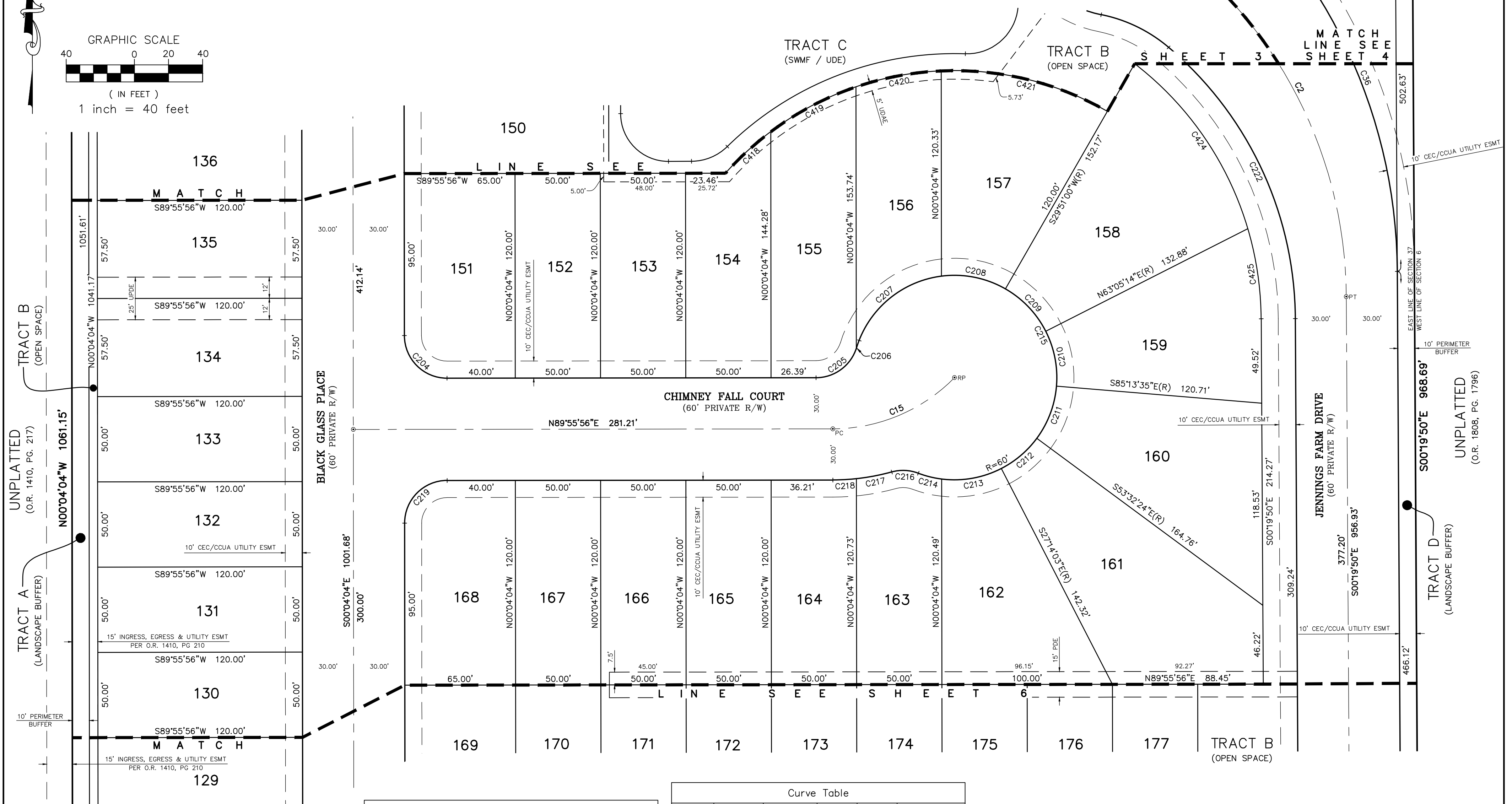
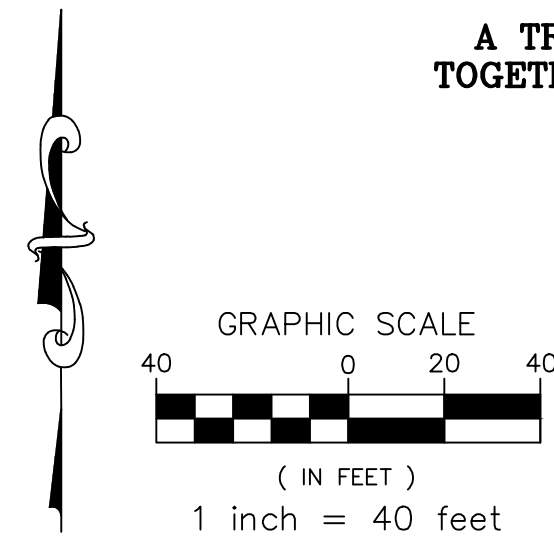
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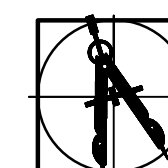
SHEET 5 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C2	260.00'	55°33'20"	252.10'	242.34'	S28°06'30"E
C15	100.00'	45°34'24"	79.54'	77.46'	N67°08'39"E
C204	25.00'	90°00'00"	39.27'	35.36'	S45°04'04"E
C205	25.00'	70°49'43"	30.90'	28.97'	N54°31'05"E
C206	25.00'	02°04'00"	0.90'	0.90'	N18°04'13"E
C207	60.00'	65°35'40"	68.69'	65.00'	N49°50'03"E
C208	60.00'	37°12'44"	38.97'	38.29'	S78°45'45"E
C209	60.00'	33°14'20"	34.81'	34.32'	S43°32'13"E
C210	60.00'	31°41'22"	33.18'	32.76'	S11°04'22"E
C211	60.00'	31°41'24"	33.18'	32.76'	S20°37'01"W
C212	60.00'	26°18'30"	27.55'	27.31'	S49°36'59"W
C213	60.00'	34°27'54"	36.09'	35.55'	S80°00'11"W

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C214	60.00'	13°33'39"	14.20'	14.17'	N75°59'03"W
C215	60.00'	27°34'53"	286.68'	82.02'	N26°05'00"W
C216	25.00'	36°13'58"	15.81'	15.55'	N87°21'45"W
C217	130.00'	09°18'35"	21.12'	21.10'	S79°11'11"W
C218	130.00'	06°05'22"	13.82'	13.81'	S86°53'10"W
C219	25.00'	90°00'00"	39.27'	35.36'	S44°55'56"W
C222	210.00'	49°24'28"	181.09'	175.53'	N25°02'06"W
C418	180.00'	11°28'07"	36.03'	35.97'	S47°28'35"W
C419	180.00'	18°02'59"	56.70'	56.47'	S62°14'07"W
C420	180.00'	16°14'37"	51.03'	50.86'	S79°22'55"W
C421	180.00'	32°20'53"	101.62'	100.28'	N76°19'23"W
C424	190.00'	35°57'48"	119.26'	117.31'	N34°28'09"W
C425	190.00'	16°09'24"	53.58'	53.40'	N08°24'33"W



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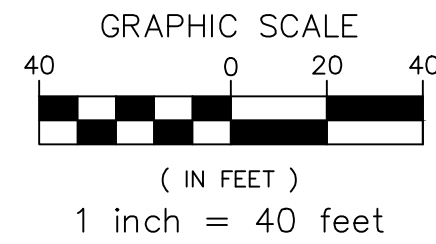
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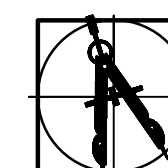
SHEET 6 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Line Table		
Line #	Bearing	Distance
L20	N89°01'23"E	5.05'
L32	S03°09'35"W	23.95'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C180	25.00'	89°44'15"	39.16'	35.27'	N45°11'57"W
C181	25.00'	90°00'00"	39.27'	35.36'	S44°55'56"W
C220	25.00'	90°00'00"	39.27'	35.36'	S45°04'04"E
C221	25.00'	90°15'45"	39.38'	35.44'	N44°48'03"E



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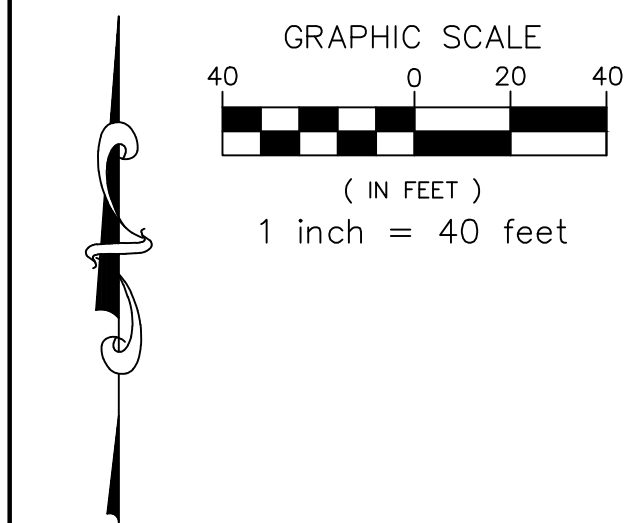
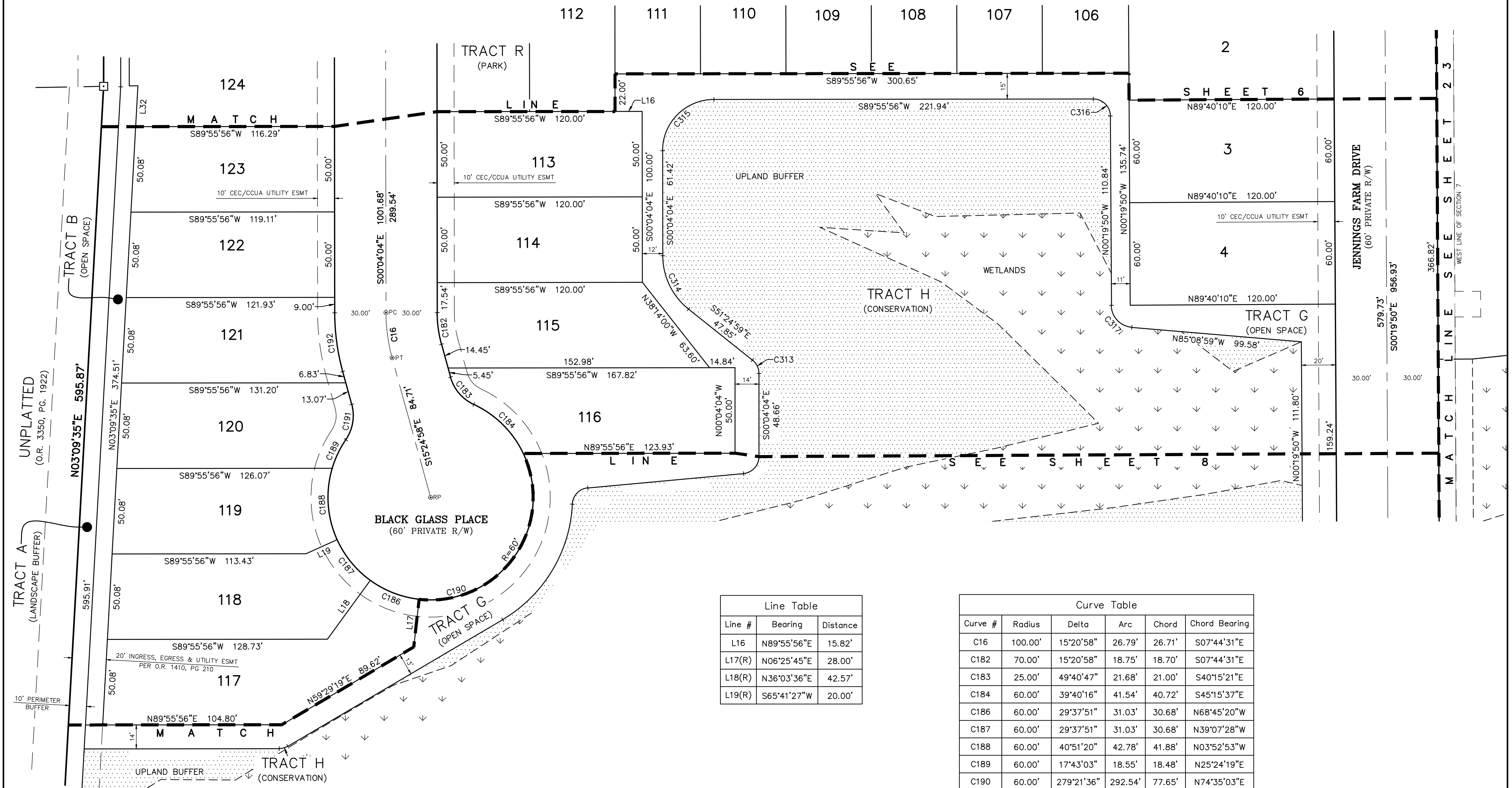
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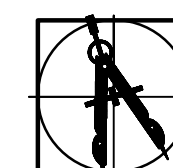
SHEET 7 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Line Table		
Line #	Bearing	Distance
L16	N89°55'56"E	15.82'
L17(R)	N06°25'45"E	28.00'
L18(R)	N36°03'36"E	42.57'
L19(R)	S65°41'27"W	20.00'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C16	100.00'	15°20'58"	26.79'	26.71'	S07°44'31"E
C182	70.00'	15°20'58"	18.75'	18.70'	S07°44'31"E
C183	25.00'	49°40'47"	21.68'	21.00'	S40°15'21"E
C184	60.00'	39°40'16"	41.54'	40.72'	S45°15'37"E
C186	60.00'	29°37'51"	31.03'	30.68'	N68°45'20"W
C187	60.00'	29°37'51"	31.03'	30.68'	N39°07'28"W
C188	60.00'	40°51'20"	42.78'	41.88'	N03°52'53"W
C189	60.00'	17°43'03"	18.55'	18.48'	N25°24'19"E
C190	60.00'	279°21'36"	292.54'	77.65'	N74°35'03"E
C191	25.00'	49°40'49"	21.68'	21.00'	N09°25'26"E
C192	130.00'	15°20'03"	34.83'	34.73'	N07°44'29"W
C313	10.00'	51°20'54"	8.96'	8.67'	S25°44'31"E
C314	40.00'	51°20'54"	35.85'	34.66'	S25°44'31"E
C315	30.00'	90°00'00"	47.12'	42.43'	S44°55'56"W
C316	10.00'	89°44'14"	15.66'	14.11'	N45°11'57"W
C317	13.00'	84°49'09"	19.24'	17.54'	N42°44'25"W



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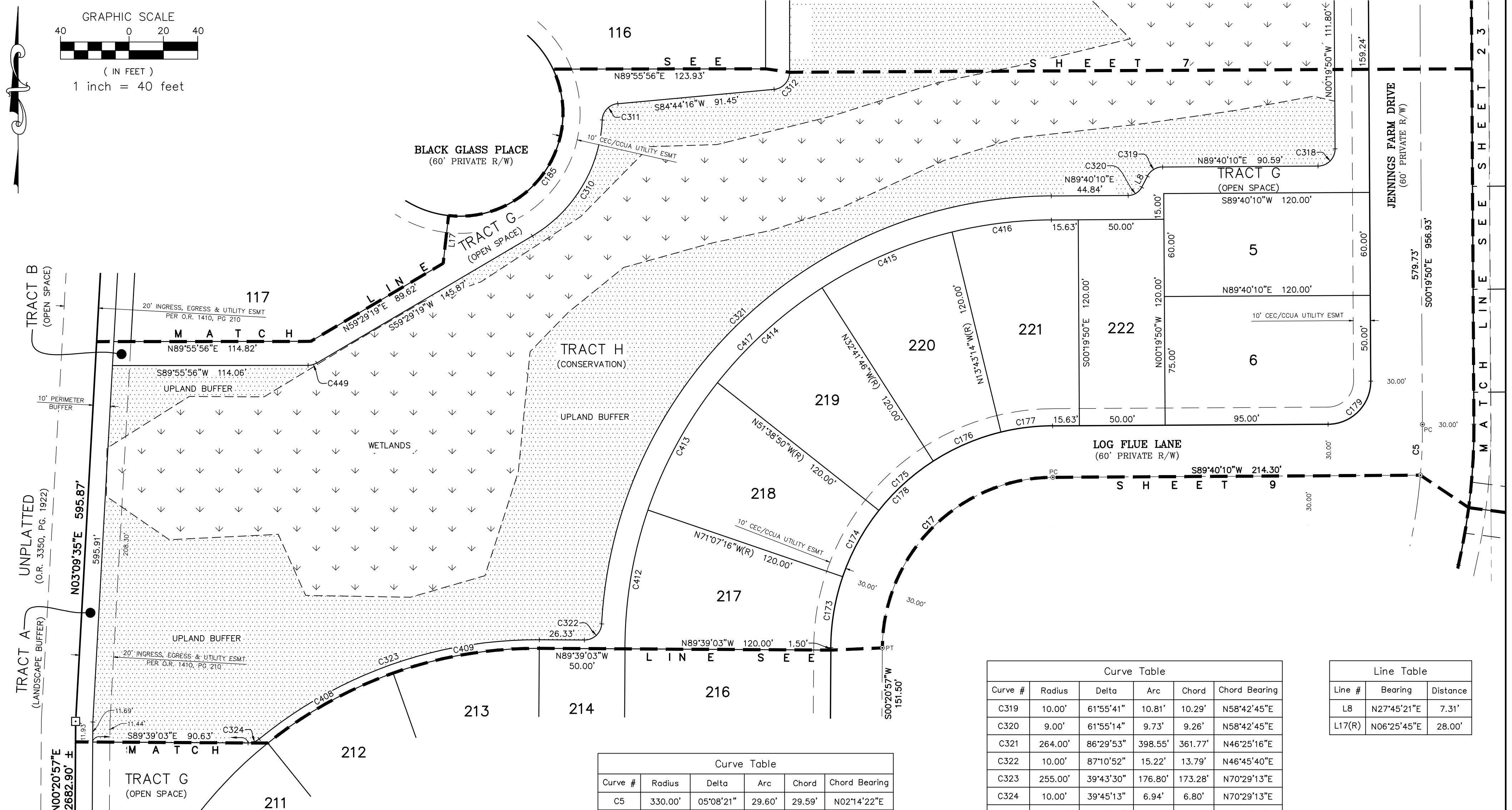
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SHEET 8 OF 32 SHEETS

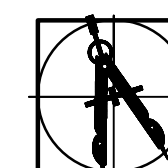
SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C5	330.00'	05°08'21"	29.60'	29.59'	N02°14'22"E
C17	100.00'	89°19'13"	155.89'	140.58'	S45°00'34"W
C173	130.00'	18°31'55"	42.05'	41.87'	N09°36'55"E
C174	130.00'	19°28'22"	44.18'	43.97'	N28°37'03"E
C175	130.00'	18°56'59"	43.00'	42.80'	N47°49'44"E
C176	130.00'	18°58'36"	43.06'	42.86'	N66°47'32"E
C177	130.00'	13°23'21"	30.38'	30.31'	N82°58'30"E
C178	130.00'	89°19'13"	202.66'	182.75'	S45°00'34"W
C179	25.00'	90°00'00"	39.27'	35.36'	N44°40'10"E
C185	60.00'	121°51'09"	127.60'	104.88'	S35°30'10"W
C310	83.00'	56°45'57"	82.23'	78.91'	S31°06'15"W
C311	10.00'	81°59'28"	14.31'	13.12'	S43°43'43"W
C312	10.00'	84°48'20"	14.80'	13.49'	S42°20'06"W
C318	10.00'	89°58'58"	15.71'	14.14'	S44°40'10"W

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C319	10.00'	61°55'41"	10.81'	10.29'	N58°42'45"E
C320	9.00'	61°55'14"	9.73'	9.26'	N58°42'45"E
C321	264.00'	86°29'53"	398.55'	361.77'	N46°25'16"E
C322	10.00'	87°10'52"	15.22'	13.79'	N46°45'40"E
C323	255.00'	39°43'30"	176.80'	173.28'	N70°29'13"E
C324	10.00'	39°45'13"	6.94'	6.80'	N70°29'13"E
C408	250.00'	19°15'48"	84.05'	83.66'	S60°48'46"W
C409	250.00'	19°54'23"	86.86'	86.42'	S80°23'52"W
C412	250.00'	18°52'33"	82.36'	81.99'	S09°26'33"W
C413	250.00'	19°28'25"	84.97'	84.56'	S28°37'02"W
C414	250.00'	18°57'02"	82.69'	82.31'	S47°49'45"W
C415	250.00'	18°58'34"	82.80'	82.42'	S66°47'33"W
C416	250.00'	13°23'22"	58.42'	58.29'	S82°58'31"W
C417	250.00'	89°39'56"	391.24'	352.52'	N44°50'14"E
C449	10.00'	30°26'37"	5.31'	5.25'	S74°42'37"W

Line Table		
Line #	Bearing	Distance
L8	N27°45'21"E	7.31'
L17(R)	N06°25'45"E	28.00'



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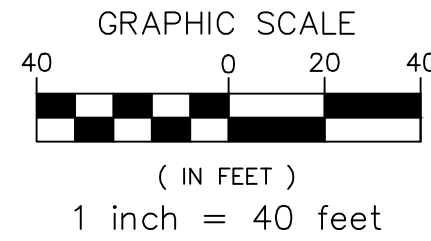
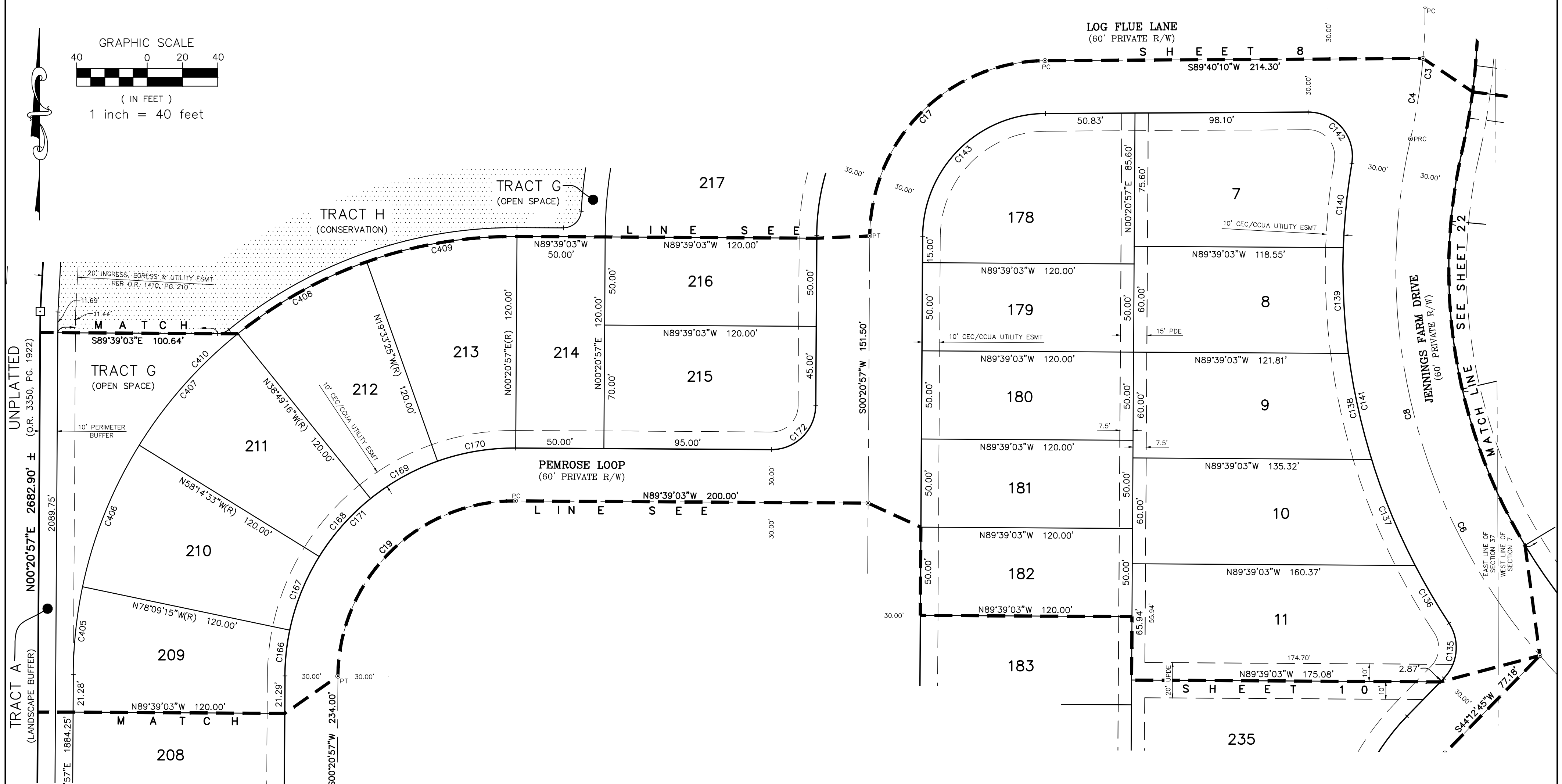
JENNINGS FARM

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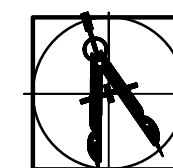
SHEET 9 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C3	330.00'	13°09'46"	75.81'	75.65'	S06°15'03"W
C4	330.00'	08°01'22"	46.21'	46.17'	N08°49'15"E
C6	333.97'	78°04'40"	455.11'	420.70'	S26°12'22"E
C8	333.97'	53°45'42"	313.37'	302.00'	N14°02'53"W
C17	100.00'	89°19'13"	155.89'	140.58'	S45°00'34"W
C19	100.00'	90°00'00"	157.08'	141.42'	S45°20'57"W
C135	25.00'	77°38'10"	33.88'	31.34'	N05°23'40"E
C136	363.97'	05°59'07"	38.02'	38.00'	N30°25'51"W
C137	363.97'	10°14'57"	65.11'	65.02'	N22°18'49"W
C138	363.97'	09°41'34"	61.57'	61.50'	N12°20'34"W
C139	363.97'	09°28'12"	60.16'	60.09'	N02°45'41"W
C140	363.97'	07°33'36"	48.03'	47.99'	N05°45'13"E
C141	363.97'	42°57'26"	272.88'	266.54'	S11°56'42"E
C142	25.00'	99°51'51"	43.57'	38.26'	N40°23'54"W

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C143	70.00'	89°19'13"	109.13'	98.41'	S45°00'34"W
C166	130.00'	11°30'01"	26.09'	26.05'	N06°05'58"E
C167	130.00'	19°54'40"	45.18'	44.95'	N21°48'19"E
C168	130.00'	19°25'09"	44.06'	43.85'	N41°28'13"E
C169	130.00'	19°15'45"	43.71'	43.50'	N60°48'40"E
C170	130.00'	19°54'24"	45.17'	44.94'	N80°23'45"E
C171	130.00'	90°00'00"	204.20'	183.85'	S45°20'57"W
C172	25.00'	90°00'00"	39.27'	35.36'	N45°20'57"E
C405	250.00'	11°30'02"	50.18'	50.10'	S06°05'56"W
C406	250.00'	19°54'42"	86.88'	86.44'	S21°48'18"W
C407	250.00'	19°25'13"	84.74'	84.33'	S41°28'16"W
C408	250.00'	19°15'51"	84.06'	83.66'	S60°48'39"W
C409	250.00'	19°54'27"	86.86'	86.43'	S80°23'48"W
C410	250.00'	90°00'08"	392.71'	353.56'	N45°20'59"E



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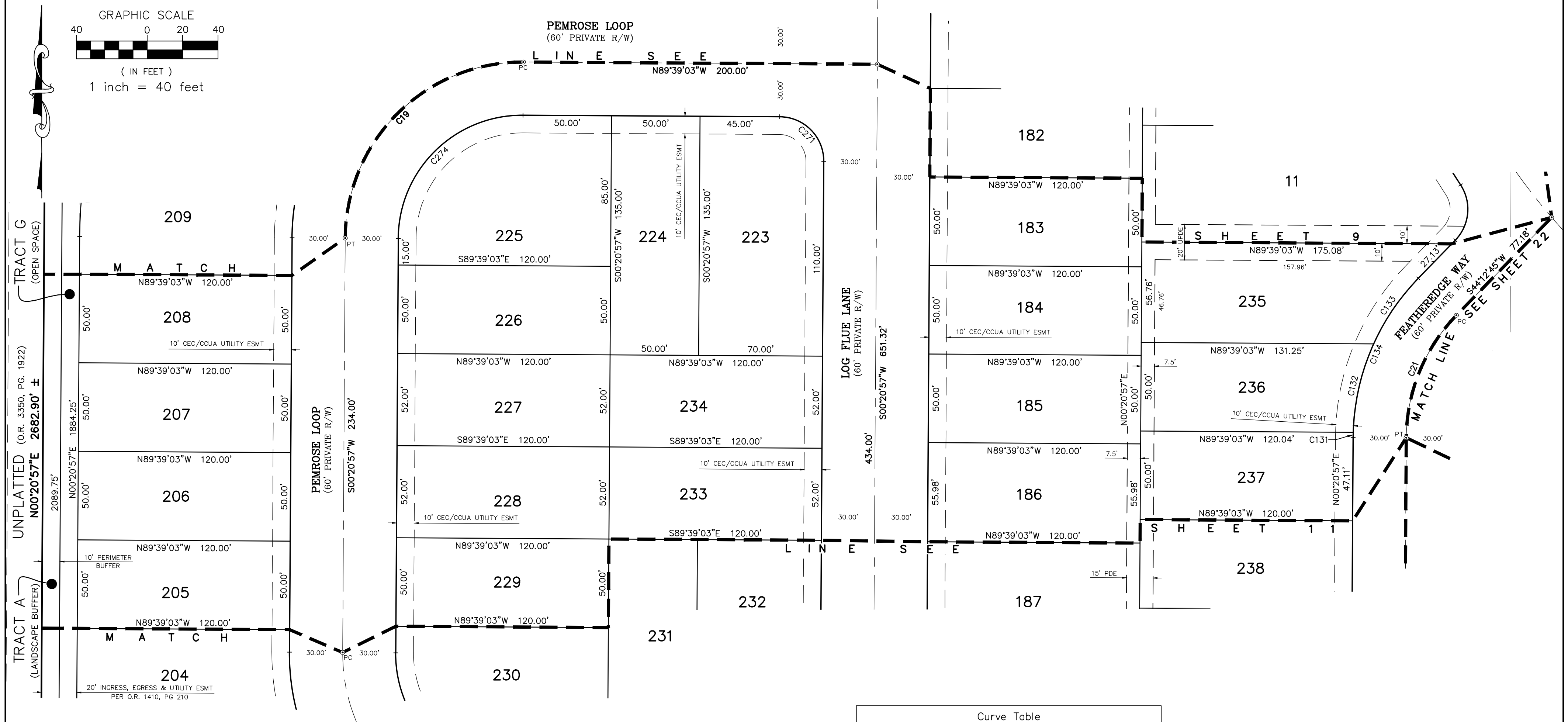
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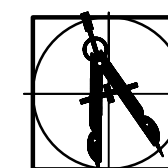
PLAT BOOK ___ PAGE ___

SHEET 10 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C19	100.00'	90°00'00"	157.08'	141.42'	S45°20'57"W
C21	100.00'	43°51'48"	76.56'	74.70'	S22°16'51"W
C131	130.00'	01°16'25"	2.89'	2.89'	N00°59'10"E
C132	130.00'	22°43'56"	51.58'	51.24'	N12°59'20"E
C133	130.00'	19°51'27"	45.06'	44.83'	N34°17'02"E
C134	130.00'	43°51'48"	99.52'	97.11'	S22°16'51"W
C271	25.00'	90°00'00"	39.27'	35.36'	N44°39'03"W
C274	70.00'	90°00'00"	109.96'	98.99'	S45°20'57"W



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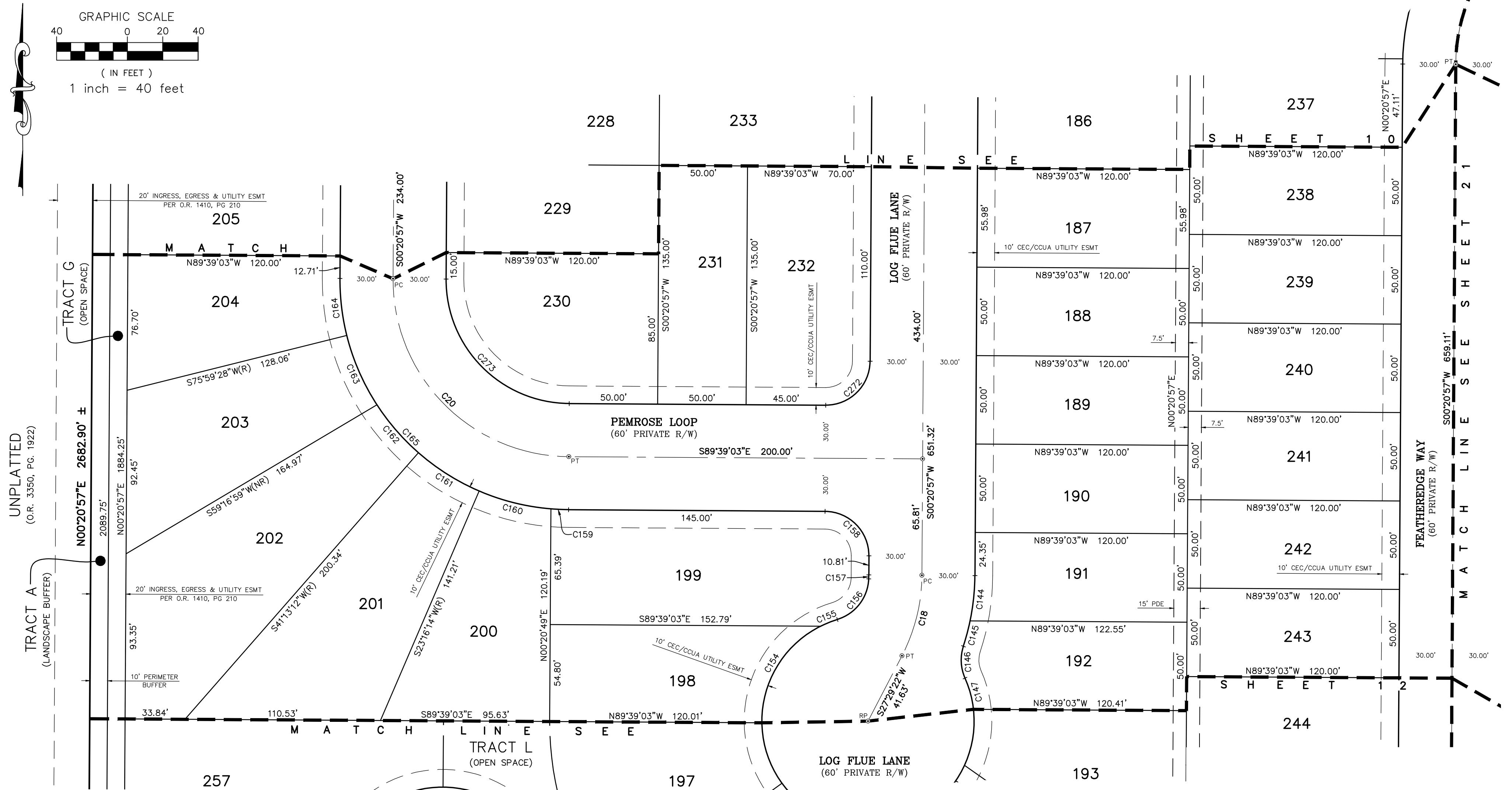
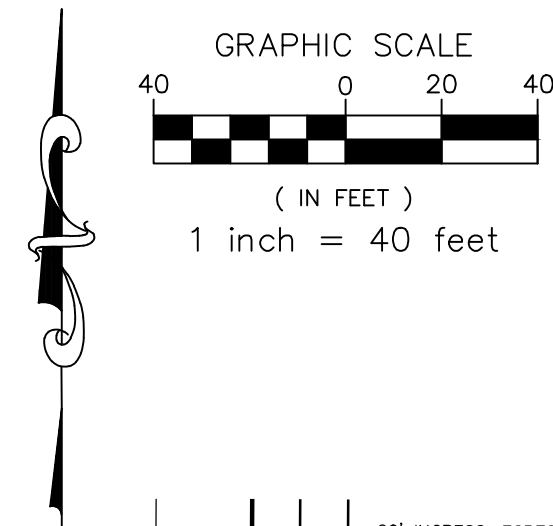
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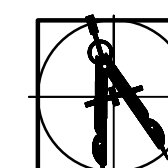
SHEET 11 OF 32 SHEETS

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Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C18	100.00'	27°08'31"	47.37'	46.93'	S13°55'10"W
C20	100.00'	90°00'00"	157.08'	141.42'	S44°39'03"E
C144	130.00'	11°22'35"	25.81'	25.77'	S06°02'12"W
C145	130.00'	06°32'58"	14.86'	14.85'	S14°59'59"W
C146	25.00'	42°12'40"	18.42'	18.00'	S02°49'52"E
C147	60.00'	17°34'22"	18.40'	18.33'	S15°09'01"E
C154	60.00'	64°17'34"	67.33'	63.85'	N31°14'07"E
C155	60.00'	09°50'52"	10.31'	10.30'	N68°18'20"E
C156	25.00'	71°04'12"	31.01'	29.06'	N37°41'53"E
C157	70.00'	01°49'02"	2.22'	2.22'	N01°15'30"W

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C158	25.00'	90°00'00"	39.27'	35.36'	N44°39'03"W
C159	130.00'	04°24'46"	10.01'	10.01'	N87°26'40"W
C160	130.00'	18°30'27"	41.99'	41.81'	N75°59'03"W
C161	130.00'	17°56'59"	40.73'	40.56'	N57°45'20"W
C162	130.00'	15°51'35"	35.98'	35.87'	N40°51'03"W
C163	130.00'	18°54'51"	42.91'	42.72'	N23°27'50"W
C164	130.00'	14°21'22"	32.57'	32.49'	N06°49'44"W
C165	130.00'	90°00'00"	204.20'	183.85'	S44°39'03"E
C272	25.00'	90°00'00"	39.27'	35.36'	N45°20'57"E
C273	70.00'	90°00'00"	109.96'	98.99'	S44°39'03"E



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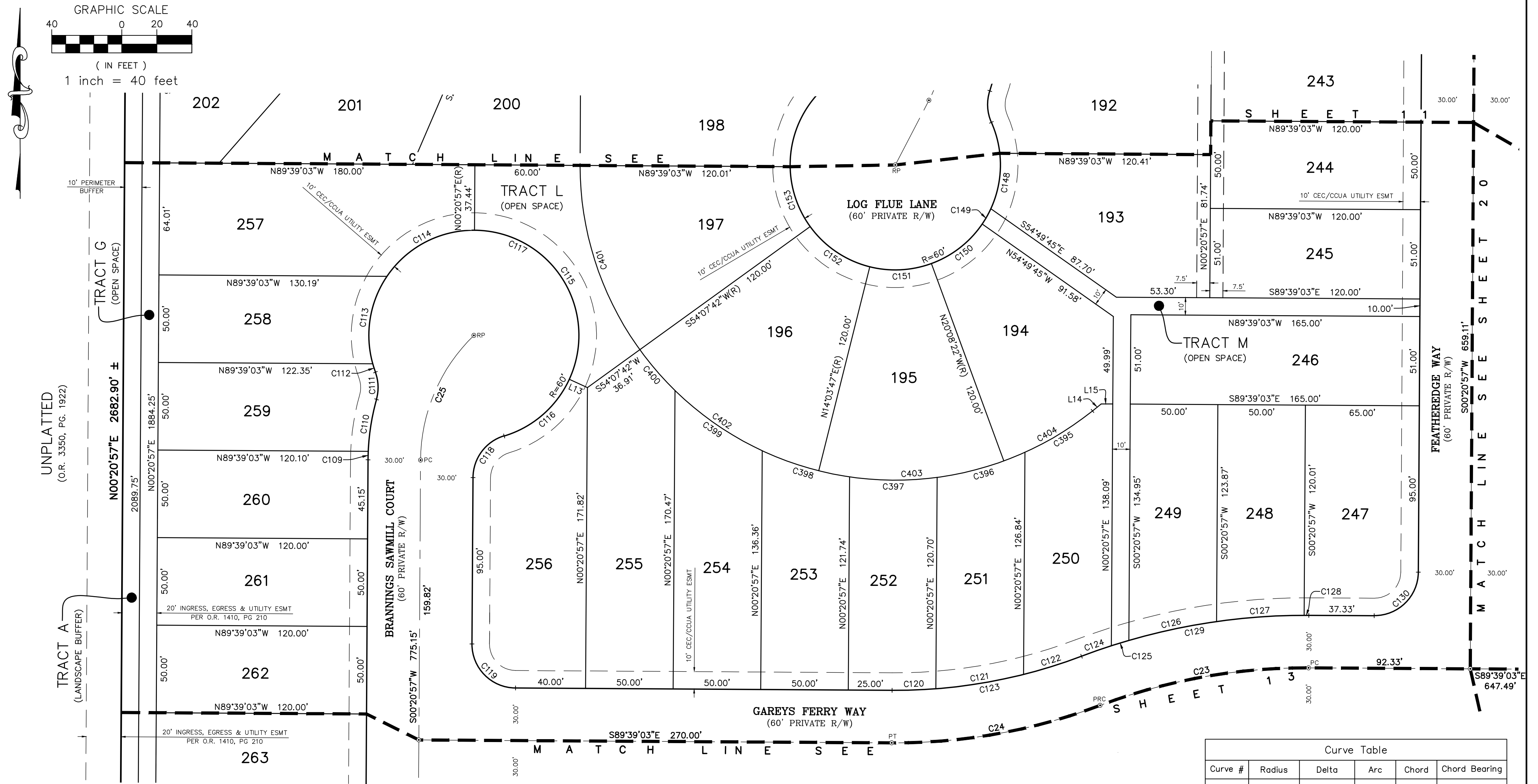
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SHEET 12 OF 32 SHEETS

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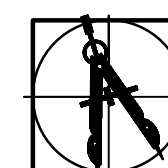
Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C23	330.00'	21°06'24"	121.57'	120.88'	N79°47'46"E
C24	330.00'	21°06'24"	121.57'	120.88'	N79°47'46"E
C25	100.00'	45°34'33"	79.54'	77.46'	S23°08'14"W
C109	130.00'	02°08'15"	4.85'	4.85'	N01°25'09"E
C110	130.00'	13°15'48"	30.09'	30.03'	N09°07'11"E
C111	25.00'	36°14'58"	15.82'	15.55'	N02°22'24"W
C112	60.00'	04°48'51"	5.04'	5.04'	N18°05'27"W
C113	60.00'	49°53'25"	52.25'	50.61'	N09°15'41"E
C114	60.00'	56°08'40"	58.79'	56.47'	N62°16'43"E
C115	60.00'	114°20'29"	119.74'	100.84'	S32°28'42"E

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C116	60.00'	48°33'13"	50.85'	49.34'	S48°58'09"W
C117	60.00'	273°44'38"	286.66'	82.04'	N63°37'34"W
C118	25.00'	72°53'49"	31.81'	29.70'	S36°47'51"W
C119	25.00'	90°00'00"	39.27'	35.36'	S44°39'03"E
C120	300.00'	04°46'47"	25.03'	25.02'	N87°57'34"E
C121	300.00'	09°41'47"	50.77'	50.71'	N80°43'17"E
C122	300.00'	06°37'50"	34.72'	34.70'	N72°33'29"E
C123	300.00'	21°06'24"	110.51'	109.89'	S79°47'46"W
C124	360.00'	02°52'06"	18.02'	18.02'	N70°40'37"E
C125	360.00'	01°40'05"	10.48'	10.48'	N72°56'42"E

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C126	360.00'	08°09'26"	51.25'	51.21'	N77°51'27"E
C127	360.00'	07°59'17"	50.19'	50.15'	N85°55'49"E
C128	360.00'	00°25'31"	2.67'	2.67'	S89°51'47"E
C129	360.00'	21°06'24"	132.62'	131.87'	S79°47'46"W
C130	25.00'	90°00'00"	39.27'	35.36'	N45°20'57"E
C148	60.00'	030°57'50"	32.43'	32.03'	S09°07'05"W
C149	60.00'	09°36'33"	10.06'	10.05'	S29°24'17"W
C150	60.00'	35°39'05"	37.33'	36.73'	S52°02'05"W
C151	60.00'	34°12'09"	35.82'	35.29'	S86°57'43"W
C152	60.00'	40°03'55"	41.96'	41.11'	N55°54'16"W

Line Table		
Line #	Bearing	Distance
L13(R)	N65°17'57"W	11.35'
L14	S51°16'48"W	6.39'
L15	N89°39'03"W	6.59'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C153	60.00'	34°57'38"	36.61'	36.04'	N18°23'29"W
C395	180.00'	14°26'54"	45.39'	45.27'	S58°30'01"W
C396	180.00'	16°38'22"	52.27'	52.09'	S74°02'39"W
C397	180.00'	15°58'00"	50.16'	50.00'	N89°39'10"W
C398	180.00'	16°38'26"	52.28'	52.09'	N73°20'57"W
C399	180.00'	19°21'29"	60.82'	60.53'	N55°21'00"W
C400	180.00'	09°47'58"	30.78'	30.74'	N40°46'17"W
C401	180.00'	35°48'03"	112.47'	110.65'	S17°58'17"E
C402	180.00'	40°03'55"	125.87'	123.32'	S55°54'16"E
C403	180.00'	34°12'09"	107.45'	105.86'	N86°57'43"E
C404	180.00'	18°35'03"	58.38'	58.13'	N60°34'06"E



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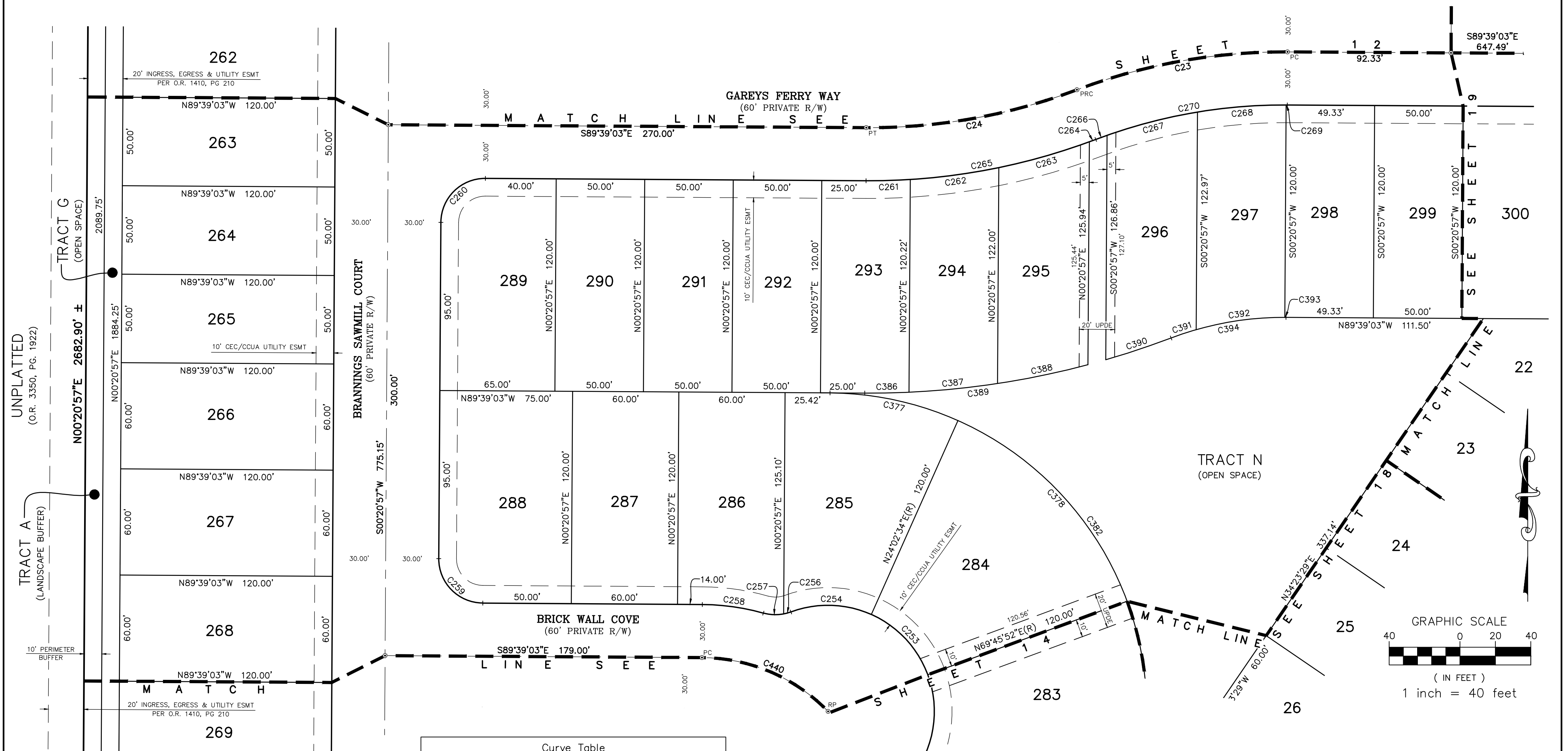
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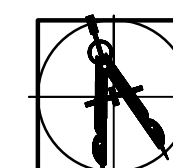
SHEET 13 OF 32 SHEETS

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Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C267	330.00'	21°06'24"	121.57'	120.88'	N79°47'46"E
C23	330.00'	21°06'24"	121.57'	120.88'	N79°47'46"E
C24	330.00'	21°06'24"	121.57'	120.88'	N79°47'46"E
C253	60.00'	45°43'18"	47.88'	46.62'	S43°05'47"E
C254	60.00'	44°32'37"	46.65'	45.48'	S88°13'44"E
C256	25.00'	09°42'19"	4.24'	4.23'	N74°21'07"E
C257	25.00'	26°32'49"	11.58'	11.48'	S87°31'19"E
C258	130.00'	15°24'00"	34.95'	34.84'	S81°56'55"E
C259	25.00'	90°00'00"	39.27'	35.36'	S44°39'03"E
C260	25.00'	90°00'00"	39.27'	35.36'	S45°20'57"W
C261	360.00'	03°58'58"	25.02'	25.02'	S88°21'29"W
C262	360.00'	08°02'32"	50.53'	50.49'	S82°20'44"W
C263	360.00'	08°27'43"	53.17'	53.12'	S74°05'36"W
C264	360.00'	00°37'10"	3.89'	3.89'	S69°33'09"W
C265	360.00'	21°06'24"	132.62'	131.87'	N79°47'46"E
C266	300.00'	01°17'49"	6.79'	6.79'	S69°53'28"W

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C267	300.00'	10°05'08"	52.81'	52.74'	S75°34'56"W
C268	300.00'	09°35'48"	50.24'	50.19'	S85°25'25"W
C269	300.00'	00°07'39"	0.67'	0.67'	N89°42'51"W
C270	300.00'	21°06'24"	110.51'	109.89'	N79°47'46"E
C377	180.00'	23°41'38"	74.43'	73.91'	N77°48'15"W
C378	180.00'	45°43'18"	143.64'	139.86'	N43°05'47"W
C382	180.00'	109°31'25"	344.08'	294.03'	S34°53'22"E
C386	480.00'	02°59'10"	25.01'	25.01'	N88°51'23"E
C387	480.00'	06°00'13"	50.30'	50.27'	N84°21'42"E
C388	480.00'	06°13'43"	52.18'	52.16'	N78°14'43"E
C389	480.00'	15°13'06"	127.49'	127.12'	S82°44'25"W
C390	480.00'	04°38'51"	38.93'	38.92'	N71°33'59"E
C391	180.00'	04°45'23"	14.94'	14.94'	N71°37'15"E
C392	180.00'	16°08'17"	50.69'	50.53'	N82°04'05"E
C393	180.00'	00°12'44"	0.67'	0.67'	S89°45'24"E
C394	180.00'	21°06'24"	66.31'	65.93'	S79°47'46"W
C440	100.03'	45°33'54"	79.55'	77.47'	S66°51'58"E



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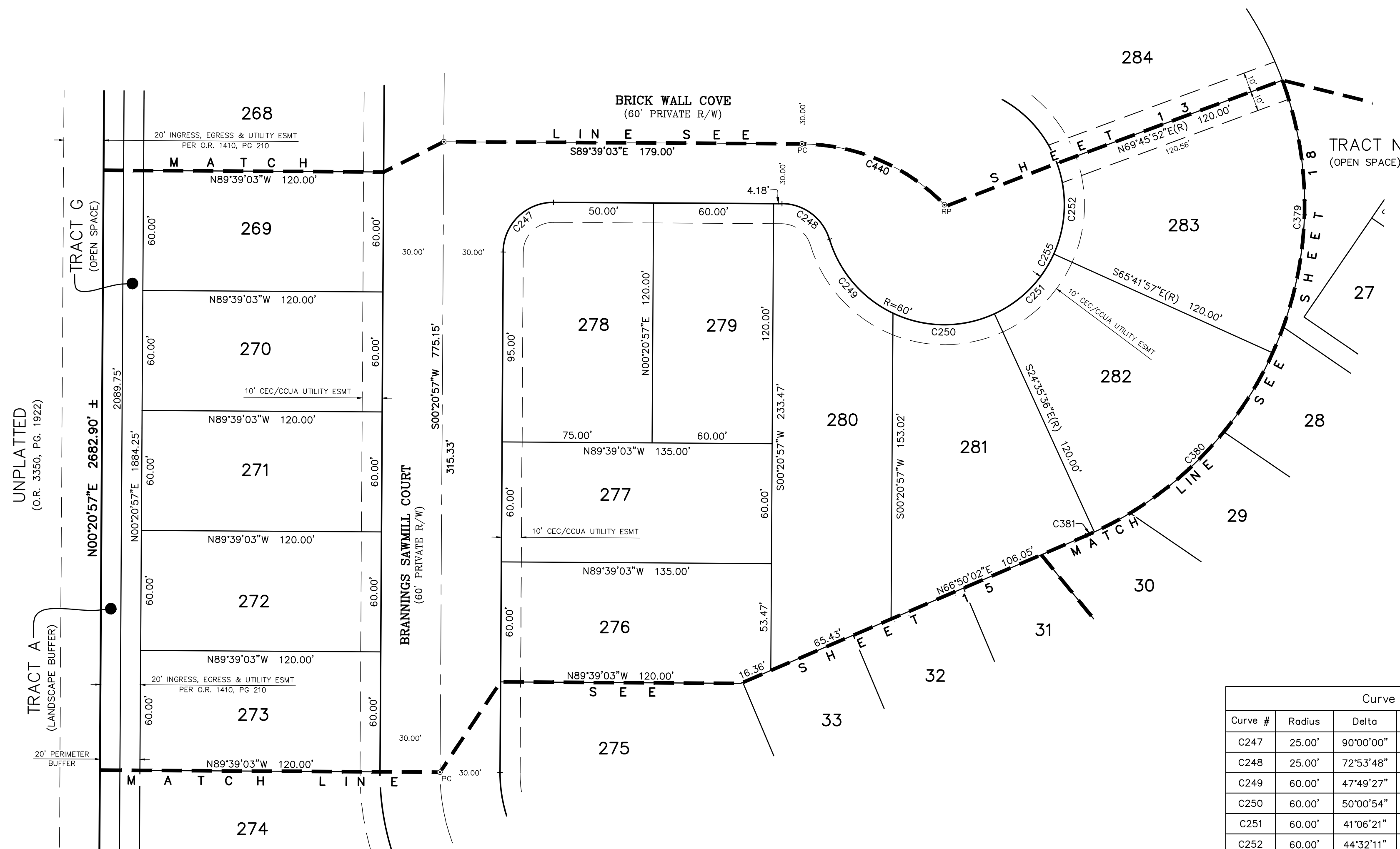
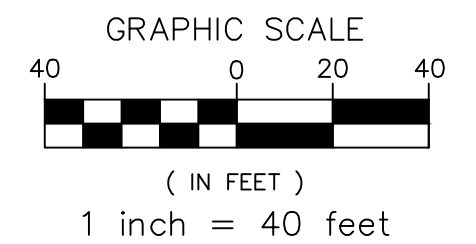
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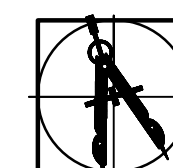
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SHEET 14 OF 32 SHEETS

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Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C247	25.00'	90°00'00"	39.27'	35.36'	S45°20'57"W
C248	25.00'	72°53'48"	31.81'	29.70'	N53°12'09"W
C249	60.00'	47°49'27"	50.08'	48.64'	N40°39'58"W
C250	60.00'	50°00'54"	52.37'	50.73'	N89°35'09"W
C251	60.00'	41°06'21"	43.05'	42.13'	S44°51'14"W
C252	60.00'	44°32'11"	46.64'	45.47'	S02°01'58"W
C255	60.00'	273°44'47"	286.67'	82.03'	N26°22'17"E
C379	180.00'	44°32'11"	139.92'	136.42'	N02°01'58"E
C380	180.00'	41°06'21"	129.14'	126.39'	N44°51'14"E
C381	180.00'	01°25'40"	4.48'	4.48'	N66°07'14"E
C440	100.03'	45°33'54"	79.55'	77.47'	S66°51'58"E



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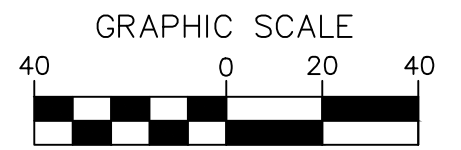
JENNINGS FARM

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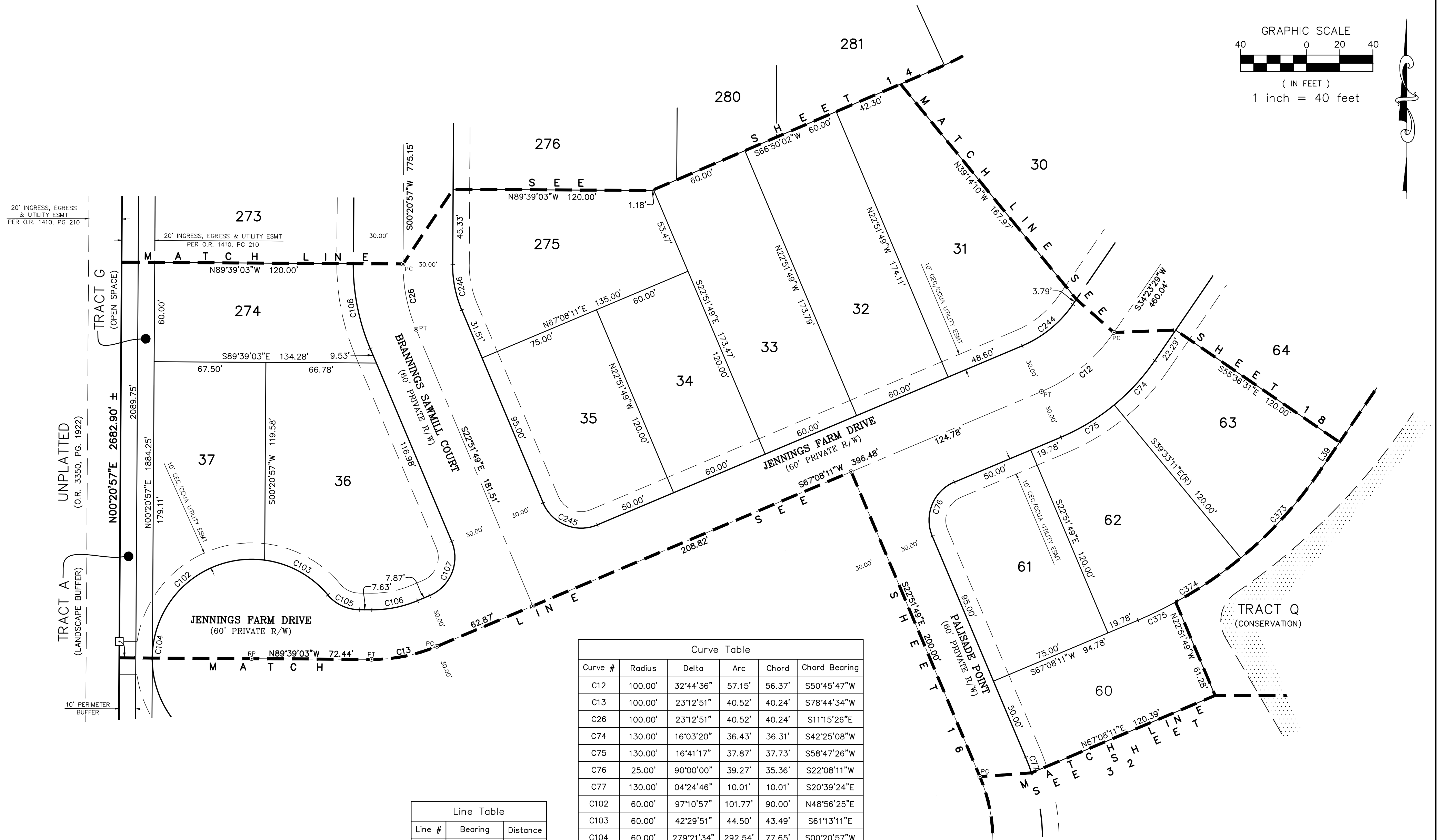
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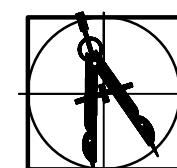


1 inch = 40 feet



Line Table		
Line #	Bearing	Distance
L39	N34°23'29"E	22.29'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C12	100.00'	32°44'36"	57.15'	56.37'	S50°45'47"W
C13	100.00'	23°12'51"	40.52'	40.24'	S78°44'34"W
C26	100.00'	23°12'51"	40.52'	40.24'	S11°15'26"E
C74	130.00'	16°03'20"	36.43'	36.31'	S42°25'08"W
C75	130.00'	16°41'17"	37.87'	37.73'	S58°47'26"W
C76	25.00'	90°00'00"	39.27'	35.36'	S22°08'11"W
C77	130.00'	04°24'46"	10.01'	10.01'	S20°39'24"E
C102	60.00'	97°10'57"	101.77'	90.00'	N48°56'25"E
C103	60.00'	42°29'51"	44.50'	43.49'	S61°13'11"E
C104	60.00'	279°21'34"	292.54'	77.65'	S00°20'57"W
C105	25.00'	49°40'47"	21.68'	21.00'	S64°48'39"E
C106	70.00'	23°12'51"	28.36'	28.17'	N78°44'34"E
C107	25.00'	90°00'00"	39.27'	35.36'	N22°08'11"E
C108	130.00'	23°12'51"	52.67'	52.31'	N11°15'26"W
C244	70.00'	32°44'36"	40.01'	39.46'	N50°45'47"E
C245	25.00'	90°00'00"	39.27'	35.36'	S67°51'49"E
C246	70.00'	23°12'51"	28.36'	28.17'	S11°15'26"E
C373	250.00'	16°03'20"	70.06'	69.83'	N42°25'09"E
C374	250.00'	16°41'16"	72.82'	72.56'	N58°47'27"E
C375	250.00'	05°47'22"	25.26'	25.25'	S64°14'23"W



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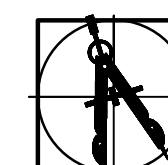
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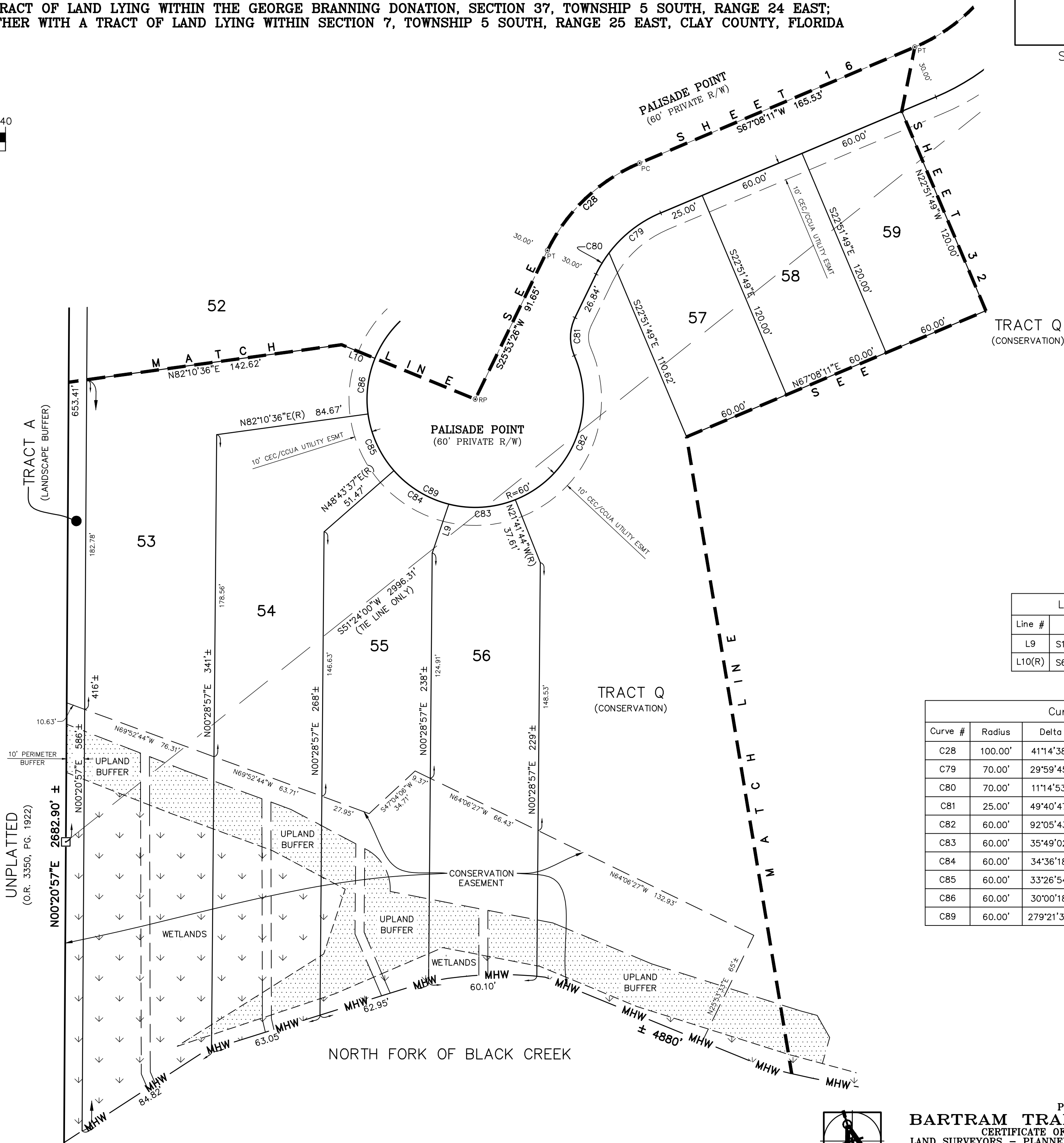
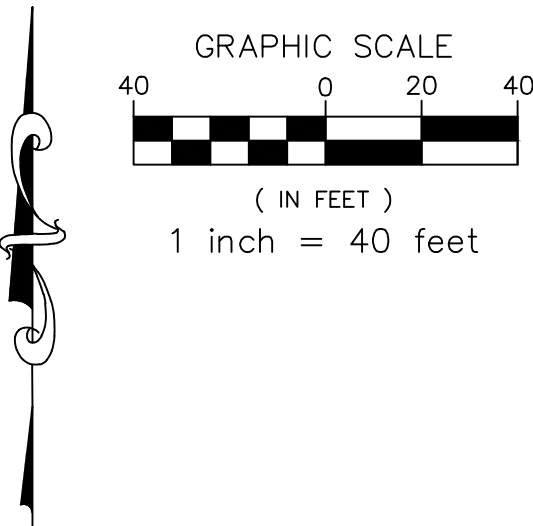
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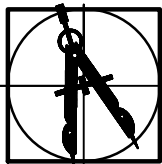
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Line Table		
Line #	Bearing	Distance
L9	S18°48'12"W	28.65'
L10(R)	S67°49'24"E	20.00'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C28	100.00'	41°14'38"	71.99'	70.44'	S46°30'49"W
C79	70.00'	29°59'45"	36.65'	36.23'	S52°08'15"W
C80	70.00'	11°14'53"	13.74'	13.72'	S31°30'56"W
C81	25.00'	49°40'47"	21.68'	21.00'	S01°03'02"W
C82	60.00'	92°05'43"	96.44'	86.39'	S22°15'30"W
C83	60.00'	35°49'02"	37.51'	36.90'	S86°12'53"W
C84	60.00'	34°36'18"	36.24'	35.69'	S58°34'27"W
C85	60.00'	33°26'54"	35.03'	34.53'	N24°32'51"W
C86	60.00'	30°00'18"	31.42'	31.06'	N07°10'45"E
C89	60.00'	279°21'34"	292.54'	77.65'	S64°06'34"E

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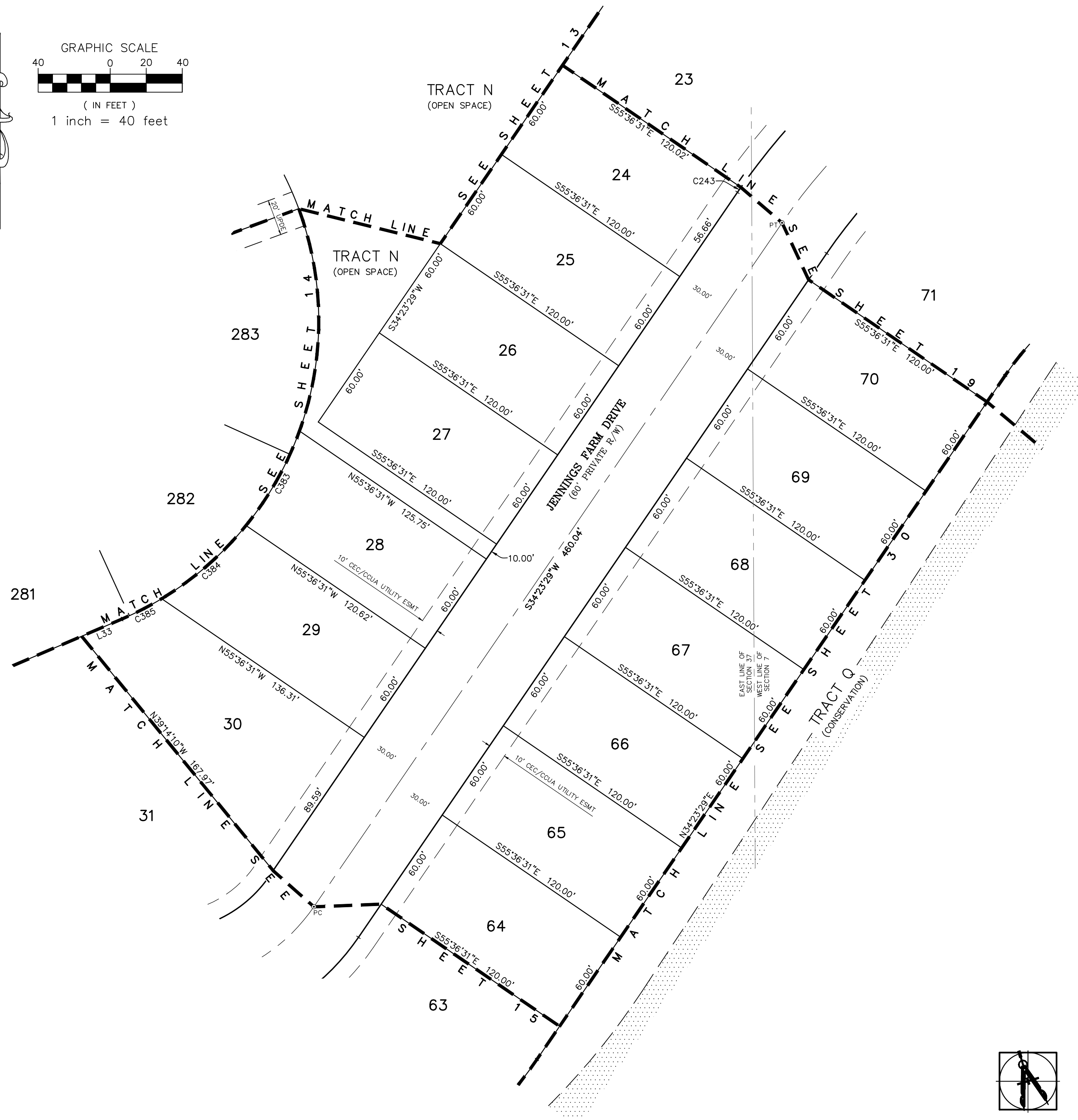
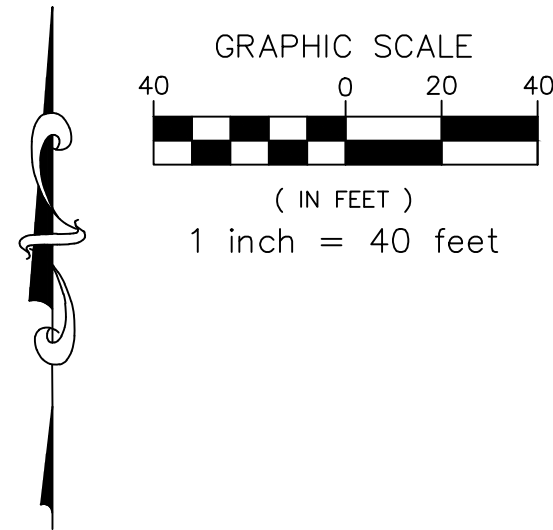
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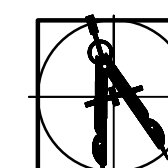
SHEET 18 OF 32 SHEETS

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Line Table		
Line #	Bearing	Distance
L33	S66°50'02"W	24.36'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C243	360.00'	00°31'52"	3.34'	3.34'	N34°39'25"E
C383	180.00'	19°15'32"	60.50'	60.22'	S29°30'07"W
C384	180.00'	19°50'25"	62.33'	62.02'	S49°03'05"W
C385	180.00'	07°51'47"	24.70'	24.68'	S62°54'10"W



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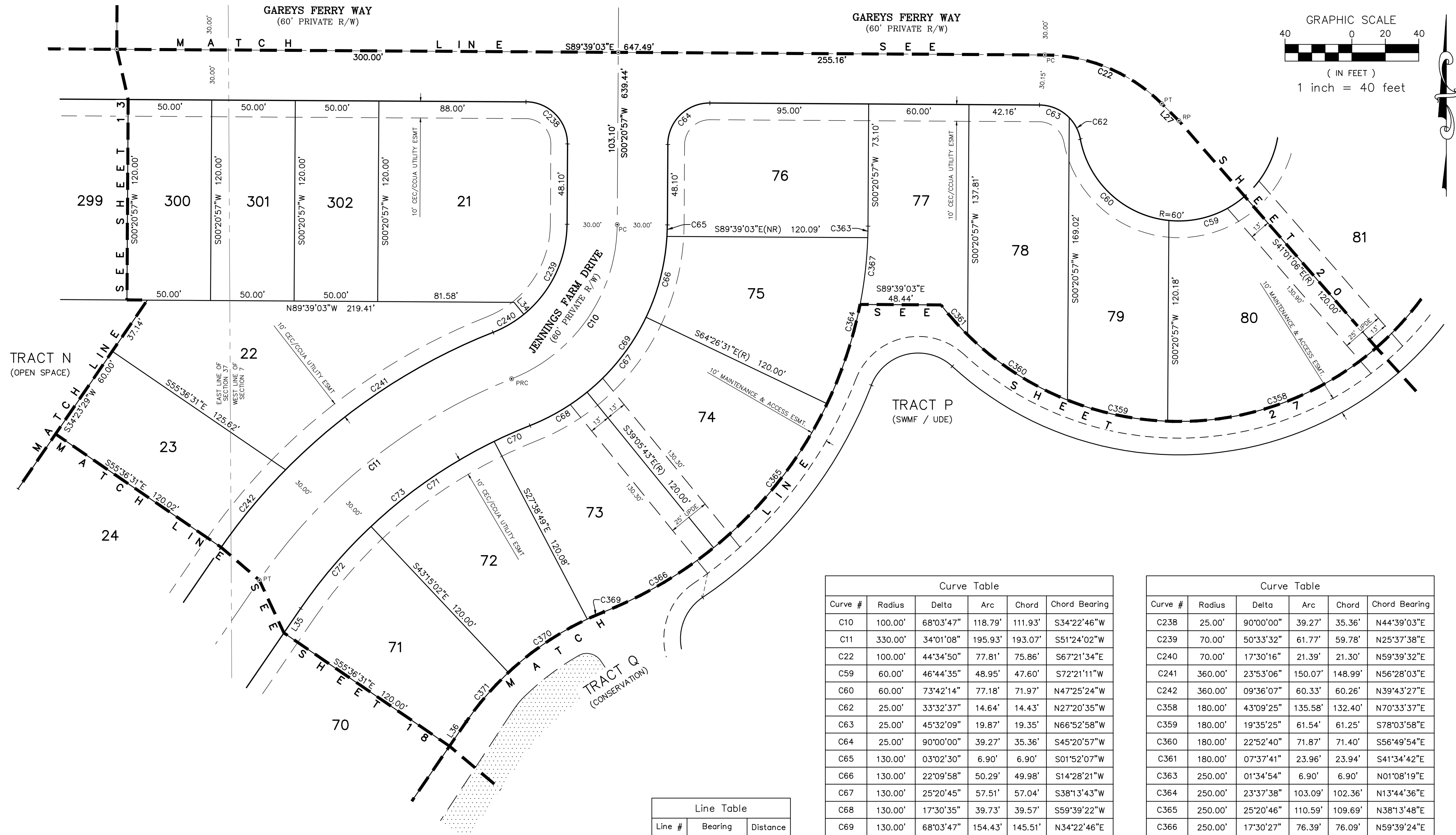
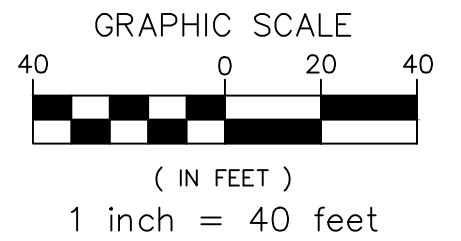
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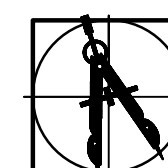
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Line Table		
Line #	Bearing	Distance
L27	S45°04'04"E	14.42'
L34(R)	S39°05'43"E	9.27'
L35	S34°23'29"W	17.75'
L36	N34°23'29"E	17.75'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C10	100.00'	68°03'47"	118.79'	111.93'	S34°22'46"W
C11	330.00'	34°01'08"	195.93'	193.07'	S51°24'02"W
C22	100.00'	44°34'50"	77.81'	75.86'	S67°21'34"E
C59	60.00'	46°44'35"	48.95'	47.60'	S72°21'11"W
C60	60.00'	73°42'14"	77.18'	71.97'	N47°25'24"W
C62	25.00'	33°32'37"	14.64'	14.43'	N27°20'35"W
C63	25.00'	45°32'09"	19.87'	19.35'	N66°52'58"W
C64	25.00'	90°00'00"	39.27'	35.36'	S45°20'57"W
C65	130.00'	03°02'30"	6.90'	6.90'	S01°52'07"W
C66	130.00'	22°09'58"	50.29'	49.98'	S14°28'21"W
C67	130.00'	25°20'45"	57.51'	57.04'	S38°13'43"W
C68	130.00'	17°30'35"	39.73'	39.57'	S59°39'22"W
C69	130.00'	68°03'47"	154.43'	145.51'	N34°22'46"E
C70	300.00'	04°29'08"	23.49'	23.48'	S66°10'02"W
C71	300.00'	17°10'29"	89.93'	89.59'	S55°20'14"W
C72	300.00'	12°21'32"	64.71'	64.58'	S40°34'14"W
C73	300.00'	34°01'08"	178.12'	175.52'	N51°24'02"E

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C238	25.00'	90°00'00"	39.27'	35.36'	N44°39'03"E
C239	70.00'	50°33'32"	61.77'	59.78'	N25°37'38"E
C240	70.00'	17°30'16"	21.39'	21.30'	N59°39'32"E
C241	360.00'	23°53'06"	150.07'	148.99'	N56°28'03"E
C242	360.00'	09°36'07"	60.33'	60.26'	N39°43'27"E
C358	180.00'	43°09'25"	135.58'	132.40'	N70°33'37"E
C359	180.00'	19°35'25"	61.54'	61.25'	S78°03'58"E
C360	180.00'	22°52'40"	71.87'	71.40'	S56°49'54"E
C361	180.00'	07°37'41"	23.96'	23.94'	S41°34'42"E
C363	250.00'	01°34'54"	6.90'	6.90'	N01°08'19"E
C364	250.00'	23°37'38"	103.09'	102.36'	N13°44'36"E
C365	250.00'	25°20'46"	110.59'	109.69'	N38°13'48"E
C366	250.00'	17°30'27"	76.39'	76.09'	N59°39'24"E
C367	250.00'	10°48'46"	47.18'	47.11'	S05°45'15"W
C369	180.00'	03°26'15"	10.80'	10.80'	N66°41'29"E
C370	180.00'	18°13'21"	57.25'	57.01'	N55°51'41"E
C371	180.00'	12°21'32"	38.83'	38.75'	N40°34'14"E



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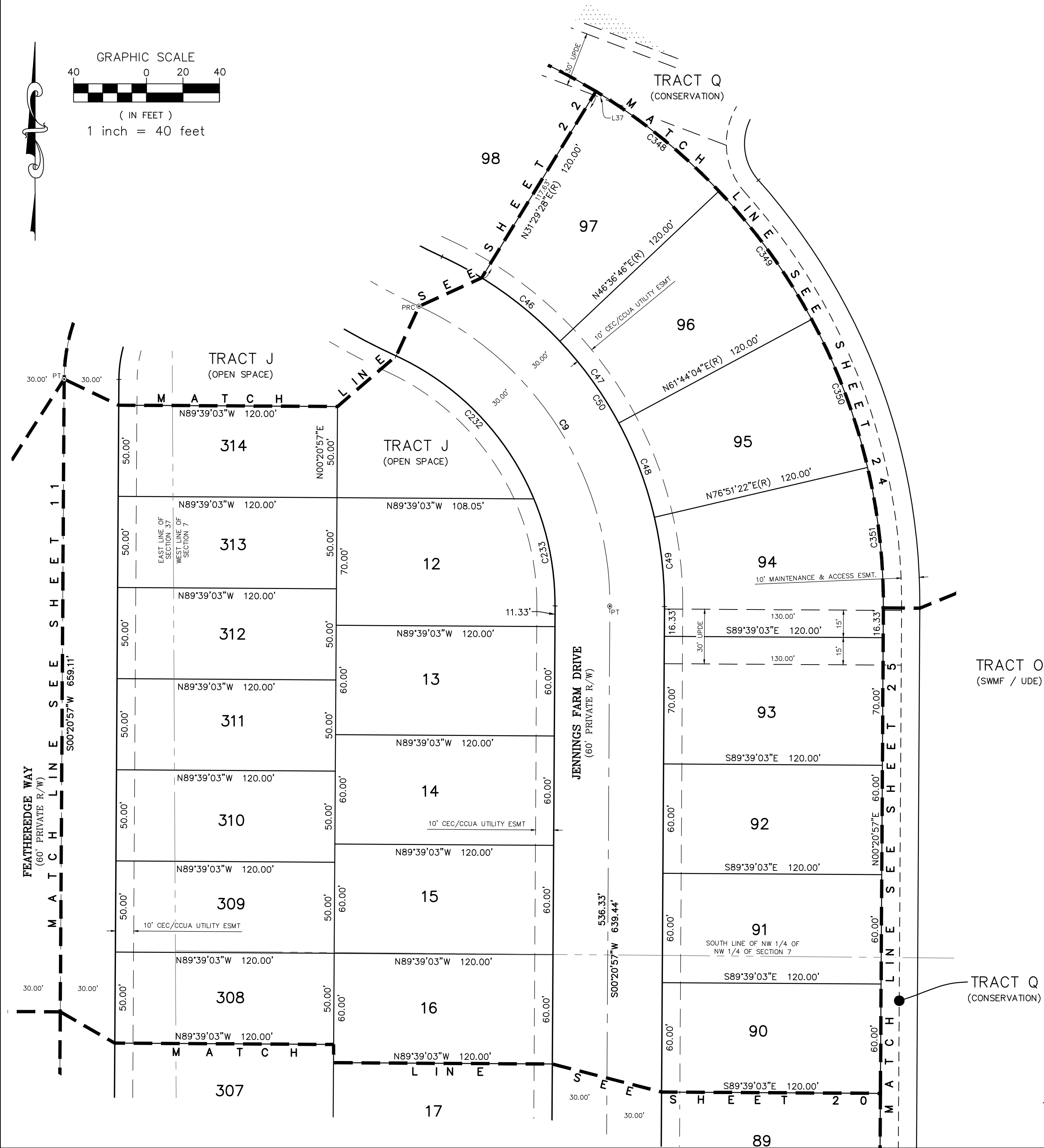
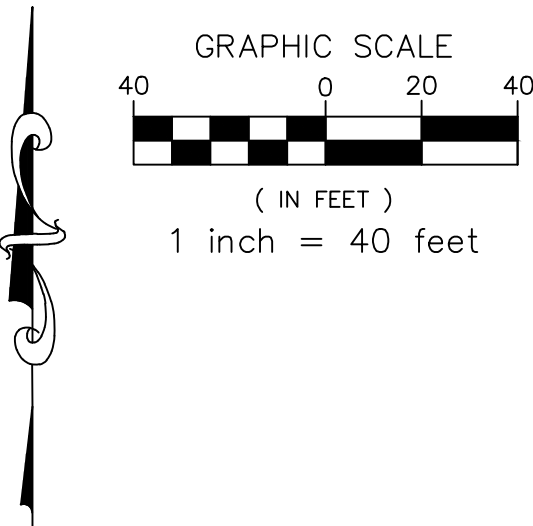
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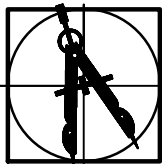
SHEET 21 OF 32 SHEETS

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Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C9	180.00'	65°35'40"	206.07'	195.00'	S32°26'52"E
C46	210.00'	15°07'15"	55.42'	55.26'	S50°56'44"E
C47	210.00'	15°07'15"	55.42'	55.26'	S35°49'29"E
C48	210.00'	15°07'15"	55.42'	55.26'	S20°42'14"E
C49	210.00'	13°29'35"	49.45'	49.34'	S06°23'49"E
C50	210.00'	65°35'40"	240.42'	227.50'	N32°26'52"W
C232	150.00'	42°34'16"	111.45'	108.90'	N43°57'34"W
C233	150.00'	23°01'24"	60.27'	59.87'	N11°09'44"W
C348	330.00'	15°07'16"	87.09'	86.84'	N50°56'47"W
C349	330.00'	15°07'16"	87.09'	86.84'	N35°49'31"W
C350	330.00'	15°07'16"	87.09'	86.84'	N20°42'15"W
C351	330.00'	13°29'35"	77.71'	77.54'	N06°23'50"W

Line Table		
Line #	Bearing	Distance
L37	N69°12'45"W	11.68'



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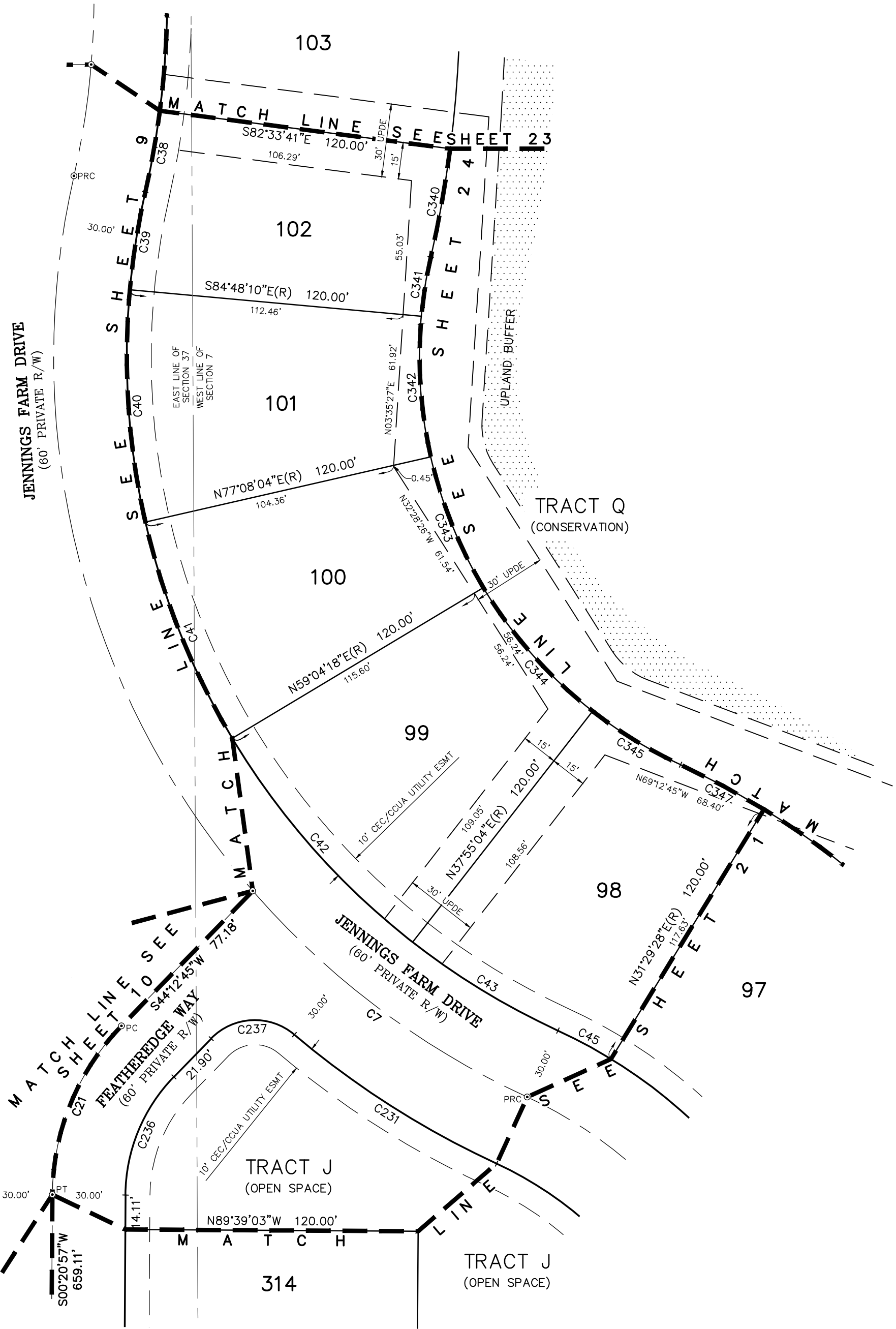
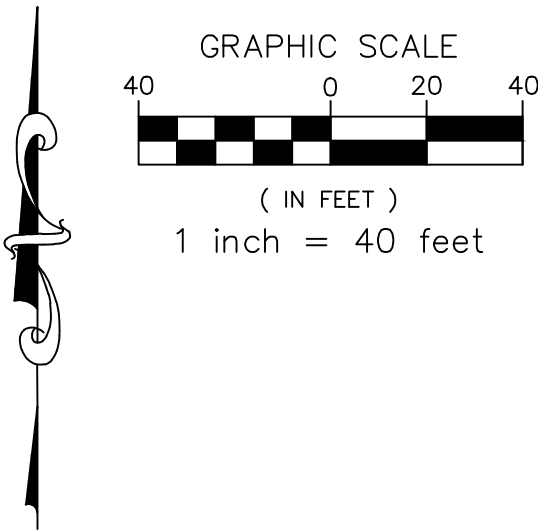
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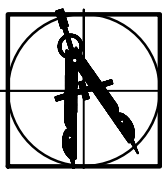
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Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C7	333.97'	24°18'58"	141.74'	140.68'	N53°05'13"W
C21	100.00'	43°51'48"	76.56'	74.70'	S22°16'51"W
C38	360.00'	05°23'39"	33.89'	33.88'	S10°08'06"W
C39	303.97'	07°38'10"	40.51'	40.48'	S09°00'53"W
C40	303.97'	18°03'45"	95.83'	95.43'	S03°50'04"E
C41	303.97'	18°03'45"	95.83'	95.43'	S21°53'49"E
C42	303.97'	21°09'13"	112.23'	111.59'	S41°30'18"E
C43	303.97'	13°09'47"	69.83'	69.68'	S58°39'48"E
C45	210.00'	06°44'20"	24.70'	24.69'	S61°52'32"E
C231	363.97'	15°31'10"	98.59'	98.29'	N57°29'07"W
C236	70.00'	43°51'48"	53.59'	52.29'	S22°16'51"W
C237	25.00'	86°03'43"	37.55'	34.12'	S87°14'36"W
C340	480.00'	05°23'38"	45.19'	45.17'	N10°08'07"E
C341	183.97'	07°38'11"	24.52'	24.50'	N09°00'52"E
C342	183.97'	18°03'44"	58.00'	57.76'	N03°50'05"W
C343	183.97'	18°03'44"	58.00'	57.76'	N21°53'49"W
C344	183.97'	21°09'13"	67.92'	67.54'	N41°30'18"W
C345	183.97'	13°09'48"	42.27'	42.17'	N58°39'48"W
C347	330.00'	06°44'16"	38.81'	38.79'	N61°52'34"W



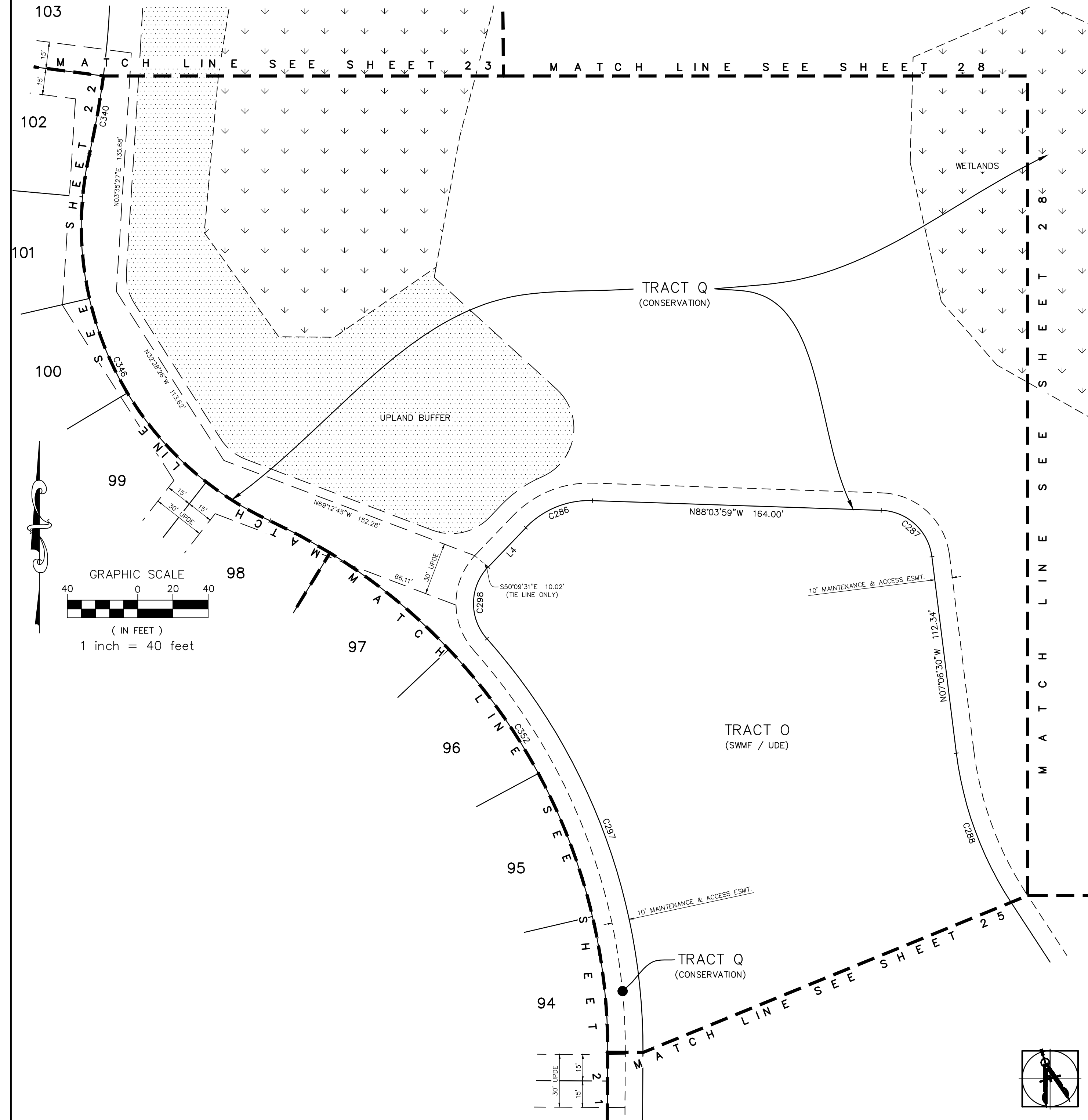
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SHEET 24 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Line Table		
Line #	Bearing	Distance
L4	S43°48'12"W	30.83'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C286	50.00'	48°08'00"	42.00'	40.78'	S67°52'06"W
C287	30.00'	80°57'27"	42.39'	38.95'	N47°35'15"W
C288	200.00'	26°03'10"	90.94'	90.16'	N20°08'07"W
C297	350.00'	42°01'05"	256.67'	250.96'	S20°39'35"E
C298	30.00'	85°28'45"	44.76'	40.72'	S01°04'02"W
C346	183.97'	78°04'42"	250.70'	231.75'	S26°12'21"E
C352	330.00'	65°35'40"	377.80'	357.50'	S32°26'52"E

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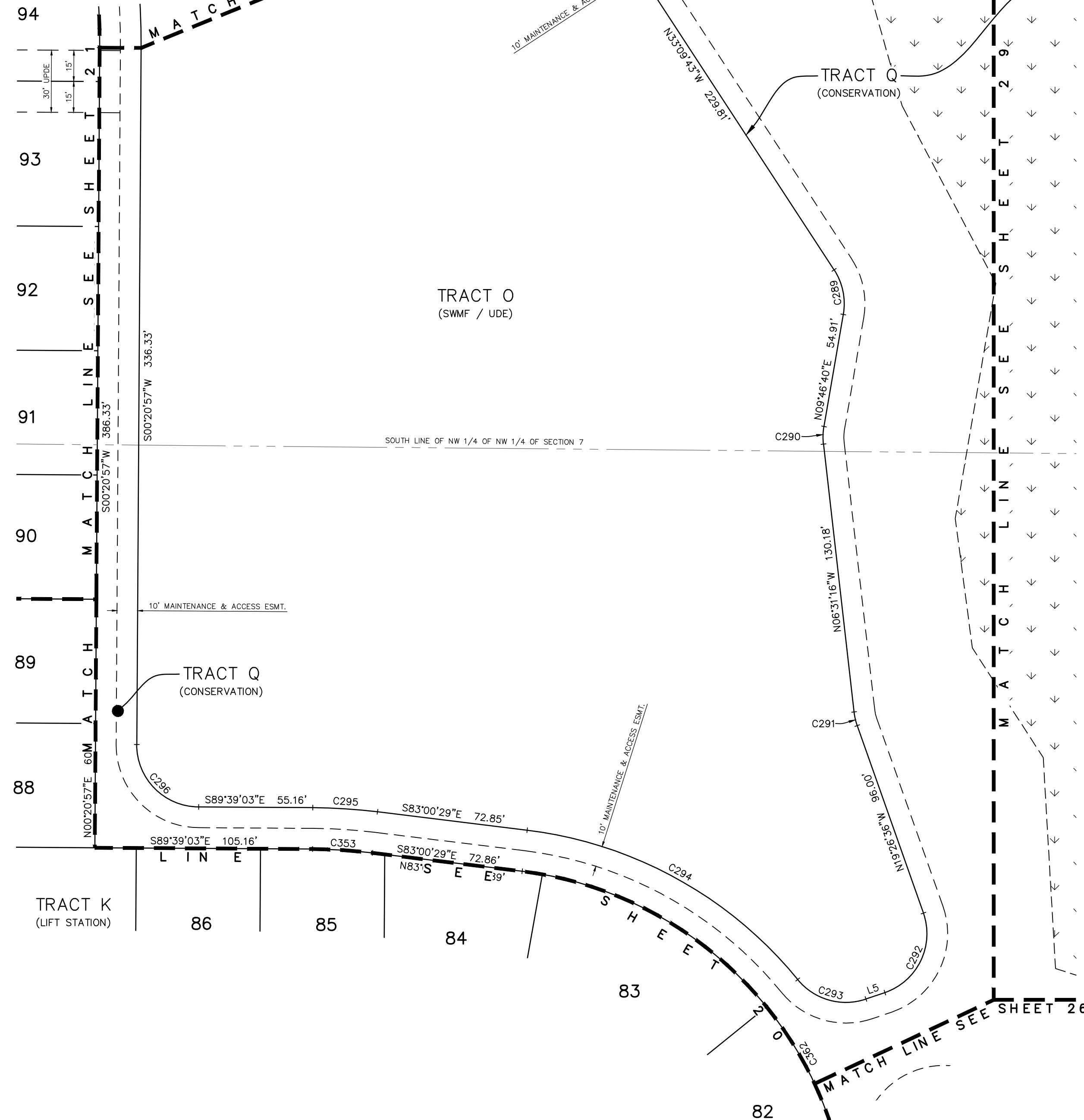
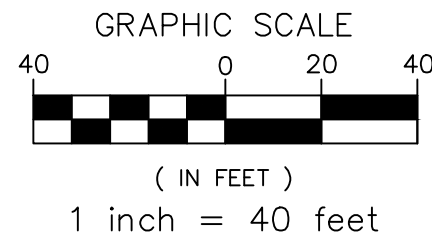
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TOGETHER WITH A TRACT OF LAND LYING WITHIN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

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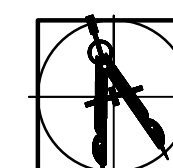
SHEET 25 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Line Table		
Line #	Bearing	Distance
L5	N71°08'59"E	9.67'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C289	30.00'	42°56'18"	22.48'	21.96'	N11°41'32"W
C290	30.00'	16°18'28"	8.54'	8.51'	N01°37'42"W
C291	30.00'	12°45'50"	6.68'	6.67'	S08°58'25"E
C292	30.00'	90°36'20"	47.44'	42.65'	N25°51'12"E
C293	30.00'	69°38'24"	36.46'	34.26'	S74°01'39"E
C294	200.00'	43°48'17"	152.91'	149.21'	S61°06'18"E
C295	270.00'	06°38'43"	31.32'	31.30'	S86°19'49"E
C296	30.00'	90°00'00"	47.12'	42.43'	S44°39'03"E
C353	250.00'	06°38'43"	29.00'	28.98'	N86°19'49"W
C362	180.00'	225°14'34"	707.62'	332.30'	S29°36'51"W



PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258



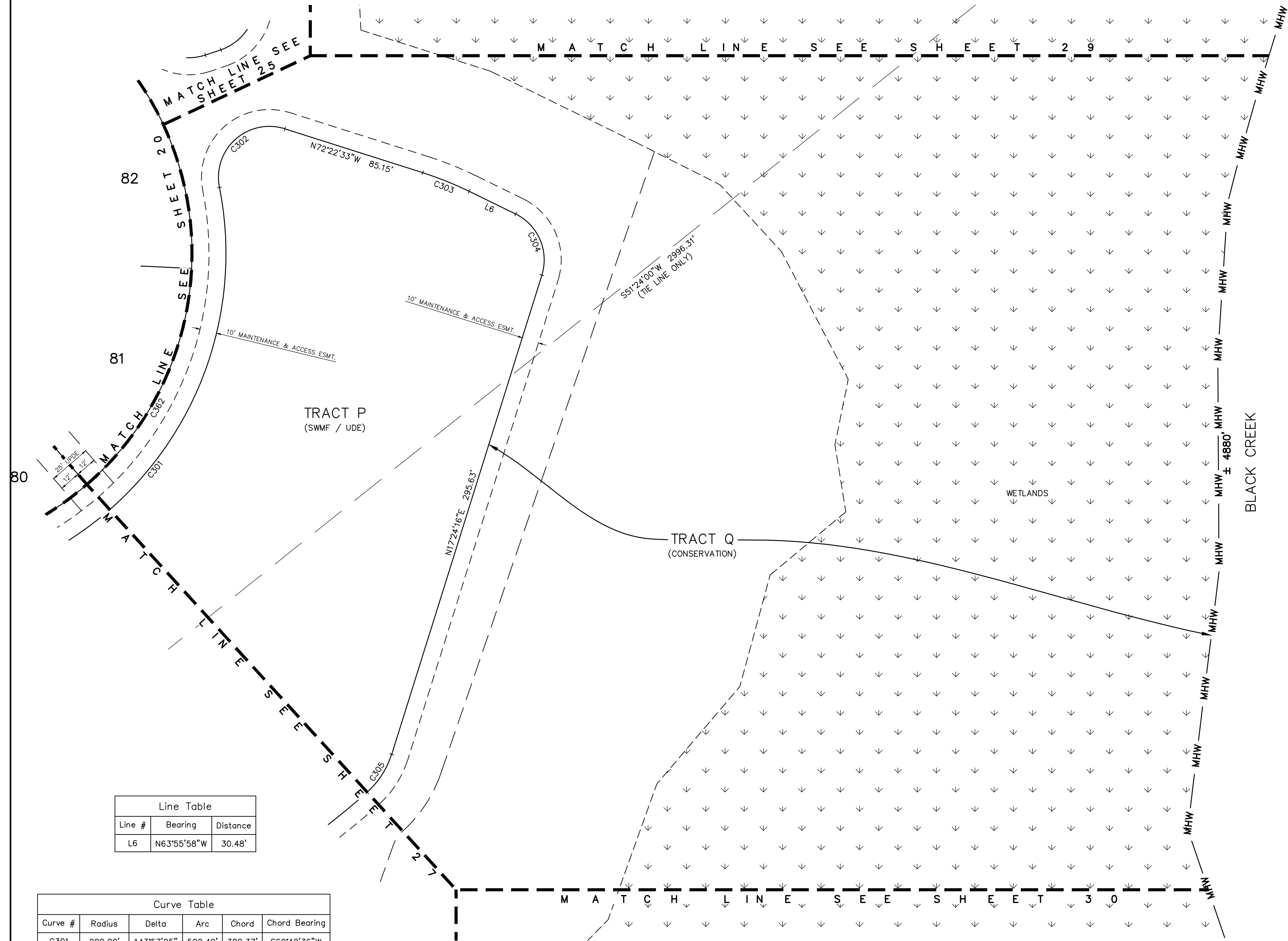
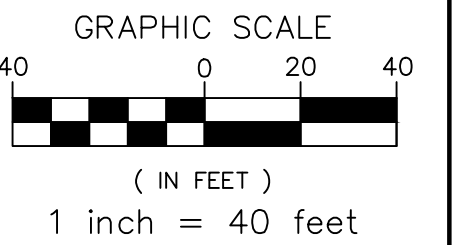
JENNINGS FARM

A TRACT OF LAND LYING WITHIN THE GEORGE BRANNING DONATION, SECTION 37, TOWNSHIP 5 SOUTH, RANGE 24 EAST;
TOGETHER WITH A TRACT OF LAND LYING WITHIN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

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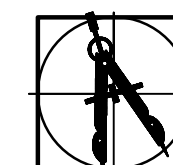
SHEET 26 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Line Table		
Line #	Bearing	Distance
L6	N63°55'58"W	30.48'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C301	200.00'	143°57'05"	502.49'	380.37'	S60°42'36"W
C302	30.00'	118°53'44"	62.25'	51.67'	S48°10'45"W
C303	200.00'	08°26'40"	29.48'	29.45'	N68°09'16"W
C304	30.00'	81°20'05"	42.59'	39.10'	N23°15'51"W
C305	50.00'	30°49'02"	26.89'	26.57'	N32°48'54"E
C362	180.00'	225°14'34"	707.62'	332.30'	S29°36'51"W



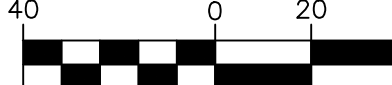
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A TRACT OF LAND LYING WITHIN THE GEORGE BRANNING DONATION, SECTION 37, TOWNSHIP 5 SOUTH, RANGE 24 EAST;
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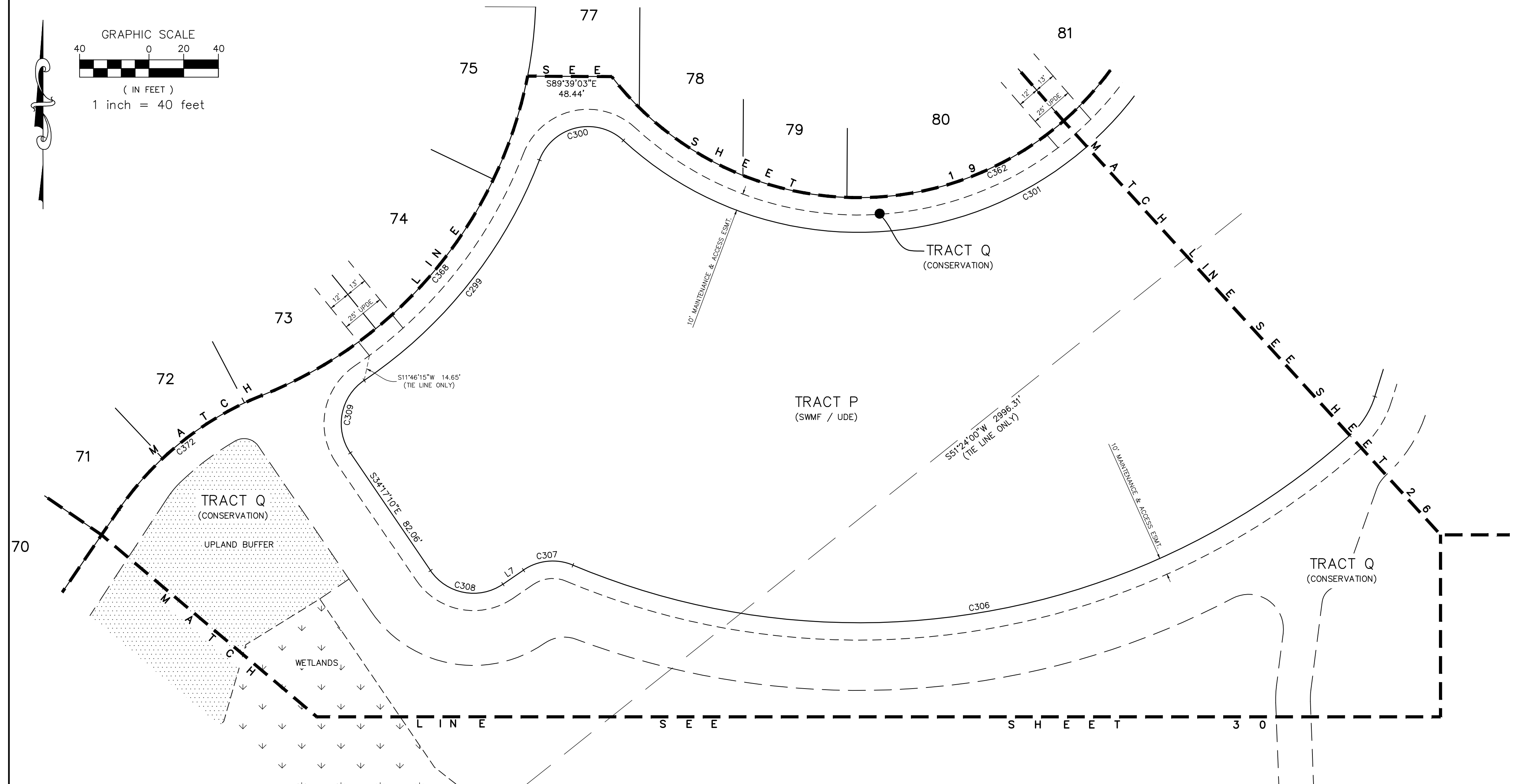
SHEET 27 OF 32 SHEETS

GRAPHIC SCALE



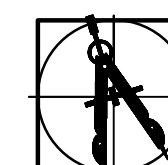
(IN FEET)

1 inch = 40 feet



Line Table		
Line #	Bearing	Distance
L7	N55°42'50"E	14.35'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C299	270.00'	34°58'17"	164.80'	162.25'	S38°29'16"W
C300	30.00'	111°41'01"	58.48'	49.65'	S76°50'38"W
C301	200.00'	143°57'05"	502.49'	380.37'	S60°42'36"W
C306	425.00'	64°33'54"	478.92'	453.98'	N80°30'30"E
C307	30.00'	57°05'17"	29.89'	28.67'	N84°15'09"E
C308	30.00'	90°00'35"	47.13'	42.43'	S79°17'10"E
C309	30.00'	90°15'58"	47.26'	42.52'	S10°51'18"W
C362	180.00'	225°14'34"	707.62'	332.30'	S29°36'51"W
C368	250.00'	57°14'59"	249.80'	239.54'	S39°47'08"W
C372	180.00'	34°01'08"	106.87'	105.31'	S51°24'02"W



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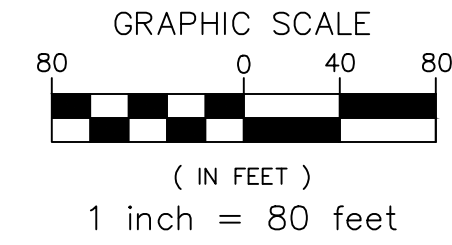
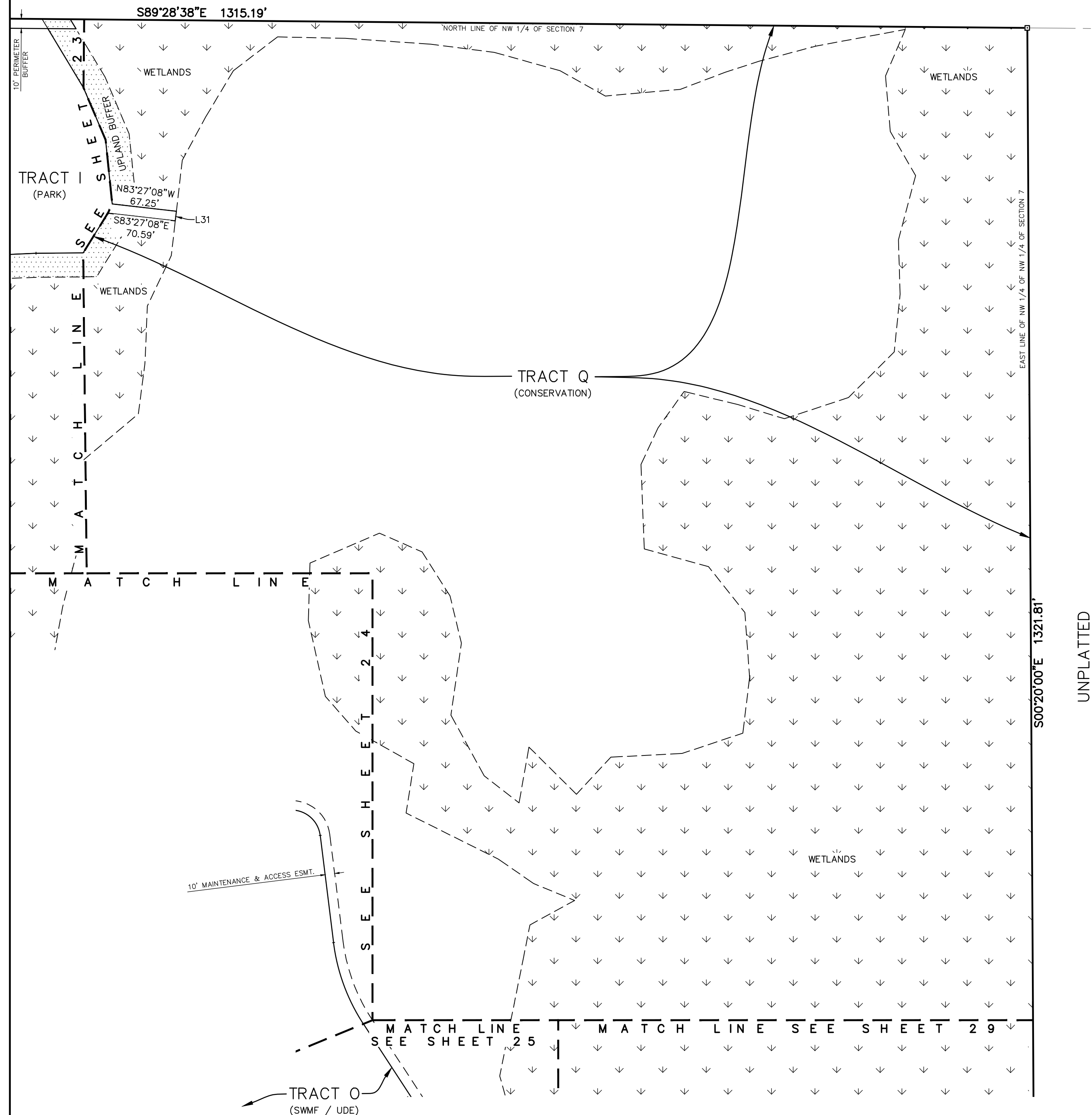
A TRACT OF LAND LYING WITHIN THE GEORGE BRANNING DONATION, SECTION 37, TOWNSHIP 5 SOUTH, RANGE 24 EAST;
TOGETHER WITH A TRACT OF LAND LYING WITHIN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

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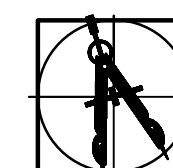
SEE SHEET 2 FOR GENERAL NOTES & LEGEND

UNPLATTED
(O.R. 1808, PG. 1796)



Line Table		
Line #	Bearing	Distance
L31	N06°32'52"E	10.00'

UNPLATTED
(O.R. 1808, PG. 1796)



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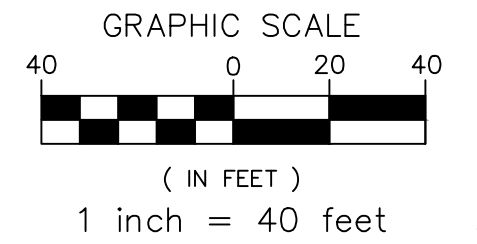


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SHEET 29 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND

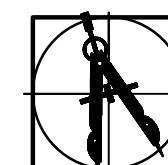


TRACT Q
(CONSERVATION)

TRACT Q
(CONSERVATION)

TRACT 0
(SWMF / UDE)

BLACK CREEK



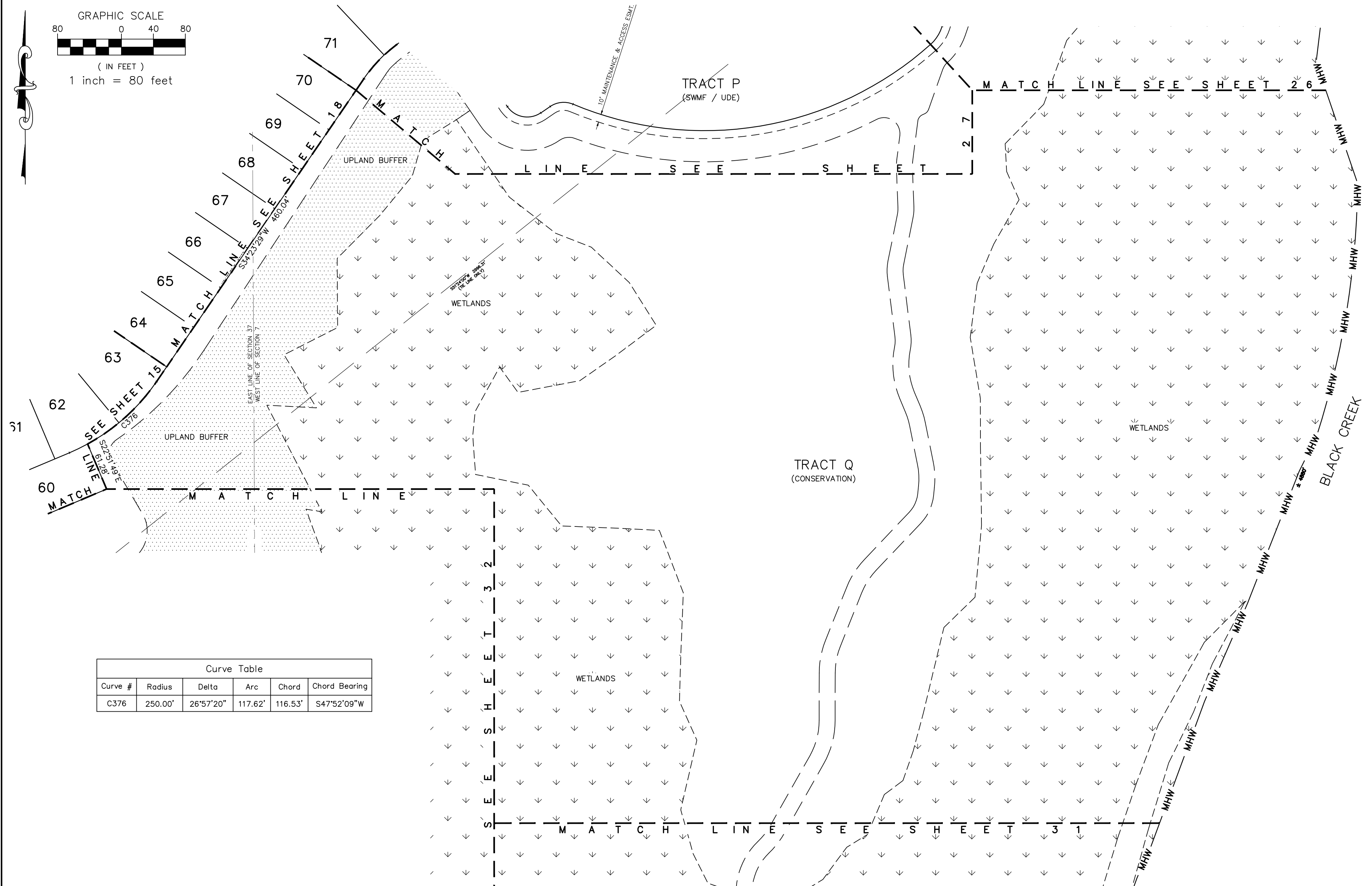
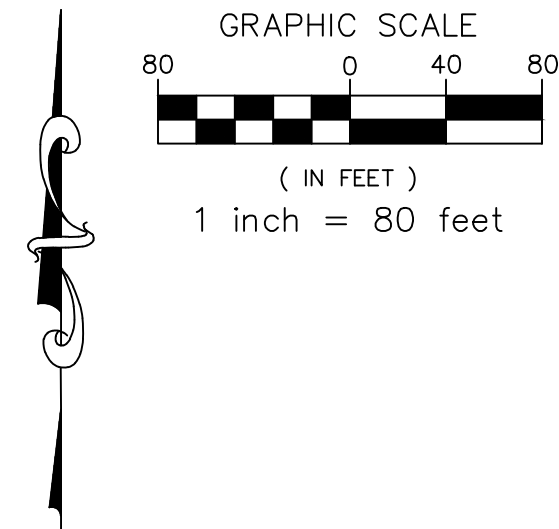
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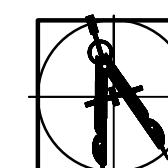
PLAT BOOK ___ PAGE ___

SHEET 30 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C376	250.00'	26°57'20"	117.62'	116.53'	S47°52'09"W



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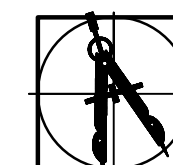
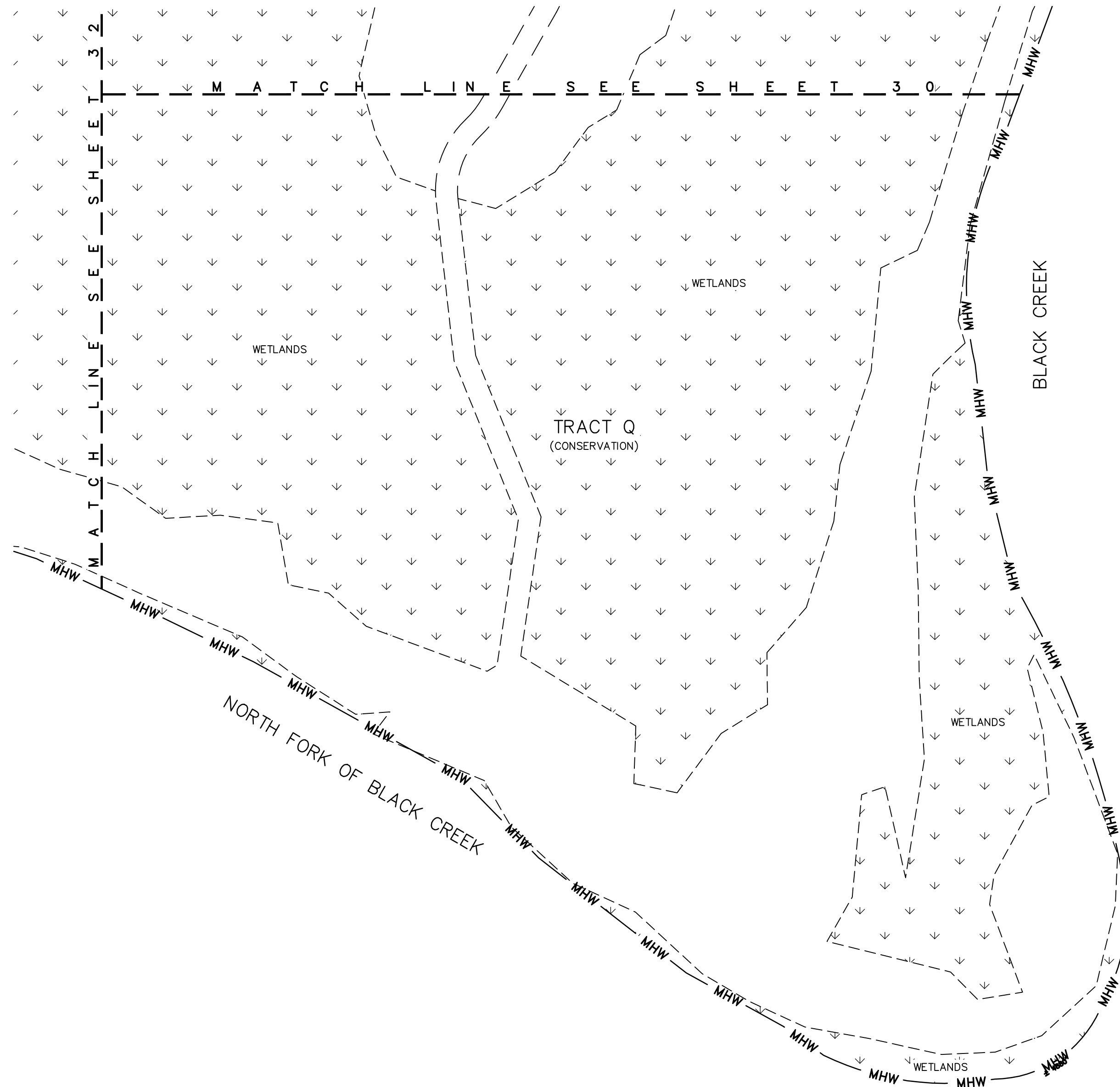
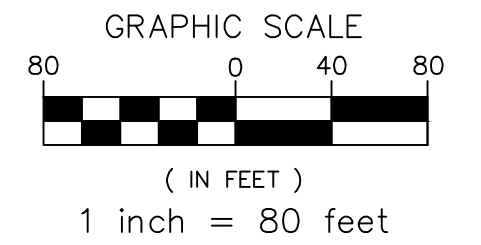
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SHEET 31 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



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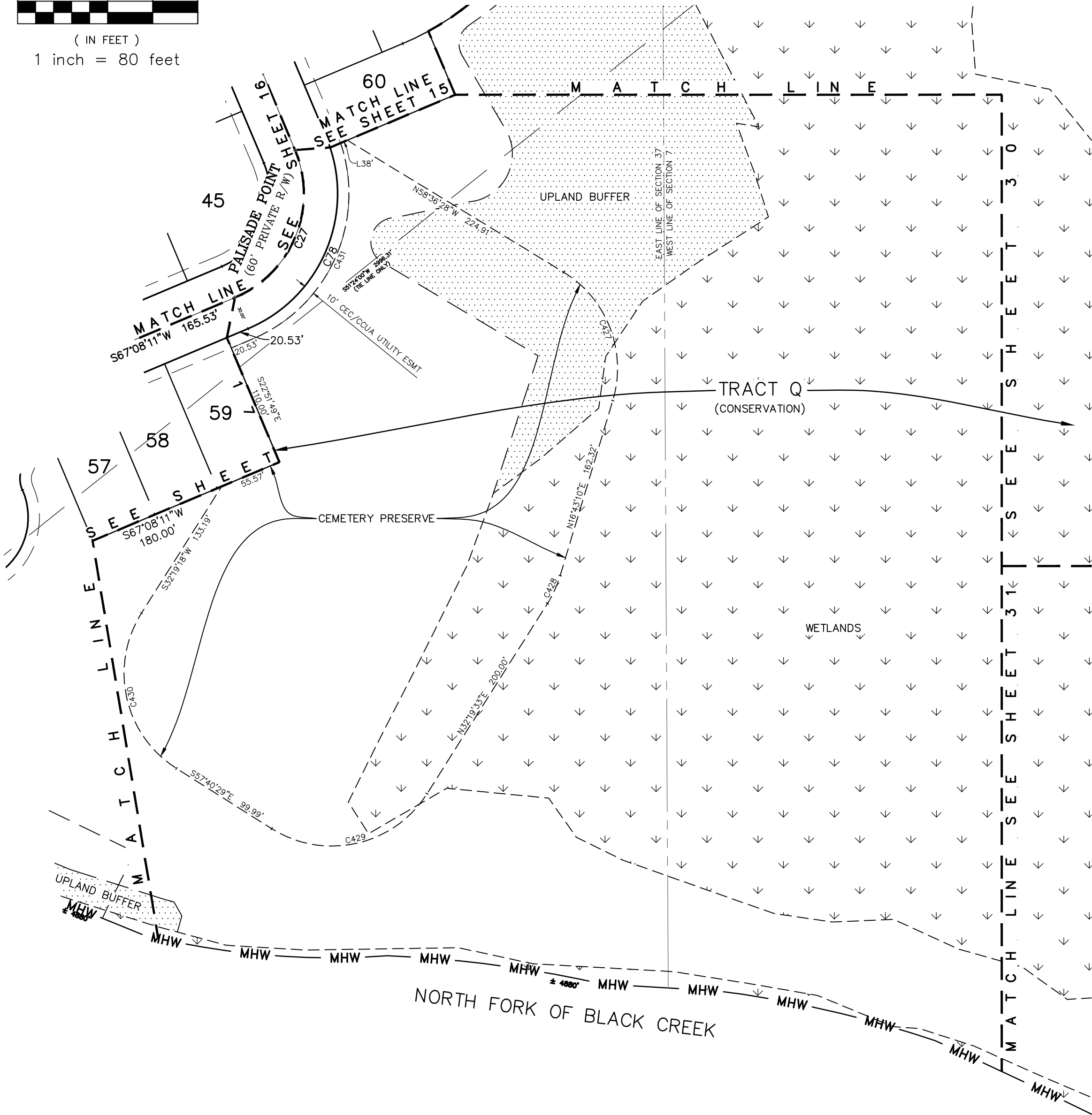
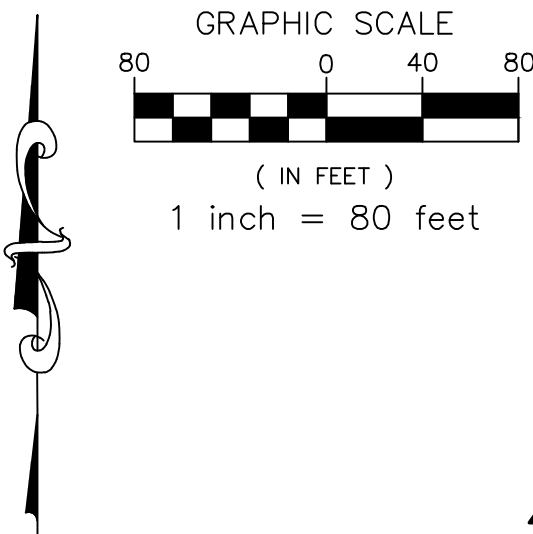
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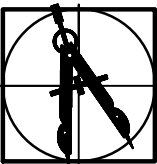
SHEET 32 OF 32 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Line Table		
Line #	Bearing	Distance
L38	S67°08'11"W	6.49'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C27	100.00'	90°00'00"	157.08'	141.42'	S22°08'11"W
C78	130.00'	85°35'18"	194.19'	176.64'	S24°20'32"W
C427	100.00'	75°19'38"	131.47'	122.20'	N20°56'39"W
C428	100.00'	15°36'22"	27.24'	27.15'	N24°31'21"E
C429	100.00'	89°59'58"	157.08'	141.42'	N77°19'32"E
C430	100.00'	89°59'48"	157.07'	141.42'	S12°40'36"E
C431	140.00'	85°54'14"	209.90'	190.79'	S24°11'04"W



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Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Richard Smith, Director of
Engineering

SUBJECT: The staff has reviewed and recommends that the Board accept and approve the final plat of Russell Retreat for recording.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The applicant is requesting that the Board accept the final plat of Russell Retreat for recording. The plat consists of 49 lots and is located off of Sandridge Road, Green Cove Springs.

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:Applicant

Lennar Homes

ATTACHMENTS:

Description	Type	Upload Date	File Name
Final Plat for Russell Retreat	Backup Material	3/8/2024	Russell_Retreat_Final_Plat.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and				Item Pushed to

RUSSELL RETREAT
A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK __ PAGE ____

SHEET __ OF __ SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND

CAPTION:

A portion of Section 10, Township 5 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 14, said Township 5 South, Range 25 East; thence N89°17'09"E, along the southerly line of said Section 14, 429.04 feet to the easterly corner of the southerly terminus of State Road No. 23, Parcel 114, Part "A" (a variable width limited access right-of-way as it is now established as described and recorded in Official Records Book 4085, page 409, of the Public Records of said County); thence departing said southerly line of Section 14 and along the easterly limited access right-of-way line of said State Road No. 23, run the following three (3) courses: (1) N02°30'54"E, 2336.66 feet to the point of curvature of a curve concave to the Southwest and having a radius of 2836.00 feet; (2) northwesterly along the arc of said curve, subtended by a chord bearing and distance of N33°03'19"W, 3299.40 feet, an arc distance of 3521.28 feet to a point on a non-tangent curve concave to the South and having a radius of 2836.00 feet; (3) northwesterly along the arc of said curve, subtended by a chord bearing and distance of N73°53'41"W, 521.57 feet, an arc distance of 522.31 feet to the southerly most corner of Parcel 114, Part "E", as described and recorded in said Official Records Book 4085, page 409; thence northeasterly departing said northerly limited access right-of-way line and along the boundary line of said Parcel 114, Part "E", N63°47'13"E, 216.64 feet to the POINT OF BEGINNING of the parcel described herein.

Thence continuing along said boundary line of Parcel 114, Part "E", run the following two (2) courses: (1) N11°51'12"E, 397.72 feet; (2) N80°22'46"W, 398.81 feet to the northwesterly corner thereof, said corner lying on the easterly line of those lands described and recorded in Official Records Book 1040, page 611, of said Public Records; thence N00°40'08"W, along said easterly line and along the easterly line of those lands described and recorded in Official Records Book 2878, page 318, of said Public Records, 1050.52 feet to the northeasterly corner thereof, said corner lying on the southerly right-of-way line of Russell Road (a.k.a. County Road No. C-209, formerly State Road No. S-209, a variable width right-of-way as now established); thence along said southerly right-of-way line the following two (2) courses: (1) N02°59'04"E, 10.29 feet; (2) S85°42'51"E, 619.12 feet to the northwesterly corner of those lands described and recorded in Official Records Book 4041, page 1751, of said Public Records; thence departing said southerly right-of-way line of Russell Road, S00°25'28"E, and along the westerly lines of those lands described and recorded in said Official Records Book 4041, page 1751, Official Records Book 2373, page 1113, Official Records Book 2341, page 142, Official Records Book 1951, page 1230, Official Records Book 1931, page 283, Official Records Book 1956, page 1166 and Official Records Book 4303, page 1368, all of said Public Records, 1516.03 feet to a concrete monument at the southwesterly corner of said Official Records 4303, page 1368, said corner lying on the southerly line of Silver Creek Addition, an unrecorded subdivision; thence departing said westerly line, N81°30'03"W, 308.78 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 17.80 acres, more or less.

Said lands situated, lying and being in Clay County, Florida.

SUBDIVISION IMPROVEMENT GUARANTEE

As a condition precedent to the recordation of this plat in the Public Records of Clay County, Florida, the undersigned Dedicator of this subdivision does hereby guarantee to each and every person, firm, co-partnership or corporation, their heirs, successors and assigns, who shall purchase a lot or lots in said subdivision from said Dedicator, that said Dedicator shall, within 12 months of the date of acceptance of the streets and drainage improvements by the Russell Retreat Community Association, Inc., thereof fully comply with each and every regulation of the Board of County Commissioners of Clay County, Florida, covering subdivisions in effect at the time of the filing of this final plat insofar as the same affects a lot or lots sold. Time of such performance being of the essence, said guarantee shall be a part of each deed of conveyance or contract of sale covering the lots in said subdivision, executed by said Dedicator, to the same extent and purpose as if said guarantee were incorporated verbatim in each said conveyance or contract of sale.

In witness whereof, the Dedicator has caused this plat and dedication to be executed by its duly elected officers, acting by and with the authority of the Board of Directors.

DEDICATOR: LENNAR HOMES, LLC
a Florida limited liability company

BY: Christine Braun
Vice President

Witness

Witness

Print Name

Print Name

State of Florida
County of Clay

The foregoing instrument was acknowledged before me by means of __ physical presence or online notarization this __ day of ____, 2024 by Christine Braun, Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of LENNAR HOMES, LLC. She is personally known to me and did not take an oath or produce identification.

Notary Public, State of Florida

Print Name

My commission expires:

ADOPTION AND DEDICATION

This is to certify that LENNAR HOMES, LLC, a Florida limited liability company ("Dedicator"), is the lawful owner of the lands described in the caption shown hereon which shall hereafter be known as RUSSELL RETREAT, and the Dedicator has caused the same to be surveyed and subdivided and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands.

The road rights-of-way designated as RIVER PARK TRACE and MORGANZA WAY are hereby irrevocably dedicated to the Russell Retreat Community Association, Inc., a Florida not-for-profit corporation ("Association"), its successors and assigns, in perpetuity for maintenance of the right-of-way, access and drainage improvements which are now or hereafter constructed thereon.

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.

The Dedicator, its successors and assigns, hereby grants to the present and future owners of the lots and tracts shown on this plat and its successors and assigns, guests, invitees, domestic help, delivery, pick-up and fire protection service providers, police and other authorities of the law, United States postal carriers, representatives of the utilities, telecommunication and cable service companies authorized by said owners in writing to serve the land shown hereon, holders of mortgage liens on such lands and such other persons as may be designated, the non-exclusive and perpetual right of ingress and egress over and across the private roadways shown on this plat. The Dedicator, its successors and assigns, reserve and shall have the unrestricted and absolute right to deny ingress to any person who may create or participate in a disturbance or nuisance on any part of the lands shown hereon, unless such property has been dedicated or conveyed to a unit of government, in which case it shall be governed in accordance with applicable local, state or federal law.

Tract A (Lift Station) is hereby conveyed in fee simple title to Clay County Utility Authority. Tracts B and C (29' Landscape Buffer), Tracts D, E, F and N (Open Spaces), Tract G (Utilities / Landscape Buffer), Tracts H, I and P (Parks), Tracts J, K and L (Vegetative Natural Buffers), Tract M (SWMF / UDE), Tract O (Conservation) are hereby dedicated to the Association, its successors and assigns.

Upon failure of the Community Development District, Homeowners' Association, or any other such entity that has assumed the obligation of maintenance pertaining to any stormwater management facilities, drainage easements, roads, streets, rights-of-way, tracts, or any other portion of a parcel as shown hereon the plat, the obligation would then equally fall on the lot owners as shown hereon the plat.

Dedicator hereby reserves the right of ingress and egress over all property and easements dedicated to the Association for the purpose of constructing and maintaining thereon, drainage facilities, stormwater management facilities and utilities and further reserves the right to grant others the non-exclusive right of ingress and egress over said property and easements.

All easements shown on this plat, other than those specifically dedicated herein, are and shall remain privately owned and the sole and exclusive property of the undersigned Dedicator, its successors and grantees, if any, of said easements. The undersigned Dedicator retains the obligation for maintenance of all easements shown on this plat for drainage or landscape purposes; provided however, the undersigned Dedicator reserves the right to assign the obligation for maintenance of said easements to the Association, or other such entity and will assume all obligation of maintenance and operation thereof under the plat.

Any utility easements shown hereon shall also be easements for the construction, installation, maintenance, and operation of cable television services in the manner and subject to the provisions of Section 177.091(28) of the Florida Statutes; provided however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of any electric, telephone, gas or other public utility. However, only cable television service providers specifically authorized by the undersigned Dedicator, its successors and assigns to serve the lands shown on this plat, shall have the benefit of said cable television service easements.

Those easements designated as "Easements to CEC" are hereby irrevocably dedicated to Clay Electric Cooperative, Inc., its successors and assigns, to its non-exclusive use in conjunction with its underground electrical system. Additional utility easements may be granted to Clay Electric Cooperative, Inc. over additional portions of the plat as needed, the rights reserved hereby for the construction, installation, maintenance and operation of electrical service.

Dedicator hereby irrevocably and without reservation dedicate to CEC, its successors and assigns, a non-exclusive easement over, upon and under the road rights-of-way designated on this plat and all future right of way tracts, for its non-exclusive use in conjunction with the installation, maintenance, and use of CEC utilities together with the right of CEC its successors and assigns, of ingress and egress to and over said road rights-of way designated on this plat.

Those easements designated as "Easements to CCUA" are hereby irrevocably dedicated to Clay County Utility Authority, its successors and assigns, to its non-exclusive use in conjunction with its underground utility system. Additional utility easements may be granted to Clay County Utility Authority over additional portions of the plat as needed, the rights reserved hereby for the construction, installation, maintenance and operation of utility services.

Those easements denoted as UDE are hereby irrevocably and without reservation, dedicated to the Association, its successors and assigns. Those easements denoted as UDAE are hereby irrevocably and without reservation, dedicated to the Association, its successors and assigns.

The drainage easement through and over the lake and filtration system shown on this plat are subject to the following covenant, which shall run with the land:

Tract M (SWMF / UDE) is established for the placement and maintenance of stormwater retention/detention lake and filtration system. The Association shall remain responsible for the maintenance and/or repair of said stormwater retention/detention lake and filtration system, in accordance with all applicable permits and laws. Clay County, its successors and assigns shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the Dedicator or any other person within the area of the lands hereby platted, or of the lakes and filtration systems shown on this plat, but shall have the right to modify the existence of the lakes and filtration systems and that which retains it to effect adequate drainage including, but not limited to, the right to remove any water level control structures or any part thereof. The Dedicator, as owner of the lands described and captioned hereon, shall indemnify Clay County and save it harmless from suits, action, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the lakes and filtration systems described above, or any part thereof, occasioned wholly or in part by any act of omission of the Dedicator, its agents, contractors, employees, servants, licensees or concessionaires with Russell Retreat. This indemnification shall run with the land and the assigns of the Dedicator and shall be subject to it.

The drainage easements hereby dedicated shall permit Clay County, its successors and assigns, to discharge into said lakes and filtration systems which these easements traverse, all water which may fall or come upon all trails, courts, lanes and streets hereby dedicated, together with all soil, nutrients chemicals and all other substances which may flow or pass from said trails, courts, lanes and streets, from adjacent land or from any other source of Public Waters into or through said lakes and filtration systems, without any liability whatsoever on the part of Clay County, its successors and assigns for any damage, injuries or losses to persons or property resulting from the acceptance or use of these drainage easements by Clay County, its successors and assigns.

Dedicator hereby reserves and shall have the sole and absolute right, at any time, with the consent of the governing body of any municipality or other government body politic then having jurisdiction over the lands involved, to dedicate to the public all or any part of the lands or easements remaining privately owned by it.

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, homeowners or by establishment of a municipal service benefit district.

(CONTINUED UPPER RIGHT)

ADOPTION AND DEDICATION (CONTINUED)

In witness whereof, the Dedicator has caused this plat and dedication to be executed by its duly elected officers, acting by and with the authority of the Board of Directors.

DEDICATOR: LENNAR HOMES, LLC, a Florida limited liability company

BY: Christine Braun
Vice President

Witness

Witness

Print Name

Print Name

State of Florida
County of Clay

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this __ day of ____, 2024 by Christine Braun, Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of LENNAR HOMES, LLC. She is personally known to me and did not take an oath or produce identification.

Notary Public, State of Florida

Print Name

My commission expires:

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES

Examined and approved on this ____ day of ____, A.D., 2024.

T. Chereese Stewart, Director

COUNTY ENGINEER'S APPROVAL

Examined and approved on this ____ day of ____, A.D., 2024.

Richard Smith, P.E., County Engineer

COUNTY COMMISSIONERS' APPROVAL

Examined and approved on this ____ day of ____, A.D., 2024, by the Board of County Commissioners, Clay County, Florida.

Jim Renninger, Chairman

Tara S. Green, Clay County Clerk of Court and Comptroller Ex Officio Clerk to the Board

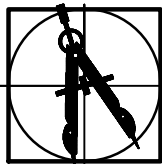
CERTIFICATE OF CLERK

I certify that this plat is recorded in Plat Book ____, Pages ____ of the

Public Records of Clay County, Florida on this ____ day of ____, A.D., 2024.

Tara S. Green
Clerk of the Court

(FOR SURVEYOR'S CERTIFICATES SEE SHEET 2)

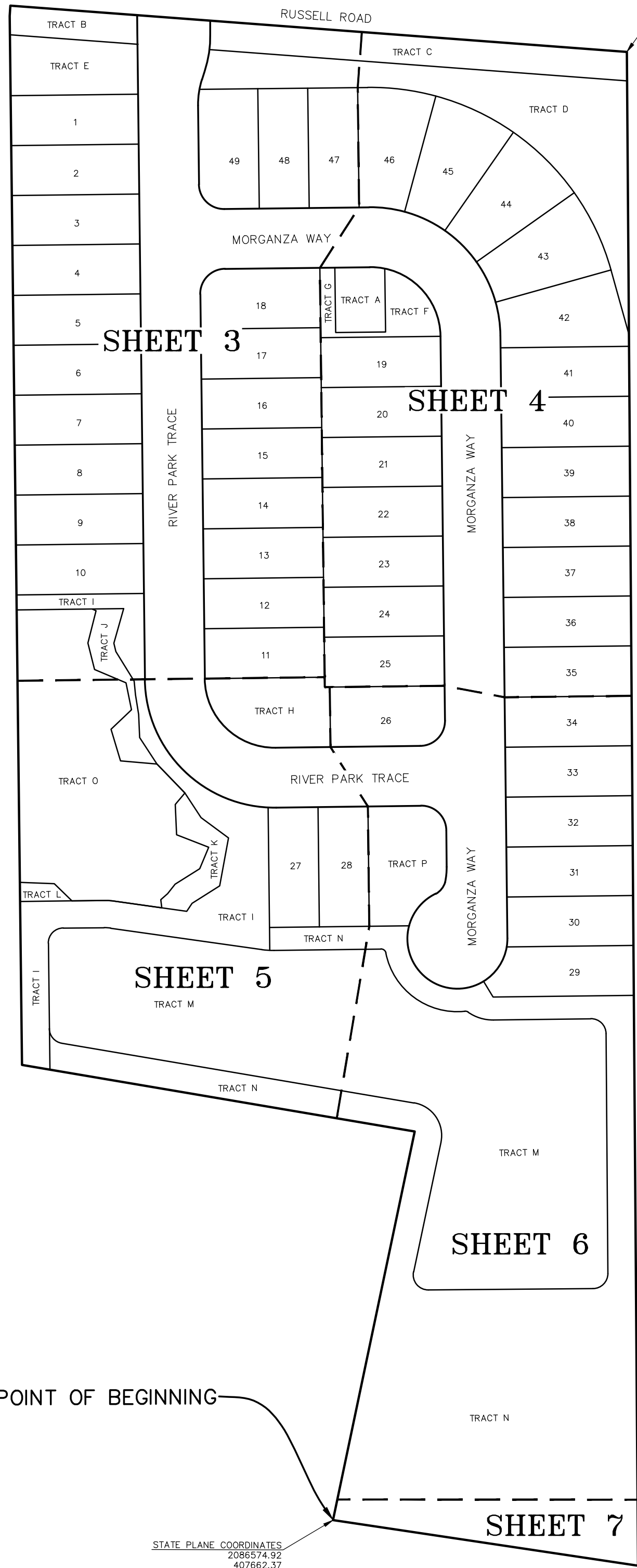


PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

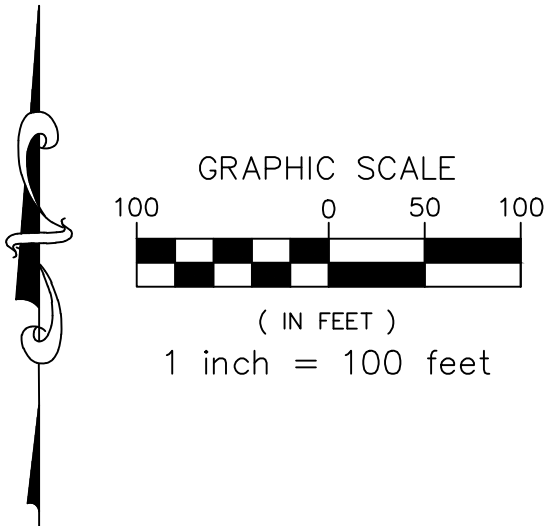


R U S S E L L R E T R E A T
A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK ____ PAGE ____
SHEET 2 OF 7 SHEETS



STATE PLANE COORDINATES
2089045.27
407956.53



- LEGEND
- O.R. - DENOTES OFFICIAL RECORDS BOOK
 - P.B. - DENOTES PLAT BOOK
 - PG(S). - DENOTES PAGE(S)
 - UDE - DENOTES UNOBSTRUCTED DRAINAGE EASEMENT
 - UDAE - DENOTES UNOBSTRUCTED DRAINAGE AND ACCESS EASEMENT
 - SWMF - DENOTES STORMWATER MANAGEMENT FACILITY
 - PUDE - DENOTES PRIVATE UNOBSTRUCTED DRAINAGE EASEMENT
 - V.N.B. - DENOTES VEGETATIVE NATURAL BUFFER
 - CCUA - DENOTES CLAY COUNTY UTILITY AUTHORITY
 - CEC - DENOTES CLAY ELECTRIC COOPERATIVE
 - (R) - DENOTES RADIAL
 - (NR) - DENOTES NON RADIAL
 - - DENOTES SET 4"x4" C.M. "BTS PRM LB6991"
 - ⊙ - DENOTES SET 5/8" IRON ROD & CAP "BTS PRM LB6991"
 - ⊠ - DENOTES FOUND 4"x4" C.M. (NO IDENTIFICATION), UNLESS NOTED OTHERWISE
 - ⊙ - DENOTES SET NAIL & DISC "BTS PCP LB6991"
 - ⊙ - DENOTES CONCRETE MONUMENT
 - R/W - DENOTES RIGHT-OF-WAY
 - PI - DENOTES POINT OF INTERSECTION
 - PC - DENOTES POINT OF CURVATURE
 - PT - DENOTES POINT OF TANGENCY
 - RP - DENOTES RADIUS POINT
 - LBT - DENOTES LANDSCAPE BUFFER TRACT
 - UE - DENOTES UTILITY EASEMENT
 - ATOB - DENOTES APPROXIMATE TOP OF BANK
 - R - DENOTES RADIUS
 - P.O.L. - DENOTES POINT ON LINE
 - APF - DENOTES ADEQUATE PUBLIC FACILITIES
 - N.T. - DENOTES NON-TANGENT

TOTAL NUMBER OF LOTS = 49
17.80 ACRES ±
ZONING: LA RF
FUTURE LAND USE: LA RF

SETBACKS FOR LA RF:
FRONT: 10' FOR FRONT PORCHES
15' FOR FRONT FACADE
SIDE: 5'
REAR: 10'; 14' WITH REAR ALLEYS

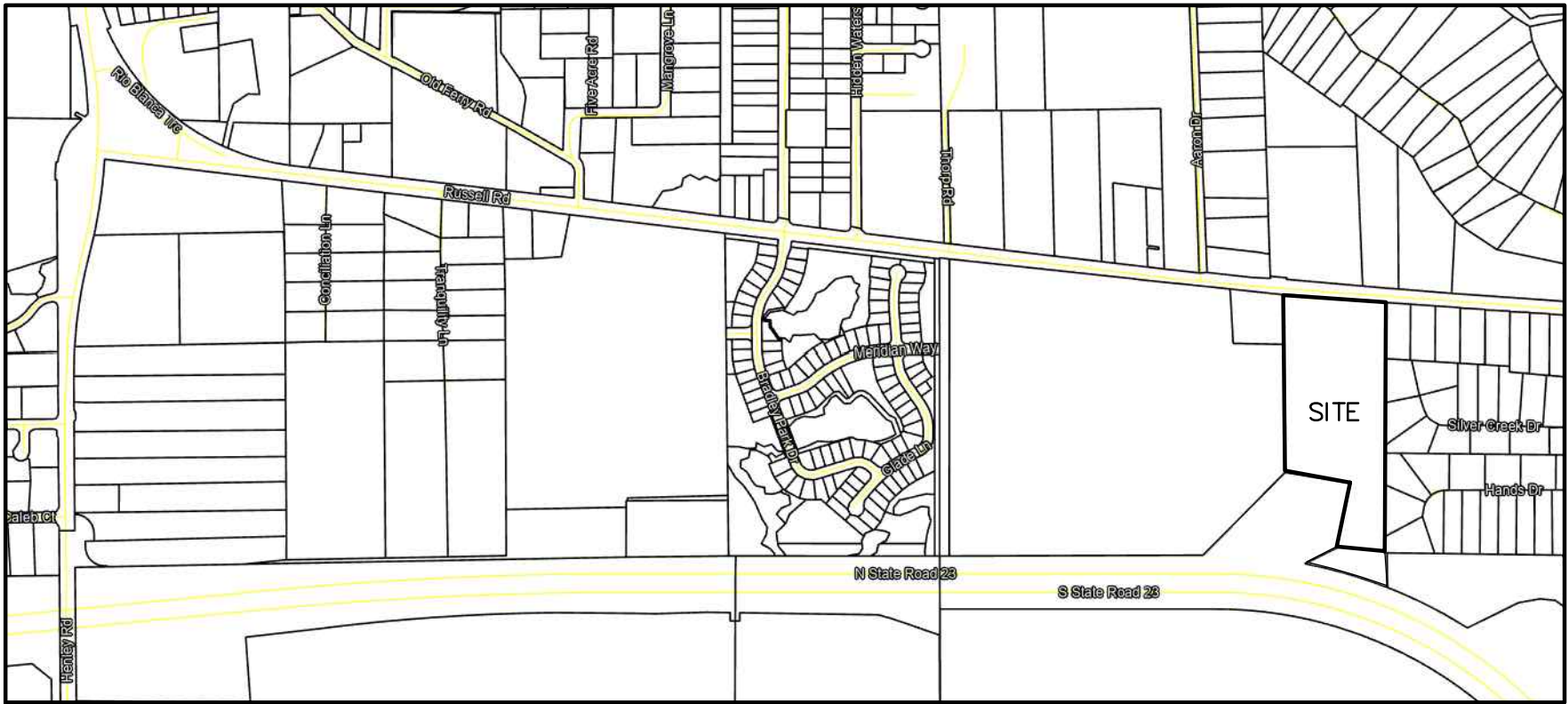
UTILITIES SUPPLIERS:
WATER & SEWER: CLAY COUNTY UTILITY AUTHORITY
3176 OLD JENNINGS RD
MIDDLEBURG, FL 32068

ELECTRICITY: CLAY ELECTRIC COOPERATIVE, INC.
P.O. BOX 308
KEYSTONE HEIGHTS, FL 32656

OWNER: LENNAR HOMES, LLC
7411 FULLERTON ST., SUITE 220
JACKSONVILLE, FL 32256

ENGINEER: DOMINION ENGINEERING GROUP, INC.
4348 SOUTHPPOINT BLVD, SUITE 201
JACKSONVILLE, FL 32216

SURVEYOR: BARTRAM TRAIL SURVEYING, INC.
1501 CR 315, SUITE 106
GREEN COVE SPRINGS, FL 32043



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

- Bearings shown hereon are based upon the southerly right-of-way line of County Road 209 a.k.a. Russell Road (a variable width as it is now established), having a bearing of S85°42'51"E, as determined by Global Navigation Satellite System methods. Florida State Plane Coordinate System (East Zone, NAD 83).
- All drainage easements are unobstructed unless otherwise noted.
- The easements shown hereon and designated as unobstructed easements shall remain totally unobstructed by any permanent improvements which may impede the use of said easements by Russell Retreat Community Association, Inc., a Florida not-for-profit corporation ("Association"), its successors and assigns. The construction of driveways and the installation of fences, hedges and landscaping is permissible but subject to removal by the Association at the expense of each lot owner for the removal and/or replacement of such items.
- All platted utility easements shall provide that such 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.
- 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 this county.
- Current law provides that no construction, filling, removal of earth, cutting of trees or other plants shall take place waterward of the jurisdictional wetland line as shown on this plat without the approval of this county and/or any other federal, state or local governmental regulatory agencies with jurisdiction over such wetlands. It is the responsibility of the lot owner, his agents and the entity performing any activity within this area to acquire the necessary written approvals prior to the beginning of any work. The jurisdictional wetland line shown hereon may be superseded and recertified at any time, by the appropriate authorities.
- State plane coordinates shown hereon are based on NAD 83/90 State Plane, Florida East Zone (Zone 0901) in U.S. survey feet and are for GIS purposes only.
- Vegetative Natural buffers adjacent to wetlands are to remain natural, vegetative and undisturbed.

SURVEYOR'S CERTIFICATE OF REVIEW

This undersigned surveyor hereby certifies that they have reviewed this plat on behalf of Clay County, Florida, in accordance with the requirements of Chapter 177.081(1), Florida Statutes, 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 _____, 2024.

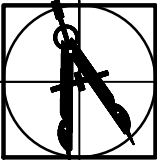
John S. Adams
Professional Land Surveyor
License Number LS 4469
1501 CR 315, Suite 106
Green Cove Springs, FL 32043

SURVEYOR'S CERTIFICATE

Know all ye men by these presents, that the undersigned, being currently licensed and registered by the State of Florida as a professional surveyor and mapper, does hereby certify that the above plat is a true and correct representation of the lands surveyed, platted and described, and was made under the undersigned's responsible direction and supervision, and that the plat complies with all of the survey requirements of Part 1, Chapter 177 Florida Statutes.

Signed and sealed this ____ day of _____ 2024 A.D.

Thomas P. Hughes, P.L.S.
Professional Land Surveyor
License Number LS 3507



PREPARED BY:
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CERTIFICATE OF AUTHORIZATION LB #6991
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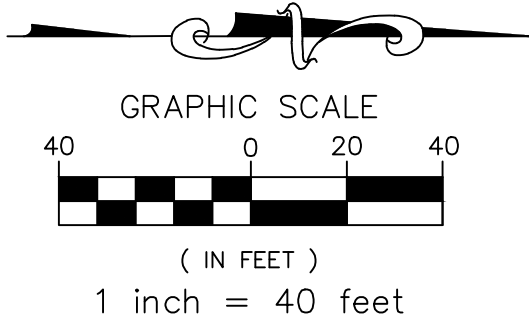


RUSSELL RETREAT
A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK ____ PAGE ____

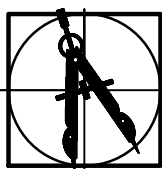
SHEET 3 OF 7 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Line Table		
Line #	Bearing	Distance
L2	S17°47'52"W	8.77'
L3	S00°40'08"E	13.57'
L5	S65°05'02"E	4.07'
L13	S15°56'05"W	35.94'
L14	S14°05'03"E	8.62'
L15	S31°42'43"E	34.91'
L24	N02°59'04"E	10.29'
L25	S00°40'08"E	4.45'
L26	S59°32'16"W	18.04'
L27	N85°44'31"W	6.06'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C1	100.00'	90°00'00"	157.08'	141.42'	S45°40'08"E
C22	25.00'	90°00'00"	39.27'	35.36'	S45°40'08"E
C23	82.00'	11°15'38"	16.12'	16.09'	S04°57'41"W
C24	82.00'	07°12'22"	10.31'	10.31'	S14°11'41"W
C25	116.50'	10°50'44"	22.05'	22.02'	S12°22'30"W
C26	116.50'	07°37'16"	15.50'	15.48'	S03°08'30"W
C27	25.00'	90°00'00"	39.27'	35.36'	S44°19'52"W
C55	15.00'	90°00'00"	23.56'	21.21'	S45°40'08"E
C56	76.36'	12°08'08"	16.17'	16.14'	S05°44'45"W



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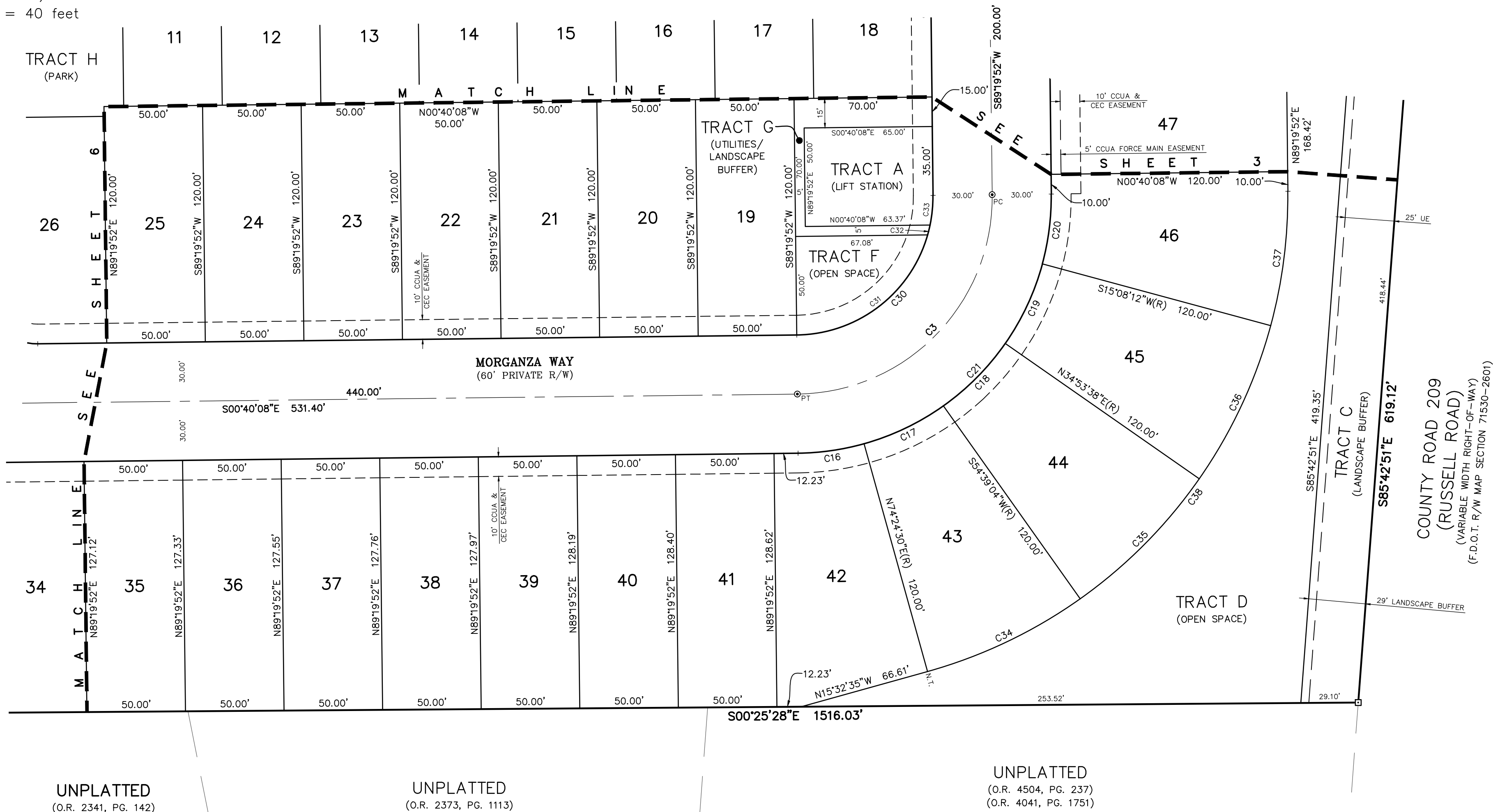
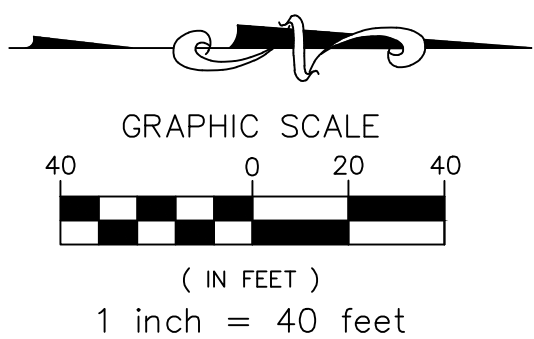


R U S S E L L R E T R E A T
A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK ____ PAGE ____

SHEET 4 OF 7 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



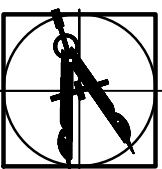
UNPLATTED
(O.R. 2341, PG. 142)

UNPLATTED
(O.R. 2373, PG. 1113)

UNPLATTED
(O.R. 4504, PG. 237)
(O.R. 4041, PG. 1751)

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C3	100.00'	90°00'00"	157.08'	141.42'	N45°40'08"W
C16	130.00'	14°55'22"	33.86'	33.76'	S08°07'49"E
C17	130.00'	19°45'26"	44.83'	44.61'	S25°28'13"E
C18	130.00'	19°45'26"	44.83'	44.61'	S45°13'39"E
C19	130.00'	19°45'26"	44.83'	44.61'	S64°59'05"E
C20	130.00'	15°48'21"	35.86'	35.75'	S82°45'58"E

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C21	130.00'	90°00'00"	204.20'	183.85'	N45°40'08"W
C30	70.00'	90°00'00"	109.96'	98.99'	S45°40'08"E
C31	70.00'	73°23'51"	89.67'	83.67'	N37°22'04"W
C32	70.00'	04°13'41"	5.17'	5.16'	N76°10'50"W
C33	70.00'	12°22'29"	15.12'	15.09'	N84°28'54"W
C34	250.00'	19°45'26"	86.21'	85.78'	N25°28'13"W
C35	250.00'	19°45'26"	86.21'	85.78'	N45°13'39"W
C36	250.00'	19°45'26"	86.21'	85.78'	N64°59'05"W
C37	250.00'	15°48'21"	68.97'	68.75'	N82°45'58"W
C38	250.00'	75°04'38"	327.59'	304.65'	S53°07'49"E



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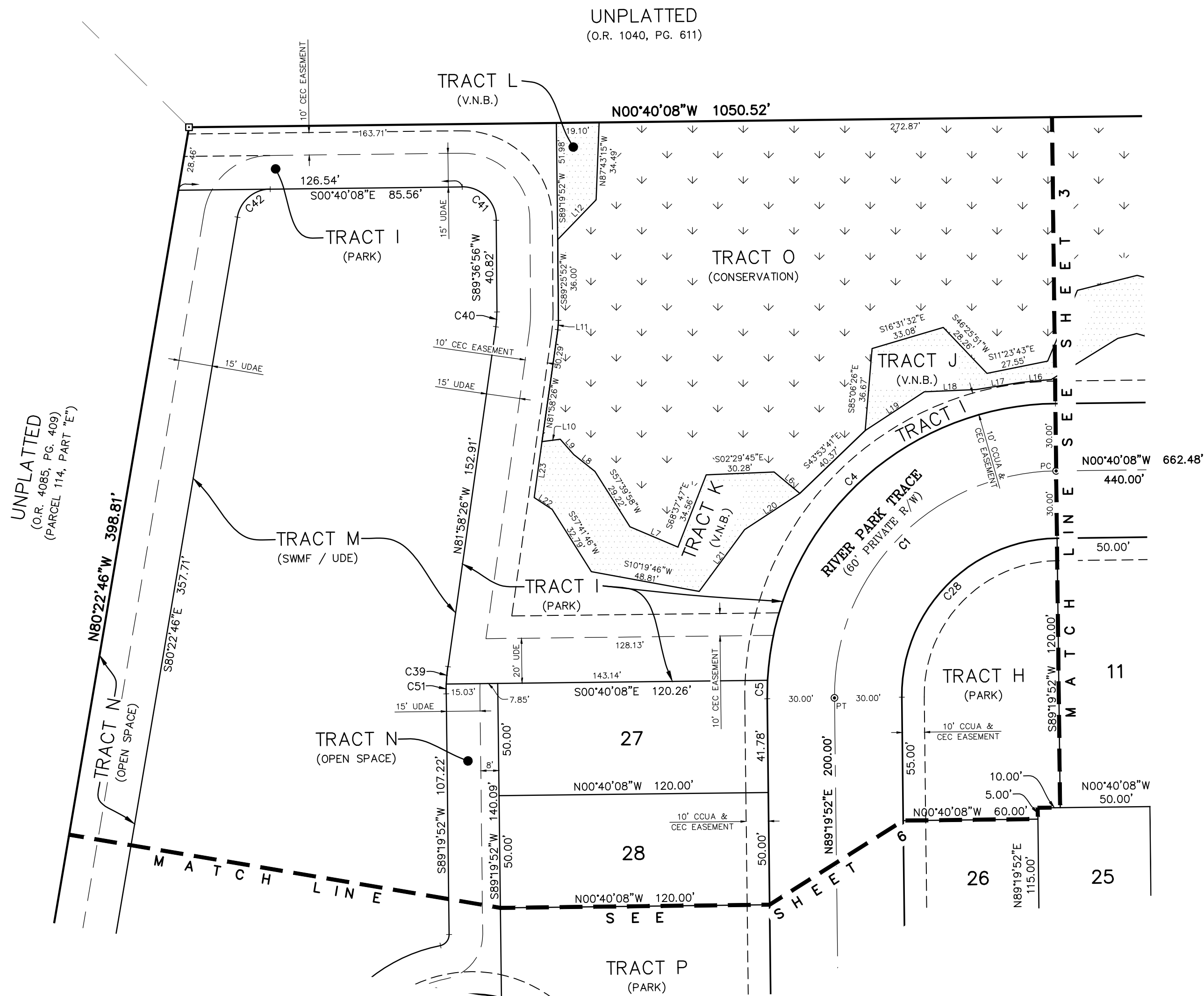
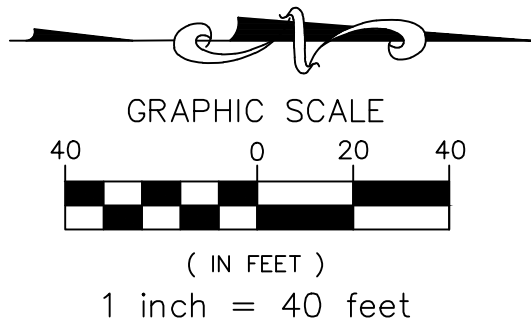


R U S S E L L R E T R E A T
A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK ____ PAGE ____

SHEET 5 OF 7 SHEETS

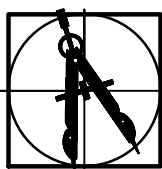
SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Line Table		
Line #	Bearing	Distance
L6	S39°44'15"W	14.95'
L7	S23°01'39"W	23.21'
L8	S38°28'46"W	11.99'
L9	S48°26'25"W	9.17'
L10	S07°35'22"E	8.18'
L11	N85°59'07"W	4.20'
L12	N46°00'23"W	24.65'
L16	S05°22'17"E	13.65'
L17	S09°04'18"E	20.03'
L18	S02°30'16"E	23.22'
L19	S33°13'33"E	31.53'
L20	S33°12'27"E	29.44'
L21	S53°38'45"E	34.16'
L22	S33°32'04"W	9.59'
L23	N81°58'26"W	25.19'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C1	100.00'	90°00'00"	157.08'	141.42'	S45°40'08"E
C4	130.00'	86°22'35"	195.98'	177.94'	N43°51'26"W
C5	130.00'	03°37'25"	8.22'	8.22'	N88°51'26"W
C28	70.00'	90°00'00"	109.96'	98.99'	S45°40'08"E

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C39	80.00'	05°34'59"	7.80'	7.79'	S84°45'55"E
C40	45.00'	08°24'38"	6.61'	6.60'	N86°10'45"W
C41	15.00'	90°17'04"	23.64'	21.27'	S44°28'24"W
C42	15.00'	79°41'40"	20.87'	19.23'	S40°31'32"E
C51	80.00'	03°06'43"	4.35'	4.34'	S89°06'47"E



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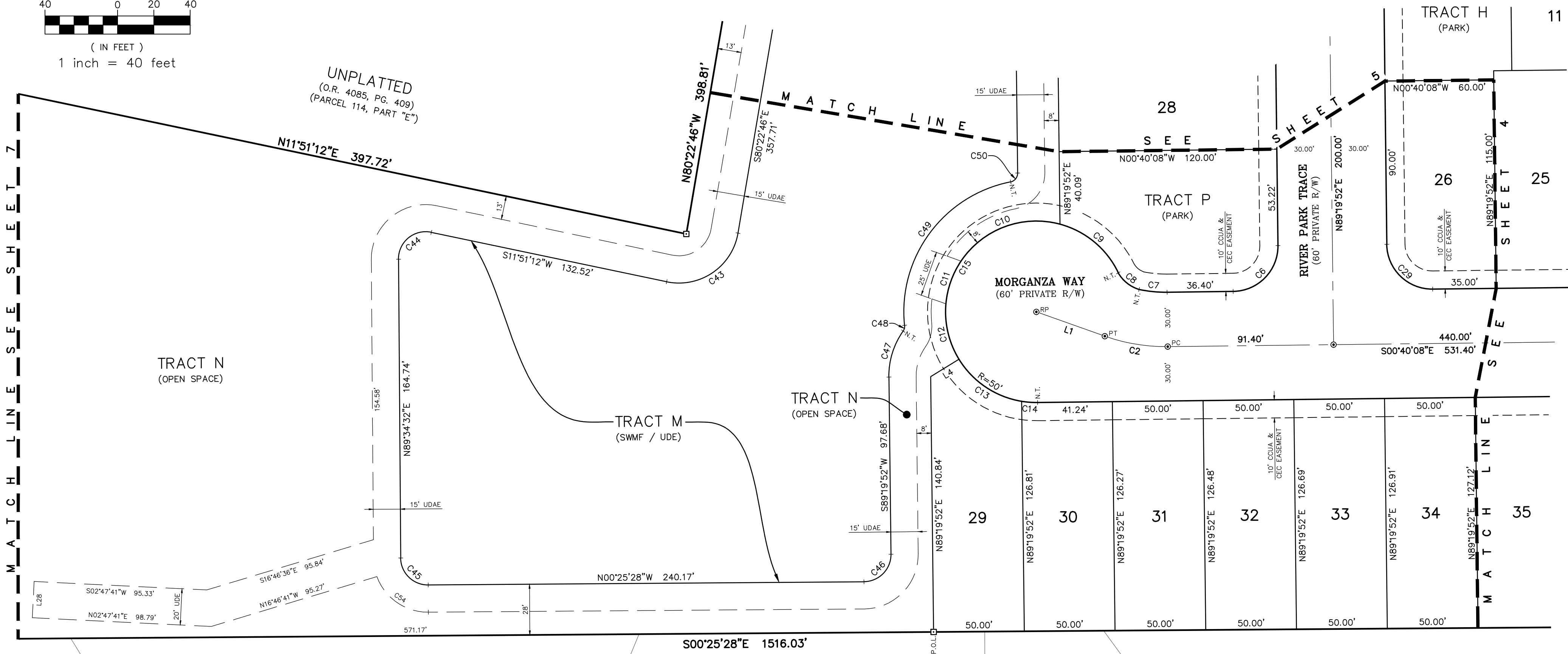
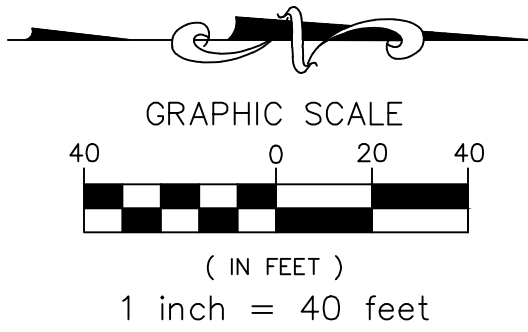


R U S S E L L R E T R E A T
A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA.

PLAT BOOK ____ PAGE ____

SHEET 6 OF 7 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



UNPLATTED
(O.R. 4303, PG. 1368)

UNPLATTED
(O.R. 1956, PG. 1166)

UNPLATTED
(O.R. 1931, PG. 283)

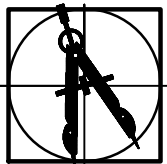
UNPLATTED
(O.R. 1951, PG. 1230)

UNPLATTED
(O.R. 2341, PG. 142)

Line Table		
Line #	Bearing	Distance
L1	S19°32'19"W	40.08'
L4	S31°28'56"E	18.33'
L28	S87°12'19"E	20.00'

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C2	100.00'	20°12'28"	35.27'	35.09'	S09°26'06"W
C6	25.00'	90°00'00"	39.27'	35.36'	N45°40'08"W
C7	70.00'	12°41'58"	15.52'	15.48'	N05°40'51"E
C8	20.00'	43°11'31"	15.08'	14.72'	N38°34'20"E
C9	50.00'	49°24'23"	43.12'	41.79'	N39°45'39"E
C10	50.00'	71°02'29"	62.00'	58.10'	N20°27'47"W
C11	50.00'	28°57'18"	25.27'	25.00'	N70°27'41"W
C12	50.00'	36°32'36"	31.89'	31.35'	S76°47'22"W
C13	50.00'	49°11'13"	42.92'	41.62'	S33°55'27"W
C14	50.00'	10°05'12"	8.80'	8.79'	S04°17'14"W
C15	50.00'	245°13'12"	213.99'	84.24'	S58°08'46"E
C29	25.00'	90°00'00"	39.27'	35.36'	N44°19'52"E

Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C43	33.00'	92°13'58"	53.12'	47.57'	S34°15'47"E
C44	15.00'	102°16'40"	26.78'	23.36'	S39°17'08"E
C45	15.00'	90°00'00"	23.56'	21.21'	N44°34'32"E
C46	15.00'	90°13'51"	23.63'	21.26'	N45°32'52"W
C47	43.03'	35°54'07"	26.96'	26.52'	N72°42'53"W
C48	5.01'	38°25'28"	3.36'	3.30'	N76°36'24"W
C49	73.01'	84°38'24"	107.85'	98.31'	N53°30'32"W
C50	5.00'	77°00'10"	6.72'	6.23'	N52°10'03"W
C54	30.00'	70°11'31"	36.75'	34.50'	N34°40'18"E



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(904) 284-2224 FAX (904) 284-2258

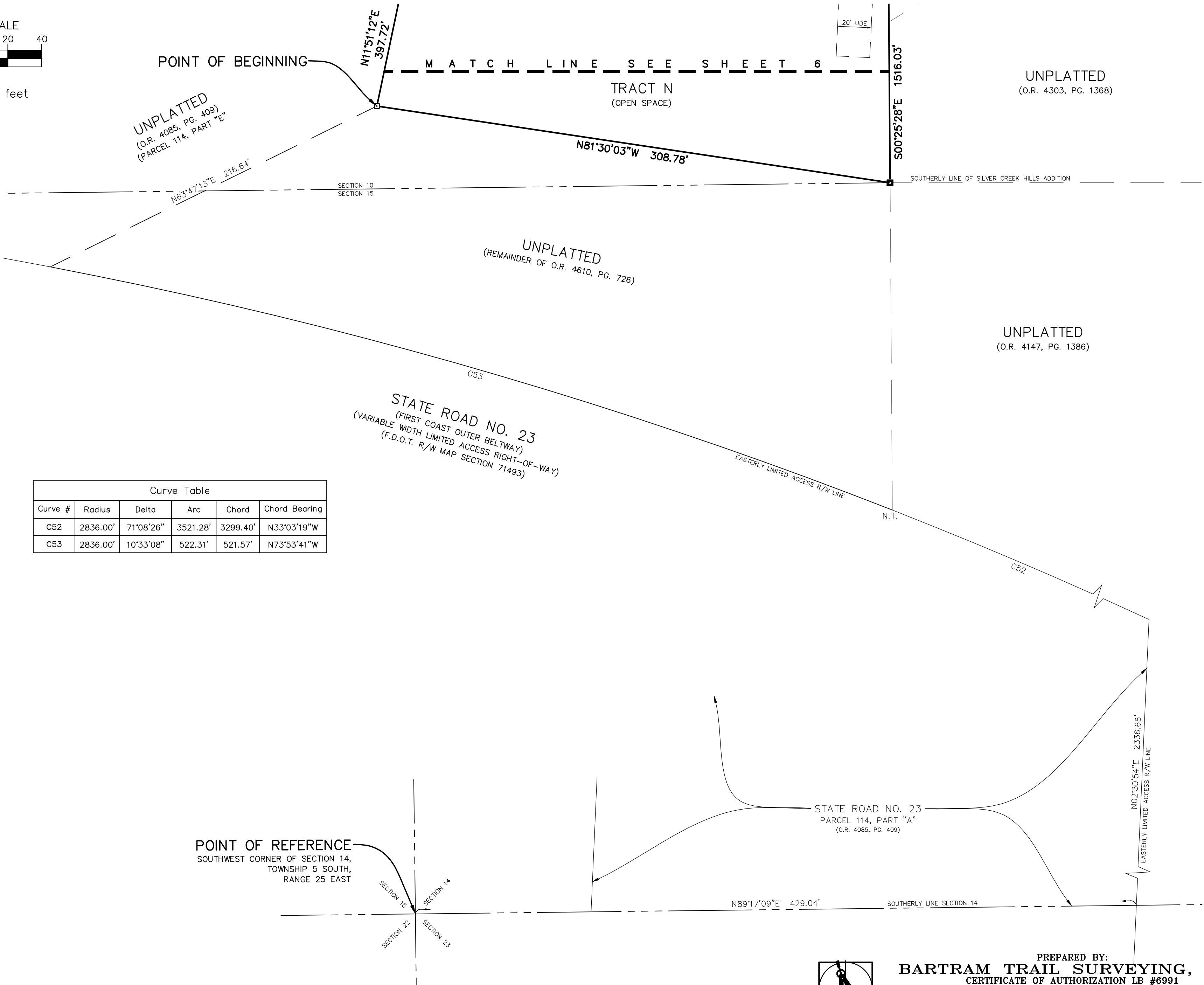
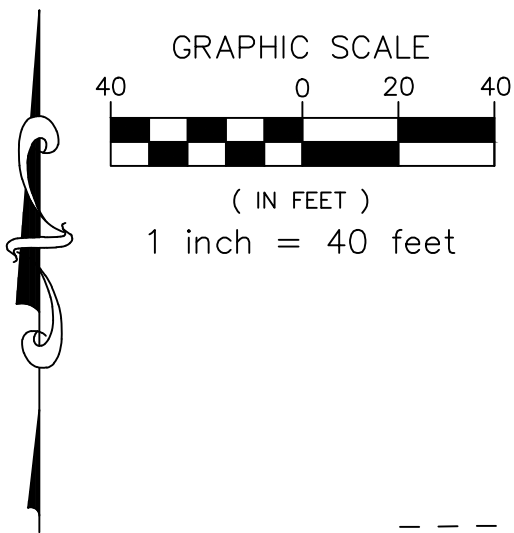


R U S S E L L R E T R E A T
A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA.

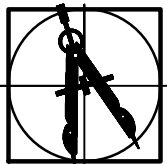
PLAT BOOK ____ PAGE ____

SHEET 7 OF 7 SHEETS

SEE SHEET 2 FOR GENERAL NOTES & LEGEND



Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C52	2836.00'	71°08'26"	3521.28'	3299.40'	N33°03'19"W
C53	2836.00'	10°33'08"	522.31'	521.57'	N73°53'41"W



PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Richard Smith, Director of
Engineering

SUBJECT: The staff has reviewed and recommends that the Board accept and approve the final replat of Dale Court for recording.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The applicant is requesting that the Board accept the final replat of Dale Court for recording. The plat consists of re-platting lots 32 and 33 of the Black Creek Park Unit Four Plat.

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:Applicant

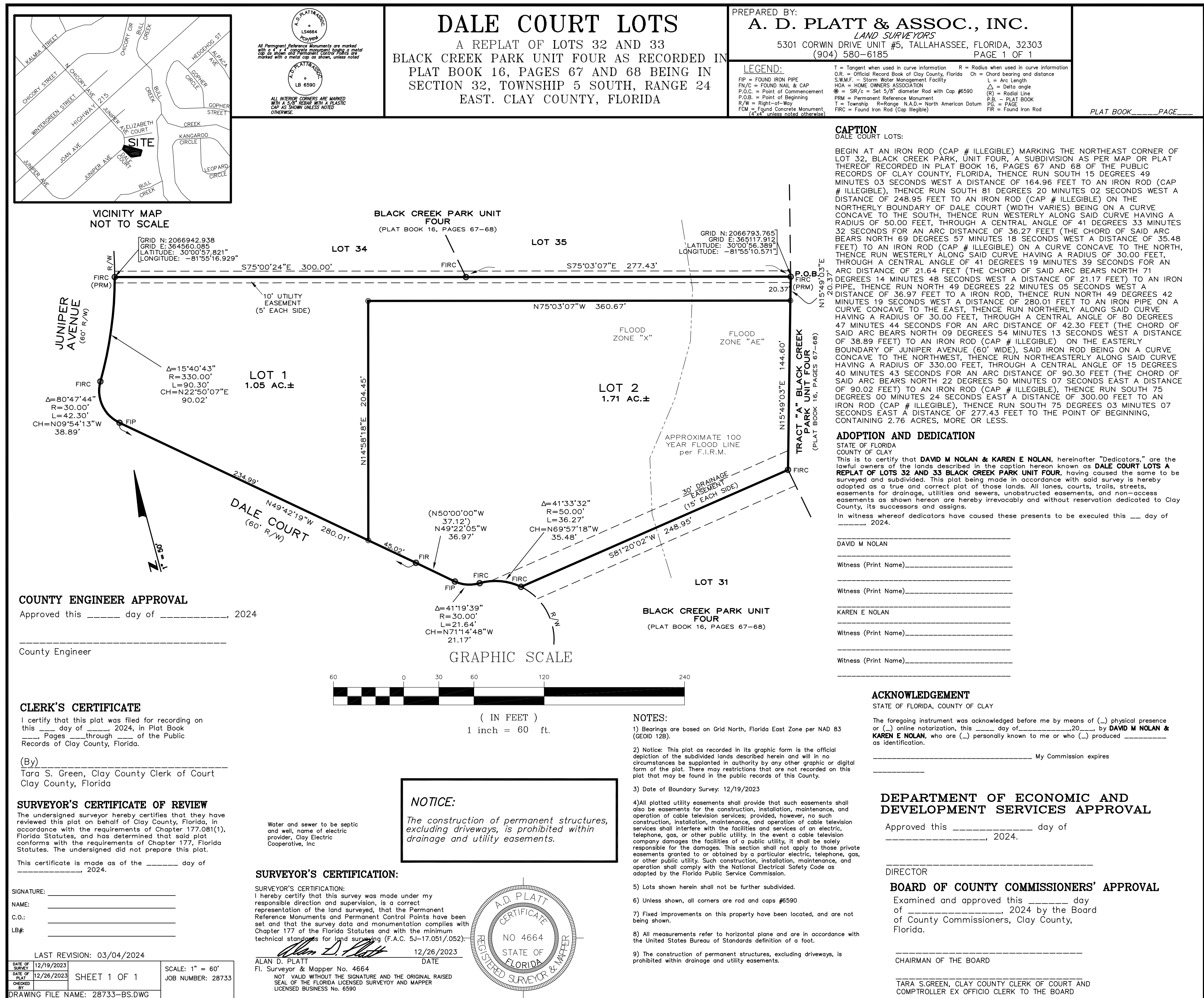
David Nolan

ATTACHMENTS:

Description	Type	Upload Date	File Name
Final Replat for Recording- Dale Court Replat	Backup Material	3/8/2024	Dale_Court_Final_Plat.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Plots	Streeper, Lisa	Approved	3/5/2024 - 4:02 PM	Item Pushed to Agenda





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County
Commissioners

DATE: 2/23/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ BCC Memo	Cover Memo	3/7/2024	BCC_Memo- Donation_of_Surplus_Property_03.04.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	3/5/2024 - 4:02 PM	Item Pushed to Agenda



County Attorney's Office

Board of County Commissioners
Post Office Box 1366
477 Houston Street, 2nd Fl.
Green Cove Springs, FL
32043-1366

Phone (904) 269-6377
(904) 284-6377
Fax (904) 269-6346
(904) 284-6346

County Attorney

Courtney K. Grimm
Courtney.Grimm@claycountygov.com

Assistant County Attorney

Kelli E. Lueckert
Kelli.Lueckert@claycountygov.com

Assistant County Attorney

T. James Hovda III
Theodore.Hovda@claycountygov.com

Commissioners

Mike Cella
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com

March 5, 2024

MEMORANDUM

To: Board of County Commissioners
From: Courtney K. Grimm, County Attorney
Re: Donation of Surplus Property

Florida Statutes, Section 274.05, allows the County to offer surplus property, by donation, to private nonprofit agencies as defined in Florida Statutes, Section 273.01(3).

The Clay County Elections Office has a copier that was on lease to its office. The lease has now expired and the leasing company has given the copier to the Elections office at no cost. The Elections office has no need for the copier. The copier is considered County property; however, it is not on the County's inventory list due to its little to no value status and, the County has no need for it.

The Clay County Elections Office is requesting that the copier be donated to The Vineyard Transitional Center, Inc., a Florida nonprofit corporation and a 501(c)(3) entity for purposes of the Internal Revenue Code. The donation of the copier should be subject to the transfer in an "as is" condition with no guarantee as to its condition or longevity. Additionally, any costs associated with the transfer should be the responsibility of the donee.

The approval of the Board is requested.

CKG/dpr

cc: Chris Chambless, Supervisor of Elections
Pete Mauger, Inventory Control Accountant



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

A) Approval of the Construction Agreement with CSX Transportation, Inc. for the widening and installation of a new crossing surface and railroad warning devices through the crossing on Russell Road (CR 209) regarding the Bonded Transportation Program, Project 2. CSX estimates that the cost of construction (reimbursable expenses) will be in the amount of \$1,047,845.00 and will be completed on or about June 26, 2026.

B) Approval of Payment of Advanced Deposit.

Funding Source:

2020 Bond Construction Fund - CR209-US17 to CR315B - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Reimbursable expenses payable to CSX include (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSX's consultants and subcontractors, and (6) CSX labor and overhead percentages. The County is required to deposit the sum of \$1,047,845.00 upon execution and delivery of the notice to proceed for the project.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source:

2020 Bond Construction Fund - CR209-US17 to CR315B - Infrastructure

Account No:

Sole Source (Yes\No): Advanced Payment
No (Yes\No):
No

ATTACHMENTS:

Description	Type	Upload Date	File Name
Contracts_CSX Construction Agreement	Cover Memo	3/7/2024	CSX_Construction_Agreement_20240307ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	3/5/2024 - 4:02 PM	Item Pushed to Agenda

**Green Cove Springs, Clay County, Florida
Russell Road (CR 209) roadway widening; 620921V
Sanford Subdivision; A 669.20
CSXT OP NO. FL2839**

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and CLAY COUNTY, FLORIDA, a body corporate and political subdivision of the State of FLORIDA (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed a, New railroad crossing surface with active grade crossing warning devices due to roadway widening at Russell Road (County Road 209), constructed through the CSXT right of way, with Department of Transportation Crossing Inventory Number 620921V, Railroad Milepost Number A 669.20, located in Green Cove Springs, Clay County, Florida within the Florida Zone, Sanford Subdivision (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Project Plans and Specifications**

- 1.1 **Preparation and Approval.** Pursuant to **Exhibit A** of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in **Exhibit B** to this Agreement.

Green Cove Springs, Clay County, Florida
Russell Road (CR 209) roadway widening; 620921V
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- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.
- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.
2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

 - 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
 - 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.
 - 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **June 26, 2026**, unless the parties mutually agree to extend such date.
3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("**Contractors**") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4)

Green Cove Springs, Clay County, Florida
Russell Road (CR 209) roadway widening; 620921V
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CSXT OP NO. FL2839

costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

- 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

4.3 Payment Terms.

- 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.
- 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.
- 4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.

**Green Cove Springs, Clay County, Florida
Russell Road (CR 209) roadway widening; 620921V
Sanford Subdivision; A 669.20
CSXT OP NO. FL2839**

P.O. Box 530192
Atlanta, GA 30353-0192

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties..
- 6.4 Maintenance Agreement. CSXT and Agency will enter into a separate Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal and removal of the Project.
- 6.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 6.4) of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

Green Cove Springs, Clay County, Florida
Russell Road (CR 209) roadway widening; 620921V
Sanford Subdivision; A 669.20
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- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.
9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.
10. Ownership and Maintenance
- 10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.
- 10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.
- 10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

Green Cove Springs, Clay County, Florida
Russell Road (CR 209) roadway widening; 620921V
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- 11.1 Generally. To the maximum extent permitted by applicable law, Agency, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement. The Agency is a governmental entity whose limits of liability are set forth in Section 768.28, Florida Statutes. The Agency does not waive any defense of sovereign immunity or increase the limits of its liability by entering into this Agreement. Any indemnification by the Agency under this Agreement, 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, or modification to, the Agency's sovereign immunity protections.
- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the

Green Cove Springs, Clay County, Florida
Russell Road (CR 209) roadway widening; 620921V
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removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. “Entire Agreement” This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT’s assignee of CSXT’s obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT’s prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 500 Water Street, J-301 Jacksonville, Florida 32202 Attention: Director Project Management – Public Projects
-------------	--

If to Agency:	Clay County, Florida P.O. Box number 1366 477 Houston Street, 3 rd Floor Green Cove Springs, Florida 32043 Attention: Richard Smith, P.E. – County Engineer Copy: Ed Dendor, Bonded Transportation Program Administrator
---------------	--

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Clay County, Florida.

**Green Cove Springs, Clay County, Florida
Russell Road (CR 209) roadway widening; 620921V
Sanford Subdivision; A 669.20
CSXT OP NO. FL2839**

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **February 23, 2024**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CLAY COUNTY, FLORIDA

By: _____

Print Name: Jim Renninger

Title: Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

CSX TRANSPORTATION, INC.

By: _____

Edward D. Sparks II, PE
Chief Engineer – Bridges, Design &
Construction

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Agency shall let by contract to its Contractors:

1. Construction of all components, which includes but is not limited to all items listed under Section A of Exhibit A of the Agreement, of a upgraded eighty three foot (83'-0") wide roadway, Russell Road (County Road 209), which crosses the CSXT right of way, with Department of Transportation Crossing Inventory Number 620921V, Railroad Milepost Number A 669.20, as depicted in the approved plans.
2. Coordination with CSXT Signal Construction for all temporary roadway traffic shifts.
3. Perform all asphalt and concrete paving work, including construction of roadway sub-base, stabilization, concrete Type "F" curb and gutter, concrete traffic separator, sidewalk, and any other work related to the construction for the roadway.
4. Paving up to the proposed full depth rubber crossing surface on both sides of the crossing.
5. Perform all grading work, as depicted in the approved plans.
6. Placement of all roadway striping work, including implementation of the Dynamic Envelope.
7. Placement of erosion control devices.
8. Design and implement maintenance of traffic, including placement of maintenance of traffic devices.
9. Implementation of simultaneous preemption.
10. Restore the CSXT right of way to a condition acceptable to CSXT, or CSXT Representative.
11. Remove all rubbish and debris from the project site.

Green Cove Springs, Clay County, Florida
Russell Road (CR 209) roadway widening; 620921V
Sanford Subdivision; A 669.20
CSXT OP NO. FL2839

B. CSXT shall perform or cause to be performed:

1. Preliminary engineering services.
2. Construction and installation of rail, ties, ballast, and other rail-related components to accommodate upgraded crossing at Russell Road (County Road 209) with Department of Transportation Crossing Inventory Number 620921V, Railroad Milepost Number A 669.20.
3. Install full depth rubber crossing surface at Russell Road (County Road 209) with Department of Transportation Crossing Inventory Number 620921V, Railroad Milepost Number A 669.20.
4. Installation of two (2) cantilever/gate with flashers and bell combo unit, AC meter service, six foot by six foot (6'-0" x 6'-0") signal house, train detection circuitry, and simultaneous preemption circuit for interconnect, in accordance with CSXT SS220 and FDOT Index 509-070.
5. Removal and disposal of waste materials; Clean-up of the work site at Russell Road (County Road 209) crossing.
6. Any other services, equipment, and components deemed necessary to place crossing in-service in a safe and efficient manner.
7. Flagging services and other protective services and devices as may be necessary.
8. All work to be in accordance with CSXT MWI 901-08.

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Green Cove Springs, Clay County, Florida
Russell Road (CR 209) roadway widening; 620921V
Sanford Subdivision; A 669.20
CSXT OP NO. FL2839

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

SHEET	DESCRIPTION	PREPARER	DATE
SH. 23	Roadway Plan Profile	Jacobs Engineering	1/15/2024
SH. 178	Temporary Traffic Control PH 1	Jacobs Engineering	1/15/2024
SH. 189	Temporary Traffic Control PH 2A	Jacobs Engineering	1/15/2024
SH. 196	Temporary Traffic Control PH 2B	Jacobs Engineering	1/15/2024
SH. 207	Temporary Traffic Control PH 3	Jacobs Engineering	1/15/2024
SH. 218	Temporary Traffic Control PH 4	Jacobs Engineering	1/15/2024
SH. 228	Temporary Traffic Control PH 5	Jacobs Engineering	1/15/2024
H01A	Proposed Crossing Layout PH 1	Signal South Engineering	1/15/2024
H01B	Proposed Crossing Layout PH 2A	Signal South Engineering	1/15/2024
H01C	Proposed Crossing Layout PH 2B	Signal South Engineering	1/15/2024
H01D	Proposed Crossing Layout PH 3	Signal South Engineering	1/15/2024
H01E	Proposed Crossing Layout PH 4	Signal South Engineering	1/15/2024
H01F	Proposed Crossing Layout PH 5	Signal South Engineering	1/15/2024
H01	Proposed Crossing Layout Final Configuration	Signal South Engineering	1/15/2024

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

“Agency” shall mean the Clay County, Florida.

“Agency Representative” shall mean the authorized representative of Clay County, Florida.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

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- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

**Green Cove Springs, Clay County, Florida
Russell Road (CR 209) roadway widening; 620921V
Sanford Subdivision; A 669.20
CSXT OP NO. FL2839**

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative,

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such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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EXHIBIT D
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FL2839		Form Revision 45037
<hr/>		
ESTIMATE SUBJECT TO REVISION AFTER:	1/7/2025	DOT NO.: 620921V
CITY: Green Cove Springs	COUNTY: Clay	STATE: FL
DESCRIPTION: This estimate is to accommodate the proposed roadway widening at CR-209 (Russell Rd) to include Installation of (2) cantilever / gate combo units, 6x6 house and train detection (XP4). Signal phasing will be required. New Full Depth Rubber Crossing Surface will be installed by Utilico.		
ZONE: Florida	SUB-DIV: Sanford	MILE POST: A-669.22
AGENCY PROJECT NUMBER: Clay County		
<hr/>		
<u>PRELIMINARY ENGINEERING:</u>		
212 Contracted & Administrative Engineering Services		\$ 6,500
Subtotal		\$ 6,500
 <u>CONSTRUCTION ENGINEERING/INSPECTION:</u>		
212 Contracted & Administrative Engineering Services		\$ 27,300
Subtotal		\$ 27,300
 <u>FLAGGING SERVICE: (Contract Labor)</u>		
		\$ -
50 Labor (Foreman/Inspector)	60 Days @ \$ 504.00	\$ 30,240
70 Additive	126.00% (Transportation Department)	\$ -
50 Additive	160.00% (Engineering Department)	\$ 48,384
Subtotal		\$ 78,624
 <u>SIGNAL & COMMUNICATIONS WORK:</u>		\$ 548,247
<u>TRACK WORK:</u>		\$ 291,916
 <u>PROJECT SUBTOTAL:</u>		\$ 952,586
900 <u>CONTINGENCIES:</u>	10.00%	\$ 95,259
 <u>PROJECT TOTAL:</u>		\$ 1,047,845
<u>CURRENT AUTHORIZED BUDGET:</u>		\$ -
<u>TOTAL SUPPLEMENT REQUESTED:</u>		\$ 1,047,845
 <u>DIVISION OF COST:</u>		
Agency	100.00%	\$ 1,047,845
Railroad	0.00%	\$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch

DATE: 01/08/24 REVISED:

Approved by: KSW CSXT Public Project Group

DATE: 01/08/24

EXHIBIT E

PAYMENT SCHEDULE

*** NOTE ALTERNATE PROVISIONS:**

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

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EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20____, between CLAY COUNTY, FLORIDA and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

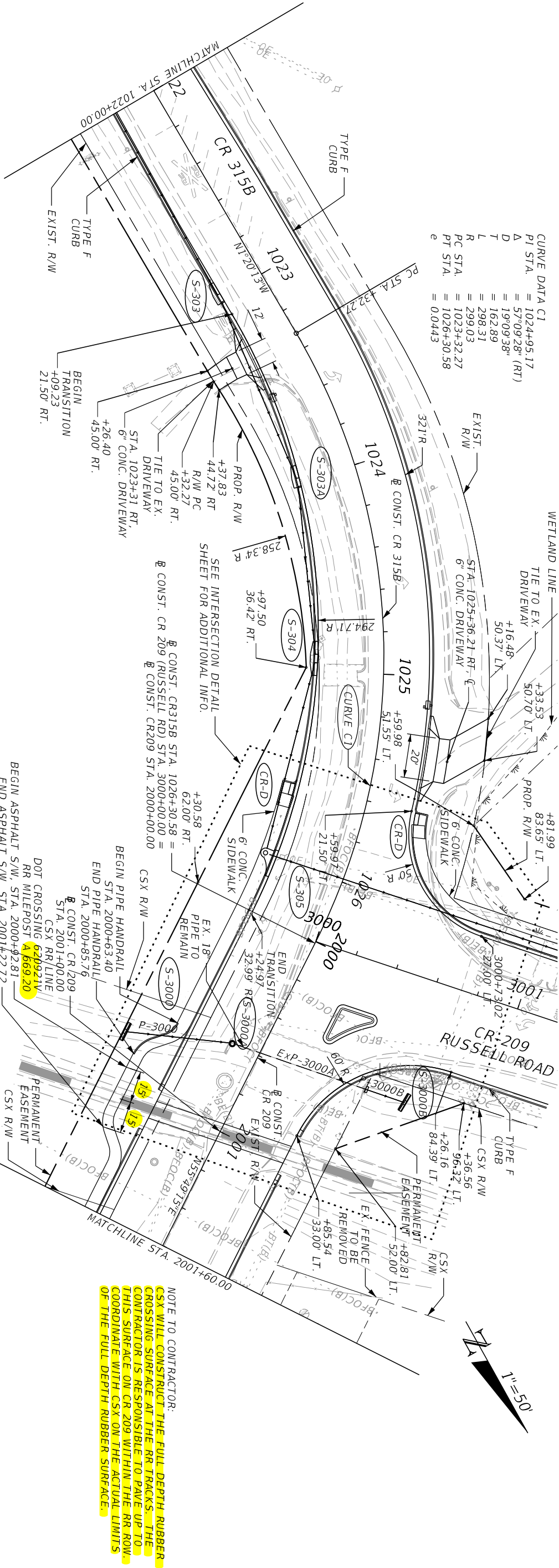
By: _____

Name: _____

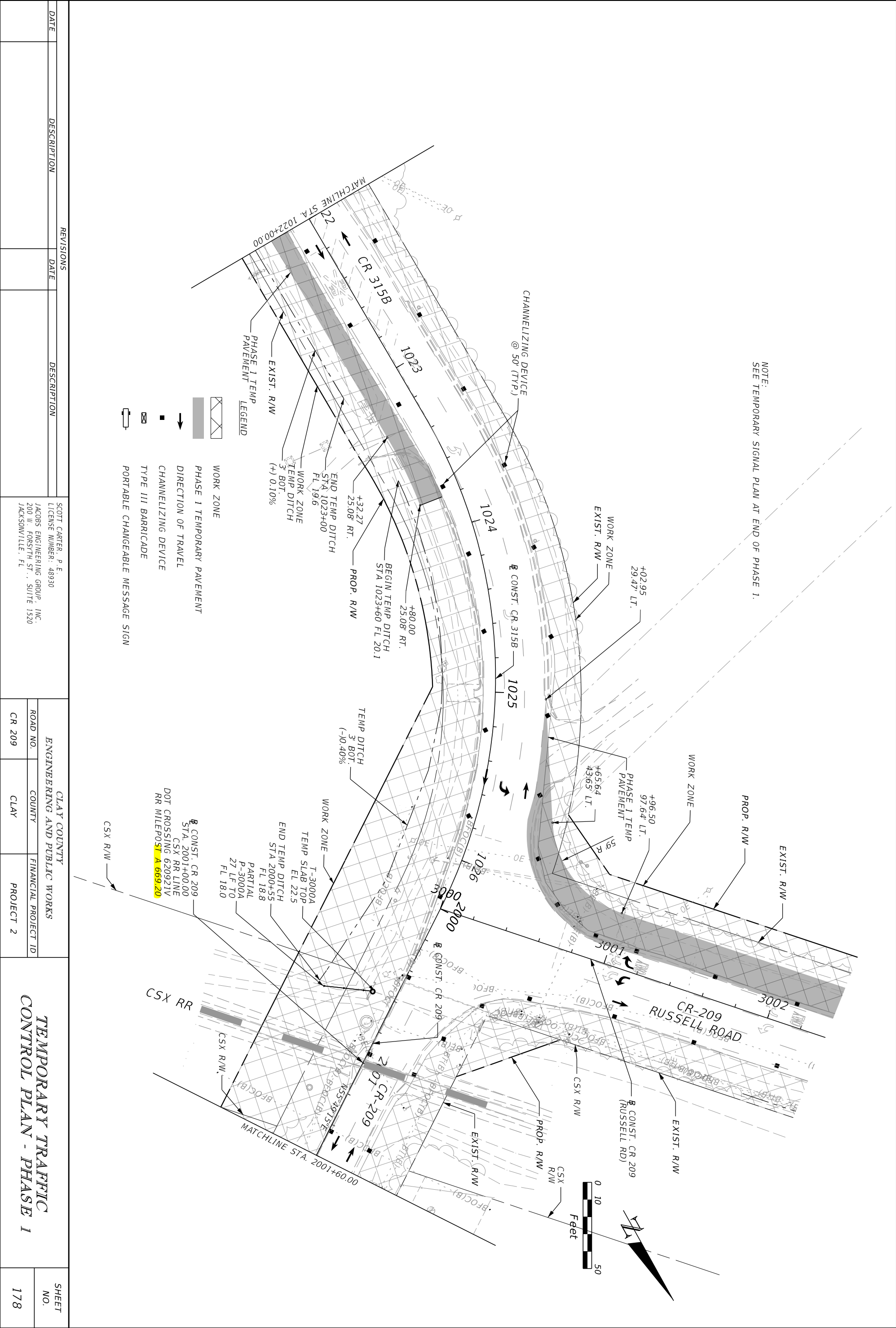
Title: _____

Date: _____

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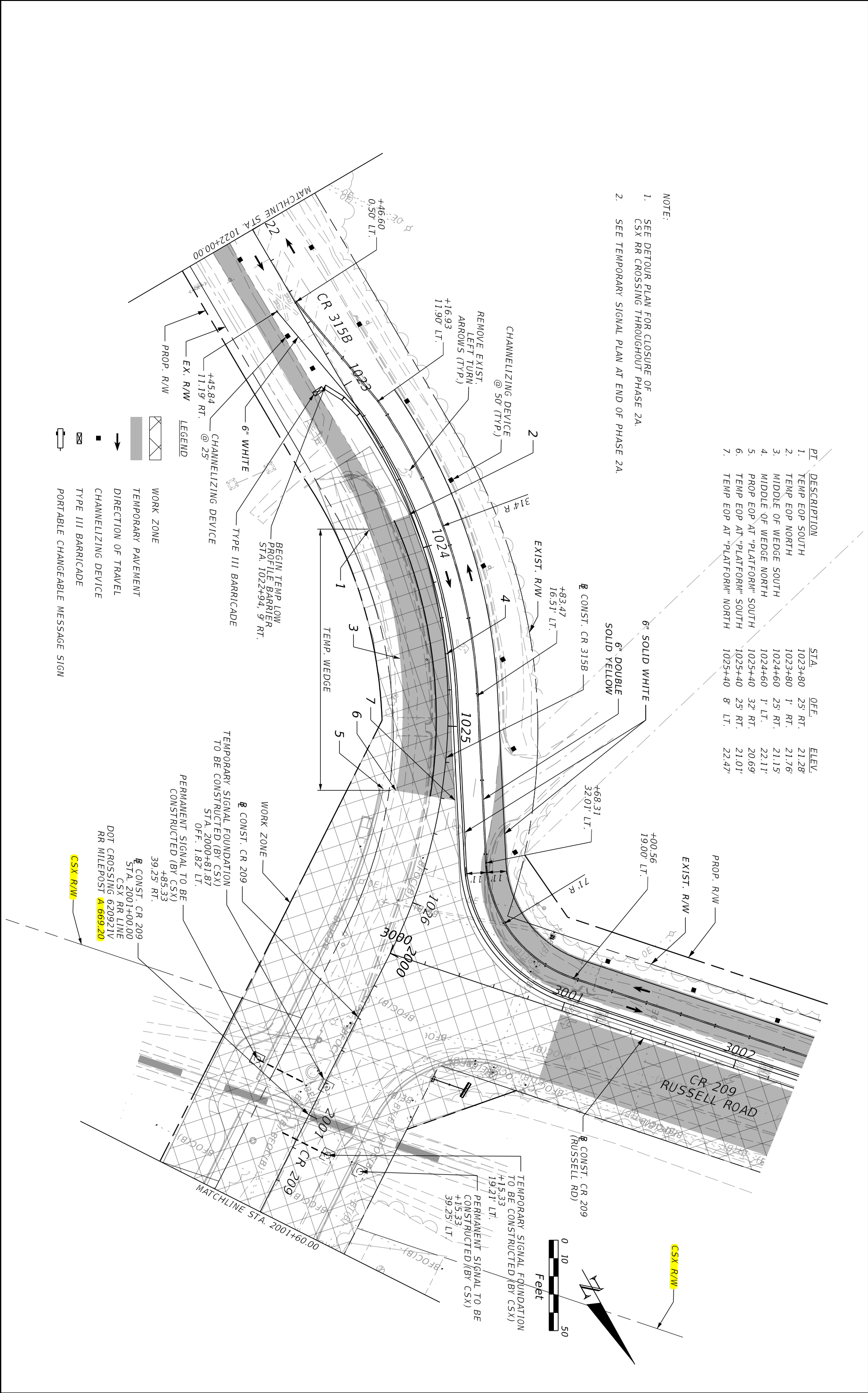


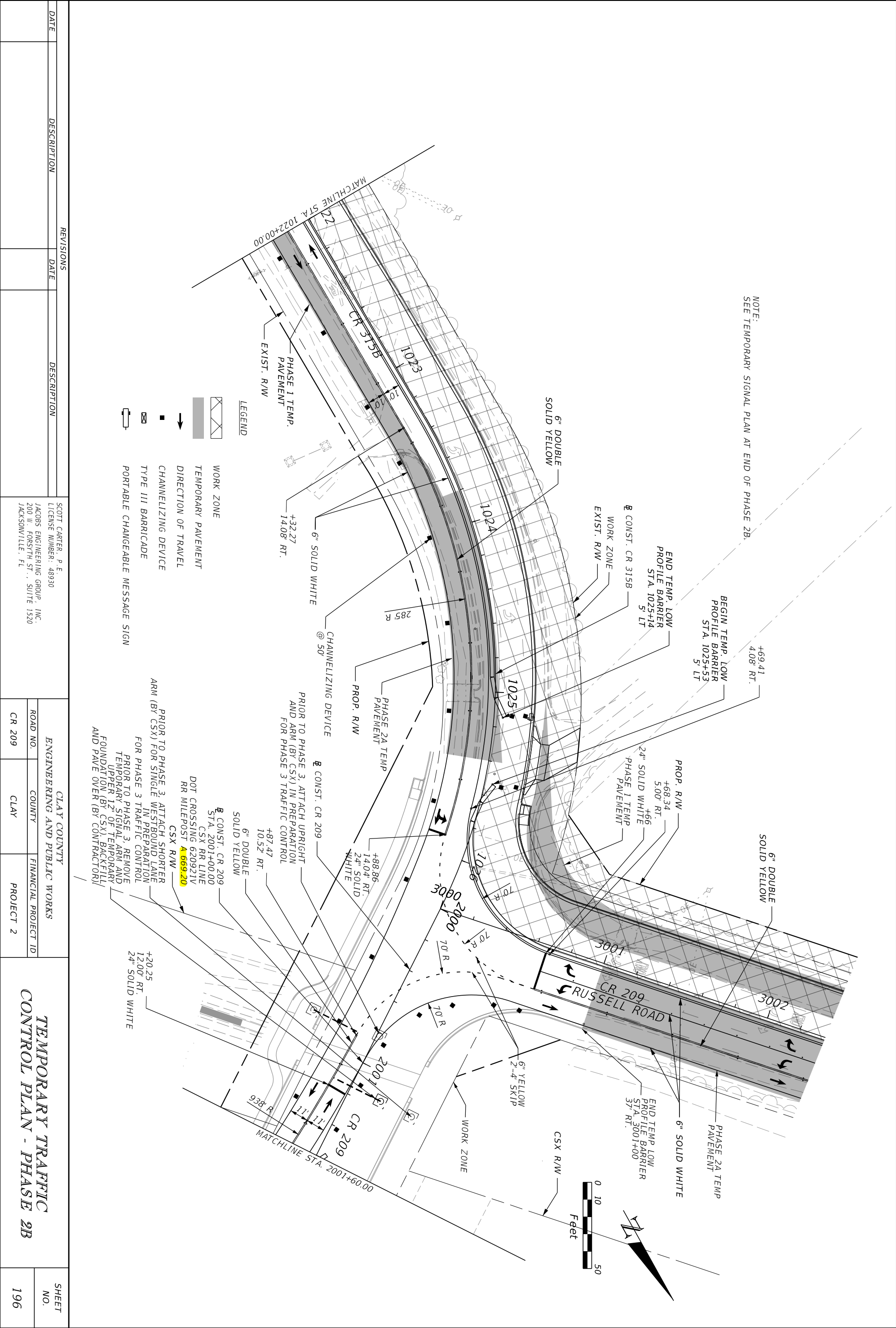
DATE		REVISIONS		KAREN E. FALKENBERRY, P.E. LICENSE NUMBER: 34015 JACOBS ENGINEERING GROUP INC. 200 W. FORSYTH ST., SUITE 1520 JACKSONVILLE, FL 32202	CLAY COUNTY ENGINEERING AND PUBLIC WORKS		ROADWAY PLAN/PROFILE (2) CR 315B		SHEET NO.	
DESCRIPTION		DESCRIPTION			ROAD NO. COUNTY FINANCIAL PROJECT ID				23	
DATE		DATE			CR 315B CLAY PROJECT 2					



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

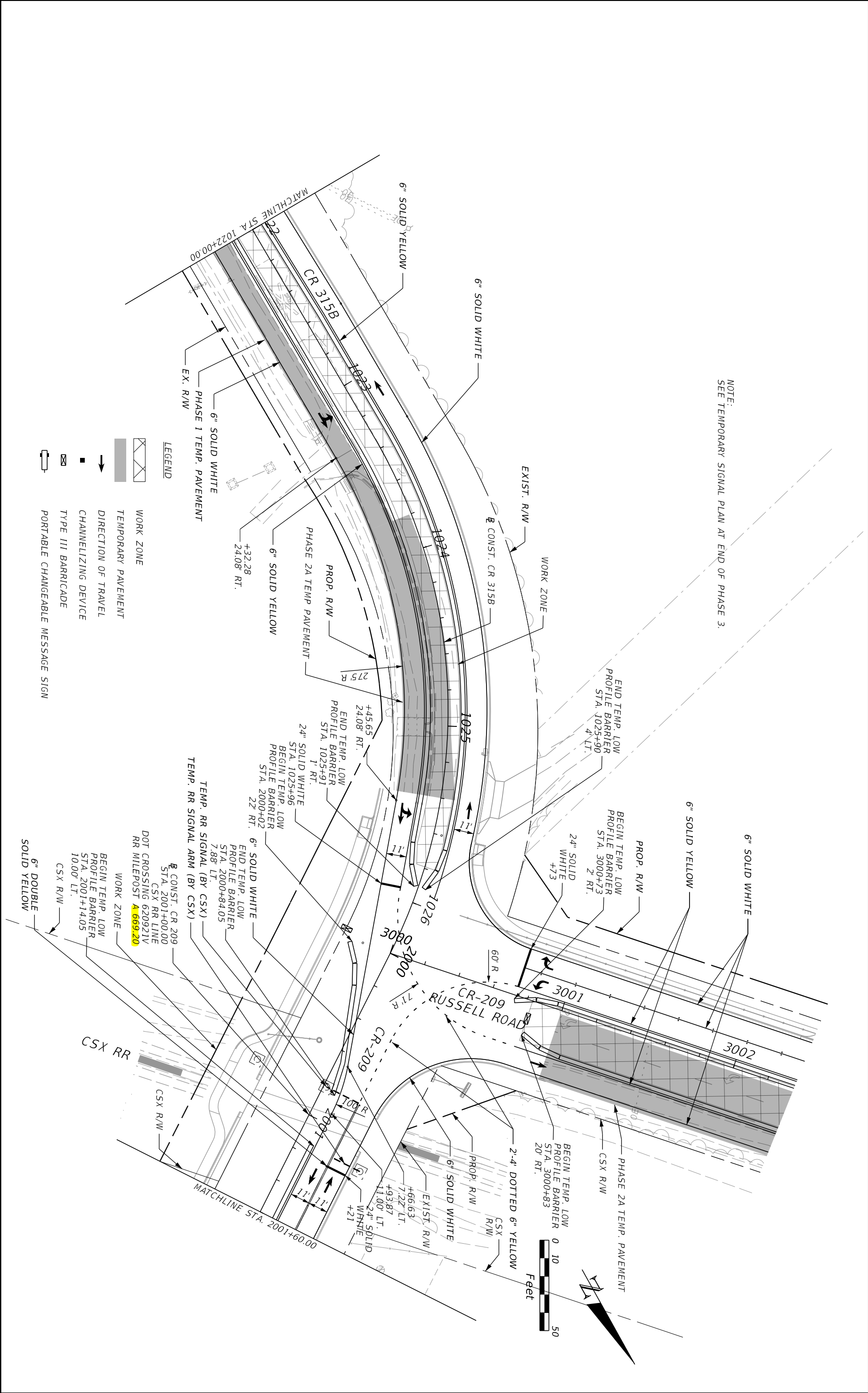
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DESCRIPTION		DATE		DESCRIPTION		
				JACOBS ENGINEERING GROUP, INC. 200 W. FORSYTH ST., SUITE 1520 JACKSONVILLE, FL		TEMPORARY TRAFFIC CONTROL PLAN - PHASE 2A
				CLAY COUNTY ENGINEERING AND PUBLIC WORKS		189
				ROAD NO.		
				COUNTRY		
				FINANCIAL PROJECT ID		
				CR 209		
				CLAY		
				PROJECT 2		

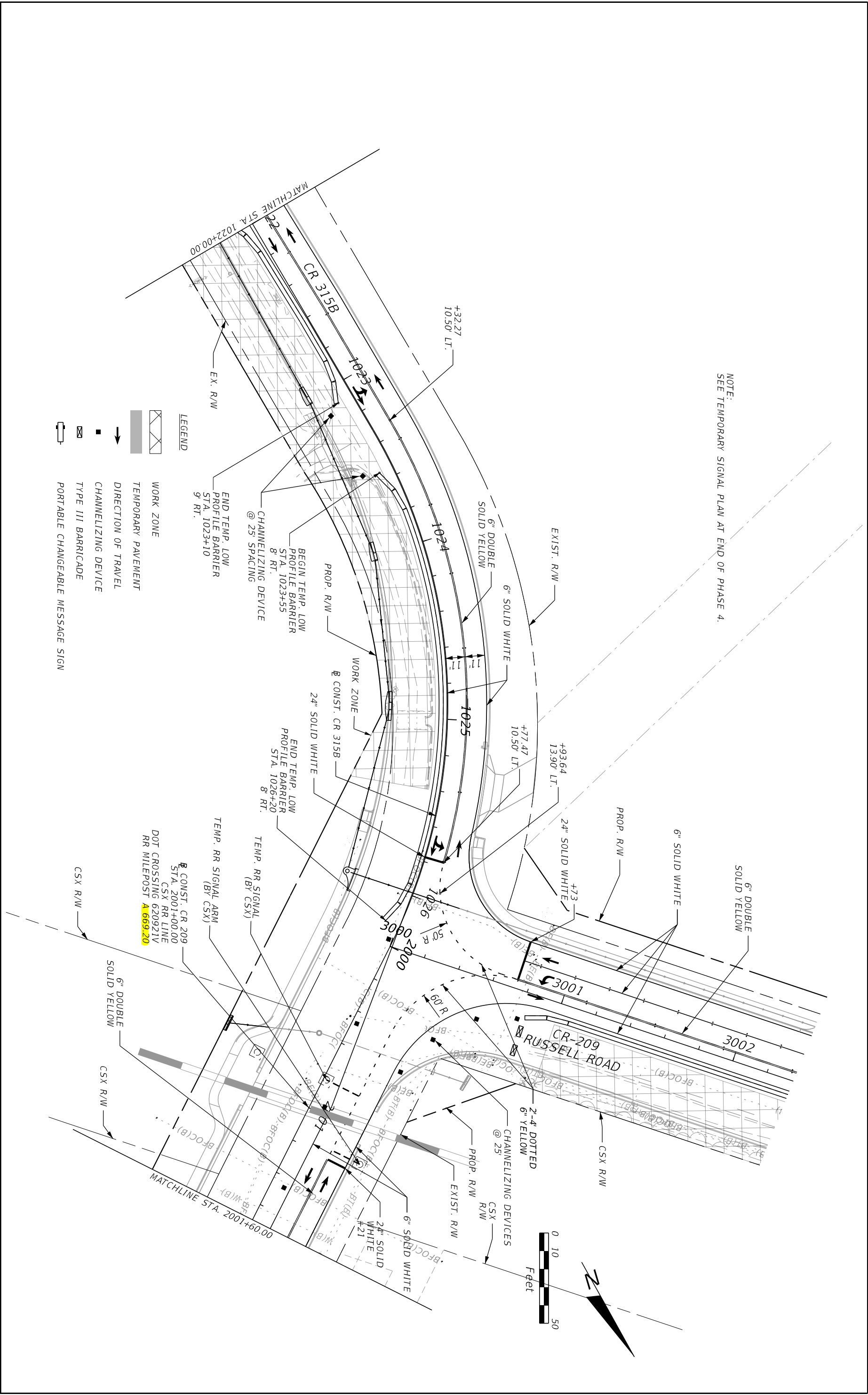




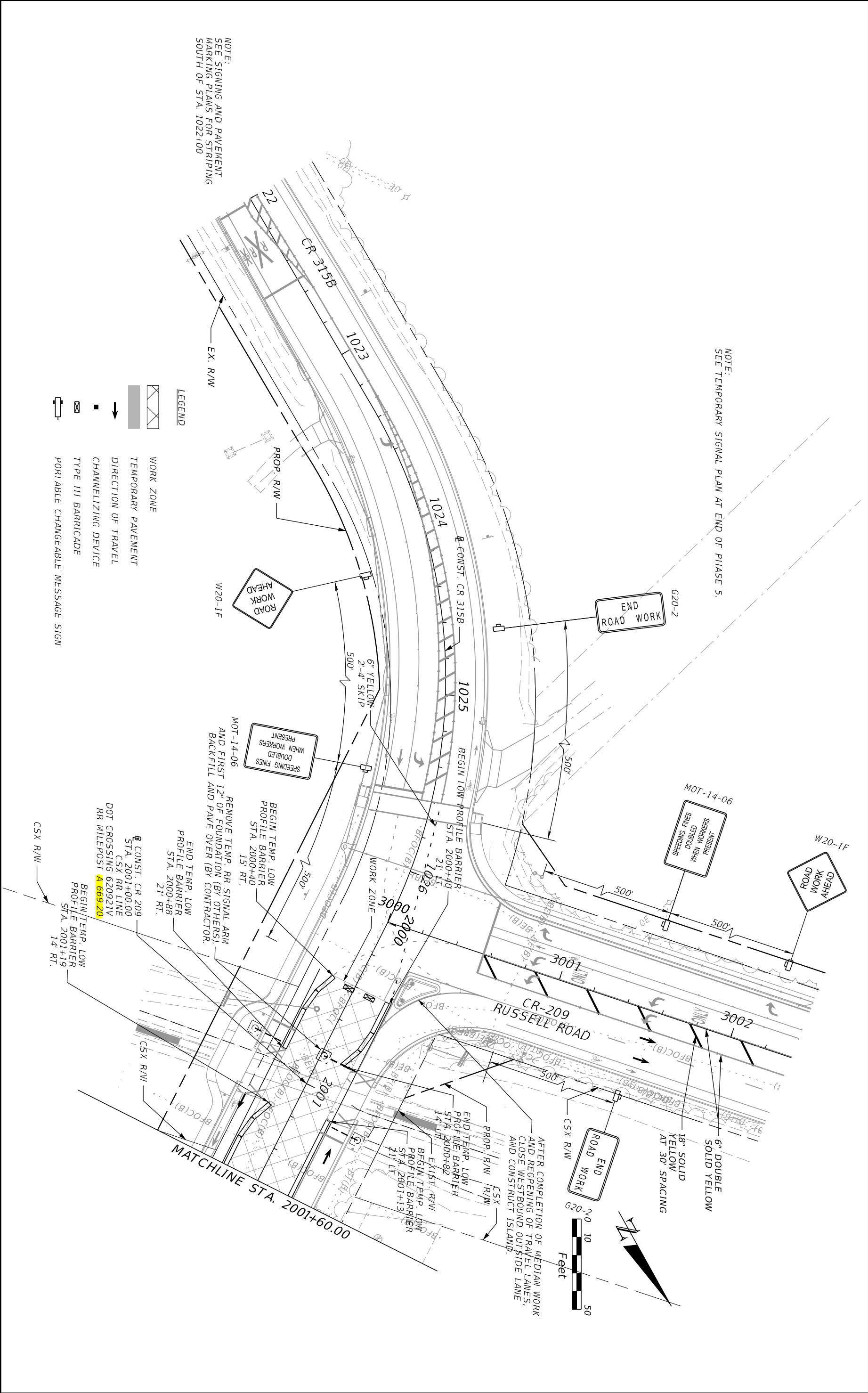
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

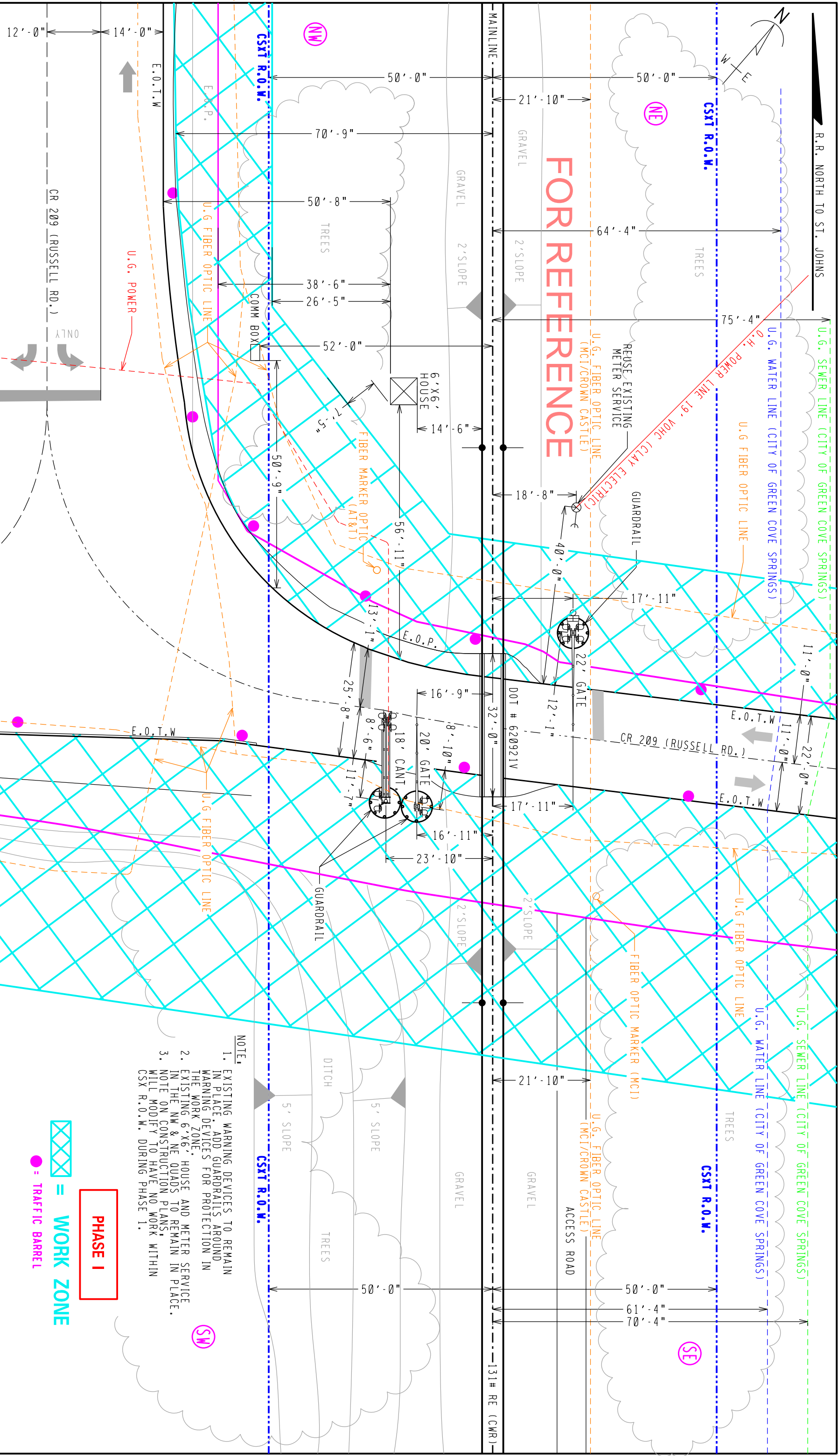
DATE		REVISIONS		SCOTT CARTER, P.E. LICENSE NUMBER: 48930 JACOBS ENGINEERING GROUP, INC. 200 W. FORSYTH ST., SUITE 1520 JACKSONVILLE, FL	
DESCRIPTION		DATE	DESCRIPTION		
				CLAY COUNTY ENGINEERING AND PUBLIC WORKS	
ROAD NO.		COUNTY	FINANCIAL PROJECT ID		
CR 209		CLAY	PROJECT 2		
				TEMPORARY TRAFFIC CONTROL PLAN - PHASE 3	
				SHEET NO.	
				207	





REVISIONS		CLAY COUNTY ENGINEERING AND PUBLIC WORKS		TEMPORARY TRAFFIC CONTROL PLAN - PHASE 5	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		
SCOTT CARTER, P.E. LICENSE NUMBER: 48930 JACOBS ENGINEERING GROUP, INC. 200 W. FORSYTH ST., SUITE 1520 JACKSONVILLE, FL					
		ROAD NO.	COUNTRY	FINANCIAL PROJECT ID	
		CR 209	CLAY	PROJECT 2	228





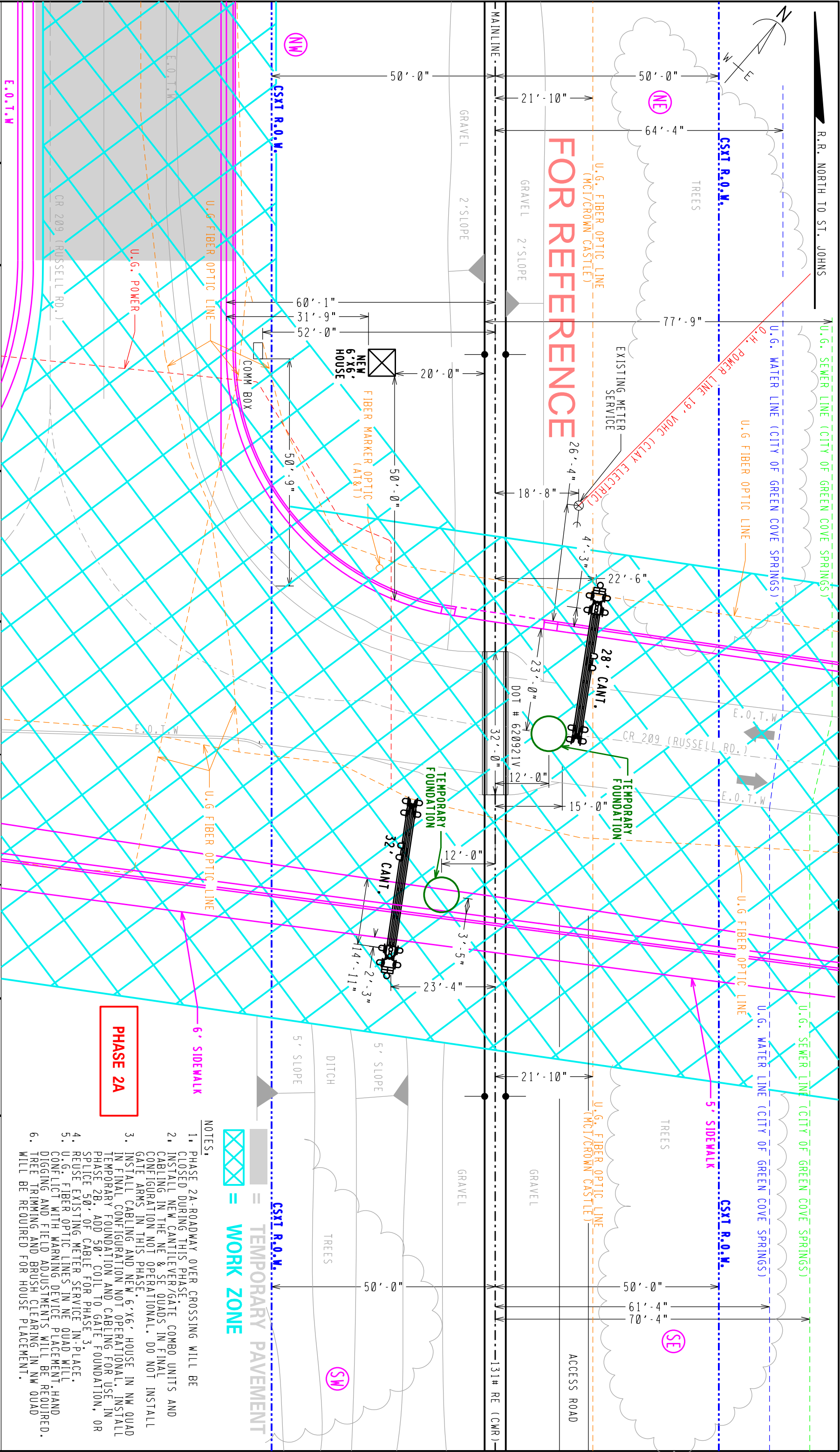
FILE NAME, A66922.H01A		REVISION DATES		PRODUCED FOR,		PRODUCED BY,	
DATE DRAWN, 06-16-22		08-03-23		RAIL TRANSPORT GROUP ENGINEERING COMMUNICATIONS AND SIGNALS		Signal South	
DRAWN BY, CVP		.		CSX ROW		GPS COORDINATES	
CHECKED BY, AER		.		R/R POLE LINE		CITY & STATE, GREEN COVE SPRINGS (CLAY) FL	
SSE #, 22-1735		.		GAS		DOT, 620921V	
				FIBER OPTIC		PROJECT #, FL2021028	
						PROPOSED CROSSING LAYOUT	
						SCALE = 20:1	

- NOTE,
1. EXISTING WARNING DEVICES TO REMAIN IN PLACE. ADD GUARDRAILS AROUND WARNING DEVICES FOR PROTECTION IN THE WORK ZONE.
 2. EXISTING 6'X6' HOUSE AND METER SERVICE IN THE NW & NE QUADS TO REMAIN IN PLACE.
 3. NOTE ON CONSTRUCTION PLANS, WILL MODIFY TO HAVE NO WORK WITHIN CSX R.O.W. DURING PHASE 1.

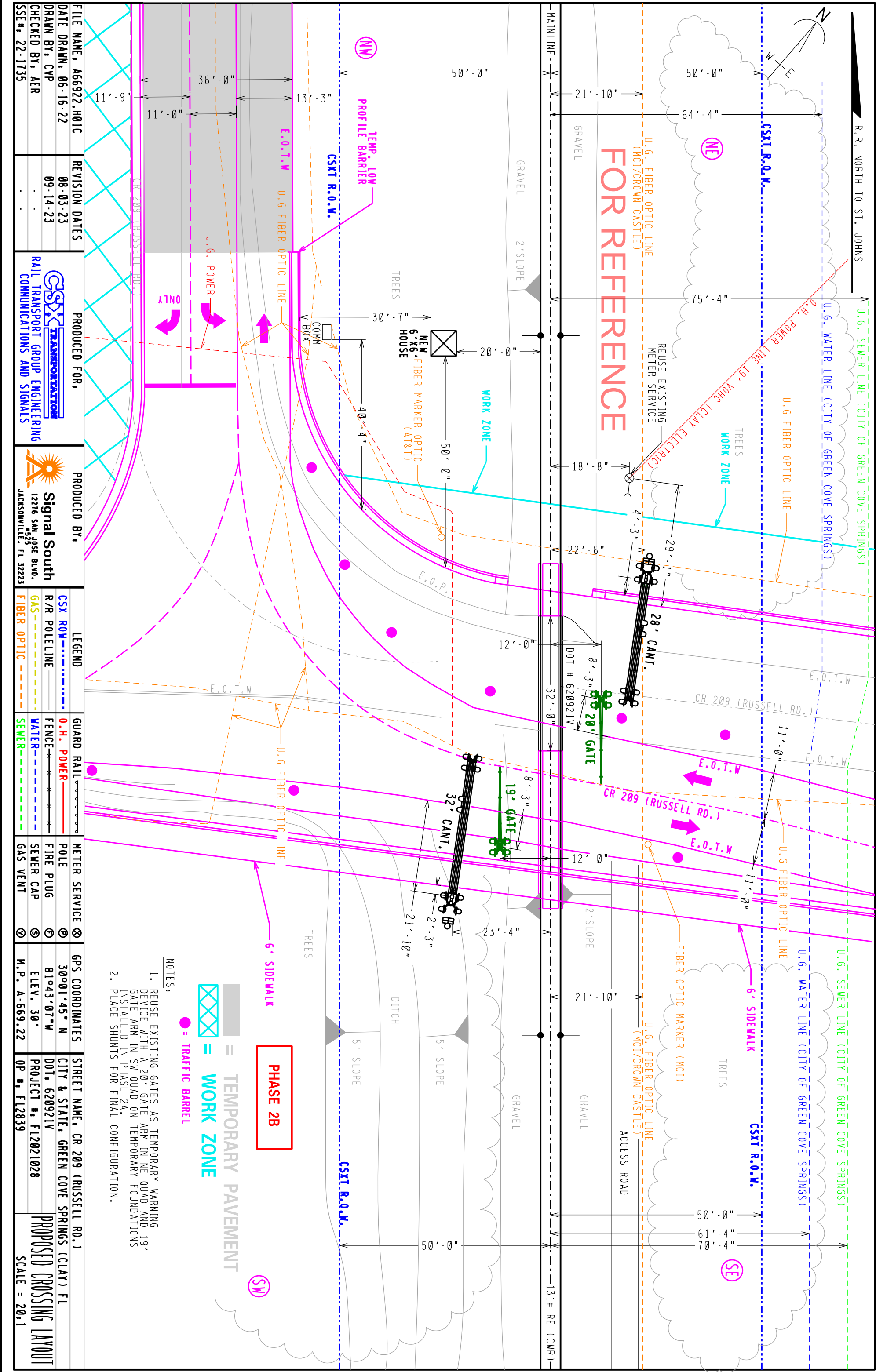
= WORK ZONE

= TRAFFIC BARREL

PHASE I



FILE NAME, A66922.H01B		REVISION DATES		PRODUCED FOR,		PRODUCED BY,	
DATE DRAWN, 06-16-22		08-03-23		CSX ROW		GUARD RAIL	
DRAWN BY, CVP		09-14-23		R/R POLELINE		METER SERVICE	
CHECKED BY, AER		.		FENCE		POLE	
SSE#, 22-1735		.		FIBER OPTIC		FIRE PLUG	
						SEWER CAP	
						GAS VENT	
						GPS COORDINATES	
						STREET NAME, CR 209 (RUSSELL RD.)	
						CITY & STATE, GREEN COVE SPRINGS (CLAY) FL	
						DOT, 620921V	
						PROJECT #, FL2021028	
						PROPOSED CROSSING LAYOUT	
						SCALE = 20,1	



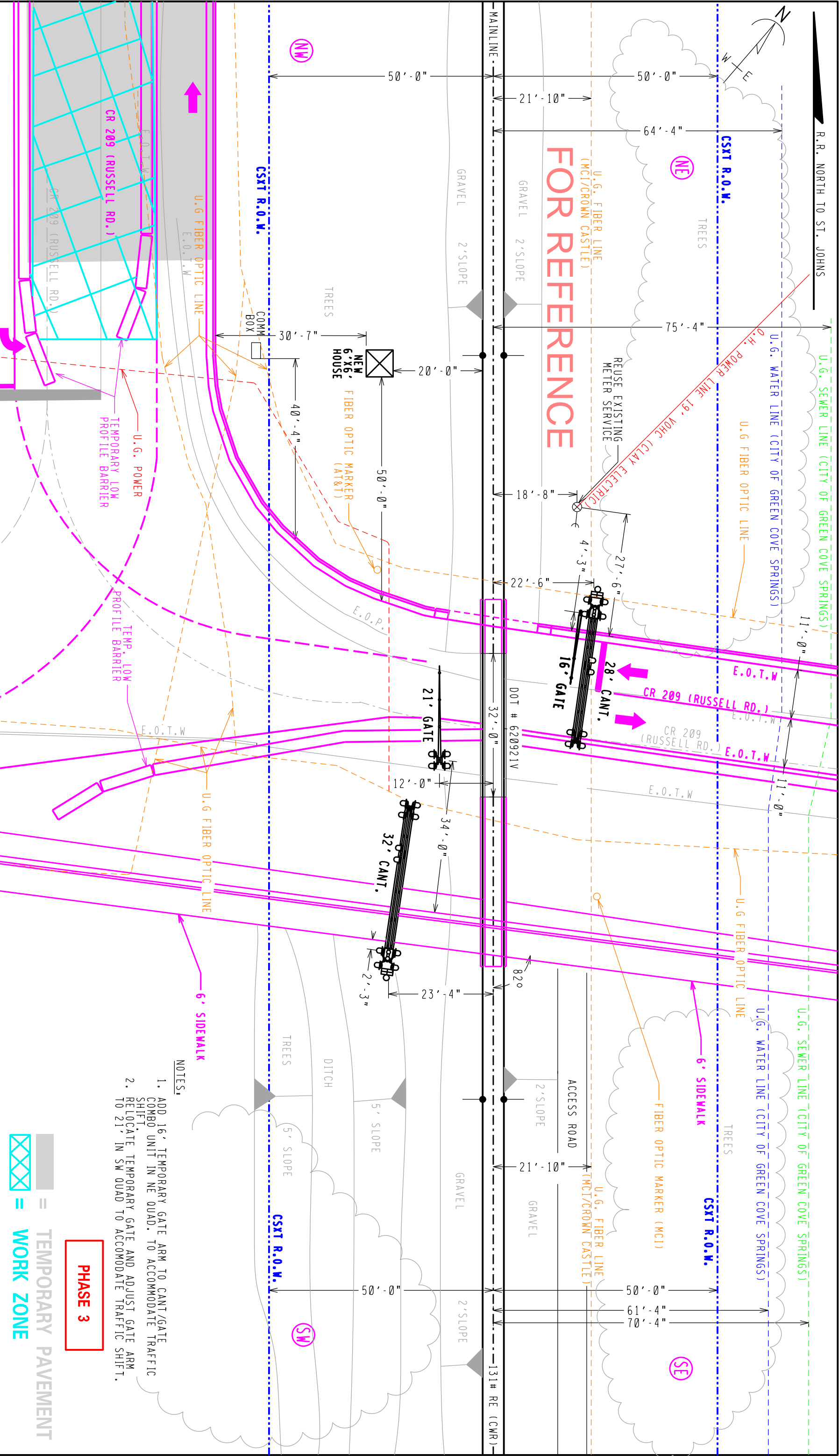
FILE NAME, A66922.H01C		REVISION DATES		PRODUCED FOR,		PRODUCED BY,	
DATE DRAWN, 06-16-22		08-03-23		CSX RAIL		CSX ROW	
DRAWN BY, CVP		09-14-23		RAIL TRANSPORT GROUP ENGINEERING		R/R POLE LINE	
CHECKED BY, AER		.		SIGNAL SOUTH		WATER	
SSE#, 22-1735		.		JACKSONVILLE, FL 32223		SEWER	

LEGEND		GUARD RAIL		METER SERVICE		GPS COORDINATES	
O.H. POWER		FENCE		POLE		CITY & STATE, GREEN COVE SPRINGS (CLAY) FL	
FIBER OPTIC		FIRE PLUG		SEWER CAP		DOT, 620921V	
SEWER		GAS VENT		ELEV, 30'		PROJECT #, FL2021028	
M.P., A-669.22		OP #, FL2839		PROPOSED CROSSING LAYOUT		SCALE = 20:1	

- NOTES:
1. REUSE EXISTING GATES AS TEMPORARY WARNING GATE ARM IN SW QUAD ON TEMPORARY FOUNDATIONS INSTALLED IN PHASE 2A.
 2. PLACE SHUNTS FOR FINAL CONFIGURATION.

TEMPORARY PAVEMENT
WORK ZONE
TRAFFIC BARREL

PHASE 2B



FILE NAME, A66922.H010		REVISION DATES		PRODUCED FOR,		PRODUCED BY,	
DATE DRAWN, 06-16-22		08-03-23		CSX TRANSPORTATION		Signal South	
DRAWN BY, CVP		09-14-23		RAIL TRANSPORT GROUP ENGINEERING		12276 SAN JOSE BLVD.	
CHECKED BY, AER		.		COMMUNICATIONS AND SIGNALS		JACKSONVILLE, FL 32223	
SSE#, 22-1735		.		LEGEND		GPS COORDINATES	
				CSX ROW		30°01'45" N	
				R/R POLELINE		81°43'07" W	
				O.H. POWER		ELEV. 30'	
				FENCE		PROJECT #, FL2021028	
				WATER		PROPOSED CROSSING LAYOUT	
				SEWER CAP		SCALE = 20:1	
				GAS VENT			
				M.P. A-669.22			
				STREET NAME, CR 209 (RUSSELL RD.)			
				CITY & STATE, GREEN COVE SPRINGS (CLAY) FL			
				DOT, 620921V			
				PROJECT #, FL2021028			
				OP #, FL2839			

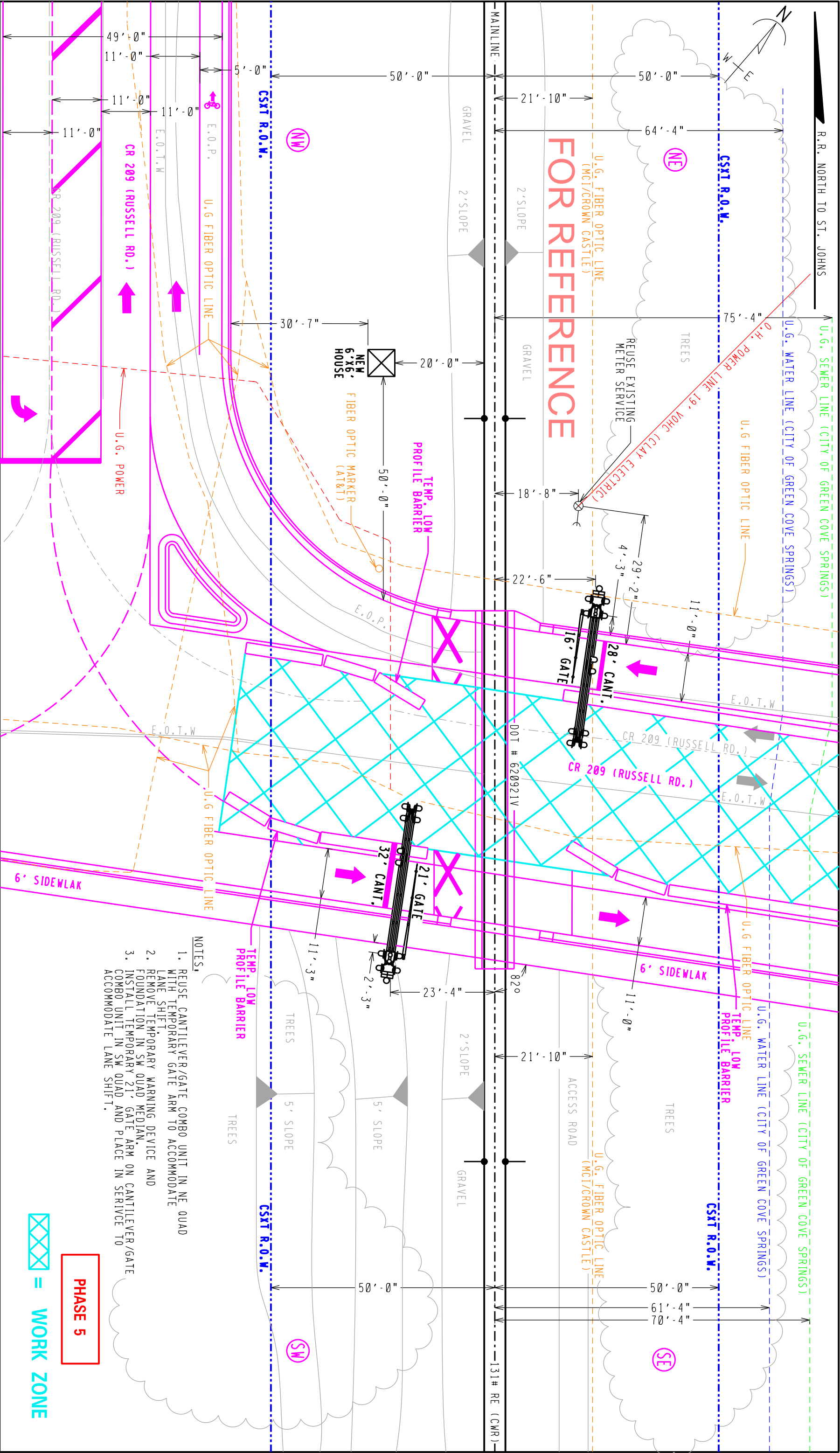
- XXXX

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TEMPORARY PAVEMENT
- XXXX

=

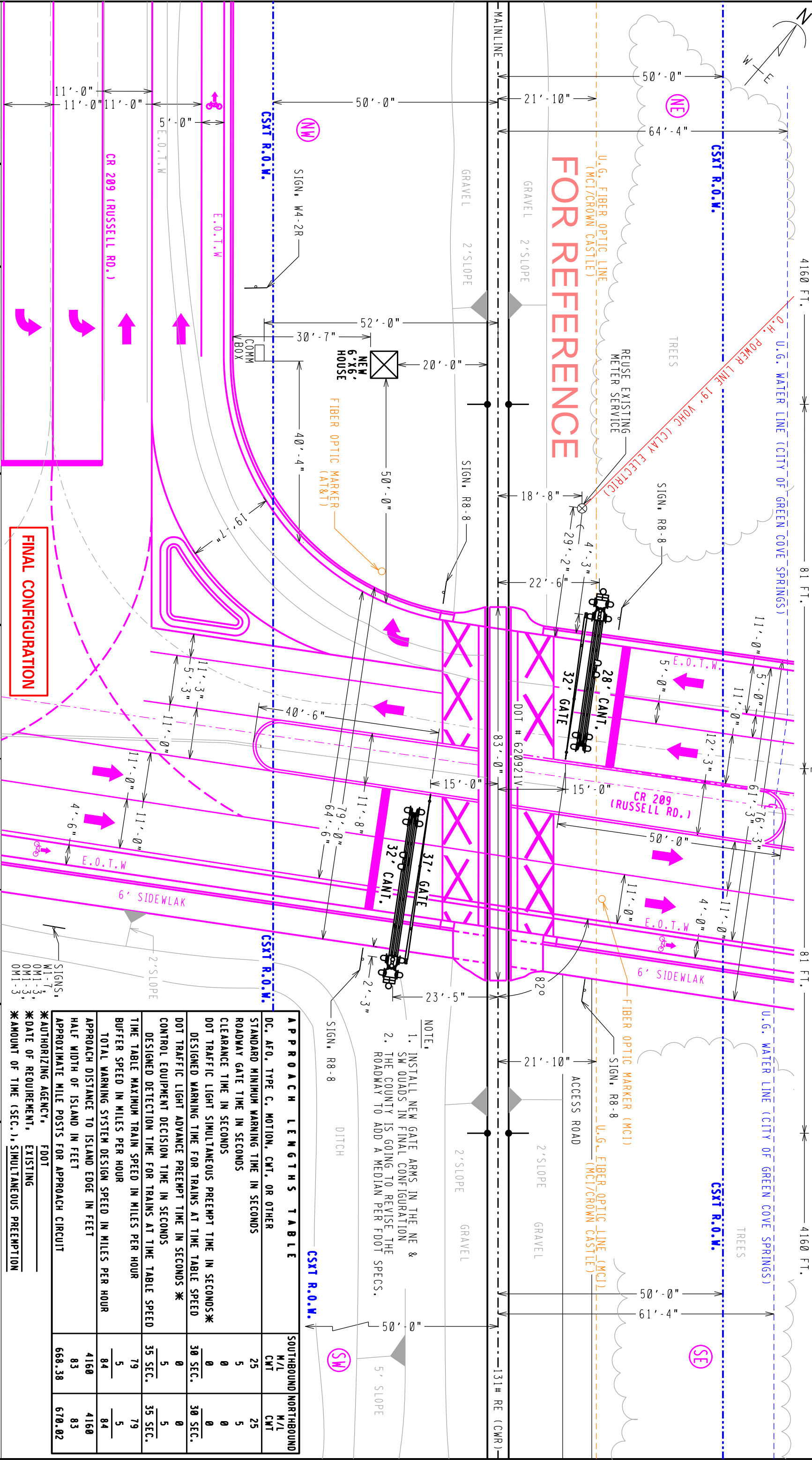
WORK ZONE
- PHASE 3
- NOTES,
1. ADD 16' TEMPORARY GATE ARM TO CANT/GATE COMBO UNIT IN NE QUAD. TO ACCOMMODATE TRAFFIC SHIFT.
2. RELOCATE TEMPORARY GATE AND ADJUST GATE ARM TO 21' IN SW QUAD TO ACCOMMODATE TRAFFIC SHIFT.



FILE NAME, A66922.H01F	REVISION DATES	PRODUCED FOR,	PRODUCED BY,	LEGEND	GUARD RAIL	METER SERVICE	GPS COORDINATES	STREET NAME, CR 209 (RUSSELL RD)
DATE DRAWN, 06-16-22	08-03-23			CSX ROW		⊗	30°01'45" N	CITY & STATE, GREEN COVE SPRINGS (CLAY) FL
DRAWN BY, CJP	.			R/R POLELINE		⊗	81°43'07"W	DOT, 620921V
CHECKED BY, AER	.			GAS		⊗	ELEV. 30'	PROJECT #, FL2021028
SSE#, 22-1735	.			FIBER OPTIC		⊗	M.P. A-669.22	OP #, FL2839
RAIL TRANSPORT GROUP ENGINEERING COMMUNICATIONS AND SIGNALS				EXISTING CROSSING LAYOUT				
				SCALE = 20:1				

R.R. NORTH TO ST. JOHNS

STA. 35152+44



- NOTE,
1. INSTALL NEW GATE ARMS IN THE NE & SW QUADS IN FINAL CONFIGURATION
 2. THE COUNTY IS GOING TO REVISE THE ROADWAY TO ADD A MEDIAN PER FDOT SPECS.

APPROACH LENGTHS TABLE			
DC, AFO, TYPE C, MOTION, CMT, OR OTHER	SOUTHBOUND M/L CMT	NORTHBOUND M/L CMT	
STANDARD MINIMUM WARNING TIME IN SECONDS	25	25	
ROADWAY GATE TIME IN SECONDS	5	5	
CLEARANCE TIME IN SECONDS	0	0	
DOT TRAFFIC LIGHT SIMULTANEOUS PREEMPT TIME IN SECONDS*	0	0	
DESIGNED WARNING TIME FOR TRAINS AT TIME TABLE SPEED	30 SEC.	30 SEC.	
DOT TRAFFIC LIGHT ADVANCE PREEMPT TIME IN SECONDS *	0	0	
CONTROL EQUIPMENT DETECTION TIME IN SECONDS	5	5	
DESIGNED DETECTION TIME FOR TRAINS AT TIME TABLE SPEED	35 SEC.	35 SEC.	
TIME TABLE MAXIMUM TRAIN SPEED IN MILES PER HOUR	79	79	
BUFFER SPEED IN MILES PER HOUR	5	5	
TOTAL WARNING SYSTEM DESIGN SPEED IN MILES PER HOUR	84	84	
APPROACH DISTANCE TO ISLAND EDGE IN FEET	4160	4160	
HALF WIDTH OF ISLAND IN FEET	83	83	
APPROXIMATE MILE POSTS FOR APPROACH CIRCUIT	668.38	670.02	

* AUTHORIZING AGENCY, FDOT

* DATE OF REQUIREMENT, EXISTING

* AMOUNT OF TIME (SEC.), SIMULTANEOUS PREEMPTION

FILE NAME, A66922.H01	REVISION DATES	PRODUCED FOR,	PRODUCED BY,	LEGEND	GUARD RAIL	METER SERVICE	GPS COORDINATES	STREET NAME, CR 209 (RUSSELL RD.)
DATE DRAWN, 06-16-22	08-03-23			CSX ROW		POLE	30°01'45" N	CITY & STATE, GREEN COVE SPRINGS (CLAY) FL
DRAWN BY, CVP	09-14-23			R/R POLELINE		FIRE PLUG	81°43'07"W	DOT, 620921V
CHECKED BY, AER	09-26-23			GAS		SEWER CAP	ELEV. 30'	PROJECT #, FL2021028
SSE#, 22-1735				FIBER OPTIC		GAS VENT	M.P., A-669.22	OP #, FL2839



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

A) Approval of the Florida Job Growth Infrastructure Grant Agreement with the State of Florida, Department of Commerce, (Grant No. G0111) Re: design and construction of a new half-mile section collector road, Pringle Road, and enhancements to a quarter-mile section arterial road, County Road 218. Grant funding will not exceed \$3,562,500.00 with the County providing a 25% match in the amount of \$1,187,500.00. All funds must be expended by June 30, 2028.

B) Approval of accompanying Authorizing Resolution.

C) Approval of accompanying Budget Resolution.

Funding Source for Match:

CIP Fund - Spencer Industrial Complex - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

County previously executed the Florida Job Growth Grant Fund Proposal Letter (Contract No. 2022/2023-322) for a proposed award of up to \$3,562,500 contingent upon entry into this grant agreement with Florida Department of Commerce. The new mixed-use development will provide opportunities for new commercial, retail, office, and light industrial business and is to lead to 170 new jobs. Work on the project must commence within twelve (12) months of the effective date.

Is Funding Required (Yes/No):
Yes

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

Funding Source for Match:
CIP Fund - Spencer Industrial Complex - Infrastructure

Account No:
FD3003 - PRJ100561 - 563000

Sole Source (Yes\No): Advanced Payment
No (Yes\No):
 No

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_FL Jobs Growth Agreement	Cover Memo	3/7/2024	FL_Jobs_Growth_Agreement-1ada.pdf
▢ Contracts_FL Jobs Growth Resolution	Cover Memo	3/7/2024	Resolution_-_FL_Job_Growth_Grantada.pdf
▢ BCC Resolution	Cover Memo	3/7/2024	BCC Resolution - FY 23-24_CIP_Fund_Florida_Job_Growth_Infrastructure_Grant.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	3/5/2024 - 4:05 PM	Item Pushed to Agenda

**FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this “Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and ***Clay County Board of County Commissioners*** (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes (“F.S.”) Grantee submitted a proposal for funds;

WHEREAS, based on Grantee’s submitted proposal and any amendments thereto (collectively, the “Proposal”), Commerce has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the “Project”) is necessary to facilitate the economic development and growth of the State;

WHEREAS, Commerce has determined that Grantee’s commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the “Grant Fund”) pursuant to section 288.101, F.S.;

WHEREAS, Commerce is authorized to enter into this Agreement pursuant to section 288.101, F.S. Grantee has authorized its officers to execute this Agreement on Grantee’s behalf by Resolution or, alternatively, by other Commerce-approved form of official authorization, a copy of which is attached as Exhibit D and made a part of this Agreement;

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
 - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee’s Resolution**
- **Exhibit E: Notice of Completion and Engineer’s Certification of Compliance**
- **Exhibit F: State and Federal Statutes, Regulations, and Policies;**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM. This Agreement is effective as of the date on which Commerce executes this Agreement (“Effective Date”) and shall continue until the earlier to occur of (a) December 31, 2038, (“Expiration Date”) unless an extension of the time period is requested by Grantee and granted in writing by Commerce prior to

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the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by Commerce in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a *cost reimbursement* agreement.

4. RELEASE OF FUNDS: Commerce shall pay Grantee up to *Three Million, Five Hundred Sixty-Two Thousand, Five Hundred Dollars and Zero Cents (\$3,562,500.00)* in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with section 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Grantee shall not use funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. Commerce has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and Commerce may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if Commerce determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by Commerce.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide Commerce's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to Commerce's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

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c. Payment shall be made in accordance with section 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN:** In accordance with section 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

g. If Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1).

If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. Commerce shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Grantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through Commerce shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation

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and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any

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defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with sections 11.062 and 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of section 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of section 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two (\$35,000 in 2023) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to Commerce if Grantee, or any of Grantee's affiliates, as defined in section 287.133(1)(a), F.S., is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by section 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of

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the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If Commerce determines that Grantee has submitted a false certification, Commerce will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Grantee. If Commerce's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1) (a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by Commerce to perform Grantee's responsibilities hereunder. Grantee shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

b) If Commerce does not possess a record requested through a public records request, Commerce shall notify Grantee of the request as soon as practicable, and Grantee must provide the

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records to Commerce or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

c) Grantee acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to Commerce under this Agreement may constitute public records under Florida Statutes. Grantee must cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be clearly marked and identified as such by Grantee prior to submittal to Commerce. Failure to clearly mark and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce may serve as a waiver of a claim of exemption. Grantee shall 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 this Agreement term and following completion of this Agreement if Grantee does not transfer the records to Commerce upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and section 119.07(1), F.S.. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify Commerce of the receipt and content of such request by sending an e-mail to PRRequest@Commerce.fl.gov within one business day from receipt of such request.

g) Grantee shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Grantee shall cooperate with Commerce in taking all steps as Commerce deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of section 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. 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 (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

b) Grantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to Commerce all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) **Section 288.101, F.S.:** Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of section 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. **FINAL INVOICE:** Grantee shall submit the final invoice for payment to Commerce no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. **RECOUPMENT OF FUNDS:**

a. Grantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to Commerce such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Grantee in writing, and Grantee shall repay to Commerce each such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Grantee pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State of Florida under this Agreement.

11. **AUDITS AND RECORDS:**

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in

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accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon Commerce's request, Grantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@Commerce.fl.gov. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

- a.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- b.** In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - i.** Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - ii.** An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- c.** If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

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a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend Commerce against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, and agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

e. In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving Commerce's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Grantee shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable

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property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without Commerce's written permission; provided further that Grantee shall, at all times, follow Commerce's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in Commerce and said property shall be transferred to Commerce upon completion or termination of this Agreement unless otherwise authorized in writing by Commerce.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

18. INSURANCE: (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party insures the other Party except Grantee will require all of its contractors to provide insurance to Commerce by naming Commerce as an additional insured as set forth.)

During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests regarding additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and must obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. The insurance certificate must name Commerce as an additional insured

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and identify Commerce's Agreement Number. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Grantee shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Grantee shall cause Commerce to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to Commerce as an Additional Insured shall be primary and non-contributory as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the agreement. The policy/ies and coverage described herein may be subject to a deductible. The Grantee shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, Commerce shall be provided with an ACORD Certificate of Liability Insurance and the applicable endorsement(s) reflecting the coverage described herein. Commerce shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. Commerce's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses Commerce may have.

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable state and federal laws must govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

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e. When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, at Grantee's sole expense, but only after receipt of Commerce's written approval of the contents of the notice. If requested by Commerce, Grantee will include credit monitoring services at Grantee's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period of time following the breach. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to

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Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, and assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by Commerce in Exhibit A, SCOPE OF WORK, Commerce will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. Commerce shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: Commerce may terminate this Agreement if:

- a. Commerce determines in its sole and absolute discretion that it is in the State's interest to do so;
- b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;
- c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;
- d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;
- e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for 60 calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding;

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f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by Commerce of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if Commerce exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within 30 calendar days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as Commerce specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

29. INDEMNIFICATION: (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party.

a. Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State exclusively caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

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d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify, defend, and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to Commerce for reimbursement for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents, and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due in part or whole to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or two times the total dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, Commerce must not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if Commerce has been advised that such damages are possible. Commerce must not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

31.

FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes,

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the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

32.

ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

33.

ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

34.

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AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, or any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

35.

COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

36.

CONTACT INFORMATION AND NOTICES:

37.

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:

Clay County Board of County Commissioners
P.O. Box 1366
Green Cove Springs, FL 32043
904-529-4211
FEIN 59-6000553
Megan.Covey@claycountygov.com

Grantee's Agreement Manager:

Megan Covey, Grants Director
477 Houston St.
Green Cove Springs, FL 32043
904-529-4211
Megan.Covey@claycounty.com

Commerce's Agreement Manager:

Nick Beske, CPM, FCCM
107 E Madison St. MSC-80
Tallahassee, FL 32399
Phone: 850-717-8975

[The remainder of this page has been intentionally left blank.]

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties’ duly authorized officials sign this Agreement.

FLORIDA DEPARTMENT OF COMMERCE		CLAY COUNTY BOARD OF COUNTY COMMISSIONERS	
By	_____	By	_____
	Signature		Signature
	_____		_____
Title	J. Alex Kelly	Title	Jim Renninger
	Secretary		Chairman
	_____		_____
Date	_____	Date	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____
Approved Date: _____

CLAY COUNTY ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Exhibit A
SCOPE OF WORK

1. PROJECT DESCRIPTION: Section 288.101, Florida Statutes (“F.S.”), established the Florida Job Growth Grant Fund (the “Program”) to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded \$3,562,500 for the design and construction of a new half-mile section collector road, Pringle Road, and enhancements to a quarter-mile section arterial road, County Road 218. The road construction will provide access through a new mixed-use development with commercial, retail, office, and light industrial business opportunities. Prior to the commencement of construction, the Grantee must own the land for the project. The construction of these two roads will lead to the creation of at least 170 new jobs.

2. GRANTEE’S RESPONSIBILITIES:

a. COMMENCEMENT AND TIMELINE.

- 1) The Parties’ execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
Commerce shall not reimburse Grantee for any work performed prior to October 3, 2023, unless Commerce expressly agrees to do so in a separate writing.
- 2) Prior to commencing the construction work described in this Agreement, Grantee shall:
 - Provide to Commerce’s Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents;
 - Provide Commerce’s Agreement Manager documentation that the Grantee owns the project property; and
 - Request from Commerce’s Agreement Manager a Notice to Proceed;
 - Commerce shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.
- 3) Work on the Project shall commence within twelve (12) months of the Effective Date (the “Commencement Date”) and shall be completed on or before the fifth anniversary of the Effective Date (the “Completion Date”), unless terminated earlier. Commerce shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to Commerce upon Commerce’s request to Commerce’s satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, Commerce may immediately terminate this Agreement.
- 4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2028 (the “Expend by Date”) shall be forfeited and shall revert back to Commerce.

b. DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.

- 1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection (“CCEI”) of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.
- 2) Grantee shall certify to Commerce that Grantee’s design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to Commerce certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to Commerce on or before the Commencement Date, Commerce may, in its sole and absolute discretion, terminate this Agreement.
- 3) Grantee shall provide to Commerce its written notification of either its intent to:

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- a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or
 - b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by Commerce, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.
- 4) If the Project is procured pursuant to chapter 255, F.S., for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.
- 5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.
- 6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.
- 7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the the current Florida Department of Transportation's Standard Specifications for Road and Bridge Construction ("Standard Specifications"), as amended from time to time. Commerce shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.
- 8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with section 337.18(1), F.S. and as set forth in the Standard Specifications.
- 9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement insurance as set forth in section 18 of the Agreement. Grantee must provide or cause its contractor to provide the greater of the insurance coverage as set forth in section 18 of the Agreement or insurance coverage in accordance with Section 7-13 of the Standard Specifications.
- 10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, the Standard Specifications, and that it meets any other applicable standards.
- 11) Grantee must expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for mitigation, the installation or relocation of utilities, for any legal action against the State or Commerce, or costs associated with preparation of the Proposal.
- 12) Upon completion of the work authorized by this Agreement, Grantee shall notify Commerce in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit E. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from Commerce in advance of the deviation being constructed.
- 13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement and may be enforced by Commerce.
- c. **RETURN ON INVESTMENT.** Grantee's failure to meet the Return on Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.
- 1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least \$270,000,000 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of

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Work, after the Effective Date and on or before December 31st of the year on which the 10 year anniversary of the Expend by Date falls (such date, the “Capital Investment Date”).

2) Grantee shall certify that at least 170 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the “Job Creation Date”).

3) Grantee shall certify that 0 Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

d. **COMPLETION OF CONSTRUCTION:** Grantee must

- 1) Gather design plans
- 2) Submit and retrieve all required permits
- 3) Construct up to a new half-mile collector road, known as Pringle Road.
- 4) Make enhancements to County Road 218, up to a quarter-mile.
- 5) Make enhancements to County Road 218 that is directly related to Pringle Road.

3. **COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce’s sole and absolute discretion, and process payments to Grantee.

4. **DELIVERABLES:** Grantee shall provide the following services as specified:

Deliverable No. 1: Design and Permitting		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall provide a copy of the final design plans, specifications, and bid documents, in accordance with Section 2.a. and 2.b. of this Scope of Work.	Grantee may be allowed reimbursement upon 30%, 60%, and 100% completion of the deliverable as evidenced by submission of the following: *30% - Copy of the 30% design plans * 60% - Copy of the 60% design plans * 100% - Copies of the 100% design plans	Failure to complete the minimum level of service on or before June 30, 2028 will result in non-payment of this deliverable.
DELIVERABLE NOT TO EXCEED: \$630,000		
Deliverable No. 2: Construction		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete the construction activities as described in Section 2.b, and 2.d of this Scope of Work.	Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2.b. and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Progress shall be evidenced by submission of the following documentation:	Failure to meet the Minimum Level of Service shall result in non-payment. Any funds not expended under this Agreement by June 30, 2028, shall be forfeited and shall revert back to Commerce.
DELIVERABLE NOT TO EXCEED: \$2,932,500		
TOTAL AMOUNT NOT TO EXCEED \$3,562,500		

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Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

5. Additional Financial Consequences: The following financial consequences apply under the following circumstances:

- a. **RETURN ON INVESTMENT.** If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then Commerce may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then Commerce may demand, and Grantee must repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then Commerce will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. Commerce has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If Commerce makes such a demand for repayment, Grantee shall remit funds to Commerce within 24 months of such demand. In addition to any other remedies available to Commerce, in the event that Grantee fails to remit such funds to Commerce within 24 months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. Commerce will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. Commerce shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate financial consequences imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.
- b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and Commerce shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for \$100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for \$90,000, and the remaining \$10,000 will be withheld.
- c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), Commerce hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by 12 months. In the event that Grantee exercises the Option, within 10 business days of exercising the Option, Grantee shall pay to Commerce a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to Commerce written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon Commerce's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

6. REPORTING:

- a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Reporting is due quarterly until expiration date, or Grantee meets full completion of the ROI defined in Section 2.c, whichever comes first. Full completion of section 2.c enacts an administrative close out. Quarterly reports are due to Commerce no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of Project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.
- b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.
- c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
- d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the 10 year anniversary of the Expend by Date falls, Grantee shall provide Commerce with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. 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 (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- a. Grantee shall provide one invoice per month for all services rendered during the applicable period of time.
- b. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the Project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement;
 - 2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - 3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the Project, or a quantifiable portion of the Project, is complete;
 - 4) Photographs of the project in progress and completed work;
 - 5) A copy of all supporting documentation for vendor payments;
 - 6) A copy of the cancelled check(s) specific to the Project; and
 - 7) A copy of the bank statement that includes the cancelled check.

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- c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
- d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's rights under this Agreement, at law, or in equity, including but not limited to, Commerce's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

The Parties acknowledge and agree that the remedies set forth in Sections 4 and 5 of this Scope of Work constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by Commerce would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each Party further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that Commerce will suffer or incur as a result of any such breach, and is not a penalty. **Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive.** The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions Commerce would not enter into this Agreement and therefore the Agreement will be treated as void ab initio if the financial consequences or liquidated damages are invalidated.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 hours.

10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by Commerce; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

- a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Grantee shall provide a 90 calendar day advance written notification to Commerce, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement's property or modify the use of this Agreement's property from the purposes authorized herein. If either of these situations arise, Commerce shall have the right, in Commerce's sole discretion, to demand that Grantee reimburse Commerce for part or all the funding provided to Grantee under this Agreement.
- c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
 - 1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.
 - 2) If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

- a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.
 - 1) **New Job** – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).
 - 2) **Retained Jobs** – Retained Jobs are jobs that would have been eliminated or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.

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- 3) **Leased Employees** – Leased employees may be counted toward Grantee’s jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee’s job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the “fee-for-service” arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers’ employees are generally not considered “New Jobs” include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.
- b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
- 1) **Monthly Head count of Salaried Project Jobs:** For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
 - 2) **Monthly Average of FTE Project Jobs:** For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours (*1,820 hours per year divided by 12 months*) to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 (*35 hours x 52 weeks*) to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
 - 3) **New Job Calculation** – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.
- c. **Determination of Capital Investment.** Commerce accepts as capital investment so-called “hard” costs (such as construction and renovations of buildings, and acquisition of equipment) and “soft” costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

- *End of Exhibit A (SCOPE OF WORK)* -

Exhibit B**AUDIT REQUIREMENTS**

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff 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 (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce 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 Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, 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).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), 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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce 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 Commerce, 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. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 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 (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If 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, F.S., the cost of the audit must be paid from the nonstate 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).

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 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the ●MB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room
401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 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 five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request without cost. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Exhibit B**FUNDING RESOURCES**

FEDERAL RESOURCES AWARDED TO THE GRANTEE, AS REFERRED TO IN THIS EXHIBIT 1 TO EXHIBIT B AS SUBRECIPIENT, PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	
Catalog of Federal Domestic Assistance Title	
Catalog of Federal Domestic Assistance Number	
Award Amount	\$

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	Florida Department of Commerce
Catalog of State Financial Assistance Title	Economic Development Tax Refund, Tax Credit, and Grant Program.
Catalog of State Financial Assistance Number	40.043
Award Amount	\$3,562,500

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

EXHIBIT D

Commerce Agreement No.: G0111

RESOLUTION NO. 2023/2024- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AUTHORIZING THE ENTRY INTO AND EXECUTION OF THE FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF COMMERCE AND CLAY COUNTY RELATED TO THE DESIGN AND CONSTRUCTION OF A NEW HALF-MILE SECTION COLLECTOR ROAD, PRINGLE ROAD, AND ENHANCEMENTS TO A QUARTER-MILE SECTION ARTERIAL ROAD, COUNTY ROAD 218; DELEGATING AUTHORITY TO THE COUNTY MANAGER TO EXECUTE ANY FUTURE AGREEMENTS, SUPPLEMENTAL AGREEMENTS, CONTRACTS, OR AMENDMENTS TO THE GRANT AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS TO EFFECTUATE THE COMPLETION OF THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the State of Florida, Department of Commerce (“Commerce”) has awarded a Florida Job Growth Infrastructure Grant to Clay County related to the design and construction of a new half-mile section collector road, Pringle Road, and enhancements to a quarter-mile section arterial road, County Road 218 (the “Project”) in accordance with Grant Agreement number G0111 (“Grant Agreement”); and

WHEREAS, Commerce has agreed to pay Clay County up to the maximum amount set forth in the Grant Agreement utilizing Florida Job Growth Grant Funds in consideration of Clay County’s performance and services pursuant to the Grant Agreement; and

WHEREAS, Commerce is authorized to enter into the Grant Agreement pursuant to Section 288.101, Florida Statutes; and

WHEREAS, Clay County desires to enter into the Grant Agreement with Commerce and delegate authority to the County Manager to execute and submit future agreements, supplemental agreements, contracts, or amendments to the Grant Agreement and any other necessary agreements, documents, or certifications to effectuate the completion of the Project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Board of County Commissioners of Clay County, Florida (the “Board”) does hereby authorize Clay County to enter into the Grant Agreement.

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Section 2. The Board's Chairman and the Clay County Clerk of Court and Comptroller as Ex Officio Clerk to the Board are hereby authorized and directed to execute this Resolution and the Grant Agreement. A copy of the executed Resolution and the Grant Agreement shall be delivered to the Commerce forthwith.

Section 3. The Board does hereby delegate authority to the County Manager to execute and submit future agreements, supplemental agreements, contracts, or amendments to the Grant Agreement and any other necessary agreements, documents, or certifications to effectuate the completion of the Project.

Section 4. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
_____, Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

F:\Contract\grant agreements\Commerce Job Growth Grant\Resolution Job Growth Grant G0111.docx

EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT

Between

THE FLORIDA DEPARTMENT OF COMMERCE

and _____

PROJECT DESCRIPTION:

Commerce Agreement No. _____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____

_____, 20____.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned Engineer of Record certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish Commerce a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - f. Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
 - c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

Commerce Agreement No.: G0111

5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
 - a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

- Remainder of Page Intentionally Left Blank -

RESOLUTION NO. 2023/2024- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AUTHORIZING THE ENTRY INTO AND EXECUTION OF THE FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF COMMERCE AND CLAY COUNTY RELATED TO THE DESIGN AND CONSTRUCTION OF A NEW HALF-MILE SECTION COLLECTOR ROAD, PRINGLE ROAD, AND ENHANCEMENTS TO A QUARTER-MILE SECTION ARTERIAL ROAD, COUNTY ROAD 218; DELEGATING AUTHORITY TO THE COUNTY MANAGER TO EXECUTE ANY FUTURE AGREEMENTS, SUPPLEMENTAL AGREEMENTS, CONTRACTS, OR AMENDMENTS TO THE GRANT AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS TO EFFECTUATE THE COMPLETION OF THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the State of Florida, Department of Commerce (“Commerce”) has awarded a Florida Job Growth Infrastructure Grant to Clay County related to the design and construction of a new half-mile section collector road, Pringle Road, and enhancements to a quarter-mile section arterial road, County Road 218 (the “Project”) in accordance with Grant Agreement number G0111 (“Grant Agreement”); and

WHEREAS, Commerce has agreed to pay Clay County up to the maximum amount set forth in the Grant Agreement utilizing Florida Job Growth Grant Funds in consideration of Clay County’s performance and services pursuant to the Grant Agreement; and

WHEREAS, Commerce is authorized to enter into the Grant Agreement pursuant to Section 288.101, Florida Statutes; and

WHEREAS, Clay County desires to enter into the Grant Agreement with Commerce and delegate authority to the County Manager to execute and submit future agreements, supplemental agreements, contracts, or amendments to the Grant Agreement and any other necessary agreements, documents, or certifications to effectuate the completion of the Project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Board of County Commissioners of Clay County, Florida (the “Board”) does hereby authorize Clay County to enter into the Grant Agreement.

Section 2. The Board's Chairman and the Clay County Clerk of Court and Comptroller as Ex Officio Clerk to the Board are hereby authorized and directed to execute this Resolution and the Grant Agreement. A copy of the executed Resolution and the Grant Agreement shall be delivered to the Commerce forthwith.

Section 3. The Board does hereby delegate authority to the County Manager to execute and submit future agreements, supplemental agreements, contracts, or amendments to the Grant Agreement and any other necessary agreements, documents, or certifications to effectuate the completion of the Project.

Section 4. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Jim Renninger, Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

CLAY COUNTY RESOLUTION NO. 2023/2024-

WHEREAS, the following revenue from the State of Florida Department of Commerce was not anticipated when the 2023/2024 budget was approved, 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 design, construction, and CEI of a shared use nonmotorized trail on Long Bay Road and Old Jennings Road from SR 21 to Live Oak Lane.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		\$	116,623,904
Additions to Capital Improvement Plan (CIP) Projects Fund (FD3003)			
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / Florida Job Growth – 218 and Pringle / Spencer Industrial Complex / State Grants – Transportation	FD3003-CC1233- PRJ100561- GR010134-RC334400	\$	3,562,500
Amended Total Revenue		\$	120,186,404

APPROPRIATION

Prior Fund Total:		\$	116,623,904
Additions to Capital Improvement Plan (CIP) Projects Fund (FD3003)			
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / Florida Job Growth – 218 and Pringle / Spencer Industrial Complex / Infrastructure	FD3003-CC1233- PRJ100561- GR010134-SC563000	\$	3,562,500
Amended Total Appropriation		\$	120,186,404

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 12th day of March, 2024.

Board of County Commissioners Clay
County, Florida

Jim Renninger, Chairman

ATTEST:

Tara S. Green
County Clerk of Court and Comptroller
Ex Officio Clerk to the Board



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County
Commissioners

DATE: 2/28/2024

FROM: Theresa
Sumner, SHIP
Coordinator

SUBJECT:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Mercy Support Services - Special Needs Housing. Mortgage in the amount of \$33,780.94 dated May 18, 2022 has been repaid to the County.

Dennis & Marie Traver. Mortgage in the amount of \$20,00.00 dated January 23, 2009 has been repaid to the County.

Wanda and James Jones. Mortgage in the amount of \$7,500.00 dated March 9, 2004 has been satisfied by time. Seven year forgiveness clause.

David and Judith Shaver. Mortgage in the amount of \$18,650.00 dated January 11, 2018 has been satisfied by time. Five year forgiveness clause.

ATTACHMENTS:

Description	Type	Upload Date	File Name
☐ Satisfaction of Mortgage for Mercy Support Services	Cover Memo	3/7/2024	Satisfaction_of_Mtg-Mercy_Support_Services-1ada.pdf
☐ Satisfaction of Mortgage for Jones	Cover Memo	3/7/2024	Satisfaction_of_Mort_Maturity-Jones-2ada.pdf
Satisfaction of			

▣ Mortgage for Shaver	Cover Memo	3/7/2024	Satisfaction_of_Mort_Maturity-Shaver-1ada.pdf
▣ Satisfaction of Mortgage for Traver	Cover Memo	3/7/2024	Satisfaction_of_Mtg-Traverada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
SHIP	Stewart, Chereese	Approved	2/28/2024 - 12:18 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	2/28/2024 - 6:09 PM	AnswerNotes

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 12th day of March, 2024, 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 May 18, 2022, and executed and given by Mercy Support Services which mortgage is recorded in Official Records Book 4623, Pages 2020-2025 of the public records of Clay County, Florida, encumbering the property described therein, in the amount of \$33,780.94. 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:

Jim Renninger
Chairman

(OFFICIAL SEAL)

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

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 12th day of March, 2024, 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, 9th day of March, 2004 and executed and given by James and Wanda Jones, which mortgage is recorded in Official Records Book 2343, Page 1741-1745 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:

Jim Renninger
Chairman

(OFFICIAL SEAL)

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

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 12th day of March, 2024, 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, 11th day of January, 2018 and executed and given by David F. Shaver and Judith Leonard Shaver, which mortgage is recorded in Official Records Book 4072, Page 292-296 of the public records of Clay County, Florida, encumbering the property described therein, in the amount of \$18,650.00. 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:

Jim Renninger
Chairman

(OFFICIAL SEAL)

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

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 12th day of March, 2024, 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 January 23, 2009, and executed and given by Dennis W. Traver and Marie Traver which mortgage is recorded in Official Records Book 3079, Pages 1295-11299 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 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:

Jim Renninger
Chairman

(OFFICIAL SEAL)

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE: 2/29/2024

FROM: Megan Covey

SUBJECT:

Approval of Budget Resolution in the total amount of \$109,034.78 to record grant revenue received from CareerSource Northeast Florida in the amount of \$40,000. This grant requires a match in the amount of \$69,034.78. These funds are to be used for Paramedic Training.
Funding Source (Revenue): General and Fire Control MSTU Funds / Contributions/Donations

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Budget Resolution - CareerSource NE FL Grant	Budget Amendment	3/6/2024	031224_BCC_Resolution - FY_23-24_General___Fire_Ctrl_MSTU_Funds_CareerSource_NE_FL_Grantada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	3/5/2024 - 4:11 PM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2023/2024-

WHEREAS, the following revenue from CareerSource Northeast Florida was not anticipated when the 2023/2024 budget was approved, 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 for paramedic training.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		\$	153,964,101
Additions to General Fund (FD1000)			
General Fund / All Grants Organization / Paramedic Training - CareerSource NE Florida / CareerSource NEF / Contributions/Donations	FD1000-CC1233-PRJ100660-GR010148-RC366000	\$	30,000
Amended Total Revenue		\$	153,994,101

Prior Fund Total:		\$	11,666,935
Additions to Fire Control MSTU Fund (FD1030)			
Fire Control MSTU Fund / All Grants Organization / Paramedic Training - CareerSource NE Florida / CareerSource NEF / Contributions/Donations	FD1030- CC1233-PRJ100660-GR010148-RC366000	\$	10,000
Amended Total Revenue		\$	11,676,935

APPROPRIATION

Prior Fund Total:		\$	153,964,101
Additions to General Fund (FD1000)			
General Fund / Rescue Services / Training and Certification	FD1000-CC1169-SC555000	\$	(51,776)
General Fund / All Grants Organization / Paramedic Training - CareerSource NE Florida / CareerSource NEF / Training and Certification	FD1000-CC1233-PRJ100660-GR010148-SC555000	\$	81,776
Amended Total Appropriation		\$	153,994,101

Prior Fund Total:		\$	11,666,935
Additions to Fire Control MSTU Fund (FD1000)			
Fire Control MSTU Fund / Fire Control MSTU / Training and Certification	FD1030- CC1154- SC555000	\$	(17,259)
Fire Control MSTU Fund / All Grants Organization / Paramedic Training - CareerSource NE Florida / CareerSource NEF / Training and Certification	FD1030- CC1233- PRJ100660- GR010148-SC555000	\$	27,259
Amended Total Appropriation		\$	11,676,935

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 12th day of March, 2024.

Board of County Commissioners Clay
County, Florida

Jim Renninger, Chairman

ATTEST:

Tara S. Green
County Clerk of Court and Comptroller
Ex Officio Clerk to the Board



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE: 3/1/2024

FROM: Megan Covey, Grants Director

SUBJECT:

A) Approval of Purchase Order Agreement with Lutheran Services Florida in the amount of \$1,897,349 for Substance Use Disorder Projects. The term of the Agreement is effective March 1, 2024 through June 30, 2024.

B) Approval of accompanying Budget Resolution.

C) Approval of Delegation of Authority Letter delegating the County Manager as Authorized Agent to execute agreements and/or documents related to the Lutheran Services Florida Purchase Order Agreement.

Funding Source (Revenue):

Opioid Settlement Fund - Opioid Settlement - Lutheran Services Florida - Various Projects

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Board approved for staff to submit a funding request to LSF at the January 9 BCC meeting. Funds will be utilized to for items covered under Services to be Provided section of the Agreement listed on page 1. The agreement requires no matching funds from the County.

Is Funding Required (Yes/No):

Yes

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

No

Funding Source (Revenue):

Opioid Settlement Fund - Opioid Settlement - Lutheran Services Florida - Various Projects

Account Nos:

FD1066 - CC1287 - Various Projects

Sole Source (Yes\No):

No

Advanced Payment
(Yes\No):

No

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_Lutheran Svs PO Agreemen	Cover Memo	3/7/2024	Lutheran_Services_-_Opioid_Settlement_Purchase_Order_Agreement_24ada.pdf
▢ Contracts_Lutheran SVS Exhibits C&D	Cover Memo	3/7/2024	Lutheran_Services_OpioidSettle_Exhibit_C_and_Dada.pdf
▢ Contracts_Lutheran Svs Delegation Letter	Cover Memo	3/7/2024	Lutheran_Services_Letter_delegating_authority_-_Florida's_Opioid_Settlement-1ada.pdf
▢ Contracts_Lutheran Svs Budget Res	Cover Memo	3/7/2024	Resolution_-_FY_23-24_Opioid_Settlement_Fund_Lutheran_Services_FL_Settlementada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	3/5/2024 - 4:03 PM	Item Pushed to Agenda

PURCHASE ORDER AGREEMENT 2

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and Clay County Board of County Commissioners for and on behalf of Clay County Fire Rescue herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

Effective and Ending Dates. The terms of this Agreement shall be effective March 1, 2024 and shall continue through June 30, 2024.

This document provides direction and guidance for administration, implementation, and management of the **Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement)** in Clay County.

Services to be Provided. This scope of work is for the Contractor to provide (1) support for local non-profit agencies like Mission of the Dirt Road, which provides a safe location for substance abuse recovery meetings in Keystone Heights, (2) support for the Clay County Community Paramedicine Program to purchase critical equipment and operating supplies to respond to overdose calls (i.e. 10 Motorola Portable Radios, 3 full size SUVs, 2 display screens and 5 iPad pros, cases, and keyboards, marketing, data collection software, conference and travel costs for continuing education for staff), (3) 400 Physio-control CR2 AEDs and cabinets with Narcan for Clay County Community Paramedicine to install at key locations throughout the County, (4) 75 Avive AED and Narcan with Connect Installed for Clay County Sheriff's Office use.

Section 1. Financial Consideration

1.1. Award Amount

Clay County Board of County Commissioners for and on behalf of Clay County Fire Rescue has been awarded an amount not to exceed **LSF approved Exhibit C and D - Projected Operating and Capital Budget** for costs associated with administration of the services at its agency. Funding will be provided through OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to availability of funds from the Department of Children and Families (DCF).

1.2. Budget

- 1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.
- 1.2.2 All budgets and revisions thereto are subject to approval by LSF.
- 1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.
- 1.2.4 Approved budgets shall be maintained in the official agreement file.
- 1.2.5 Modifications to the approved budget may not be effective retroactively.

1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

1.3.1 The total monthly payment amount shall be one-fourth of the contract and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.

1.3.1.1 The Contractor shall submit a quarterly **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: <https://www.lsfhealthsystems.org/resources/#contractdocument>, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports** after the third quarter depending on the Contractor's rate of spending.

1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.

1.3.1.4 All reports as required in Section 2.3 Required Reporting.

1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

Section 2. Program Administration

2.1. The Opioid Settlement program will be administered according to approved DCF Children and Families Operating Procedure (CFOP) for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: <https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.

2.2. Program requirements are as follows:

2.2.1 As reflected on the approved Schedule B of the Florida Opioid Allocation and Statewide Response Agreement, or latest version thereof.

2.2.2 As reflected on the approved DCF CFOP for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year:

<https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.

2.2.3 Service Tasks

2.2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G – Submission of Information**.

2.3. Required Reporting

- 2.3.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8th of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly after the third quarter depending on the Contractor's rate of spending.
- 2.3.2 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8th of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.
- 2.3.3 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.
- 2.3.4 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

Section 3. Documentation

3.1. Cost

- 3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.
- 3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.
- 3.1.3 Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin and destination.
- 3.1.4 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.2. Services Rendered

- 3.2.1. The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until performance of services and all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Managing Entity.
- 3.2.2. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.
- 3.2.3. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

Section 4. Miscellaneous

4.1. Employment Screening

- 4.1.1. The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:
 - i. Employment history check,
 - ii. Fingerprinting for all criminal record checks,
 - iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),
 - iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and
 - v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
 - vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/.

4.2. Representations

- 4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.
- 4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that the Contractor has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.
- 4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

4.3. Terms and Conditions

- 4.3.1. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

4.4. Business Associates

- 4.4.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

4.5. Insurance

- 4.5.1. As applicable, the Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution

of this Contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Contract. The Managing Entity and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

- 4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- 4.5.3. Upon the execution of this Contract, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Contract.
- 4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.
- 4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire and legal liability to cover the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.6. If in the course of the performance of its duties under this Contract any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.
- 4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. Upon the

ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

- 4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

4.6. Indemnification

- 4.6.1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.
- 4.6.2. The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents or contractors.
- 4.6.3. The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.
- 4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.7. Governing Law and Compliance

4.7.1. Governing Law

- 4.7.1.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

4.7.2. Florida Regulatory Governance

- 4.7.2.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

4.7.3. Corporate Compliance

- 4.7.3.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

4.7.4. General Provisions

- 4.7.4.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

4.9.6 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in this agreement. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

4.9.8 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

4.9.9 Cancellation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this ten-page Agreement to be effective this 1st day of March 2024.

Clay County Board of County Commissioners for and on behalf of Clay County Fire Rescue	Lutheran Services Florida, Inc. d/b/a LSF Health Systems
---	---

Signature	Date
Jim Renninger	Chairman
Printed Name	Title

Signature	Date
Dr. Christine Cauffield	CEO
Printed Name	Title

ATTEST:

Tara S. Green
Clay County Clerk of Court and
Comptroller Ex Officio Clerk to the
Board

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): 59-6000553

Contractor FY Ending Date: 09/30

SAMH PROJECTED OPERATING AND CAPITAL BUDGET



Clay County Board of County Commissioners

1/26/2024

AGENCY	Date FY24
CONTRACT #	Fiscal Year

PART I: PROJECTED FUNDING SOURCES & REVENUES

FUNDING SOURCES & REVENUES	DCF/LSFHS	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Revenue
IA. STATE SAMH FUNDING	\$1,897,349								
(1) Management, Oversight and Administration	\$ 1,897,349.00								\$1,897,349
(2) Services Revenue	\$								\$0
IB. OTHER GOVT. FUNDING									
(1) Other State Agency Funding		\$	\$	\$	\$	\$	\$	\$	\$0
(2) Medicaid		\$	\$	\$	\$	\$	\$	\$	\$0
(3) Local Government		\$	\$	\$	\$	\$	\$	\$	\$0
(4) Federal Grants and Contracts		\$	\$	\$	\$	\$	\$	\$	\$0
(5) In-kind from local govt. only		\$	\$	\$	\$	\$	\$	\$	\$0
TOTAL GOVERNMENT FUNDING =	\$1,897,349	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,897,349
IC. ALL OTHER REVENUES									
(1) 1st & 2nd Party Payments		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(2) 3rd Party Payments (except Medicare)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(3) Medicare		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(4) Contributions and Donations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(5) Other Grants and Contracts		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(6) In-kind		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
TOTAL ALL OTHER REVENUES =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECTED FUNDING =	\$1,897,349	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,897,349

EXPENSE CATEGORIES	DCF	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Expenses
IIA. PERSONNEL EXPENSES									
(1) Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(2) Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
TOTAL PERSONNEL EXPENSES =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IIB. OTHER EXPENSES									
(1) Building Occupancy									\$0
(2) Professional Services									\$0
(3) Travel	\$30,000								\$30,000
(4) Equipment	\$1,726,349								\$1,726,349
(5) Food Services									\$0
(6) Medical and Pharmacy									\$0
(7) Subcontracted Services									\$0
(8) Insurance									\$0
(9) Interest Paid									\$0
(10) Operating Supplies & Expenses	\$141,000								\$141,000
(11) Donated Items									\$0
(12) Other Expense									\$0
TOTAL OTHER EXPENSES =	\$1,897,349	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,897,349
TOTAL PERSONNEL & OTHER EXPENSES =	\$1,897,349	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,897,349
IIC. DISTRIBUTED INDIRECT COSTS									
(a) Other Support Costs (Optional)	\$	\$	\$	\$	\$	\$	\$	\$	\$0
(b) Administration	\$	\$	\$	\$	\$	\$	\$	\$	\$0
TOTAL DISTRIBUTED INDIRECT COSTS =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ALLOWABLE OPERATING EXPENSES =	\$1,897,349	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,897,349
IID. UNALLOWABLE COSTS									
	\$	\$	\$	\$	\$	\$	\$	\$	\$0
IIE. CAPITAL EXPENDITURES									
	\$	\$	\$	\$	\$	\$	\$	\$	\$0
TOTAL PROJECTED OPERATING EXPENSES =	\$1,897,349	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,897,349
IIG. BUDGET NARRATIVE (attach separate set of workpapers)									

PART III: CERTIFICATION

I certify the above to be an accurate projection and in agreement with this agency's records and with the terms of this agency's contract.

ATTEST:

Signature _____

Title _____ Date _____

Tara S. Green
Clay County Clerk of Court and
Comptroller Ex Officio Clerk to the Board

SAMH PROJECTED OPERATING AND CAPITAL BUDGET PERSONNEL DETAIL


Clay County Board of County Commissioners

1/26/2024

AGENCY

DATE

		Total Agency		DCF ME Contract		
POSITION TITLE / NUMBER		# of FTE	Annual Salary Cost	% of Time	# of FTE	Salary
1					0.00	\$0
2					0.00	\$0
3					0.00	\$0
4					0.00	\$0
5					0.00	\$0
6					0.00	\$0
7					0.00	\$0
8					0.00	\$0
9					0.00	\$0
10					0.00	\$0
11					0.00	\$0
12					0.00	\$0
13					0.00	\$0
14					0.00	\$0
15					0.00	\$0
16					0.00	\$0
17					0.00	\$0
18					0.00	\$0
19					0.00	\$0
20					0.00	\$0
21					0.00	\$0
22					0.00	\$0
23					0.00	\$0
24					0.00	\$0
25					0.00	\$0
26					0.00	\$0
27					0.00	\$0
28					0.00	\$0
29					0.00	\$0
30					0.00	\$0
	Totals	0.0	\$0		0.00	\$0

	C	D	E	F	G	H	I
1							
2		SAMH PROJECTED OPERATING AND CAPITAL BUDGET					
3		Budget Narrative					
4							
5	Clay County Board of County Commissioners			1/26/2024			
6	AGENCY			Date			
7				DCF/LSFHS			
8	IIA. PERSONNEL EXPENSES						
9	(1) Salaries	<i>See Personnel Detail</i>					
10	(2) Fringe Benefits	Not applicable.					
11							
12							
13	IIB. OTHER EXPENSES						
14	(1) Building Occupancy	Not applicable.					
15	(2) Professional Services	Not applicable.					
16	(3) Travel	\$30,000 - This includes travel costs and conference registrations for Clay County Community Paramedicine to attend spring trainings to benefit their program.					
17	(4) Equipment	\$65,000 Mobile MAT pull behind trailer to take to community events for medication, treatment, and individual peer support; \$75,000 Mobile Emergency Response Vehicle that can be used at an event for MAT and the dosing of clients at events; \$24,000 - Furniture and a semi-permanent air conditioning unit to benefit substance abuse recovery meetings in Keystone Heights at Mission of the Dirt Road. \$100,000 - 10 Motorola Portable Radios for Community Paramedicine Program response. \$195,000 - 3 Full size SUVs for Clay County Community Paramedicine response. \$15,000 - 2 display screens and 5 ipad pros, cases, and keyboards. \$1,154,849 - 400 Physio-control CR2 AEDs and cabinets for Clay County Community Paramedicine to install at key locations throughout the County. \$97,500 - 75 Avive AED with Connect Installed for Clay County Sheriff's Office use.					
18	(5) Food Services	Not applicable.					
19	(6) Medical and Pharmacy	Not applicable.					
20	(7) Subcontracted Services	Not applicable.					
21	(8) Insurance	Not applicable.					
22	(9) Interest Paid	Not applicable.					
23	(10) Operating Supplies & Expenses	\$52,000 Recovery Celebration Community Event; \$22,765 Community Life Saving Education and Training Programs; \$25,000 for Clay County Board of County Commissioners to market and advertise resources to the community (advertising may include tv commercials on cable and streaming platforms, YouTube commercials, radio ads, social media advertising, video production, Spotify ads, and billboards); \$16,235 - Advertising and marketing expenses for Clay County Community Paramedicine, including tents, banner, billboards, social media, commercials, flyers pamphlets, and other marketing tools. \$25,000 - Operating platform (software) to track data and client information specifically for Clay County Community Paramedicine.					
24	(11) Donated Items	Not applicable.					
25	(12) Other Expense	Not applicable.					
26							
27	IIC. DISTRIBUTED INDIRECT COSTS						
28	(a) Other Support Costs (Optional)	Not applicable.					
29	(b) Administration	Not applicable.					



**Board of County
Commissioners**

P.O. Box 1366
477 Houston Street
Green Cove Springs, FL
32043

Area Code: 904
Phone: 284-6352
269-6352
Fax: 278-4731

County Manager
Howard Wanamaker

Commissioners:
Mike Cella
District 1

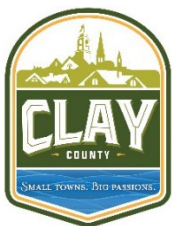
Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

Switchboard:
GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300
www.claycountygov.com



March 12, 2024

LSF Health Systems
9428 Baymeadows Road, Suite 320
Jacksonville, FL 32256

RE: Purchase Order Agreement 2: PO022 with Lutheran Services Florida, Inc., d/b/a LSF Health Systems regarding Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement) in Clay County

To Whom It May Concern:

The undersigned, as Chairman of the Clay County Board of County Commissioners and as approved by the Board of County Commissioners at its March 12, 2024 Board meeting, hereby delegates authority to the County Manager, Howard Wanamaker, to execute and submit any and all future contracts, agreements, amendments, modifications, extensions, certifications, administrative documents/forms, accompanying attachments, and any other documents on behalf of Clay County related to the above referenced Purchase Order Agreement 2 PO022.

Sincerely,

Jim Renninger, Chairman
Clay County Board of County Commissioners

CLAY COUNTY RESOLUTION NO. 2023/2024-

WHEREAS, the following revenue from Lutheran Services Florida, Inc. dba LSF Health Systems was not anticipated when the 2023/2024 budget was approved, 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 to support local projects that mitigate opioid abuse.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		\$	513,638
Additions to Opioid Settlement Fund (FD1066)			
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Mobile Units / Contributions/Donations	FD1066-CC1287-PRJ100661-RC366000	\$	140,000
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Facility Enhancements / Contributions/Donations	FD1066-CC1287-PRJ100662-RC366000	\$	24,000
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Communication and Response Equipment / Contributions/Donations	FD1066-CC1287-PRJ100663-RC366000	\$	1,562,349
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Community Events and Programs / Contributions/Donations	FD1066-CC1287-PRJ100664-RC366000	\$	104,765
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Marketing and Outreach / Contributions/Donations	FD1066-CC1287-PRJ100665-RC366000	\$	41,235
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Software and Data Management / Contributions/Donations	FD1066-CC1287-PRJ100666-RC366000	\$	25,000
Amended Total Revenue		\$	2,410,987

APPROPRIATION

Prior Fund Total:		\$	513,638
Additions to Opioid Settlement Fund (FD1066)			
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Mobile Units / Machinery and Equipment - Capitalized	FD1066-CC1287-PRJ100661-SC564100	\$	140,000
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Facility Enhancements / Machinery and Equipment – Non-Capitalized	FD1066-CC1287-PRJ100662-SC564200	\$	24,000
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Communication and Response Equipment / Machinery and Equipment - Capitalized	FD1066-CC1287-PRJ100663-SC564100	\$	295,000
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Communication and Response Equipment / Machinery and Equipment – Non-Capitalized	FD1066-CC1287-PRJ100663-SC564200	\$	1,267,349
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Community Events and Programs / Travel and Per Diem	FD1066-CC1287-PRJ100664-SC540000	\$	30,000
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Community Events and Programs / Promotional Activities	FD1066-CC1287-PRJ100664-SC548000	\$	52,000
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Community Events and Programs / Operating Supplies	FD1066-CC1287-PRJ100664-SC552000	\$	22,765
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Marketing and Outreach / Promotional Activities	FD1066-CC1287-PRJ100665-SC548000	\$	33,118
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Marketing and Outreach / Operating Supplies	FD1066-CC1287-PRJ100665-SC552000	\$	8,117
Opioid Settlement Fund / Opioid Settlement / Lutheran Services Florida – Software and Data Management / Computer Software	FD1066-CC1287-PRJ100666-SC552700	\$	25,000
Amended Total Revenue		\$	2,410,987

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 12th day of March, 2024.

Board of County Commissioners Clay
County, Florida

Jim Renninger, Chairman

ATTEST:

Tara S. Green
County Clerk of Court and Comptroller
Ex Officio Clerk to the Board



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County
Commissioners

DATE: 3/4/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Resolution designating Constantinos "Gus" Kopelousos Memorial Highway	Resolution Letter	3/8/2024	Resolution_designation_of_Gus_Kopelousos_Memorial_Highway_3.7.24.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	3/5/2024 - 4:03 PM	Item Pushed to Agenda

RESOLUTION NO. 2023/2024 - _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
SUPPORTING THE STATE OF FLORIDA’S DESIGNATION OF THAT
PORTION OF S.R. 16 IN CLAY COUNTY BETWEEN COUNTY ROAD 225
AND RIFLE RANGE ROAD AS “CONSTANTINOS “GUS” KOPELOUSOS
MEMORIAL HIGHWAY” AND PROVIDING AN EFFECTIVE DATE.**

RECITALS

WHEREAS, during the State of Florida’s 2024 legislative session, a transportation facility designation bill (CS/HB 389) has been presented which includes a request to designate the portion of S.R. 16 in Clay County between County Road 225 and Rifle Range Road as “Constantinos “Gus” Kopelousos Memorial Highway”; and

WHEREAS, the bill has been passed by the Florida Legislature and is being presented to the Governor of the State of Florida to sign the bill in to law; and

WHEREAS, in order to implement the bill upon execution by the Governor of the State of Florida, the FDOT, as the agency responsible for the design, construction and maintenance of the honorary designation markers, requires a matching resolution by the County supporting the designation of that portion of S.R. 16 in Clay County between County Road 225 and Rifle Range Road as “Constantinos “Gus” Kopelousos Memorial Highway”; and

WHEREAS, the Board hereby desires to fulfill the FDOT’s request and to likewise designate that portion of S.R. 16 in Clay County between County Road 225 and Rifle Range Road as “Constantinos “Gus” Kopelousos Memorial Highway”.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:**

1. As a transportation facility bill before the Florida Legislature during the 2024 legislative session seeks to designate the portion of S.R. 16 in Clay County between County Road

225 and Rifle Range Road as “Constantinos “Gus” Kopelousos Memorial Highway”, the Board, likewise, upon the bill’s adoption and execution by the Governor of the State of Florida, desires to declare that the portion of S.R. 16 in Clay County between County Road 225 and Rifle Range Road be designated as “Constantinos “Gus” Kopelousos Memorial Highway”.

2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED, by the Board of County Commissioners of Clay County, Florida this 12th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS OF
CLAY COUNTY, FLORIDA

Jim Renninger, Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	3/5/2024 - 4:03 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	3/5/2024 - 4:04 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County
Commissioners

DATE: 1/16/2024

FROM: Megan
Covey, Grants
Director

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Donation and Sponsorship Policy	Cover Memo	3/7/2024	Donation_and_Sponsorship_Policy_RevADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	3/5/2024 - 4:04 PM	Item Pushed to Agenda

RESOLUTION NO. 2023/2024-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
CLAY COUNTY, FLORIDA, ADOPTING A REVISED DONATION AND
SPONSORSHIP POLICY AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners of Clay County, Florida initially adopted the Donation and Sponsorship Policy on February 22, 2022; and,

WHEREAS, since initial adoption, various amendments have been incorporated into the Donation and Sponsorship Policy to clarify definitions and terms.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1. The Board of County Commissioners of Clay County, Florida hereby desires for its Donation and Sponsorship Policy to be updated and revised accordingly and adopts the revised Donation and Sponsorship Policy attached hereto as Exhibit A which shall supersede and take precedence over all other existing policies and prior procedures effective March 12, 2024.

Section 2. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 12th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Jim Renninger, Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

EXHIBIT A

Clay County

Board of County Commissioners'

Donation and Sponsorship Policy

ADOPTED: February 22, 2022
EFFECTIVE: February 22, 2022
(Resolution 2021/2022-29)

REVISED: March 12, 2024
(Resolution 2023/2024-____)

PURPOSE

The aim of this Donation and Sponsorship Policy (Policy) is to create an authorized environment for accepting donations and entering into sponsorship agreements with third parties where such donations and sponsorships are mutually beneficial to both parties in a manner that is consistent with all applicable policies set by the Clay County Board of County Commissioners. The purpose of the Policy and procedures as outlined is to:

1. Uphold the County's stewardship role to safeguard the County's assets and interests;
2. Provide employees with guidelines and procedures based on best practices;
3. Encourage the use of creative marketing opportunities to generate new revenues and offset costs by maximizing the use of County assets and properties;
4. Offset costs of existing events and programs and expand outreach; and
5. Protect the County from risk.

The Policy provides an enabling environment for the County to accept donations and enter into sponsorship agreements or partnerships within set guidelines and procedures for the purpose of optimizing non-tax revenue sources. Under the conditions of this Policy, County staff may solicit such sponsorship agreements and partnerships.

The County shall not relinquish to the donor or sponsor any aspect of the County's right to manage and control the County's assets or facilities. Sponsorships or partnerships will not result in any loss of Clay County jurisdiction or authority.

SCOPE

This Policy applies to all County departments and divisions.

This Policy does not apply to:

1. Funding obtained from formal grant programs.
2. County sponsorship of external projects where the County provides funds to an outside organization.

RESPONSIBILITY

The Grants Division will review this Policy no less than annually and recommend updates as necessary or as circumstances dictate. The Grants Division will also oversee implementation and administration of this Policy.

DEFINITIONS

"Honorary Naming Rights" shall mean the naming of County property to honor the service, commitment, or other type of participation by an individual, or civic or charitable group. For Honorary Naming Rights defined in this Policy, "individual" shall mean a person that has made a substantial contribution to the community, either through civic involvement, involvement in

historical events relevant to the specific County property, or to the geographical location of specific County property. Honorary Naming Rights are given to individuals posthumously.

“In-Kind Contribution” shall mean a non-cash contribution given in the form of goods, commodities, materials, and/or services.

“Naming Rights” shall mean a type of Sponsorship in which a third party purchases the exclusive right to name a whole asset or venue. The sponsoring of a component of an asset or venue (e.g. – bench or structure in a park, specific room in a building) is not considered to be naming rights for the purposes of this Policy. Naming Rights are considered in the commercial context only, where the Naming Right is sold or exchanged for significant cash or other revenue support. This arrangement must be documented in an agreement signed by the interested parties.

“Naming Rights Agreement” shall mean a written contract evidencing the right to name or re-name County-owned facilities or land that contains terms acceptable to the County. In most cases, indemnification and termination clauses would be required as part of the agreement. All such agreements are to be reviewed by the County Attorney prior to finalization to ensure that the County’s legal interests are protected. The duration of Naming Rights shall be determined or negotiated on a case-by-case basis and shall be included as part of the agreement.

“Partnership” shall mean a collaborative sponsorship in which a third party entity supports County activities by providing cash and/or In-Kind Contributions. At the County’s discretion, reciprocal marketing or advertising benefits may be included in Partnerships. Examples of Partnerships include third parties that participate in County events or programs and/or public events or programs organized by the County through its departments or divisions, including, but not limited to, the Parks and Recreation Department and the Clay County Public Library System. Partnerships should be documented in writing.

“Philanthropic Contribution” or “Donation” shall mean a contribution or donation to Clay County from a third party for which there is no reciprocal commercial and/or marketing benefit expected or required from the County. Such Philanthropic Contribution or Donation may be cash or an In-Kind Contribution. Planned giving or estate giving (i.e. a bequest, appreciated securities, life insurance, real estate, personal property, 401k/IRA or Retirement Plan, charitable gift annuity, etc.) is considered a Philanthropic Contribution. In-kind services and matching or cost sharing arrangements and/or agreements for the purchase of capital assets or improvements, including maintenance, are also covered by this definition.

“Sponsor” shall mean a third party that enters into a Sponsorship Agreement with the County.

“Sponsorship” shall mean a mutually beneficial business arrangement between the County and a third party, wherein the third party provides cash and/or an In-Kind Contribution to the County in return for access to the commercial and/or marketing potential associated with the County. Sponsorships may include sponsorship of one or more of the County’s services, projects, events, programs, facilities, or activities. This arrangement must be documented in a Sponsorship Agreement signed by the interested parties. Sponsorships also include negotiated naming rights for a fixed period of time, in which a reciprocal benefit is documented in a Sponsorship

Agreement or Naming Rights Agreement.

“Sponsorship Agreement” shall mean a contractual agreement that reflects the business arrangement for a Sponsorship in exchange for a commercial and/or marketing benefit between the County and a Sponsor for a specified period of time.

RESTRICTIONS

In general, the following industries and products are not eligible for Sponsorships within Clay County: police-regulated businesses; faith-based and political organizations; companies whose business is substantially derived from the sale of alcohol, tobacco, medical marijuana, vaping, firearms, adult use, or similar services and items. Sponsorships by sponsors that fall into one of the above-stated categories shall be subject to review and approval by the Board of County Commissioners.

Any Sponsorship or Partnership may be revoked at any time for non-compliance with the standards set forth herein.

Any advertising or naming rights that fit within any of the below categories is prohibited and will not be displayed:

1. False, misleading, or deceptive;
2. Relates to an illegal or criminal activity;
3. Explicit sexual material, obscene material, or material harmful to minors;
4. Advertises tobacco products, including medical marijuana, vaping, and similar items;
5. Includes language which is obscene, vulgar, profane, discriminatory, or scatological;
6. Relates to instruments, devices, items, products, or paraphernalia that are designed for use in connection with specific sexual activities; or
7. Depicts violence and/or anti-social behavior.

All Sponsorship advertising shall comply with the standards set forth in this Policy and is subject to review and approval by the County.

ETHICAL CONSIDERATIONS

1. Sponsorships or Partnerships shall not, in any manner, influence, or be perceived to influence, the day-to-day business of the County, nor invoke any future or additional consideration other than as specifically stated in the resulting sponsorship agreement.
2. Sponsorships or Partnerships shall not confer any personal benefit, directly or indirectly, to any particular County employee or official; or cause or allow a County employee or official to receive any product, service, or asset for personal gain or use.
3. Sponsorships or Partnerships shall not interfere with existing contractual obligations.
4. Sponsorships or Partnerships shall not result in, or be perceived to result in, any competitive advantage, benefit, or preferential treatment for the sponsor outside of the resulting Sponsorship Agreement.
5. Sponsorships or Partnerships by parties that are disqualified or debarred from doing

- business with the County shall not be allowed and will be declined.
6. Sponsorships or Partnerships by parties that are in litigation with the County shall not be allowed and will be declined.
 7. Sponsorships or Partnerships that otherwise constitute a conflict of interest or create the appearance of, or potential for, the same shall not be allowed and will be declined.
 8. Sponsorships or Partnerships by parties in violation of the law or convicted of criminal activities may be revoked or denied.

PROCEDURES AND AUTHORITY

Sponsorship and Partnership requests must be submitted in writing to the County's Grants Division, which will review the request for compliance with the County's Policy. Sponsorships and Partnerships under \$25,000 may be approved by the County Manager. Sponsorships and Partnerships equal to or greater than \$25,000 will be submitted to the Board of County Commissioners for approval.

Naming Rights requests shall be in writing and reviewed by the Grants Division and County Manager. Any County Commissioner, citizen, group of citizens, entity, or organization may submit an Honorary Naming Rights proposal to name County property after an individual, civic or charitable group, or other entity or organization. If found to be in compliance with applicable County policies, a request shall be scheduled for County Commission consideration. The County Commission may approve the request, may determine that the request be submitted for competitive negotiation, or may deny such request. Any approval shall be by resolution of the County Commission.

Philanthropic Contributions or Donations may be submitted for consideration by a written proposal identifying the cash or In-Kind Contribution and the purpose, whether an unspecified or general County purpose (i.e. to benefit the Library System, Animal Services, Parks and Recreation, Paramedicine, etc.). These Philanthropic Contributions and Donations may be collected and tracked on an on-going basis. The County retains the right to keep or dispose of any donated goods or materials. Acceptance of a Philanthropic Contribution or Donation does not create any obligation on behalf of the County to provide maintenance to or preserve any donated good or material.

Written Philanthropic Contribution/Donation, Sponsorship, and/or Partnership requests may be mailed to 477 Houston St., Green Cove Springs, FL 32043, or emailed to the Grants Division. Contact information for the Grants Division can be found online at www.claycountygov.com/government/grants.

REPORTING

A report summarizing approved Sponsorship Agreements shall be filed on the consent agenda of the Board of County Commissioners at least annually.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County
Commissioners

DATE: 2/22/2024

FROM: Tonya George,
Senior Code Enforcement
Officer

SUBJECT:

Case No. CE-22-018, 4060 Sunnyside Drive, Middleburg, Florida
Michael P. Sinclair and Susan E. Sinclair, previous property owners
Ana Kessler, current property owner

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Memo for CE-22-018 lien reduction	Cover Memo	3/6/2024	3-12-24_BCC_memo_for_lien_reduction_(CE-22-018)ada.pdf
▢ Case No. CE-22-018	Backup Material	3/6/2024	3-12-24_BCC_Case_No-1ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Code Enforcement	Stewart, Chereese	Approved	2/22/2024 - 11:28 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	2/22/2024 - 8:23 PM	AnswerNotes



Department of Economic and Development Services
Code Enforcement Division

Memorandum

To: Howard Wanamaker, County Manager
From: Tonya George, Senior Code Enforcement Officer
Date: February 22, 2024
Re: Code Enforcement Lien Reduction

Please place this item under New Business for Code Enforcement on the agenda for the Board of County Commissioners' Meeting on March 12, 2024.

Background:

Ana Kessler, is requesting your approval to reduce the following lien:

Case No. CE-22-018, 4060 Sunnyside Drive, Middleburg, Florida
Michael P. Sinclair and Susan E. Sinclair, previous property owners
Ana Kessler, current property owner

- Case No. CE-22-018 was active 2 years, 4 months and 17 days for the violations of junk, trash and debris, an overgrown yard and an unsecured accessory structure. A fine of \$75.00 a day was imposed beginning February 18, 2022, by the Code Enforcement Special Magistrate.
- As of December 8, 2023, the violations were corrected. The lien totals \$49,525.00.
- There were 60 documents x \$20.00 = \$1,200.00 and 7 inspections x \$100.00 = \$700.00.
- Code Enforcement staff's cost calculates at \$1,900.00.

Recommendation: On February 1, 2024, Special Magistrate Hartin recommended that the \$49,525.00 lien be reduced to \$1,900.00. Her decision was based on the fact that the current owner wants to build a house on the property for her homestead and she does not have the extra funds to pay the lien. She purchased the property under a Tax Deed Sale and tried to ensure that there were no liens; however, she contacted the wrong department. She paid \$41,000.00 for the property and it's only worth \$45,000.00

CE-22-018

Clay County Florida - Code Enforcement Division
Lien Reduction Procedures

The Special Magistrate has the authority to recommend a reduction or release of fines and liens. The Clay County Board of County Commissioners has the authority to reduce fines and liens, pursuant to Florida Statutes Chapter 162 as amended. **An entity requesting a release of lien has no right to the reduction or release of a fine or lien.** In evaluating requests for liens to be released or reduced, the Board of County Commissioners and Special Magistrate may consider the following:

1. The length of time the property was in violation prior to the lien being placed;
2. Whether the entity requesting the reduction owns other properties in Clay County and how many have active code enforcement cases or code enforcement liens;
3. Whether the property owner, if different from the entity requesting the release, owns other properties in the County and how many have active code enforcement cases or code enforcement liens;
4. Whether the entity requesting the reduction owned the property for which the lien was placed at the time the lien was placed;
5. Whether the entity requesting the reduction acted promptly to correct the violations for which the lien was placed and the length of time taken to correct the violation(s);
6. Any other specific information which is available about the property or the entity request;
7. Any other factor which may show a hardship on the entity requesting the reduction or which may provide a reasonable basis for the requested relief.

Lien reduction requests already heard by the Special Magistrate and Board of County Commissioners will not be reheard for a 180-day period, unless the property ownership changes or unless there is sufficient documentation of new information not previously available.

To be placed on the Special Magistrate hearing agenda, an applicant makes a request by submitting the Application for Reduction of Code Enforcement Lien to the Special Magistrate Secretary, **Code Enforcement, P. O. Box 1366, Green Cove Springs, FL 32043**. A processing fee of \$25 per parcel must be paid at the time the application is submitted. Payment shall be in the form of cash, cashier's check or money order only, made payable to CCBOCC. The Special Magistrate secretary will mail a confirmation letter to the applicant confirming the meeting date and time. Staff will prepare a report which is provided to the Special Magistrate and Board of County Commissioners prior to the meeting.

Lien reduction applications should be submitted at least fifteen (15) days prior to the Special Magistrate hearing, scheduled for the first Thursday of every other month, beginning in February each year. The hearing before the Board of County Commissioners shall be scheduled by the Senior Code Enforcement Officer at least thirty (30) days prior to the Board of County Commissioners meeting. A letter will be mailed to the applicant confirming the meeting dates.



Those who have requested a lien reduction hearing but are unable to attend the scheduled meeting must notify code enforcement they need to reschedule their appearance. Otherwise, the case will be heard without the applicant being present.

Special Magistrate hearing – Applicants must check in with staff. When the case is called, staff will read its report. The applicant will be invited to speak about the request and the status of the property. The Magistrate may ask questions and will then make a recommendation only as to whether to reduce, remove or leave the lien in place.

Board of County Commissioners hearing – Applicants must check in with staff. When the case is called, staff will read its report. The applicant may speak for three (3) minutes and present information regarding the request to the Board. The applicant will need to be available to answer questions from staff or the Board. The Board will decide whether to reduce the lien or take no action, thus leaving the lien in place.

If the Board of County Commissioners approves the reduction of a lien, the applicant shall have no more than ten (10) working days from the date of the hearing to make full payment of the reduced lien. Payment shall be in the form of cash, cashier's check or money order only. If the lien is not paid within the time allowed, the lien will revert back to the original amount placed on the property by the Special Magistrate.

If the Board approves the reduction of a lien and the entity pays the reduced lien, the Special Magistrate secretary will complete paperwork to release the lien. The release-of-lien document will be mailed to the applicant. It is up to the applicant to record the release of lien at the Clay County Clerk of Court.

In accordance with the Americans with Disability Act, persons needing special accommodations or an interpreter to participate in either of the proceedings should contact the Clay County ADA Coordinator by mail at P. O. Box 1366, Green Cove Springs, FL 32043, or by telephone at (904) 269-6376, at least three (3) days prior to the date of the hearings. 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).

For additional information, contact the Code Enforcement Special Magistrate secretary at (904) 269-6310 or 284-6310.

I have read and understand the policies and procedures for requesting a lien reduction.

ALK Initials


Reduction of Code Enforcement Lien(s) Request

Application

A request for a reduction of a Code Enforcement lien cannot be considered until the property is in full compliance. Before the application is processed, the property will be inspected to determine compliance. A request for reduction of a Code Enforcement lien also will not be considered if the applicant has any code violations on any other property they hold an interest in and is located within the unincorporated area of Clay County.

Requests are not scheduled for the Special Magistrate hearing until the application has been reviewed for completeness. Along with the application, you must prepare a statement explaining why the lien should be reduced. If you wish to address the Board of County Commissioners during its hearing for request for lien reduction, you will be allowed to present a three-minute statement to the Board. This hearing is not a re-hearing of the case. The Special Magistrate was presented evidence and heard testimony regarding the alleged violation(s) prior to issuing an Order for Non-compliance and an Order to Impose Fine. All respondents are advised of the appeal process in the "Order for Non-Compliance" and "Order to Impose a Fine," as established in Florida Statutes 162.11. There is no evidence an appeal has been filed regarding the property/properties listed in this application.

Requests for reduction of a code enforcement lien go through a two-hearing process. The Special Magistrate will hear a request and will make a recommendation only as to whether or not a lien should be reduced, released or whether any action should be taken. The Special Magistrate's recommendation and the Application Request for the Lien Reduction will then be heard by the Clay County Board of County Commissioners, who will make the final determination.

Date of last inspection: December 8, 2023



Case Number(s) CE-22-018 (2021000144)	Lien Address (Property Subject to the Lien(s)) 4060 Sunnyside Dr, Middleburg, FL 32098
Applicant's name: Ana Lourdes Kessler	Phone number: 904-571-8910
Mailing address: 2506 Cresdale CT, Middleburg, FL 32068	
Authorized representative's name:	Written and notarized authorization from owner? Yes No
Name of owner of lien address when lien(s) were placed on the property: Michael P. Sinclair	
Current owner of lien address: Ana Lourdes Kessler	
Current owner's relationship or affiliation with entity/person named in lien(s): NONE	
Other property located in Clay County belonging to current owner – Parcel Numbers and Address: Attach a separate sheet if necessary 02-05-25-008970-004-07, 2506 Crestdale CT, Middleburg, FL 32068 28-08-23-021804-000-00, State Rd 100, no address assigned yet.	
What were the violations at lien address when lien(s) was/were placed? Junk, trash and tree debris , and over grown yard and an unsecured accessory stucture.	
Who lived at the property when the lien(s) went into effect: Unknown, I was not the owner at the time.	

Reasons violations not corrected before lien(s) placed:	
Unknown to me I was not the owner of the property at the time liens were placed.	
Is money held in escrow pending the lien release hearing:	Yes <input type="radio"/> No <input checked="" type="radio"/>
If yes, who will receive escrow money if the lien(s) is/are reduced?	

Explain why you believe a lien reduction is appropriate:

I bought the property through a county auction through a Tax Deed on Oct 12, 2023 and I did not know it had any fines/violations. The property I bought is completely fenced in so I thought all the fenced in land was what I bought but I came to find out it was actually two parcels. I then was approached by the owner of the other lot to see if I would buy it and I decided to buy it so I wouldn't have a neighbor so close to me since this why I want to move from where I now live. We signed a purchase contract and I hired a title company to do a title search. The title company was going to unify both lots for me so they researched both lots and on Nov 13, 2023, I found out my lot had violation fines/liens as well as the other lot. I am petitioning this board to remove these fines so I can move forward and build a new home on the lot. I began to clean the lot immediately ~~so~~ and on December 8, 2023, all violations were cleared. I ask that all the liens/fines be removed as this will benefit everyone since this will allow me to put the land to its best use which will beautify the area which benefits me, the neighbors and the county. The fines are also more than the land's worth and I can't afford to pay them.

Has the applicant applied for lien reduction for this property before? Yes ☐ No ☒
If yes, when? (month/year) _____

Has the applicant applied for lien reduction for another property before? Yes ☐ No ☒
If yes, what property and when? (month/year) _____

To obtain information on liens, contact the Clay County Clerk of Court at 904-269-6302 or 284-6302, visit the Official Records Department, Room 101, 825 N. Orange Ave., Green Cove Springs, FL 32043 or go to www.clayclerk.com.

Note: The Code Enforcement Division does not perform title or lien searches but will try to identify any additional liens that may pertain to this request based on the case number(s) provided in this application. The Division is not responsible for outstanding liens omitted from this application.

Applicant is requesting the below lien(s) be reduced to: \$ 50.00

Under penalty of perjury, the undersigned:

- swears or affirms that the information provided on this Application for Reduction of Code Enforcement Lien(s) is true and correct;
- acknowledges that he/she has read the Lien Reduction Procedures;
- acknowledges that he/she was given an opportunity to ask questions regarding the procedures.

A processing fee of \$25 per lien is required at the time the application is submitted. Payment must be made in cash, by cashier's check or by money order. Each additional request on the same property with the same owner shall be an additional \$25 per request.

Applicant must provide an initialed copy of the Lien Reduction Procedures as acknowledgment of the above for application to be accepted.

Applicant's signature: [Signature] Date: _____

The foregoing was sworn and subscribed before me this 12/12/2023 day of December 2023. He or she is personally to me or provided FLDL K246-012-73-792-0 as identification at the time of notarization.

Stamp:



Notary Public:

[Signature]

2

December 11, 2023

Ana Lourdes Kessler
2506 Crestdale CT
Middleburg, FL 32068

To: Clay County Code Enforcement Division
Special Magistrate/Board of County Commissioners
P.O. Box 1366
Green Cove Springs, FL 32068

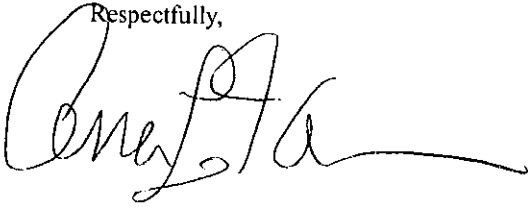
To Whom It May Concern:

I bought Lot #36-05-24-006761-108-01, address 4060 Sunnyside DR, Middleburg, FL 32068, through the county's auction on a tax deed, on October 12, 2023. At the time I purchased the property, I did not know it had fines and liens against it. Prior to the purchase, I had called the property appraisers office who put me through to permitting and I asked if there were any liens or violations against the property and was told none existed. I then proceeded to buy the property and then proceeded to begin cleaning the property up. Upon my arrival to the property the neighbors approached and told me that the property was two parcels which was quite upsetting since it was all fenced up as one piece of property but what could I do, the county wasn't going to allow me to get my money back, so I continued with the clearing of the property. A week later the property owner of the other lot approached me to see if I would buy his lot and I told him I would think about it. Two weeks later I decided that I would buy it because this would allow me to build a home on the property and get away from my crowded subdivisions that I now live in. We signed a purchase contract and I hired a title company to do the title search to ensure I was getting a clean title. The title company was going to unify both lots for me so when they did the title search, they did it on both lots. This is when they informed me that both lots had violations/liens and they instructed me to get a hold of code enforcement to see how I could clear the liens. I immediately contacted Clay County Code Enforcement and was given a sheet with all the violations that needed to be cleared. I immediately began to work on clearing the violations and on December 8, 2023, the property was cleared of the violations.

I am petition for the liens/fines, to be removed so I can move forward and build a house on the lot and put the land to its best use. This property has been in disarray for decades and the neighbors have suffered for it because it has brought down the neighborhood property values, been an eye sore, and brought in transient people who were continually trespassing on this property. I have cleaned up the lot and secured it so no one is trespassing on the land anymore. I was not the owner when these violations were imposed on the property and if I had been I would never have allowed the violation to take place in the first. The fines/liens on this property are more than the property is worth and I can't afford to pay them. If the liens/fines are not removed, I will be forced to let the property just sit there empty as I can't move forward because

no bank will lend me money to build on the property with the liens/fines on it. Removing the fines/liens, will benefit everyone involved; I benefit because I will be able to put the property to its best use and build the home I want on the land, the neighbors will benefit because their property values will go up, and the county benefits because the taxes on the property itself will also go up and it will be a win win situation for everyone. I want to thank you each for your time and consideration in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ana L. Kessler', with a long horizontal flourish extending to the right.

Ana L. Kessler

Find...

1 of 1 100%

Main Report

RECEIPT (REC-020814-2023)
FOR CLAY COUNTY

BILLING CONTACT
Ana Lourdes Kessler
2506 Crestdale Ct
Middleburg, FL 32068



Reference Number	Fee Name	Transaction Type	Payment Method	Amount Paid
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CODE_ENF-202100014 4	Code Violation Fee	Fee Payment	Cash	\$25.00
SUB TOTAL				\$25.00

TOTAL \$25.00

December 13, 2023

477 Houston Street, Green Cove Springs FL, 32043

Page 1 of 1



RECEIVED DEC 12 2023

CODE ENFORCEMENT

FEB 03 2022

CLAY COUNTY, FLORIDA

CLAY COUNTY DIVISION
OF CODE ENFORCEMENT

vs:

Michael P. Sinclair and Susan E. Sinclair, Respondents

CASE NO. CE-22-018

ORDER FOR COMPLIANCE

The Code Enforcement Special Magistrate of Clay County, Florida, has heard testimony and received evidence presented at the hearing of February 3, 2022, and, based on the evidence, the Code Enforcement Special Magistrate finds: On July 22, 2021, at 4060 Sunnyside Drive, Clay County, Florida, the Respondents violated Clay County Ordinances: Sections 101.6, 305.15 and 307.4, Standard Housing Code and Sections V and VI, Solid Waste; as follows: On July 22, 2021, the Respondents maintained and openly stored on their property at said location junk, trash and tree debris, an overgrown yard and an unsecured accessory structure. The Respondents were properly noticed of said violations and were given a reasonable amount of time to come into compliance with said Ordinances. A re-inspection was conducted on January 25, 2022, and the violations continued. The Respondents are in violation of Clay County Ordinances: Sections 101.6, 305.15 and 307.4, Standard Housing Code and Sections V and VI, Solid Waste.

IT IS ORDERED that

The Respondents comply with Clay County Ordinances: Sections 101.6, 305.15 and 307.4, Standard Housing Code and Sections V and VI, Solid Waste, no later than February 17, 2022. If the Respondents do not comply within the time specified, the Special Magistrate may issue an Order imposing a fine of up to \$250.00 a day for the first violation, or, in the case of a repeat violation, up to \$500.00 a day for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector, and continuing each day until compliance is achieved. A certified copy of such Order shall be recorded in the public records of Clay County, Florida, and shall constitute a lien against the property upon which the violations exist and upon any other real or personal property owned by the Respondents, pursuant to Section 162.09(3), Florida Statutes. Upon complying, the Respondents shall notify Code Enforcement Officer Stacey Austin or her designee, who shall inspect the property and notify the Special Magistrate of compliance. Should a dispute arise concerning compliance, either party may request another hearing before the Special Magistrate. Either party may appeal this Order to the Circuit Court of Clay County, Florida, within thirty (30) days of rendition of this Order.

Because of the finding herein that the above-referenced Ordinances have been violated, the Special Magistrate will enter a separate order awarding to the County the costs incurred by it in prosecuting this case pursuant to Section 162.07(2), Florida Statutes, in an amount to be determined at a subsequent hearing. A certified copy of such order imposing costs shall be recorded in the public records of Clay County, Florida, and shall constitute a lien against the property upon which the violations exist and upon any other real or personal property owned by the Respondents, pursuant to Section 162.09(3), Florida Statutes. If a fine is also imposed at such subsequent hearing for noncompliance with the requirements of this Order for Compliance, the impositions of such costs may be included in the order imposing the fine.

DONE AND ORDERED this 3rd day of February, 2022.

ATTEST:


Tonya George, Senior Code Enforcement Officer


Geraldine Hartin
Code Enforcement Special Magistrate

CFN # 2022007851
OR BK: 4567 PG: 1611 Pages 1 of 1
Recorded: 2/3/2022 12:14 PM Doc: O
Tara S. Green, Clerk and Comptroller, Clay County, FL
Rec: \$10.00
Deputy Clerk HAMPSHIRET

CODE ENFORCEMENT

APR 07 2022

CLAY COUNTY, FLORIDA

CODE ENFORCEMENT
SPECIAL MAGISTRATE
CLAY COUNTY, FLORIDA

CLAY COUNTY DIVISION OF
CODE ENFORCEMENT

CASE NO: CE-22-018

Vs.

Michael P. Sinclair and Susan E. Sinclair, Respondents

ORDER IMPOSING FINE AND COSTS

COMES NOW, the Code Enforcement Special Magistrate of Clay County, Florida, who finds:

On February 3, 2022, the Code Enforcement Special Magistrate, Clay County, Florida, issued an Order for Compliance, Book 4567, Page 1611, in the public records of Clay County, Florida, finding the Respondents were in violation of certain Clay County Ordinances. The Respondents were ordered to comply with Clay County Ordinances: Sections 101.6, 305.15 and 307.4, Standard Housing Code and Sections V and VI, Solid Waste, no later than February 17, 2022. The Respondents have failed to come into compliance with County Ordinances: Sections 101.6, 305.15 and 307.4, Standard Housing Code and Sections V and VI, Solid Waste, within the time specified. The Special Magistrate having considered factors set forth in Section 162.09(2)(b), Florida Statutes,

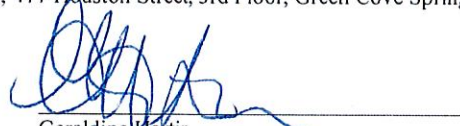
IT IS ORDERED that

The Respondents pay a fine in the amount of \$75.00 a day, beginning February 18, 2022, and said fine shall continue to accrue until the Respondents come into compliance or until judgment is rendered in a suit filed pursuant to Section 162.09(3), Florida Statutes, 2001, whichever occurs first. Pursuant to Section 162.09(3), Florida Statutes, 2001, **this Order Imposing Fine shall constitute a lien** against the land on which the violations exist, which is described as follows: **Legal Description: Lot 49 Sunnyside Farms, Parcel No. 36-05-24-006761-108-01, a/k/a 4060 Sunnyside Drive, Clay County, Florida;** and upon any other real or personal property owned by the Respondents. Said lien runs in favor of the Board of Commissioners of Clay County.

An Order for Compliance having been issued in this case, as recorded in Official Records Book 4567, Page 1611, public records of Clay County, Florida, therefore costs incurred by the County in prosecuting this case are awarded to the County pursuant to Section 162.07(2), Florida Statutes, in the amount of \$100.00. Said costs are in addition to the fine imposed above and are included in the foregoing lien.

After three (3) months from the filing of this Order, if said lien remains unpaid, the Code Enforcement Special Magistrate may authorize the Clay County Attorney to foreclose on this lien or to sue to recover a monetary judgment for the amount of the lien plus accrued interest. The duration of this lien shall continue for no longer than 20 years after the certified copy of this Order Imposing Fine and Costs has been recorded, unless within that time an action to foreclose or a suit of a monetary judgment is commenced in a court of competent jurisdiction. Either party may appeal this Order to the Circuit Court of Clay County, Florida, within thirty (30) days of the rendition of this Order. **Payments must be made in cash, by cashier's check or by money order, made payable to CCOCC.** If mailing, send to Code Enforcement Division, P.O. Box 1366, Green Cove Springs, Florida 32043. If paying in person, come to the Code Enforcement office, 477 Houston Street, 3rd Floor, Green Cove Springs, Florida.

DONE AND ORDERED this 7th day of April, 2022.


Geraldine Martin
Code Enforcement Special Magistrate

FILED WITH AND ATTESTED TO THIS
7th DAY OF April, 2022.


Tonya George, Senior Code Enforcement Officer

CFN # 2022022472
OR BK: 4593 PG: 1055 Pages 1 of 1
Recorded: 4/7/2022 12:58 PM Doc: LN
Tara S. Green, Clerk and Comptroller, Clay County, FL
Rec: \$10.00
Deputy Clerk MADRIGALC

February 3, 2022

CE-22-018

Michael P. Sinclair and Susan E. Sinclair

Officer Austin presented this case at 4060 Sunnyside Drive, Middleburg, Florida, for the violations of junk, trash and tree debris, an unsecured accessory structure and an overgrown yard. The Clay County Ordinances involved are: Sections 101.6, 305.15 and 307.4, Standard Housing Code and Sections V and VI, Solid Waste. She stated staff recommended compliance by February 17, 2022.

The respondents were not present to testify.

Order: Based on the testimony and facts presented by Code Enforcement, Magistrate Hartin found Case No. CE-22-018, Michael P. Sinclair and Susan E. Sinclair, in non-compliance for violations of code provisions cited in the staff report and ordered the violations be corrected no later than February 17, 2022.

REQUESTS FOR LIEN REDUCTION RECOMMENDATION

CE-09-098

**William A. Duquette, as Trustee
for the Pezan's Family Trust**

Officer George presented this case at 54 Bluebell Avenue, Middleburg, Florida, stating it was active 7 months and 18 days for trash, tree debris, assorted junk, an unsecured, dilapidated mobile home, an unsafe electrical connection and an overgrown yard. A fine of \$150.00 per day beginning September 18, 2009, was imposed. As of January 19, 2010, the violations were corrected. The lien totals \$18,550.00. There were 111 documents at \$20.00 each, which equals \$2,220.00; and 10 inspections at \$100.00 each, which equals \$1,000.00. Code Enforcement staff's costs total \$3,220.00.

Trennis Miller, who resides at 46 Bluebell Avenue, Middleburg, Florida, was present and testified on his own behalf. He stated he purchased the property when he was 20 years old and unaware that there was a lien on the property. He said the gentleman he purchased the property from (John Buchanan with All American Properties) stated since the property was foreclosed on, the lien for the property would be foreclosed on as well, but would still follow the previous property owner.

Order: Magistrate Hartin recommended the \$18,550.00 lien be reduced to \$3,220.00 for CE-09-098. Her decision was based on the fact that the current property owner did not cause the violations and was unaware of the lien. He thought it was dissolved through foreclosure based on what he was told by the previous owner.

CE-15-041

Larry A. Dingman

Magistrate Hartin recommended this case be passed to the County Commissioners hearing for them to make a decision since the case was previously before them regarding

April 7, 2022

CE-22-018

Michael P. Sinclair and Susan E. Sinclair

Officer George presented this case at 4060 Sunnyside Drive, Middleburg, Florida, stating it was presented to the Special Magistrate on February 3, 2022, with compliance ordered by February 17, 2022, for the violations of junk, trash and tree debris, an overgrown yard and an unsecured accessory structure. As of March 30, 2022, the property was not in compliance. The remaining violations are junk, trash and tree debris, an overgrown yard and an unsecured accessory structure. She stated staff recommended imposing a fine of \$75.00 a day as of February 18, 2022.

The respondents were not present to testify.

Order: Based on the facts presented by the Code Enforcement Officer, Magistrate Hartin found Case No. CE-22-018, Michael P. Sinclair and Susan E. Sinclair, in non-compliance for the violations of code provisions cited in the staff report and imposed a fine of \$75.00 a day, beginning February 18, 2022.

REQUEST FOR COMPLIANCE

CE-22-019

Don H. Dumler and Marsha S. Dumler

Officer George presented this case at 227 Fleming Drive, Fleming Island, Florida, for the violation of an unsecured roof. The Clay County Ordinance involved is: Section 101.6 and 305.3, Standard Housing Code. She stated staff recommended compliance by April 21, 2022.

Don Dumler, who resides at 227 Fleming Drive, Fleming Island, Florida, was present and testified on his own behalf. He stated he is working with Rebuild Florida to have the roof addressed. His wife was taking care of the process before she passed away in late 2021.

Order: Based on the testimony and facts presented by Code Enforcement, Magistrate Hartin found Case No. CE-22-019, Don H. Dumler and Marsha S. Dumler, in non-compliance for violation of code provisions cited in the staff report and ordered the violation be corrected no later than June 6, 2022.

CE-22-020

Eric R. Nelson

Officer George presented this case at 865 Clay Street, Fleming Island, Florida, for the violations of junk, trash and debris and portable storage containers. The Clay County Ordinances involved are: Section 307.4, Standard Housing Code, Sections V and VI, Solid Waste and Article III, Sections 3-5 (au) and 3-17, Land Development Code. She stated staff recommended compliance by February 17, 2022.

Eric R. Nelson, who resides at 1770 Victoria Chase Court, Fleming Island, Florida, was present and testified on his own behalf. He stated he wants to reside at this residence and placed the portable storage containers on the property for storage. He said he was

February 1, 2024

REQUEST FOR LIEN REDUCTION RECOMMENDATION

CE-22-018

Michael P. Sinclair and Susan E. Sinclair

Officer George presented this case at 4060 Sunnyside Drive, Middleburg, Florida, stating it was active 2 years, 4 months and 17 days for junk, trash and debris, an overgrown yard and an unsecured accessory structure. A fine of \$75.00 per day beginning February 18, 2022, was imposed. As of December 8, 2023, the violations were corrected. The lien totals \$49,525.00. There were 60 documents at \$20.00 each, which equals \$1,200.00; and 7 inspections at \$100.00 each, which equals \$700.00. Code Enforcement staff's costs total \$1,900.00.

Ana Kessler, new property owner, who resides at 2506 Crestdale Court, Middleburg, Florida, was present and testified on her own behalf. She stated she purchased the property under a Tax Deed. She wants to build a home and reside on the property.

Order: Magistrate Hartin recommended the \$49,525.00 lien be reduced to \$1,900.00 for CE-22-018. Her decision was based on the fact that the current property owner wants to build a house on the property for her homestead and she does not have the extra funds to pay the \$49,000.00 in liens. She purchased the property under at a Tax Deed Sale and tried to ensure that there were no liens; however, she contacted the wrong department. She paid \$41,000.00 for the property and it's only worth \$45,000.00.

ADJOURN

There being no further business for consideration before the Special Magistrate, the meeting was adjourned 1:14 p.m.

**SPECIAL MAGISTRATE PROCEEDING
CLAY COUNTY, FLORIDA**







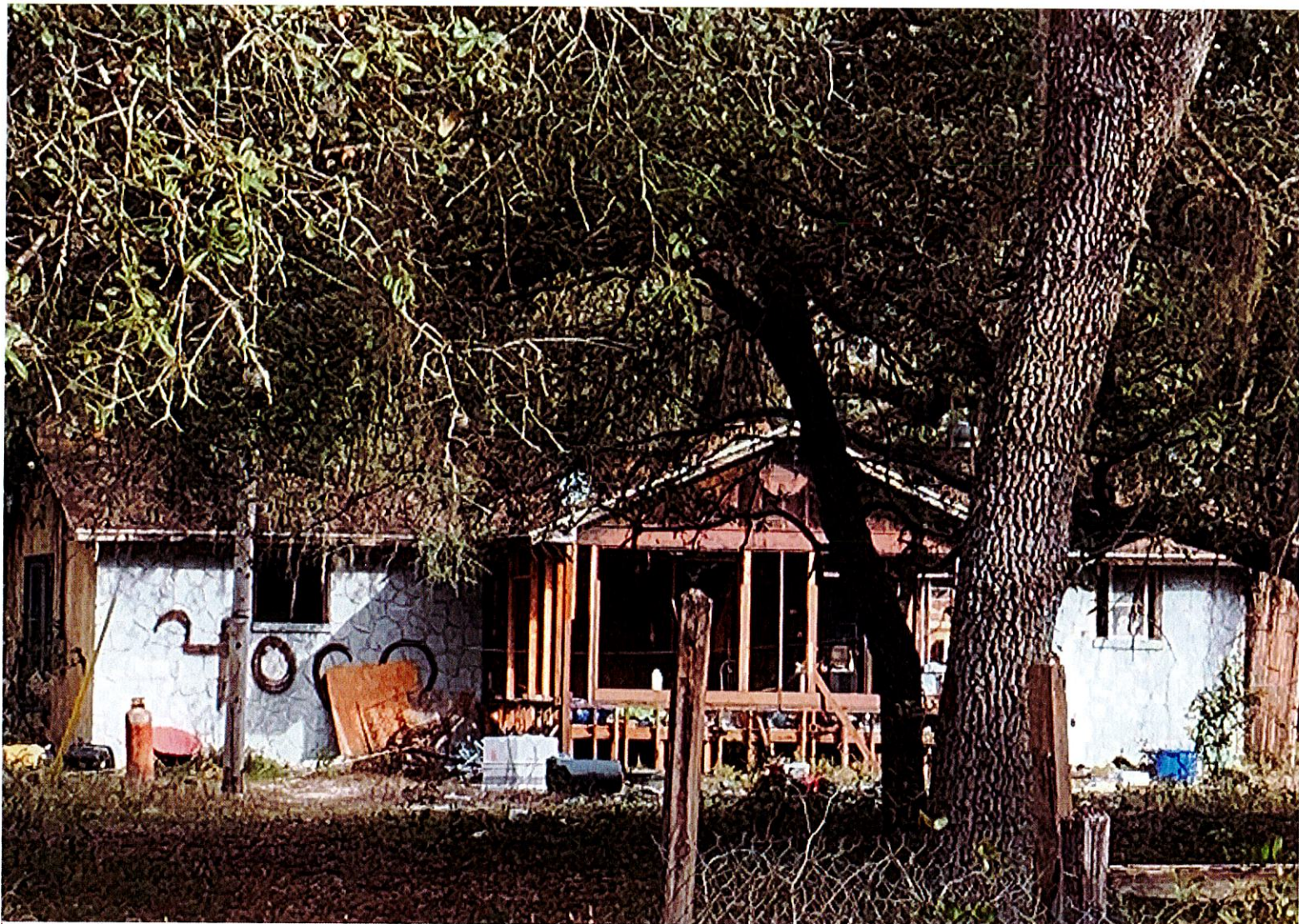
July 22, 2021

4060 Sunnyside Drive

2021000144







January 25, 2022

4060 Sunnyside Drive

2021000144



January 25, 2022

4060 Sunnyside Drive

2021000144



January 25, 2022

4060 Sunnyside Drive

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January 25, 2022

4060 Sunnyside Drive

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February 18, 2022

4060 Sunnyside Drive

2021000144



February 18, 2022

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February 18, 2022

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February 18, 2022

4060 Sunnyside Drive

2021000144



March 30, 2022

4060 Sunnyside Drive

CE-22-018



March 30, 2022

4060 Sunnyside Drive

CE-22-018



March 30, 2022

4060 Sunnyside Drive

CE-22-018



March 30, 2022

4060 Sunnyside Drive

CE-22-018



March 30, 2022

4060 Sunnyside Drive

CE-22-018



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE: 2/22/2024

FROM: Dodie Selig, AICP, Chief
Planner

SUBJECT:

- A. A zoning text amendment to add regulations related to the use of aircraft and airports to Article III of the land development code.
- B. A text amendment to create an Airport Zoning Commission and add mailing notice requirements specific to airport property owners to Article XII.

This item was continued to May.

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Lehman, Ed	Approved	2/26/2024 - 12:41 PM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	2/26/2024 - 5:23 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	2/28/2024 - 6:04 PM	AnswerNotes



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County
Commissioners

DATE: 2/23/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
▢	P320 PSA - FINAL FOR AGENDA- 03.08.24.	Agreement/Contract	3/8/2024	P320_PSA - _FINAL_FOR_AGENDA- 03.08.24.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	3/5/2024 - 4:04 PM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. _____
(PROJECT #3 CR 209 (Sandridge Road to Peter's Creek))

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") is made this _____ day of _____, 2024, by and between **CLAY COUNTY**, a political subdivision of the State of Florida, with an address of P. O. Box 1366, Green Cove Springs, Florida 32043 (the "County"), and **CLAY ELECTRIC COOPERATIVE, INC.**, whose address is P.O. Box 308, Keystone Heights, FL 32656 (the "Seller"). (County and the Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

RECITALS:

Seller is the owner of a certain parcel of real property located in Clay County, Florida. The County desires a portion of the parcel which is particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, "Parcel 320"). The County desires Parcel 320 for roadway widening purposes. The County is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell Parcel 320 to the County and the County desires to purchase Parcel 320 from Seller upon the terms and conditions hereinbelow set forth. Additionally, the County is in need of a Temporary Construction Easement to facilitate work on the Project.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the County and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to the County and the County agrees to purchase from Seller Parcel 320 in the manner and upon the terms and conditions hereinbelow set forth in this Agreement. Additionally, Seller agrees to grant the County a Temporary Construction Easement.

a. This Agreement is contingent on Clay County granting an easement to Clay Electric for an electric distribution system on tax parcel 46-05-26-010214-006-00, now owned by Clay County (newly acquired from Edgar Ray Jarrell per Official Recorded Book 4795, Page 417). The exact easement area will be determined later.

2. **Purchase Price.** The purchase price to be paid by the County at Closing and only in the event of Closing for Parcel 320 and for the Temporary Construction Easement shall be **\$4,400.00.**

At Closing, the County shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by the County; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment.

At Closing, the Seller shall pay all costs to prepare and record any documents necessary to cure any title defect and any property taxes for Parcel 320, prorated to date of Closing. The Deed and the Temporary Construction Easement shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax.

Except as provided above, each Party shall pay its own attorneys or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Clay County, Florida.

3. **Conditions and Limitations.**

a. This Agreement is subject to the final approval of the Clay County Board of County Commissioners after a public hearing held five (5) days after public notice. Through the date of such hearing on or before March 12th 2024, this Agreement shall be binding upon the Seller upon its due execution by Seller and delivery to the County as an irrevocable offer. If the County fails to hold such hearing on or before such date, or if the County elects not to approve this Agreement at such hearing for whatever reason in its sole discretion, then the County shall have no obligations to the Seller, and the Seller shall have no recourse against the County and each party shall go hence without day, and the offer shall be deemed revoked. If the Board of County Commissioners of the County shall approve this Agreement at such hearing, then this Agreement shall become effective and binding on the County upon the date thereof, which date shall be deemed the effective date of this Agreement.

b. Closing shall occur within sixty (60) days after Board approval, on a date specified by the County upon not less than ten (10) days' written notice to Seller, unless extended by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the County's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

c. Seller is responsible for all taxes due on Parcel 320 up to, but not including the day of Closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata share of all taxes, assessments and charges as determined by the Clay County Property Appraiser, the Clay County Tax Collector and/or other applicable governmental authority.

d. Seller is responsible for delivering marketable title to the County. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to the County ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after Closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of Parcel 320 to the County at Closing free of any tenancies, occupants, or personal property.

e. At the Closing, Seller shall execute and deliver to the County a Fee Simple Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit "B"** and incorporated herein by reference, conveying marketable record title to Parcel 320 to the County,

subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers such Parcel 320 at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the County's election, be satisfied and paid with the proceeds of the Purchase Price. Additionally, Seller shall execute and deliver to the County a Temporary Construction Easement.

f. If ownership of Parcel 320 is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23, Florida Statutes**, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents as needed to convey marketable record title as provided.

g. Seller expressly represents and warrants, to Seller's knowledge, that no Hazardous Substances have been released, stored, disposed of or discharged upon Parcel 320 or upon any immediately adjacent property owned at any time by the Seller. For purposes hereof, "Hazardous Substances" includes any and all materials or substances which are regulated by, or the presence of which could give rise to liability for an owner of property for removal or cleanup, under any federal, state, or local law, statute, rule, regulation or ordinance. Except as otherwise set forth herein, to the best of Seller's knowledge, there previously have been and presently are no above-ground or underground tanks or lines for the storage or transmission of toxic or hazardous wastes, materials or substances, or petroleum products or waste oils upon Parcel 320 or upon any immediately adjacent property owned at any time by the Seller. The Seller has neither used nor permitted the use of Parcel 320 for any such purposes. Furthermore, Seller expressly represents and warrants, to Seller's knowledge: (a) compliance of Parcel 320 with "Environmental Laws" as that term is hereinafter defined, and (b) the absence on Parcel 320 of any materials, waste, contaminants, pollutants, mold, fungus, bacteria or other substances or conditions which are toxic, dangerous, radioactive, disease causing, carcinogenic, infectious, caustic, or contain petroleum products or by-products, asbestos, heavy metals, or are defined as toxic, dangerous to health or otherwise hazardous by reference to any Environmental Laws. As used in this Agreement, "Environmental Laws" means collectively Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendments and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), and any other federal, state or local environmental legislation or ordinances applicable to Parcel 320. In the event Hazardous Materials are discovered or other conditions which would impair the ability of the County to use Parcel 320 for the intended purpose, Seller shall remain obligated hereunder, with such obligation to survive the Closing and delivery and recording of the deed, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense. Further, Seller shall indemnify and save harmless and defend the County, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on Parcel 320 prior to Closing whether the Hazardous Materials are discovered prior to or after Closing, except to the extent exacerbated by the County. Seller shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the County as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on Parcel 320 prior to Closing are alleged

to be a contributing legal cause, except to the extent placed on Parcel 320 by the County or otherwise exacerbated by the County. Seller shall save the County harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

h. Seller and County agree that this Agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this Agreement, shall be binding on the Parties.

4. **County's Entry on Property:** For as long as this Agreement is in effect and provided that Parcel 320 is not damaged and is left in a clean and safe condition, the Seller hereby gives permission to the County or its agents to enter upon any portion of Parcel 320 to conduct, at the County's sole expense, such tests as the County may choose to perform including, but not limited to, environmental testing, topographic surveys, core borings, soil test pits and load bearing tests as may be required by the County to determine the physical characteristics of the substrata of Parcel 320. The County shall not be required to restore Parcel 320 substantially to its condition immediately prior to such tests unless the Closing does not occur in which case, the County will restore Parcel 320 substantially to its condition immediately prior to such tests. In the event any of the referenced testing reveals that Parcel 320 is not suitable for the purposes of building the proposed improvements on it or there exists the possible existence of Hazardous Substances related to Parcel 320, then the County may terminate this Agreement.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **General Provisions.**

a. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

b. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

c. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the County.

d. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

e. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

f. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

g. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

h. Seller and the County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing.

i. This Agreement shall be interpreted under the laws of the State of Florida.

j. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Clay County, Florida.

k. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

l. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations.

m. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

n. The parties agree that electronic signatures may be utilized and that a digital signature of the party or witness set forth below is intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to Parcel 320.

8. **Waiver of Jury Trial.** SELLER AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon County's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date that the Board of County Commissioners approves this Agreement.

11. **Release of County.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the County of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of Parcel 320 to the County, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release County from its obligations or liabilities under this Agreement nor serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

12. **Broker.** The Seller represents to the County that a real estate broker or agent has not assisted the Seller nor is there a real estate commission owed with regard to the sale of Parcel 320 to the County. Regardless of whether the Closing occurs, the Seller shall hold the County harmless and fully indemnify and defend the County from and against any and all claims, causes or actions asserted against the County by any real estate broker for any costs, expenses, commissions or other fees arising out of or related to the transaction contemplated under this Agreement. The covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph shall survive the Closing in perpetuity. In the event the Closing does not occur, then the covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph shall survive any termination of this Agreement in perpetuity. The covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph to defend the County shall include the duty to retain competent counsel acceptable to the County, and to pay all attorneys' fees and costs related to said counsel's representation of the County through and including any and all appeals.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

Witnesses:

SELLER:

**CLAY ELECTRIC
COOPERATIVE, INC.**

Lorrie Keaton
Print Name: Lorrie Keaton
Address: 7022 Cooperative Way
Keystone Heights, FL 32656

By: Richard K. Davis
Richard K. Davis, CEO & General Manager

Date: 3/7/24

Diane Searle
Print Name: Diane Searle
Address: P.O. Box 308
Keystone Heights, FL 32656

COUNTY:

CLAY COUNTY, a political subdivision of
the State of Florida

By: _____
Jim Renninger, Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Exhibit “A”

LEGAL DESCRIPTION

PARCEL 320

A PORTION OF LAND LYING IN PARCEL ID: 46-05-26-010224-000-00
CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF PARCEL ID: 46-05-26-010224-000-00 OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF SAID PARCEL ID: 46-05-26-010224-000-00 LOCATED AT THE INTERSECTION OF NORTHEASTERLY EXISTING RIGHT OF WAY OF RUSSELL ROAD (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7153-150); AND THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 209B (A 70.00 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71513-2601); THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE NORTH 47°36'53" EAST A DISTANCE OF 63.43 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 75.00 FEET; THENCE THROUGH AN ANGLE OF 45°24'08", AN ARC DISTANCE OF 59.43 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°08'46" WEST, 57.89 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 125.00 FEET; THENCE THROUGH AN ANGLE OF 27°45'07", AN ARC DISTANCE OF 60.55 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 28°27'51" EAST, 59.95 FEET TO A NON-TANGENT LINE; THENCE SOUTH 47°39'36" WEST A DISTANCE OF 4.42 FEET TO THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID RUSSELL ROAD; THENCE ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 42°20'24" WEST A DISTANCE OF 95.01 FEET TO THE POINT OF BEGINNING.

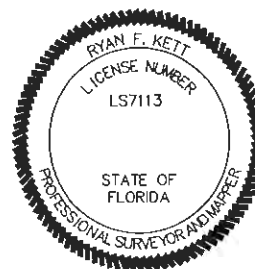
PARCEL CONTAINING 1,817 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE 'STANDARDS OF PRACTICE', AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2022 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORD BOOK 58 PAGE 98
 - 5.2. FDOT SECTION NO. 7153-150
 - 5.2. FDOT SECTION NO. 71513-2601
6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
8. ALL COORDINATES AND BEARINGS SHOWN HEREON ARE GRID, BASED ON THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, LAMBERT PROJECTION, NORTH AMERICAN DATUM 1983/2011, U.S. SURVEY FOOT, DERIVED BY UTILIZING CONTROL POINTS SET AND FOUND BY WGI USING RAPID-STATIC GLOBAL POSITIONING SYSTEM (RSGPS) SESSIONS WHILE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS BASE STATIONS. BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 42°20'24" WEST ON THE NORTH RIGHT OF WAY LINE OF RUSSELL ROAD.

PREPARED FOR/
CERTIFIED TO:

CLAY COUNTY



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

Ryan Kett Date: 2023.02.08
14:36:13 -05'00'

BY: RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7113

THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

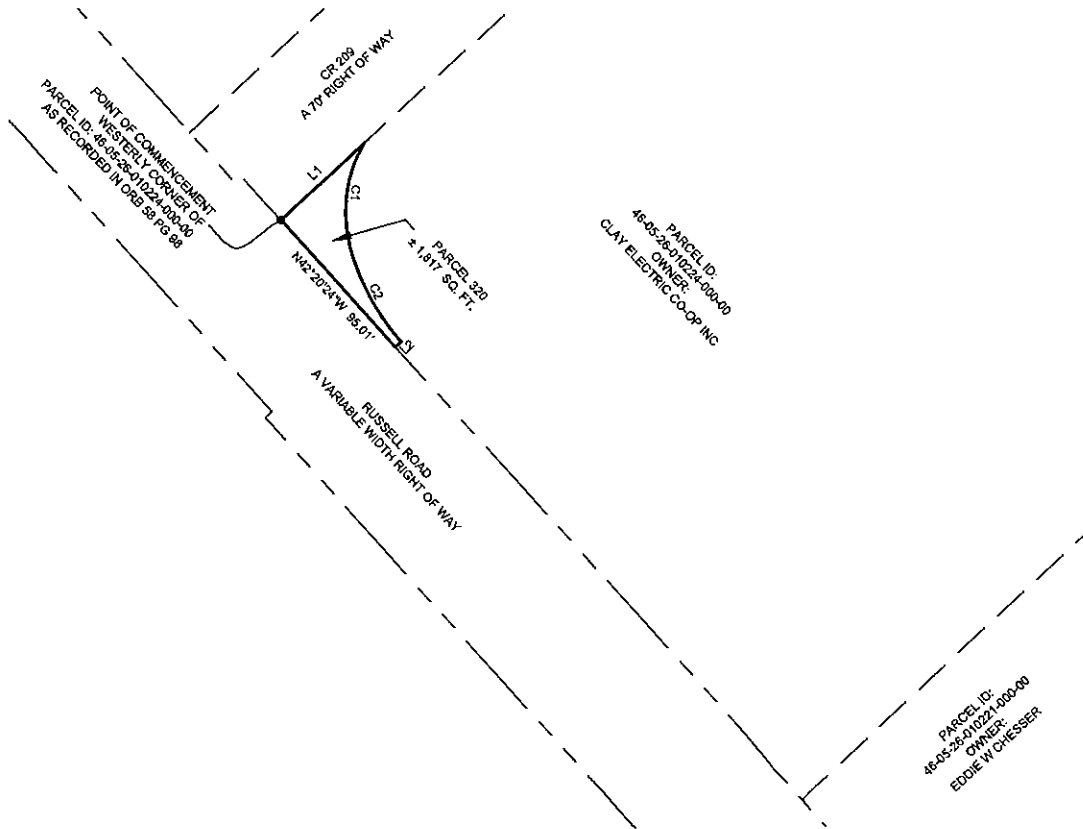
LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:		REVISION:		BY:
OFFICE	KM	DATE:	01/23/2023	JOB RUSSELL ROAD (3)
CHECKED	RK	DWG	PARCEL 320	SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL 320

A PORTION OF LAND LYING IN PARCEL ID: 48-05-26-010224-000-00
CLAY COUNTY, FLORIDA

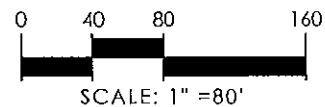


LEGEND

TREE	⊗	VALVE COVER	⊕
FLAG POLE	⊙	WATER FACET	⊕
FIRE HYDRANT	⊕	PUMP (W/IN PETROLEUM)	⊕
PALM TREE	⊗	MANHOLE STORM WATER	⊕
POWER POLE	⊕	MANHOLE	⊕
BEAM	⊕	PEDESTRIAN SIGNAL	⊕
WATER METER	⊕		
PEACE	⊕		
STORM LINE	⊕		
UTILITY ANCHOR	⊕		
SPAN WIRE POLE	⊕		
TELEPHONE PEDESTAL	⊕		
ELECTRICAL OUTLET	⊕		
MAIL BOX	⊕		
BACKFLOW	⊕		
WATER VALVE	⊕		
DELIMITER POST	⊕		
COLUMN	⊕		
BOLLARD	⊕		
PULL BOX	⊕		
SEW COLUMN	⊕		
SERVICE CABINET	⊕		
LIGHTPOLE	⊕		
POST	⊕		
POWERPOLE W/TRANSFORMER	⊕		
WATER VALVE COVER	⊕		

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	63.43'	N47°36'53"E
L2	4.42'	S47°39'36"W

PARCEL CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	59.43'	75.00'	45°24'08"	S08°06'46"W	57.89'
C2	60.55'	125.00'	27°45'07"	S28°27'51"E	59.95'



THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - L.B. No. 7055

LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:	REVISION:		BY:
OFFICE	KM	DATE:	JOB: RUSSELL ROAD (3)
CHECKED	RK	DWG: PARCEL 320	SHEET 2 OF 2

Exhibit “B”

Recording: \$
Doc Stamps: \$
 \$

THIS INSTRUMENT PREPARED BY:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

Portion of R.E. Parcel No.:
46-05-26-010224-000-00

NOTE TO CLERK: This instrument is exempt from the payment of documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida Administrative Code.

FEE SIMPLE DEED

THIS INDENTURE, made this ____ day of _____, 2024, between **Clay Electric Cooperative, Inc.**, whose mailing address is P.O. Box 308, Keystone Heights, FL 32656, hereinafter called the "Grantor", and **Clay County, a Political Subdivision of the State of Florida**, whose mailing address is P.O. Box 1366, Green Cove Springs, FL 32043 hereinafter called the "Grantee".

WITNESSETH, That said Grantor, for and in consideration of the sum of **Ten** and 00/100 Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever the following described land, situate, lying and being in Clay County, Florida, to-wit:

See Legal Description attached as Exhibit "A".

SUBJECT TO taxes for 2024 and subsequent years, easements and restrictions of record, and all applicable zoning ordinances, statutes, and other governmental rules and regulations affecting the use of the subject property.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the land in fee simple; that said 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, 2023; and that Grantor releases and discharges Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Clay Electric Cooperative, Inc.

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was subscribed and acknowledged before me by means of
☐ physical presence or ☐ online notarization, on this day by _____ (name), as
_____ (title) of **Clay Electric Cooperative, Inc.**, on behalf of the corporation. He/she is ☐
personally known by me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this _____ day of
_____, 2024.

Notary Public
Print Name: _____
Commission Expiration Date: _____
Commission Number: _____

LEGAL DESCRIPTION PARCEL 320

A PORTION OF LAND LYING IN PARCEL ID: 46-05-26-010224-000-00
CLAY COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF PARCEL ID: 46-05-26-010224-000-00 OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF SAID PARCEL ID: 46-05-26-010224-000-00 LOCATED AT THE INTERSECTION OF NORTHEASTERLY EXISTING RIGHT OF WAY OF RUSSELL ROAD (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7153-150); AND THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 209B (A 70.00 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71513-2601); THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE NORTH 47°36'53" EAST A DISTANCE OF 63.43 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 75.00 FEET; THENCE THROUGH AN ANGLE OF 45°24'08", AN ARC DISTANCE OF 59.43 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°08'46" WEST, 57.89 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 125.00 FEET; THENCE THROUGH AN ANGLE OF 27°45'07", AN ARC DISTANCE OF 60.55 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 28°27'51" EAST, 59.95 FEET TO A NON-TANGENT LINE; THENCE SOUTH 47°39'36" WEST A DISTANCE OF 4.42 FEET TO THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID RUSSELL ROAD; THENCE ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 42°20'24" WEST A DISTANCE OF 95.01 FEET TO THE POINT OF BEGINNING.

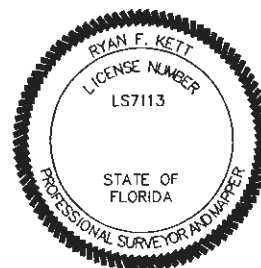
PARCEL CONTAINING 1,817 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2022 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORD BOOK 58 PAGE 98
 - 5.2. FDOT SECTION NO. 7153-150
 - 5.3. FDOT SECTION NO. 71513-2601
 ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
8. ALL COORDINATES AND BEARINGS SHOWN HEREON ARE GRID, BASED ON THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, LAMBERT PROJECTION, NORTH AMERICAN DATUM 1983/2011, U.S. SURVEY FOOT, DERIVED BY UTILIZING CONTROL POINTS SET AND FOUND BY WGI USING RAPID-STATIC GLOBAL POSITIONING SYSTEM (RSGPS) SESSIONS WHILE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS BASE STATIONS. BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 42°20'24" WEST ON THE NORTH RIGHT OF WAY LINE OF RUSSELL ROAD.

PREPARED FOR/ CERTIFIED TO:

CLAY COUNTY



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

Ryan Kett Date: 2023.02.08
14:36:13 -05'00'
BY: RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7113

THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
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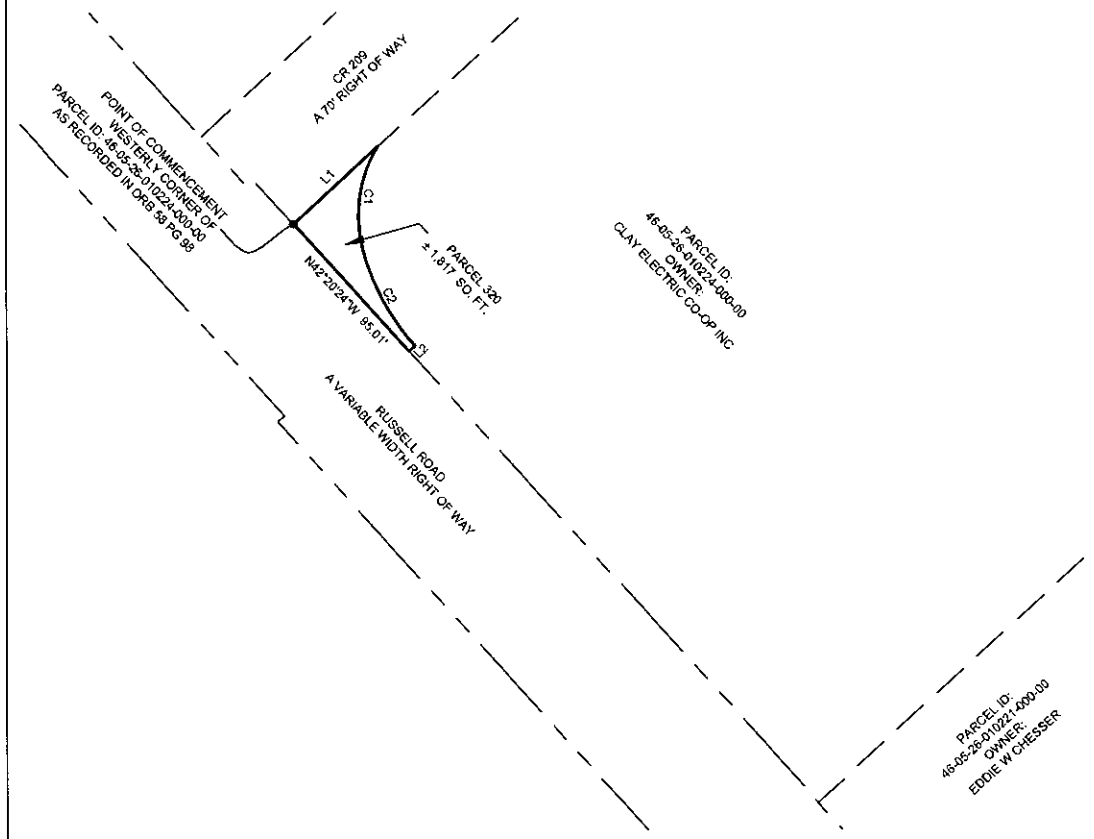
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SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:	REVISION:			BY:
OFFICE	KM	DATE:	01/23/2023	JOB RUSSELL ROAD (3)
CHECKED	RK	DWG	PARCEL 320	SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL 320

A PORTION OF LAND LYING IN PARCEL ID: 46-05-26-010224-000-00
CLAY COUNTY, FLORIDA



LEGEND	
TREE	
FLAG POLE	
FIRE HYDRANT	
PALM TREE	
POWER POLE	
SIGN	
WATER METER	
FENCE	
STORM LINE	
GLY ANCHOR	
SPARK WIRE POLE	
TELEPHONE PEDESTAL	
ELECTRICAL OUTLET	
MAIL BOX	
BACKFLOW	
WATER VALVE	
DELINEATOR POST	
COLUMN	
BOLLARD	
PULL BOX	
IRON COLUMN	
SERVICE CABINET	
LIGHT POLE	
POST	
POWER POLE WITH TRANSFORMER	
WATER VALVE COVER	
VALVE COVER	
WATER FACET	
PUMP (NON PETROLEUM)	
MANHOLE STORM WATER	
MANHOLE	
PEDESTRIAN SIGNAL	

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	63.43'	N47°36'53"E
L2	4.42'	S47°39'36"W

PARCEL CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	C/NORD BEARING	CHORD LENGTH
C1	59.43'	75.00'	45°24'08"	S08°06'46"W	57.89'
C2	60.55'	125.00'	27°45'07"	S28°27'51"E	59.95'



0 40 80 160

SCALE: 1" = 80'

THIS IS NOT A SURVEY



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SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:

REVISION:

BY:

OFFICE

KM

DATE:

01/23/2023

JOB: RUSSELL ROAD (3)

CHECKED

RK

DWG: PARCEL 320

SHEET 2 OF 2

Exhibit “C”

PUBLIC DISCLOSURE AFFIDAVIT

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent **CLAY ELECTRIC COOPERATIVE, INC.**, in the capacity of _____; and my full name and address is _____; and **CLAY ELECTRIC COOPERATIVE, INC.**, holds legal title to the real estate described in Attachment A to this affidavit; and (select appropriate option)

- ☐ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on Attachment B to this affidavit.
- ☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
- ☐ The above-named trust is a trust created at least three years prior to _____. Said trust is exempt from disclosure pursuant to Section 286.23(b), Florida Statutes. As trustee for said trust, I hereby certify, under penalty of perjury, that no public officer or employee has any beneficial interest in said trust. Further, I have disclosed on Attachment B to this affidavit all changes to the trust instruments and to persons having a beneficial interest in said trust that occurred during the three years prior to the above date. I further certify that this disclosure has been made within 48 hours of the deposit of money into the registry of the court.

_____, Affiant

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2024, by _____ as _____ of **CLAY ELECTRIC COOPERATIVE, INC.** He/she is () personally known to me or who () produced _____ as identification.

(Notary Seal)

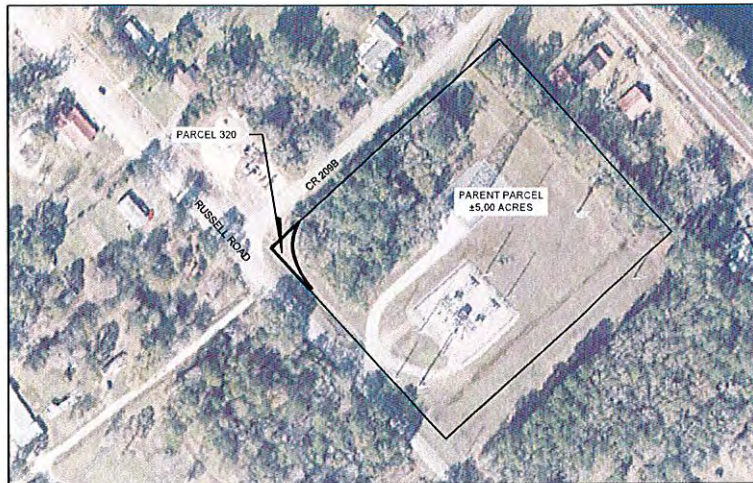
Notary Public
Print Name: _____
My Commission Expires: _____

ATTACHMENT A

LEGAL DESCRIPTION

PARCEL 320

A PORTION OF LAND LYING IN PARCEL ID: 46-05-26-010224-000-00
CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF PARCEL ID: 46-05-26-010224-000-00 OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF SAID PARCEL ID: 46-05-26-010224-000-00 LOCATED AT THE INTERSECTION OF NORTHEASTERLY EXISTING RIGHT OF WAY OF RUSSELL ROAD (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7153-150); AND THE SOUTHEASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 209B (A 70.00 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71513-2601); THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE NORTH 47°36'53" EAST A DISTANCE OF 83.43 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 75.00 FEET; THENCE THROUGH AN ANGLE OF 45°24'08", AN ARC DISTANCE OF 59.43 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08°06'46" WEST, 57.89 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 125.00 FEET, THENCE THROUGH AN ANGLE OF 27°45'07", AN ARC DISTANCE OF 60.55 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 28°27'51" EAST, 59.85 FEET TO A NON-TANGENT LINE; THENCE SOUTH 47°39'36" WEST A DISTANCE OF 4.42 FEET TO THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID RUSSELL ROAD; THENCE ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 42°20'24" WEST A DISTANCE OF 95.01 FEET TO THE POINT OF BEGINNING.

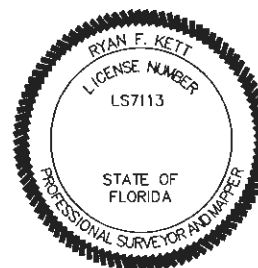
PARCEL CONTAINING 1,817 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2022 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORD BOOK 58 PAGE 98
 - FDOT SECTION NO. 7153-150
 - FDOT SECTION NO. 71513-2601
 ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- ALL COORDINATES AND BEARINGS SHOWN HEREON ARE GRID, BASED ON THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, LAMBERT PROJECTION, NORTH AMERICAN DATUM 1983/2011, U.S. SURVEY FOOT, DERIVED BY UTILIZING CONTROL POINTS SET AND FOUND BY WGI USING RAPID-STATIC GLOBAL POSITIONING SYSTEM (RSGPS) SESSIONS WHILE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS BASE STATIONS. BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 42°20'24" WEST ON THE NORTH RIGHT OF WAY LINE OF RUSSELL ROAD.

PREPARED FOR/ CERTIFIED TO:

CLAY COUNTY



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

Ryan Kett Date: 2023.02.08
14:36:13 -05'00'
BY: RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7113

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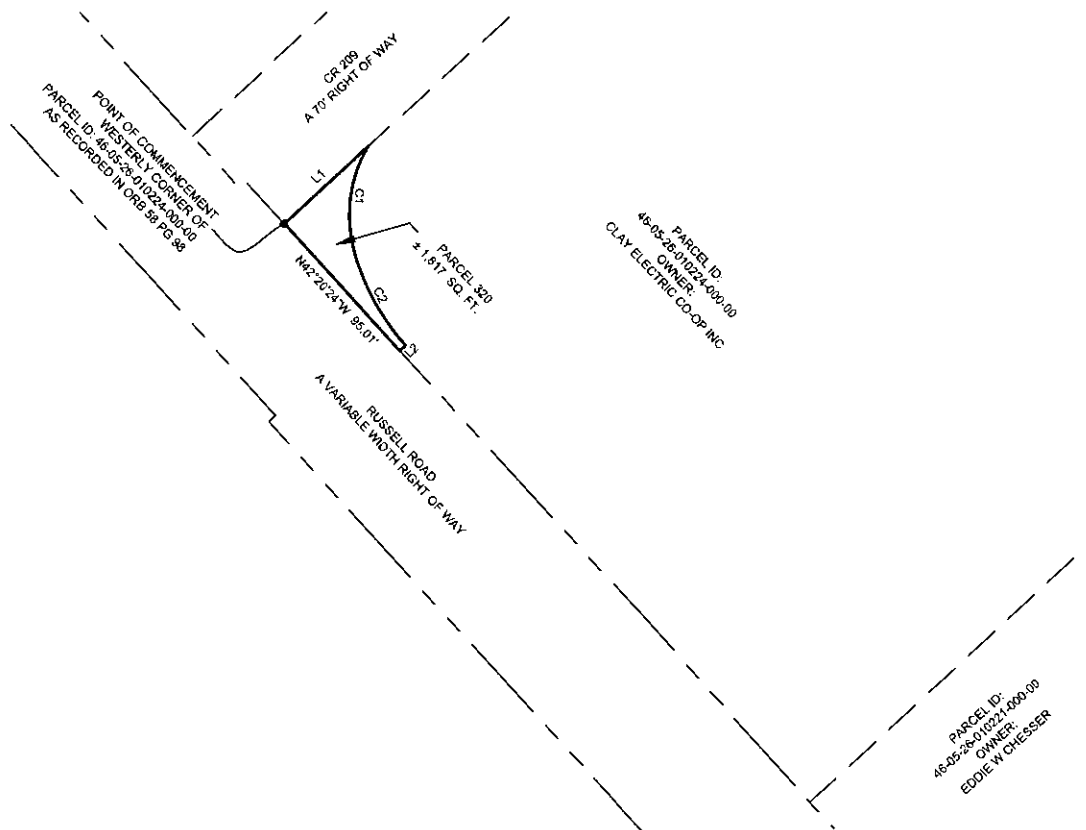
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AND SKETCH OR THE
COPIES THEREOF ARE
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THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:	REVISION:			BY:
OFFICE	KM	DATE:	01/23/2023	JOB RUSSELL ROAD (3)
CHECKED	RK	DWG	PARCEL 320	SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL 320

A PORTION OF LAND LYING IN PARCEL ID: 46-05-26-010224-000-00
CLAY COUNTY, FLORIDA



LEGEND

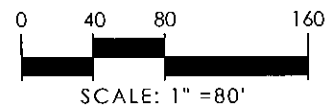
TREE
FLAG POLE
FIRE HYDRANT
PALM TREE
POWER POLE
SIGN
WATER METER
FENCE
STORM LINE
GLY ANCHOR
SPAN WIRE POLE
TELEPHONE PEDESTAL
ELECTRICAL OUTLET
MAIL BOX
BACKFLOW
WATER VALVE
DEJURATOR PORT
COLUMN
BOLLARD
PULL BOX
SIGN COLUMN
SERVICE CABINET
LIGHT POLE
POST
POWER POLE W/ TRANSFORMER
WATER VALVE COVER

VALVE COVER
WATER FAUCET
PUMP (NON-PETROLEUM)
WASHING STORM WATER
MANHOLE
PEDESTRIAN SIGNAL

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PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	63.43'	N47°36'53"E
L2	4.42'	S47°39'36"W

PARCEL CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
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DATE:

REVISION:

BY:

OFFICE

KM

DATE:

01/23/2023

JOB: RUSSELL ROAD (3)

CHECKED

RK

DWG: PARCEL 320

SHEET 2 OF 2

ATTACHMENT B



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE: 2/27/2024

FROM: Edward Lehman, Planning
Director

SUBJECT: This proposed change reduces the zoning districts that allow for land clearing debris off-site disposal facility as a conditional use and clarifies that the disposal is for off-site debris only.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Land clearing debris is already allowed as a temporary ancillary use if the land clearing is done on-site. However, the conditions tied to the conditional use are clearly meant for those facilities that are developed to handle off-site disposal (such as the one on Powerline Road). This use is incompatible with many of the uses allowed in these zoning districts and should not be allowed as a conditional use.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Staff memo	Cover Memo	2/29/2024	Staff_memo_off_site_debris_disposal.ADA.pdf
▣ Draft ordinance	Ordinance	2/29/2024	Ordinance_(draft)_ZON-24--2-12-24-_Land_Debris_final_A.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	3/5/2024 - 4:04 PM	Item Pushed to Agenda



**Department of Economic
and Development Services**

Memorandum

To: Planning Commission
From: Edward Lehman, Director of Planning and Zoning
Date: February 26, 2024
Re: Land Development Code Change ZON24-0003: Reducing the Number of Zoning Districts
in Which Land Clearing Debris Disposal Facilities are Allowed as a Conditional Use.

INTRODUCTION

This is a County-sponsored amendment to the Land Development Code to limit the zoning districts in which land clearing disposal facilities are allowed. Furthermore, the conditional use is clarified to add off-site to the title of the conditional use to distinguish between those facilities that collect debris from other sites (such as the one on Power Line Road) and the temporary debris removal on individual sites that is allowed as a general ancillary result of clearing a site.

DISCUSSION:

Land clearing debris disposal facilities are currently allowed in several zoning districts where the use is inappropriate and incompatible with the other uses allowed in those zoning districts. It should be noted that land clearing debris disposal facilities are those uses where the user collects land debris from other sites for disposal on his property.

Staff proposes that off-site disposal facilities continue to be allowed as a conditional use in the following zoning districts:

- Agricultural (AG)
- Industrial Select (IS)
- Light Industrial (IA)
- Heavy Industrial (IB)
- Planned Industrial (PID)
- Public Ownership (PO-3, PO-4)
- Private Services (PS-2)
- Excavation (EX)

Staff proposes that these facilities no longer be allowed as conditional uses in the following zoning districts:

- Agricultural/Residential (AR)
- Country Estates (AR-1)
- Rural Estates (AR-2)
- Commercial and Professional Office (BA-2)
- Light Neighborhood Business (BA-1)
- Neighborhood Business (BA)
- Intermediate Business (BB)
- Light Intermediate Business (BB-1)
- Community Business (BB-2)
- Specialty Business (BB-3)
- Heavy Business (BB-4)
- Commercial Recreation (BB-5)
- Shopping Center (BSC)
- Business Park (BP)
- Planned Commercial Development (PCD)
- Planned Unit Development (PUD)
- Public Ownership (PO-1, PO-2)
- Private Services (PS-1, PS-3, PS-4, PS-5)

RECOMMENDATION:

Staff recommends that the Land Development Code be amended to clarify that the types of land debris clearing facilities are subject to conditional use and to limit the zoning districts in which off-site facilities are allowed.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, BEING THE CODIFICATION OF ORDINANCE NO. 93-16, AS SUBSEQUENTLY AMENDED, AND COMPRISING THE ZONING AND LAND USE PROVISIONS; BY AMENDING SECTION 3-5(ai) (AS PRESENTLY CODIFIED AND PRIOR TO BEING CHANGED TO SECTION 3-5(aj) BY SEPARATE ORDINANCE) TO ADD “OFF-SITE” TO THE NAME OF THE “LAND CLEARING DEBRIS DISPOSAL FACILITY” CONDITIONAL USE; TO REVISE THE SITING CRITERIA IN SUBSECTION (8); AND TO REVISE THE RESIDENTIAL BUFFERING IN SUBSECTION (9); BY AMENDING THE FOLLOWING ZONING DISTRICTS TO ADD “OFF-SITE” TO THE NAME OF THE LAND CLEARING DEBRIS DISPOSAL FACILITY CONDITIONAL USE: SECTION 3-12(c)(24) AGRICULTURAL DISTRICT (ZONE AG), SECTION 3-28(c)(3) INDUSTRIAL SELECT (ZONE IS), SECTION 3-29(c)(4) LIGHT INDUSTRIAL (ZONE IA), SECTION 3-30(c)(5) HEAVY INDUSTRIAL ZONE (ZONE IB), SECTION 3-32(L)(1) PLANNED INDUSTRIAL DEVELOPMENT DISTRICT (ZONE PID), SECTION 3-36(c)(4) PUBLIC OWNERSHIP (ZONE PO-3), SECTION 3-37(c)(4) PUBLIC OWNERSHIP (ZONE PO-4), SECTION 3-39(c)(6) PRIVATE SERVICES (ZONE PS-2), AND SECTION 3-42(d)(3) EXCAVATION ZONE (EX); BY AMENDING THE FOLLOWING ZONING DISTRICTS TO REMOVE LAND CLEARING DEBRIS DISPOSAL FACILITY FROM THE LIST OF CONDITIONAL USES AND TO THEREAFTER RENUMBER ANY REMAINING CONDITIONAL USES: SECTION 3-13(c)(17) AGRICULTURAL/RESIDENTIAL DISTRICT (AR), SECTION 3-14(c)(8) COUNTRY ESTATES DISTRICT (AR-1), SECTION 3-15(c)(8) RURAL ESTATES DISTRICT (ZONE AR-2), SECTION 3-22(c)(3) COMMERCIAL AND PROFESSIONAL OFFICE DISTRICT (ZONE BA-2), SECTION 3-23(c)(3) LIGHT NEIGHBORHOOD BUSINESS DISTRICT (ZONE BA-1), SECTION 3-24(d)(6) NEIGHBORHOOD BUSINESS DISTRICT (ZONE BA), SECTION 3-25(c)(14) INTERMEDIATE BUSINESS DISTRICT (ZONE BB), SECTION 3-26(c)(7) LIGHT INTERMEDIATE BUSINESS DISTRICT (ZONE BB-1), SECTION 3-26.1(c)(7) COMMUNITY BUSINESS DISTRICT (ZONE BB-2), SECTION 3-26.2(c)(3) SPECIALTY BUSINESS DISTRICT ZONE (ZONE BB-3), SECTION 3-26.3(c)(4) HEAVY BUSINESS DISTRICT (ZONE BB-4), SECTION 3-26.4(c)(8) COMMERCIAL RECREATION DISTRICT (ZONE BB-5), SECTION 3-27(c)(4) SHOPPING CENTER DISTRICT (ZONE BSC), SECTION 3-30.1(e)(2) BUSINESS PARK (ZONE BP), SECTION 3-31(l)(1) PLANNED COMMERCIAL DEVELOPMENT DISTRICT (ZONE PCD), SECTION 3-

33(m)(1) PLANNED UNIT DEVELOPMENT (ZONE PUD), SECTION 3-34(c)(3) PUBLIC OWNERSHIP (ZONE PO-1), SECTION 3-35(c)(3) PUBLIC OWNERSHIP (ZONE PO-2), SECTION 3-38(c)(4) PRIVATE SERVICES (ZONE PS-1), SECTION 3-40(c)(1)(iii) PRIVATE SERVICES (ZONE PS-3), SECTION 3-41(c)(3) PRIVATE SERVICES (ZONE PS-4), AND SECTION 3-41.1(e)(2) PRIVATE SERVICES (ZONE PS-5); PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board adopted Ordinance 1993-16, as amended, which created Article III of the Clay County Land Development Code being the Zoning and Land Use Development Regulations; and,

WHEREAS, the Board desires to amend certain provisions in Article III of the Clay County Land Development Code as provided below.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. As used herein, the term “Article III” shall mean and refer to Article III of the Clay County Land Development Code, (the Code), being the codification of Ordinance No. 93-16 and comprising the Zoning and Land Use provisions of the Code.

Section 2. Subsection 3-5(ai) (as presently codified and prior to being changed to section 3-5(aj)) is hereby amended to add “off-site” to the name of the conditional use. as follows:

(aj) *Land Clearing Debris Off-Site Disposal Facility*

Section 3. Subsection 3-5(ai)(8) (as presently codified and prior to being changed to section 3-5(aj)) is hereby amended to revise the Siting criteria as follows:

(8) Siting Criteria:

	<u>Land Use</u>	<u>Site Size</u>	<u>Road Functional Classification</u>
(i)	Agricultural	No Limit	No Minimum
(ii)	Commercial	No Limit	No Minimum
(iv)	Mining	No Limit	No Minimum
(ivii)	Industrial	No Limit	No Minimum
(v)	Agricultural/Residential	under five acres	No Minimum
		over five acres	Major Collector
(vi)	Rural Residential	under one acre	No Minimum
		over one acre	Major Collector
(vii)	Rural Fringe	under one acre	No Minimum
		over one acre	Major Collector
(viii)	Urban Fringe	under 0.5 acres	No Minimum
		over 0.5 acres	Major Collector

~~(ix) Urban Core (10) under 0.5 acres No Minimum~~
~~over 0.5 acres Major Collector~~

Section 4. Subsection 3-5(ai)(9) (as presently codified and prior to being changed to section 3-5(aj)) is hereby amended to revise the residential buffering requirements as follows:

- (9) Disposal Facilities which are adjacent to residential land use categories ~~and over one acre in size shall be buffered as follows:~~
 - ~~(i) If the toe of the slope or the top of the bank is within 50 feet of the property line the buffer shall be with~~ a 6 foot opaque fence and 50 feet of existing vegetation or landscaping.
 - ~~(ii) If the toe of the slope or the top of the bank is more than 50 feet from the property line, 50 feet of existing vegetation shall be maintained. (Amended 6/98 Ord. 98-27)~~

Section 5. Subsection 3-12(c)(24) is hereby amended to add “off-site” to the name of the Land Clearing Debris Disposal Facility conditional use in the Agricultural District (Zone AG) zoning district as follows:

- (24) Land Clearing Debris Off-Site Disposal Facility ~~(Amended 6/98 Ord. 98-27)~~

Section 6. Subsection 3-28(c)(3) is hereby amended to add “off-site” to the name of the Land Clearing Debris Disposal Facility conditional use in the Industrial Select (Zone IS) zoning district as follows:

- (3) Land Clearing Debris Off-Site Disposal Facility ~~(Amended 6/98 Ord. 98-27)~~

Section 7. Subsection 3-29(c)(4) is hereby amended to add “off-site” to the name of the Land Clearing Debris Disposal Facility conditional use in the Light Industrial (Zone IA) zoning district as follows:

- (4) Land Clearing Debris Off-Site Disposal Facility ~~(Amended 6/98 Ord. 98-27)~~

Section 8. Subsection 3-30(c)(5) is hereby amended to add “off-site” to the name of the Land Clearing Debris Disposal Facility conditional use in the Heavy Industrial (Zone IB) zoning district as follows:

- (5) Land Clearing Debris Off-Site Disposal Facility ~~(Amended 6/98 Ord. 98-27)~~

Section 9. Subsection 3-32(l)(1) is hereby amended to add “off-site” to the name of the Land Clearing Debris Disposal Facility conditional use in the Planned Industrial Development District (Zone PID) zoning district as follows:

- (1) Land Clearing Debris Off-Site Disposal Facility ~~(Amended 6/98 Ord. 98-27)~~

Section 10. Subsection 3-36(c)(4) is hereby amended to add “off-site” to the name of the Land Clearing Debris Disposal Facility conditional use in the Public Ownership (Zone PO-3) zoning district as follows:

(4) Land Clearing Debris Off-Site Disposal Facility permitted only in Agricultural, ~~Commercial~~, Mining, and Industrial ~~Agricultural/Residential~~ land use categories.
(~~Amended 6/98 — Ord. 98-27~~)

Section 11. Subsection 3-37(c)(4) is hereby amended to add “off-site” to the name of the Land Clearing Debris Disposal Facility conditional use in the Public Ownership (Zone PO-4) zoning district as follows:

(4) Land Clearing Debris Off-Site Disposal Facility permitted only in Agricultural, ~~Commercial~~, Mining, and Industrial ~~Agricultural/Residential~~ land use categories.
(~~Amended 6/98 — Ord. 98-27~~)

Section 12. Subsection 3-39(c)(6) is hereby amended to add “off-site” to the name of the Land Clearing Debris Disposal Facility conditional use in the Private Services (Zone PS-2) zoning district as follows:

(6) Land Clearing Debris Off-Site Disposal Facility permitted only in Agricultural, ~~Commercial~~, Mining, and Industrial ~~Agricultural/Residential~~ land use categories.

Section 13. Subsection 3-42(d)(3) is hereby amended to add “off-site” to the name of the Land Clearing Debris Disposal Facility conditional use in the Excavation (Zone EX) zoning district as follows:

(3) Land Clearing Debris Off-Site Disposal Facility (~~Amended 6/98 — Ord. 98-27~~)

Section 14. Subsection 3-13(c)(17) is hereby amended to remove the following Conditional Use in the Agricultural/Residential District (AR) zoning district and renumber the remaining conditional uses accordingly:

...

(17) ~~Land Clearing Debris Disposal Facility (Amended 6/98 — Ord. 98-27)~~

Section 15. Subsection 3-14(c)(8) is hereby amended to remove the following Conditional Use in the Country Estates District (AR-1) zoning district and renumber the remaining conditional uses accordingly:

(8) ~~Land Clearing Debris Disposal Facility (Amended 6/98 — Ord. 98-27)~~

Section 16. Subsection 3-15(c)(8) is hereby amended to remove the following Conditional Use in the Rural Estates District (Zone AR-2) zoning district and renumber the remaining conditional uses accordingly:

~~(8) — Land Clearing Debris Disposal Facility (Amended 6/98 — Ord. 98-27)~~

Section 17. Subsection 3-22(c)(3) is hereby amended to remove the following Conditional Use in the Commercial and Professional Office District (Zone BA-2) zoning district and renumber the remaining conditional uses accordingly:

~~(3) — Land Clearing Debris Disposal Facility (Amended 6/98 — Ord. 98-27)~~

Section 18. Subsection 3-23(c)(3) is hereby amended to remove the following Conditional Use in the Light Neighborhood Business District (Zone BA-1) zoning district and renumber the remaining conditional uses accordingly:

~~(3) — Land Clearing Debris Disposal Facility (Amended 6/98 — Ord. 98-27)~~

Section 19. Subsection 3-24(d)(6) is hereby amended to remove the following Conditional Use in the Neighborhood Business District (Zone BA) zoning district and renumber the remaining conditional uses accordingly:

~~(6) — Land Clearing Debris Disposal Facility (Amended 6/98 — Ord. 98-27)~~

Section 20. Subsection 3-25(c)(14) is hereby amended to remove the following Conditional Use in the Intermediate Business District (Zone BB) zoning district and renumber the remaining conditional uses accordingly:

~~(14) — Land Clearing Debris Disposal Facility (Amended 6/98 — Ord. 98-27)~~

Section 21. Subsection 3-26(c)(7) is hereby amended to remove the following Conditional Use in the Light Intermediate Business District (Zone BB-1) zoning district and renumber the remaining conditional uses accordingly:

~~(7) — Land Clearing Debris Disposal Facility (Amended 6/98 — Ord. 98-27)~~

Section 22. Subsection 3-26.1(c)(7) is hereby amended to remove the following Conditional Use in the Community Business District (Zone BB-2) zoning district and renumber the remaining conditional uses accordingly:

~~(7) — Land Clearing Debris Disposal Facility.~~

Section 23. Subsection 3-26.2(c)(3) is hereby amended to remove the following Conditional Use in the Specialty Business District Zone (Zone BB-3) zoning district and renumber the remaining conditional uses accordingly:

~~(3) — Land Clearing Debris Disposal Facility.~~

Section 24. Subsection 3-26.3(c)(4) is hereby amended to remove the following Conditional Use in the Heavy Business District (Zone BB-4) zoning district and renumber the remaining conditional uses accordingly:

~~(4) — Land Clearing Debris Disposal Facility.~~

Section 25. Subsection 3-26.4(c)(8) is hereby amended to remove the following Conditional Use in the Commercial Recreation District (Zone BB-5) zoning district and renumber the remaining conditional uses accordingly:

~~(8) — Land Clearing Debris Disposal Facility.~~

Section 26. Subsection 3-27(c)(4) is hereby amended to remove the following Conditional Use in the Shopping Center District (Zone BSC) zoning district as follows:

~~(4) — Land Clearing Debris Disposal Facility (Amended 6/98 — Ord. 98-27)~~

Section 27. Subsection 3-30.1(e)(2) is hereby amended to strike the following Conditional Use in the Business Park (Zone BP) zoning district and renumber the remaining conditional uses accordingly:

~~(2) — Land clearing debris disposal facilities (temporary).~~

Section 28. Subsection 3-31(l)(1) is hereby amended to remove the following Conditional Use in the Planned Commercial District (Zone PCD) zoning district and renumber the remaining conditional uses accordingly:

~~(1) — Land Clearing Debris Disposal Facility.~~

Section 29. Subsection 3-33(m)(1) is hereby amended to remove the following Conditional Use in the Planned Unit Development (Zone PUD) zoning district and renumber the remaining conditional uses accordingly:

~~(1) — Land Clearing Debris Disposal Facility. (Amended 6/98 — Ord. 98-27)~~

Section 30. Subsection 3-34(c)(3) is hereby amended to strike the following Conditional Use in the Public Ownership (Zone PO-1) zoning district and renumber the remaining conditional uses accordingly:

~~(3) Land Clearing Debris Disposal Facility permitted only in Agricultural, Commercial, Mining, and Agricultural/Residential land use categories.~~

Section 31. Subsection 3-35(c)(3) is hereby amended to remove the following Conditional Use in the Public Ownership (Zone PO-2) zoning district and renumber the remaining conditional uses accordingly:

~~(3) Land Clearing Debris Disposal Facility permitted only in Agricultural, Commercial, Mining, and Agricultural/Residential land use categories. (Amended 6/98 Ord. 98-27)~~

Section 32. Subsection 3-38(c)(1) is hereby amended to remove the following Conditional Use in the Private Services (Zone PS-1) zoning district and renumber the remaining conditional use accordingly:

~~(1) Land Clearing Debris Disposal Facility permitted only in Agricultural, Commercial, Mining, and Agricultural/Residential land use categories. (Amended 6/98 Ord. 9827)~~

Section 33. Subsection 3-40(c)(1)(iii) is hereby amended to remove the following Conditional Use in the Private Services (Zone PS-3) zoning district and renumber the remaining conditional uses accordingly:

~~(iii) Land Clearing Debris Disposal Facility permitted only in Agricultural, Commercial, Mining, and Agricultural/Residential land use categories. (Amended 6/98 Ord. 98-27)~~

Section 34. Subsection 3-41(c)(3) is hereby amended to remove the following Conditional Use in the Private Services (Zone PS-4) zoning district and renumber the remaining conditional uses accordingly:

~~(3) Land Clearing Debris Disposal Facility permitted only in Agricultural, Commercial, Mining, and Agricultural/Residential land use categories. (Amended 6/98 Ord. 9827)~~

Section 35. Subsection 3-41.1(e)(2) is hereby amended to remove the following Conditional Use in the Private Services (Zone PS-5) zoning district and renumber the remaining conditional uses accordingly:

~~(2) Land Clearing Debris Disposal Facility permitted only in Agricultural, Commercial, Mining, and Agricultural/Residential land use categories. (Amended 6/98 - Ord. 9827)~~

Section 36. 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 37. This Ordinance shall take effect as provided by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Jim Renninger, Its Chairman

ATTEST:

By: _____
Tara S. Green,
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: BCC

DATE: 2/28/2024

FROM: Teresa Capo

SUBJECT: As provided for in Section 12-10(1)(e) of the Land Development Code, the Southeast Clay Citizens Advisory Committee wishes to proceed with the formation of its Committee and with the appointment of up to 6 members to serve on the Committee.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ LDC_Section_12-10(1)(e)ada.pdf	Backup Material	2/28/2024	LDC_Section_12-10(1)(e)ada_(1).pdf
▣ Anderson Application	Backup Material	3/6/2024	Anderson_Applicationada.pdf
▣ Blanco Application	Backup Material	3/6/2024	Blanco_Applicationada.pdf
▣ Dean Application	Backup Material	3/6/2024	Dean_Applicationada.pdf
▣ Hartzog Application	Backup Material	3/6/2024	Hartzog_Applicationada.pdf
▣ Marcyes Application	Backup Material	3/6/2024	Marcyes_Applicationada.pdf
▣ Reape Application	Backup Material	3/6/2024	Reape_Applicationada-1.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	2/28/2024 - 2:28 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	2/28/2024 - 6:04 PM	AnswerNotes

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7. The notice shall state that interested parties may appear at the meetings and be heard with respect to the proposed variance.
- (b) Signage – The applicant, at his cost, shall post signs on the property in which the variance is requested with said sign(s) being posted not less than twenty-one days in advance of the date of the public hearing by the Board of Adjustment. All required signage shall adhere to the requirements in this section for signage. Said sign, or signs shall be maintained by the applicant and be legible until final determination has been made by the Board of Adjustment.
- (7) **Review Process** – All requests for a variance shall adhere to the following review process.
- (a) County Staff – For all requests for a variance to a provision within this code, the staff shall prepare and furnish to the Board of Adjustment a report, which addresses the need for the variance and how the variance adheres to the requirements established in this article. All requests for variances shall initially be determined by the county to be consistent with this code.
- (b) Board of Adjustment – After review by the staff and proper public notification in accordance with the requirements established in this section, the Board of Adjustment shall conduct a public hearing on the requested variance in accordance with the procedures established in this article for a quasi-judicial hearing. After the close of the public hearing, the Board of Adjustment shall act upon the variance in one of the following manners:
1. Approve the variance;
 2. Approve the variance with modifications; or,
 3. Disapprove the variance.
- (8) **Limitations on Variance Request** – Any matter considered by the Board of Adjustment shall not be reheard within twelve months after the date of the decision on the matter unless the zoning director determines that there has been a substantial change in the facts from those in the original application. A new application and filing fee shall be required each time a matter is considered by the Board of Adjustment.

Sec. 12-10. AMENDMENTS TO THE COMPREHENSIVE PLAN

Amendments to the Comprehensive Plan shall be in accordance with the procedures outlined in this section. Corrections, updates, or modifications of current costs, which are set out as a part of the Comprehensive Plan shall not be deemed as amendments.

- (1) **Definitions.** As used in this section the following terms shall have the meanings attributed thereto unless the context clearly indicates a different meaning:
- (a) Administrative Head of the LPA. The administrative head of the LPA shall, as referred to in this document, mean the Director of the Planning and Zoning Division.

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- (b) Amendments. Any change in the map or text of the Plan adopted in accordance with the procedures outlined in this manual and in accordance with procedures outlined in Sections 163.3184 and 163.3187, Florida Statutes. Corrections, updates or modifications of current costs which are set out as part of the Plan shall not be deemed to be amendments.
- (c) Board. As referenced herein the Board shall mean the Board of County Commissioners of Clay County.
- (d) Capital Improvement. The physical assets constructed or purchased to provide, improve, or replace a public facility and which are typically large scale and high in cost. The cost of a capital improvement is generally nonrecurring and may require multiyear financing. For the purpose of this section, physical assets that have been identified as existing or projected needs in the individual comprehensive plan elements shall be considered capital improvements (163.3164(7) F.S.).
- (e) Citizen Advisory Committees (CAC). Committees comprised of interested citizens which review and comment on planning related issues within the County. There are seven committees; one for each planning district.
- (f) Clay County Comprehensive Plan or Plan. The Comprehensive Plan entitled Clay County 2025 Comprehensive Plan developed to meet the requirements of the Growth Management Act of 1985, as amended, Chapter 163, Florida Statutes. The Plan was originally adopted by the Board of County Commissioners on January 23, 1992, by Ordinance No. 92-03.
- (g) Community. An area which is clearly recognizable as having an existing, homogeneous and distinct character distinguishable from adjacent land outside its boundary.
- (h) Development of Regional Impact (DRI). A development which, because of its scope and size, impacts more than one County and which is required to meet State as well Local Government approvals prior to issuance of any development permits.
- (i) Downtown Revitalization. The physical and economic renewal of a central business district of a community as designated by local government, and includes both downtown development and redevelopment (163.3164(17), F.S.).
- (j) Florida Quality Development (FQD). A development which, because of its scope and size, impacts more than one County and which is required to meet State approval prior to issuance of any development permits. Criteria for approval is more stringent than a DRI review.
- (k) In Compliance. Consistent with the requirements of ss. 163.3177, 163.3178, 163.3180, 163.3191, 163.3245, and 163.3248, F.S., with the appropriate strategic regional policy

plan, with the principles for guiding development in designated areas of critical state concern, and with part III of ch. 369, F.S., where applicable (163.3184(1)(b), F.S.).

- (l) Intensity. An objective measurement of the extent to which land may be developed or used, including the consumption or use of the space above, on, or below ground; the measurement of the use of or demand on natural resources; and the measurement of the use of or demand on facilities and services (163.3164(22), F.S.).
- (m) Internal Trip Capture. Trips generated by a mixed-use project that travel from one on-site land use to another on-site land use without using the external road network (163.3164(23), F.S.).
- (n) Land. The earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land (163.3164(24), F.S.).
- (o) Level of Service. An indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility (163.3164(28), F.S.).
- (p) Local Planning Agency. The Local Planning Agency (LPA), otherwise referred to as Land Development Regulation Commission (163.3164(25) F.S.), shall, as referred to in this document, mean the Clay County Planning Commission. The role of the LPA in the process described in this document shall be as specified in 163.3174, F.S., which defines the term “Local Planning Agency;” and as otherwise specified in part II of Chapter 163, F.S. Generally, the role of the LPA in the plan amendment process shall include, but not be limited to the coordination and administration of the process on behalf of the governing body, to serve as the lead agency for evaluating and formulating a recommendation on all proposed amendments, and to initiate certain amendments to the comprehensive plan as provided for by law.
- (q) Northeast Florida Regional Council (NEFRC). The regional agency created pursuant to Chapter 186, F.S., responsible for planning in a seven county region of Northeast Florida.
- (r) Notice of Intent (NOI). The official notification from State Land Planning Agency determining if the amendments to the Comprehensive Plan are in compliance with the Local Government Comprehensive Planning Act.
- (s) Objective. A specific, measurable, intermediate end that is achievable and marks progress toward a goal.
- (t) Objections, Recommendations and Comments (ORC) Report. The official review report from State Land Planning Agency of amendments to the Comprehensive Plan. All objections must be addressed and meet with State Land Planning Agency’s approval prior to the amendments being found “In Compliance.”

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- (u) Public Facilities. Major capital improvements, including transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational facilities (163.3164(38) F.S.).
 - (v) Reviewing Agencies. The state land planning agency; the appropriate regional planning council; the appropriate water management district; the Department of Environmental Protection; the Department of State; the Department of Transportation; in the case of plan amendments relating to public schools, the Department of Education; in the case of plans or plan amendments that affect a military installation, the commanding officer of the affected military installation; and in the case of county plans and plan amendments, the Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services.
 - (w) Sector Plan. The process authorized by s. 163.3245, F.S., in which one or more local governments engage in long-term planning for a large area and address regional issues through adoption of detailed specific area plans within the planning area as a means of fostering innovative planning and development stratifies, furthering the purposes of s. 163.3164, F.S., and part I of Chapter 380, F.S., reducing overlapping data and analysis requirements, protecting regionally significant resources and facilities, and addressing extrajurisdictional impacts (163.3164(42), F.S.).
 - (x) Strategic Regional Policy Plan (SRPP). Developed by each Regional Planning Council, this plan is a long range guide for physical, economic and social development of a comprehensive planning district which identifies regional goals and policies.
 - (y) Urban Service Area. Areas identified in the comprehensive plan where public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are identified in the capital improvements element (163.3164(50), F.S.).

(2) The Plan Amendment Review Process.

- (a) Pre-application Conference. Pre-application conferences with the LPA staff are required for potential applicants to obtain information concerning the proper land use plan classifications and to avoid unnecessary petitioning for plan amendments.
- (b) The Plan Amendment Process.
 - 1. Expedited State Review Process (standard review process): All amendments except as provided in paragraph (2)(b)2 and (2)(b)3. This process requires minimum one (1) LPA public hearing and two (2) public hearings (a transmittal hearing and an adoption hearing before the Board of County Commissioners).
 - 2. State Coordinated Review Process: Plan amendments that are in an area of critical state concern (380.05, F.S.); a rural land stewardship area (163.3248, F.S.); a sector plan (163.3245, F.S.); or a comprehensive plan based on an evaluation and appraisal (163.3191, F.S.). This process requires minimum one (1) LPA public

hearing and two (2) public hearings (a transmittal hearing and an adoption hearing before the Board of County Commissioners).

3. Small Scale Amendment Process: Plan amendments that qualify as small-scale development amendments. This process requires minimum one (1) LPA Public hearing and one (1) public hearing (an adoption hearing before Board of County Commissioners). A small scale amendment may be adopted under the following conditions:
 - a. The proposed amendment involves a use of 10 acres or fewer;
 - b. The cumulative annual effect of the acreage for all small scale development amendments does not exceed a maximum of 120 acres in a calendar year; and
 - c. The proposed amendment does not involve a text change to the goals, objectives, and policies of the Plan, but only proposes a land use change to the future land use map for a site-specific small scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small scale future land use map amendment shall be permissible.
- (c) Application Submittal. Once a plan amendment proposal has been prepared, a completed application package including the applicable fees is required to be submitted. The applicant may also choose to concurrently submit an application for a re-zoning.
1. Plan Amendment Fees. The schedule of reasonable application and review fees to defray the costs associated with the processing of plan amendments is provided in Section 12-10(6). These fees cover staff time required for research, preparation, and/or other costs associated with processing of the plan amendment.
 2. Comprehensive Plan Amendment Form. An appropriate comprehensive plan amendment form shall be completed and be submitted with required attachments.
- (d) Sufficiency Review. Three (3) copies (one original and two additional copies) of an application and required attachments are required at the time of submittal. Alternatively, one original and one electronic copy of the application package may be accepted. An application will be deemed either “sufficient” or “insufficient” for processing within 3 business days after receipt. This is to ensure inclusion of all required information. Applicants will be requested to provide missing information within 1 week from the receipt of county planning staff’s notification, should an application be determined insufficient at this time.
- (e) Withdrawal of Petition. The requesting party (or authorized agent) may withdraw a request for a plan amendment at any time by filing a written notice thereof to the Administrative Head of the LPA staff. If the withdrawal of a proposed amendment occurs at any time after the Board has submitted said amendment to the State Land

Planning Agency for review, the Board shall provide notice of the withdrawal to the State Land Planning Agency.

- (f) LPA Staff Review. The LPA staff will study the proposed amendment area(s) for compliance and consistency with the Data and Analysis, and Goals, Objectives and Policies of the Plan, regulations implementing the Plan, and with professional planning principles and standards and will make recommendations to the LPA for approval, approval with amendment(s), or disapproval of the proposed amendment at the LPA public hearing required in Section 12-10(2)(h) below.
- (g) Optional Citizen Advisory Committees (CAC) Meetings. The LPA staff may meet with the appropriate CAC as part of the review of the proposed amendment. The CAC meeting will be advertised and open to the public. Additional meetings may be scheduled, if necessary.
- (h) LPA Public Hearing. At the LPA's public hearing conducted pursuant to s. 163.3174(4)(a), Florida Statutes, the LPA shall consider the public's input concerning the proposed amendment(s) and take action to concur with, amend or reverse the LPA staff's recommendation and state their reasons for concurrence with, amendment of, or reversal of staff's recommendation by simple majority. At this public hearing, the LPA staff shall present its findings and recommendations on its study of the plan amendment requests to the LPA. The LPA shall publish notice of the date, time, place, purpose of the public hearing, and the place or places within the County where the proposed plan amendment may be inspected by the public. The advertisement shall also advise that interested parties may appear at the meeting and be heard regarding the amendments to be considered for transmittal. The advertisement shall be published once in a newspaper of general circulation in the area not less than ten (10) days prior to the date of the hearing. The advertisement shall appear in a newspaper that is published at least five (5) days a week. To enhance public awareness and participation at the LPA public hearing, when plan amendments involving land use changes are to be considered, a sign or signs shall be posted on the property for which the proposed amendment is sought informing the public of the substance of the proposed action, indicating the date, time and place of the LPA public hearing and informing the public where additional information may be obtained. Said posting shall be accomplished at least fifteen (15) calendar days prior to the LPA public hearing. The use of factual information by the requesting party at the LPA public hearing, which is beyond the scope of either that submitted to the LPA staff at time of application, or received and accepted by the LPA staff subsequent to submittal of the plan amendment request, shall constitute grounds for continuance of the public hearing until such time as the LPA staff can analyze such information. Any continuance for this reason may result in delay of the amendment process. Copies of all documents and correspondence relative to the LPA's processing of, or recommendations regarding, a plan amendment shall be maintained in the offices of the LPA staff and made available for public review.
- (i) Board Transmittal Hearing (Not applicable to Small Scale Amendments). The Board shall, at a regularly scheduled meeting following the LPA public hearing hold the first public hearing which shall be the transmittal hearing on the proposed plan amendment.

The procedures for the transmittal hearing shall be the same as for the LPA public hearing [Section 12-10(5)(h)]. The first public hearing shall be held on a weekday at least seven (7) days after the day that the advertisement is published. The intention to hold and advertise a second public hearing at the adoption phase [Section 12-10(2)(l)] shall be announced at the first public hearing. The procedure for transmittal of a plan amendment shall require an affirmative vote of not less than a majority of the Board. Notice requirements for the first public hearing shall be as outlined in Section 12-10(3). The Board shall, within ten (10) days from the transmittal hearing, transmit the complete proposed plan amendment with appropriate supporting data and analysis to reviewing agencies and to any other unit of local government (agency), which has filed a written request with the Board, for written comment.

- (j) Agency Review. Within five (5) days of receipt of any comments including the Objections, Recommendations and Comments (ORC) Report from the State Land Planning Agency, the Chairman of the Board shall forward a copy to the Administrative Head of the LPA who shall provide the LPA with a copy of the report. Any comments or the ORC Report to the proposed plan amendment which are submitted by the reviewing agencies are public documents, a part of the permanent records in the matter, and admissible in any proceeding in which the Plan may be at issue.
- (k) Optional LPA/Board Workshop. Following the receipt of Reviewing Agency comments or the ORC Report, the Board may schedule a joint LPA/Board workshop concerning the proposed plan amendment(s). This meeting may be requested by LPA, Board, and/or the head of LPA staff, and shall be held prior to the Board adoption hearing. The ORC Report issued by the State Land Planning Agency that relates to the requesting party's amendment shall be responded to by the LPA staff. Staff shall notify the requesting party of the objection within three (3) working days of receipt of the ORC Report. The requesting party shall indicate whether the amendment will be withdrawn within five (5) working days of receipt of the notice of objection. If the amendment is not withdrawn, the requesting party shall formulate a response for presentation at the joint LPA/Board workshop outlined in this Section. The requesting party shall submit the proposed response to the LPA staff for review and recommendation at the workshop at least five (5) working days prior to the scheduled workshop. In case that a joint LPA/Board Workshop is not requested, after the LPA staff notifies the requesting party of the objection within three (3) working days of receipt of the ORC Report, the requesting party shall have maximum thirty (30) days to formulate a response and submit it to the LPA staff for review.
- (l) Board Adoption Hearing. The Board shall hold its second public hearing, which shall be a hearing on whether to adopt, adopt with changes, or determine not to adopt one or more comprehensive plan amendments. The second public hearing shall be held on a weekday at least five (5) days after the day that the advertisement is published. If the second hearing is not held within 180 days after receipt of agency comments or the ORC Report, the amendments shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. The 180-day limitation does not apply to

amendments processed pursuant to 380.06, F.S. For Small Scale Amendments, the Board may advertise a public hearing to adopt the amendment immediately after the LPA Public Hearing.

(3) Legal Advertisement and Notice for Public Hearings.

- (a) Format of Legal Advertisement for Public Hearings (Board Transmittal and Adoption Hearings). Except as provided below, the advertisement shall state the date, time, place of the meeting, the title or titles of the proposed plan amendments, the subject of the meeting, and the place or places within the County where the proposed plan amendment may be inspected by the public. The advertisement shall also advise that interested parties may appear at the meeting and be heard regarding the transmittal or adoption of the plan amendment. If the proposed plan amendment changes the permitted, conditional, or prohibited uses within a future land use category or changes the actual future land use map designation of a parcel or parcels of land, the required advertisements shall be no less than 2 columns by 10 inches in a standard size or tabloid newspaper and the headline in the advertisement shall be in a type no smaller than eighteen (18) point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published in a newspaper of general paid circulation in the County and of general interest and readership in the community, not one of limited subject matter, pursuant to Chapter 50. The advertisement shall appear in a newspaper that is published at least five (5) days a week. The advertisement shall be in the following form:

NOTICE OF CHANGE OF LAND USE

The Board of County Commissioners of Clay County,
Florida, proposes to change the use of land within the area
shown in the map in this advertisement.

A public hearing on the proposal will be held on
(date and time) at (meeting place)

The advertisement shall also contain a geographic location map which clearly indicates the area covered by the proposal. The map shall include major street names as a means of identification of the area.

- (b) Notice to Affected Property Owners. In addition to the notice requirements established in Section 12-10(3)(a) above, the following requirements shall apply:
1. If the Board initiates the Plan Amendments, at least thirty (30) days prior to the LPA public hearing, the Clerk of the Board shall notify by mail each real property owner whose land the Board may be directly changing, restricting, or limiting in the event of adoption of the proposed amendment and whose address is known by reference to the latest ad valorem tax records. Notice shall state the use, density, or intensity of the proposed amendment. The LPA staff shall provide the Clerk of the

Board with parcel numbers for property so affected. The notice shall state the substance of the proposed amendment as it affects the property owner and shall set a time and place for a public hearing on such proposed amendment. A copy of such notice shall be made available for public inspection at the office of the Clerk of the Board.

2. To enhance public awareness and participation in both of the Board public hearings, when plan amendments involving land use changes are to be considered, a sign or signs shall be posted on the property for which the proposed amendment is sought informing the public of the substance of the proposed action, indicating the date, time and place of the Board public hearing and informing the public where additional information may be obtained. Said posting shall be accomplished at least fifteen (15) calendar days prior to each of the Board public hearings.
3. Prior to official action by the Board to amend the Plan, notice of the proposed change shall be mailed to the applicable CAC Chairpersons and Vice Chairpersons and other community groups that have registered an interest with the LPA staff. The mailing shall include the date, time and place of the public hearings; a brief description of the purpose of the public hearing and the name, phone number and address of the individual who can best discuss the items to be considered. Written comments shall be encouraged and response forms provided. The mailing list shall include civic groups, business organizations, realtor and builder organizations as well as interested persons requesting inclusion.

(4) Transmittal of Adopted Copy to Review Agencies.

All adopted amendments, along with the supporting data and analysis, shall be transmitted within 10 days after the adoption hearing to the state land planning agency and any other agency or local government that provided timely comments. Transmittal of adopted small scale amendments to the state land planning agency and the regional planning council is recommended for record keeping purposes only.

(5) Response to Notice of Intent. The Board shall respond to the State Planning Agency's Notice of Intent as prescribed in Chapter 163.3184, F.S.

(6) Fee Schedule for Comprehensive Plan Amendments.

(a) Filing Fees for Application to Amend the Plan.

1. Fees shall be as provided in the Clay County Development Services Fee Schedule approved by BCC resolution as it may be amended from time to time.
2. Fees shall be due in full upon application for plan amendments. All fees assessed under the authority of this ordinance shall be collected by the Planning and Zoning Division for deposit in the Clay County Board of County Commissioners (CCBOCC).

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3. Fees collected for plan amendment applications shall be non-refundable upon receipt unless approved pursuant to the BCC resolution on Clay County Development Services Fee Schedule.
 4. In addition to the foregoing fees, all hearing and notice publications costs shall be paid by the requesting party. Notice and publication costs will be billed directly to the requesting party by the newspaper and must be paid prior to the applicable public hearing. If the advertisement includes any administrative amendment(s) being undertaken by the County as well as the changes proposed by the requesting party, the publication costs will be borne by the County. If the cost of such advertisement is greater than that necessitated by the administrative amendment(s) alone, the cost shall be paid by the requesting party, or if the advertisement includes two or more privately initiated plan amendments, the publication costs will be divided proportionally between the requesting parties.
- (b) Additional Review Fees. The County may retain or employ consultant who are knowledgeable in transportation and environmental analyses to assist the County in the review of the amendment application and in making recommendations to the Board on the proposed amendment prior to transmittal. The requesting party shall pay the reasonable cost for such consulting services. To secure payment, the applicant shall deposit with the County in the form of cash or surety bond an amount equal to the estimated cost for such consulting services. In the event the amount deposited is insufficient to cover the cost of consulting services, the requesting party shall be notified and shall within ten (10) working days of written notification from the County, deposit additional funds estimated to be sufficient to cover the consulting fees to be incurred. Failure to deposit the funds indicated within ten (10) working days shall cause the suspension of staff review. In all cases, any outstanding balance shall be paid in full prior to any action by the Board. Funds deposited in excess of the final cost of consulting services shall be refunded to the requesting party within ten (10) days of the Board transmittal hearing. If applicable, the staff response to the reviewing agency's comments that relate to a requesting party's amendment shall be subject to the fee for consulting services outlined above.
- (c) Sign Cost. If signs are required to be posted, payment shall be due upon receipt of the signs. The cost shall be as provided in the Planning and Zoning Division. The requesting party shall be responsible for posting and maintaining signs at the location(s) identified by the Planning and Zoning Division.
- (d) Hardship Exemption. The Board of County Commissioners may reduce or eliminate all or a portion of the fees identified above for hardship. Prior to the submittal to the LPA staff of an application to amend the Plan for which the requesting party is seeking a hardship exemption, the requesting party shall apply for the exemption with the LPA staff. The exemption application must be received thirty (30) days prior to the LPA public hearings identified in Section 12-10(2)(h). The LPA staff shall schedule a public hearing for the request of hardship exemption at a time certain before the Board within thirty (30) days of receipt of the request. The requesting party shall appear and

present the request. All fees not waived shall be due as for all like applications to amend the Plan.

Sec. 12-11. APPEALS FROM ADMINISTRATIVE DECISIONS

An appeal from an administrative decision and/or order shall be based on separate written reports prepared by each party or their agents, in the appeal. The reports shall succinctly describe each party's position regarding the issue before the Board. Each party's report shall be mailed to the Board of Adjustment and the party requesting the appeal at least ten days prior to the meeting at which the appeal will be discussed. Each party to the appeal will be afforded ample opportunity to debate their position in the appeal. The Chairman may, at his discretion, limit or eliminate discussion from persons other than the parties to the appeal and members of the Board of Adjustment.

- (1) **Review of Administrative Orders** – In exercising its power of Review of Administrative Orders, the Board of Adjustment may, upon appeal and in conformity with the provisions of this article, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination made by an administrative official in the enforcement of any regulation within this code. An affirmative vote of four of the members of the Board shall be necessary to reverse any order, requirement, decision, or determination of an administrative official or to decide in favor of an applicant on a matter upon which the Board has the authority to act.
- (2) **Appeals from decision of Administrative Official** – An appeal to the Board of Adjustment may be taken by any aggrieved person, Board, or any other department or agency of the county affected by any decision of an administrative official under any land development regulation enacted pursuant to this act. Such appeal shall be taken within thirty days after rendition of the order, requirement, decision or determination by filing with the zoning director a notice of appeal specifying the grounds for the appeal. Upon notification of the filing of the appeal, the county shall transmit to the Board of Adjustment all the documents, plans, papers, or other materials constituting the records upon which the appeal has been requested.
- (3) **Stay of Work** – An appeal to the Board of Adjustment stays all work on the premises and all proceedings to the action appealed from, unless the county staff shall certify to the Board of Adjustment that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings or work shall not be stayed except by a restraining order, which may be granted by the Board of Adjustment, but only after show of good cause.
- (4) **Judicial Review** – Any person(s) jointly or severally, aggrieved by any decision of the Board of Adjustment, or any officer, department, Board, commission, or governing body, may apply to the circuit court in the judicial circuit where the Board of Adjustment is located for judicial relief within thirty days of the decision by the Board of Adjustment. Review in the Circuit Court shall be either by a trial de novo, which shall be governed by the Florida Rules of Civil Procedure, or by petition for writ of certiorari, which shall be governed by the Florida Appellate Rules. The election of remedies shall lie with the appellant.
- (5) **Interpretations** – The Board of Adjustment is authorized to interpret the Zoning Atlas and to pass upon disputed questions of lot lines or district boundary lines and similar questions. An

From: [Clay County BCC](#)
To: [Teresa Capo](#); [Dawn Schull](#)
Subject: *NEW SUBMISSION* Citizen Application Form
Date: Wednesday, January 31, 2024 1:36:40 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Citizen Application Form

Submission #: 2972039
IP Address: [75.251.37.194](#)
Submission Date: 01/31/2024 1:36
Survey Time: 13 minutes, 2 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Read-Only Content

Your Information

Date and time:

01/31/2024 01:37 PM

Full name:

Mr Troy L. Anderson

Name of board/committee you are applying for:

GCS Citizen Advisory Committee

Full address:

1577 Shedd rd
11737 Central Parkway
Green Cove Springs, Florida 32043
United States

Number of years at this address:

21.5

Phone:

(904) 860-8666

Email:

t.andersonAutoTech@gmail.com

District you live in:

District 5

Voting status:

I am a registered voter.

Employer:

AirProDiagnostics

Work phone number:

(904) 717-7111 ext. 8666

Number of years at job:

4

Education**Please list all schools attended, years and degrees:**

Clay High, Orange Park High / HS diploma

Volunteer Work, Civic, Professional, and other Activities**List any volunteer service organizations, clubs or professional societies you are a member of or titles you have held:**

n/a

Have you ever served on a committee or advisory board? If so, give the details, including any positions held:

no

Reason for Serving**Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:**

Want to engage more in what is going on in the community I live in. Stay up to date and informed when changes that may impact our community negatively or positively are being debated or considered.

Miscellaneous**Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold:**

no

Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence:

no

References**List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners:**

Rob Burton 3360 US 17 904-910-1456 Rburton@garberautomall.com Barry Wise 904-334-0276 JWise@live.com
Josh Riddle 904-510-9187 Josh.R@airprodiag.com

Additional information and comments:**Read-Only Content**

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

NAME AND ADDRESS		DISTRICT	
[Name] JUAN M. BLANCO [Street Address] 192 CROSSWINDS DR. [City, ST ZIP Code] GCS, FL 32043	[District] [Number of Years Resided] HAVE RESIDED IN CLAY CO. FOR 30 YEARS 3 YEARS AT THIS ADDRESS		
PHONE AND EMAIL		EMPLOYER	
[Phone] 904 657 2204 (H) 904 710 7335 (C) [Email] N1855dl@yahoo.com	[Name] [Phone] [Position] [Number of Years]	Ret.	

VOTER INFORMATION	COMMITTEE INFO	SUMMARY OF WORK EXPERIENCE
Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	What Committee Are You Applying For? CITIZEN Advisory Committee	26 YEARS USN 11 YEARS Civil Service

EDUCATION		
SCHOOLS	YEARS	DEGREE
HIGH School ST. Johns	1 1/2	Diploma Accounting Certificate.

VOLUNTEER, CIVIC, PROFESSIONAL & OTHER ACTIVITIES

Please list any volunteer service organizations, clubs, or professional Societies that you are member of or titles you may have held. Please include committee and advisory boards.

ORGANIZATION/COMMITTEE	YEARS	POSITION
FLORIDA STATE College	6	Advisory Committee on Aviation Curriculum
FLORIDA Aero Club	20+	LAST 2 YEARS President
T&G Aero Inc.	25+	TREASURER JAN 2007 - Dec 2014
NAVY HURRICANE Hunter ASS.	20+	LAST 7 YEARS Vice President

REASONS FOR SERVING

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of the board/committee.

[Description] **To serve My Community Haller Air Park**

Explain why you want to serve on this board/committee, and include any particular potential contribution your selection would bring.

[Explanation] **I have been ASKed by T&G President & Vice President To be A Member of The Committee so THAT I CAN Report BACK To The T&G Board of ANY CHANGES That may Affect OUR Air Park**

MISCELLANEOUS

Potential Conflict of Interest: Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

[Explanation] **NONE**

MISCELLANEOUS Continued

Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

[Explanation] No

REFERENCES

List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners.

NAME	ADDRESS	TELEPHONE
BERNARD GLADE	1692 VILLAGE WAY O.P. 32073	904-699-3333
JAMES WESSEMAN	5404 AIRPARK LOOPE, GCS 32093	904-505-6314
BRIAN KRAUT	5256 AIRPARK LOOP W. GCS 32043	904-536-1780
DAVID DAGENAIS	8658 JEREMY DAVID CT. JAY 32244	904-571-8248

ADDITIONAL INFORMATION AND COMMENTS

[Comments]

By submitting this form, I declare the foregoing facts to be true, correct and complete.



Signature

8 Nov 2017

Date

From: [Clay County BCC](#)
To: [Teresa Capo](#); [Dawn Schull](#)
Subject: *NEW SUBMISSION* Citizen Application Form
Date: Saturday, February 3, 2024 4:18:42 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Citizen Application Form

Submission #: 2978878
IP Address: [172.59.64.178](#)
Submission Date: 02/03/2024 4:18
Survey Time: 12 minutes, 9 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Read-Only Content

Your Information

Date and time:

02/03/2024 03:45 PM

Full name:

Mr Duston G. Dean

Name of board/committee you are applying for:

Citizen advisory committee

Full address:

5592 dianthus st
Green Cove Springs, Florida 32043
USA

Number of years at this address:

3

Phone:

(904) 522-6888

Email:

ae1dean79@gmail.com

District you live in:

Green cove springs

Voting status:

I am a registered voter.

Employer:

Retired US Navy

Work phone number:

(904) 522-6888

Number of years at job:

22

Education

Please list all schools attended, years and degrees:

Jones Technical Institute: 2023-present

Volunteer Work, Civic, Professional, and other Activities

List any volunteer service organizations, clubs or professional societies you are a member of or titles you have held:

Clay County Cruzers

Have you ever served on a committee or advisory board? If so, give the details, including any positions held:

I have served on multiple committees and boards while in the US Navy. Promotion and awards boards as well as command climate committees.

Reason for Serving

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:

I have great people skills and can work through conflicting ideas and opinions. I have 20 years as a leader in the military and can look at problems through a rational and compassionate lens while not letting emotion take place of logical decisions. I'm an excellent problem solver.

Miscellaneous

Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold:

No.

Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence:

No

References

List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners:

Lethia H. Dean: 228-235-4039 Roger Tricker: 360-535-9790 Kevin Mott: 757-291-4783

Additional information and comments:

I love this area and green cove springs and would like to do my part to ensure that we grow in a direction that is beneficial to the town and its residents.

Read-Only Content

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: [Clay County BCC](#)
To: [Teresa Capo](#); [Dawn Schull](#)
Subject: *NEW SUBMISSION* Citizen Application Form
Date: Friday, February 23, 2024 12:15:06 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Citizen Application Form

Submission #: 3023388
IP Address: [107.72.178.21](#)
Submission Date: 02/23/2024 11:55
Survey Time: 39 minutes, 48 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Read-Only Content

Your Information

Date and time:

02/23/2024 12:00 AM

Full name:

Ms Sheryl L. Hartzog

Name of board/committee you are applying for:

GCS Citizen Advisory Council

Full address:

3739 County Rd 315
Green Cove Springs, FL 32043
Clay

Number of years at this address:

19

Phone:

(904) 868-8992

Email:

sherylhartzog@gmail.com

District you live in:

5

Voting status:

I am a registered voter.

Employer:

Suwannee River Economic Council

Work phone number:

(386) 362-0624

Number of years at job:

7

Education

Please list all schools attended, years and degrees:

Charles E Bennett GCS Jr High Clay High School Graduated

Volunteer Work, Civic, Professional, and other Activities

List any volunteer service organizations, clubs or professional societies you are a member of or titles you have held:

JP Hall Children Charity Clay County Fair Board Director 6 yrs CCTM Certified Community Transit Manager PASS
Passenger Assistance Sensitivity Securement Trainer

Have you ever served on a committee or advisory board? If so, give the details, including any positions held:

Yes Transportation Director for Clay Transit for 36 years handling the logistics setting up board meeting and attending. Sub committees with JTA on transportation needs for Clay County On Fair board as a Director of Marketing.

Reason for Serving

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:

In my previous job of 36 years as Transportation Director for Clay Transit Addressing the growth and need for transportation to individuals in Clay County. Work with CUTR to develop deviated bus routes throughout Clay County to connect rural areas with urban JTA. Planning strategies with the growth of Clay County Fair. Lived in Clay County all my life, raised 3 children. Concerned citizen about the future of Clay County in growth roadways and maintain area for wildlife.

Miscellaneous

Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold:

No

Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence:

No

References

List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners:

Tasha Hyder 2493 State Road 16 W Green Cove Springs Fl 32043 cell 904.553.4872 Kristen Burke 1835-3 East West Pkwy 904.264.3770 Jack Piccalo Virginia Lane Green Cove Springs Fl 32043 904.334.6117

Additional information and comments:

Read-Only Content

Thank you,
Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

1. Fill out the form below and click submit. The form will be sent to the person responsible for compiling applications.

2. Open the Adobe PDF document below, complete and click submit or download the file to your files, complete in Adobe Reader and submit as an attachment via email to Teresa.Capo@claycountygov.com or mail the form to:

Clay County BCC
Attention: Teresa Capo
PO Box 1366
Green Cove Springs, Florida 32043



Application in PDF format

Your Information

*** Date and time:**

10/20/2022 10:23 AM

*** Full name:**

Ryan L. Marcyes

*** Name of board/committee you are applying for:**

Green Cove Spings CAC (Citizens Advisory Committee)

*** Full address:**

1699 Shedd Road
Green Cove Springs Florida 32043
United States of America

*** Number of years at this address:**

4 years

*** Phone:**

(931) 436-7696

*** Email:**

rmarcy@bellsouth.net

*** District you live in:**

District 5

*** Voting status:**

I am a registered voter.

*** Employer:**

Retired US Army

*** Work phone number:**

(931) 436-7696

*** Number of years at job:**

20 years

Education

*** Please list all schools attended, years and degrees:**

St Johns River State College, Associate of Arts

Volunteer Work, Civic, Professional, and other Activities

*** List any volunteer service organizations, clubs or professional societies you are a member of or titles you have held:**

R.E.A.L. Mens Ministry Program at Green Cove Springs Junior High School

*** Have you ever served on a committee or advisory board? If so, give the details, including any positions held:**

no

Reason for Serving

*** Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:**

I am retired and would have ample time to devote to the committee. I also came from a career that was team focused. I see the CAC as being a team that would come together and discuss and research the direction of our district and county. I am spent the last 4 years of my military career in a human resource position at the Battalion level and higher. I have the knowledge to negotiate with people for a common ground and still be able to go forward with achieving our goals.

Miscellaneous

*** Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold:**

No

*** Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence:**

No

References

*** List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners:**

Martha Short 1312 River Court, Green Cove Springs, FL. 32043 (904) 716-1843 Terri Onode 1793 Castile Dr., Fleming Island, FL. 32003 (334) 400-4857 Richard Tener 5989 CR 209 S, Green Cove Springs, FL. 32043 (904) 612-1220

Additional information and comments:

****SKIPPED****

By submitting this form, I declare the foregoing facts to be true, correct and complete.

This form can be submitted via email or can be printed and brought into our office.

For any questions concerning this form please contact our County Manager's Office at (904) 284-6352.

You may submit only one application for each committee vacancy. A new application must be submitted for each committee vacancy. Applications will be held for a period of two years.

Teresa Capo

From: Clay County BCC <webmaster@claycountygov.com>
Sent: Wednesday, January 10, 2024 4:09 PM
To: Teresa Capo; Dawn Schull
Subject: *NEW SUBMISSION* Citizen Application Form

Categories: Important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Citizen Application Form

Submission #: 2929050
IP Address: [107.123.33.68](#)
Submission Date: 01/10/2024 4:09
Survey Time: 43 minutes, 24 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Read-Only Content

Your Information

Date and time:

01/10/2024 03:25 PM

Full name:

Stacee R. Reape

Name of board/committee you are applying for:

Green Cove CAC

Full address:

3411 Brown Road
Green Cove Springs, FL 32043
United States

Number of years at this address:

17

Phone:

(904) 699-6295

Email:

jsreape@yahoo.com

District you live in:

5

Voting status:

I am a registered voter.

Employer:

Tucker's Farmhouse Weddings

Work phone number:

(904) 699-6295

Number of years at job:

10

Education

Please list all schools attended, years and degrees:

SJRCC 1990-1991 AA Degree University of North Florida 1991-1993 Bachelors of Arts

Volunteer Work, Civic, Professional, and other Activities

List any volunteer service organizations, clubs or professional societies you are a member of or titles you have held:

Clay High Parent Volunteer

Have you ever served on a committee or advisory board? If so, give the details, including any positions held:

No

Reason for Serving

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:

I have been actively working with citizens in my neighborhood to deal with drainage and flooding issues as well as traffic issues with new developments on Shedd Road.

Miscellaneous

Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold:

No

Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence:

No

References

List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners:

Dr. Jen Halter 2025 Hwy 16 west GCS FL 32043 9043490139 Elizabeth Moses 3410 Brown Road GCS FL 32043 9045532493 Connie Wainwright 2099 Hwy 16 West GCS FL 32043 9042263824

Additional information and comments:

Read-Only Content

Thank you,
Clay County, FL



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County
Commissioners

DATE: 3/4/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ SJR State College Email Request	Backup Material	3/6/2024	SRJ_State_College_Emailada.pdf
▢ BCC Letter of Support to SJR State College_PUBLIC	Agreement/Contract	3/6/2024	Letter_to_SJR_State_Collegeada- 1.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	3/5/2024 - 4:05 PM	Item Pushed to Agenda

From: Sutliff, Susan M. <SusanSutliff@sjrstate.edu>

Sent: Wednesday, February 28, 2024 10:24 AM

To: Judith Reeves <judith.reeves@claycountygov.com>

Subject: Request from President Joe Pickens for Letter of Support for New SJR State College Workforce Building on the Palatka Campus

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Judy,

Good morning! SJR State College's request last fiscal year for funding to build a new STEM building at the Palatka Campus was approved by the Legislature but vetoed by the Governor. We have submitted a revised request this year to add a new 13,000 square foot addition to the Technical Building on the Palatka Campus to contain building and maritime trades (electrical, plumbing, welding, HVAC, carpentry, etc.). President Pickens has been asked by staff from the Governor's Office to collect letters from local entities showing support for the project and reinforcing how critical it is to preparing residents for local jobs. Given that residents of Putnam and Clay Counties have no other local source for training in these fields (aside from apprenticeship sponsors), we believe that this meets a vital need.

We would greatly appreciate the support of Clay County. If Mr. Wanamaker is willing, will you please ask him to provide a letter of support by Friday, March 8? A sample letter is attached to use as a starting point.

Thank you for your consideration of this request.

Susan Sutliff

Executive Assistant

Office of the President

5001 St. Johns Avenue, Palatka, FL 32177

Phone 386-312-4166

Fax 386-312-4229

Visit us on the Web at sjrstate.edu



Due to Florida's very broad public records laws, most written communications to or from College employees regarding College business are public records, available to the public and media upon request. Therefore, this email communication may be subject to public disclosure.



**Board of County
Commissioners**

P.O. Box 1366
477 Houston Street
Green Cove Springs, FL
32043

Area Code: 904
Phone: 284-6352
269-6352
Fax: 278-4731

County Manager
Howard Wanamaker

Commissioners:
Mike Cella
District 1

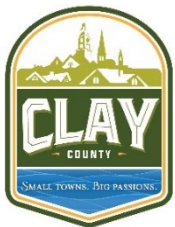
Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

Switchboard:
GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300
www.claycountygov.com



March 12, 2024

President Joe Pickens
St. Johns River State College
5001 St. Johns Avenue
Palatka, FL 32177

Re: Letter of Support for SJR State's Workforce Construction Project

Dear President Pickens:

On behalf of the Clay County Board of County Commissioners, it is my pleasure to submit this letter of support for St. Johns River State College's proposed Workforce Construction Project on the Palatka Campus.

We understand that the proposed building renovation and addition will provide SJR State with appropriate instructional spaces for the college to grow its menu of programs in building trades, short-term noncredit credentials, and ongoing professional training for public service employees. The plans include instructional spaces for new programs such as maritime, plumbing, electrical, HVAC, engineering technology/advanced manufacturing, and automotive. These programs will not only provide unique opportunities for our Clay County residents to obtain such training but will prepare them for jobs right here in our community.

We believe those who complete one of these programs will have many career opportunities available to them in Clay County and that these programs will help to meet unmet employment needs and provide Clay County residents with new career choices.

Please do not hesitate to reach out if we can provide additional information. It is a pleasure to support you and this proposed Workforce Construction Project.

Sincerely,

Jim Renninger
Chairman

JR/jr



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: DATE:

FROM:
Megan
Covey

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
City of Green Cove Springs City Pier Extension Grant Application	Cover Memo	3/7/2024	Letters_for_Action_City_of_Green_Cove_Springs_City_Pier_Extension_Grant_Applicationada.pdf
□ Email from Mike Null	Cover Memo	3/7/2024	MikeNullEmail.pdf.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	3/6/2024 - 4:54 PM	Item Pushed to Agenda



Board of County
Commissioners

Address:
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL
32043

Phone: (904) 269-6352

Fax: 904-278-4731

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



March 12, 2024

Florida Fish and Wildlife Conservation Commission
Farris Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399

Florida Boating Improvement Program Administrator:

On behalf of the Clay County Board of County Commissioners, I am writing to express my support for the City of Green Cove Springs' grant application for the City Pier extension project under the Florida Boating Improvement Program (FBIP) Grant Program. Green Cove Springs has put notable effort into creating a picturesque, safe, vibrant, pedestrian-friendly, and boater-friendly atmosphere in Spring Park, to enhance the sense of community, and to increase the quality of life of its residents.

The City Pier offers one of the few public fishing and docking facilities on the west bank of the St. Johns River between Jacksonville and Palatka. This City Pier brings locals and tourists to downtown, which is an important part of the Green Cove Springs' economy and the improvements that will be funded by this grant will encourage more utilization of the River and the surrounding area, and further ingrain a sense of place in this community - CoveLife.

Green Cove Springs is a charming small town, and the proposed improvements through this project will bring that fact front and center, while prioritizing a sense of community and quality of life.

Thank you very much for your consideration.

Sincerely,

Jim Renninger

District 3 Commissioner

From: Mike Null <mnull@greencovesprings.com>
Sent: Wednesday, March 6, 2024 12:22:50 PM
To: Kimberly Morgan <Kimberly.Morgan@claycountygov.com>
Cc: Tiffanie Kelly <tkelly@greencovesprings.com>
Subject: FBIP Grant application letter of support

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kimberly,

The City is submitting a grant application to FWC to extend the City pier. The project budget is about \$1.3 Million and we are requesting \$500,000.

I would appreciate your consideration in providing a letter of support for this project on behalf of the Clay Tourism. Attached is a draft letter of support for this project. We are completing the extension of the city pier which will add about 250 feet of pier and 220 feet of floating dock for recreational vessel mooring. Please feel free to modify as you see fit.

We will be submitting the grant on March 14, 2024. If you have any questions, please reach out. My cell phone number is (904)591-9020 should you need to reach me any time.

Thank you again,

Mike Null
Assistant City Manager
City of Green Cove Springs
ph (904)297-7500, ext. 3324
fx (904)284-8609



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, March 12 4:00 PM

TO: Board of County Commissioners

DATE: 2/15/2024

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT:

Bid Opening Tabulation for February 20, 2024:

A. RFP No. 23/24-040, Design-Build of the Traffic Signal at Eagle Landing Parkway and Oakleaf Plantation Parkway

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Bid Opening Tabulations	Cover Memo	3/6/2024	2324-040_Bid_Tab-2ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	3/5/2024 - 4:05 PM	Item Pushed to Agenda

BID TABULATION FORM

RFP No. 23/24-040

Date:

February 20, 2024

**Design-Build of the Traffic Signal at Eagle
Landing Parkway and Oakleaf Plantation**

Proj: **Parkway**

Time Open:

9:00 AM

Ad: Clay Today, January 18, 2024

Time Close:

9:00 AM

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	Addendum	Base Bid Total
1	Baker Consulting & Engineering LLC, Baker Design Build	N/A	N/A	To Be Determined
2				
3				
4				
5				
6				
7				
8				
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