



**BOARD OF COUNTY COMMISSIONERS  
MEETING AGENDA**

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

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**INVOCATION**

Commissioner Burke

**PLEDGE**

FC3 Aubrey Scott USN (Ret.)

**CALL TO ORDER**

**ROLL CALL**

**PET ADOPTIONS**

**SPECIAL STAFF RECOGNITION**

Clay Soil and Water - Wes Taylor

**PRESENTATIONS**

Recognition of Outgoing Chairman

Department of Health - Credible Minds Clay (H. Huffman)

**CONSTITUTIONAL OFFICERS**

**APPROVAL OF MINUTES**

1. Board of County Commissioners Meeting Minutes November 26, 2024.

**PUBLIC COMMENTS**

**CONSENT AGENDA**

2. 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.

3. RFP No. 24/25-001, Tourism Sports Marketing & Sales (K. Smith)  
Review of Staff's ranking of the Proposals received for RFP No. 24/25-001, Tourism Sports Marketing & Sales.

1. Raconteurs, LLC. - 72
2. Seven Lights, LLC. - 64.14
3. Airstream Ventures, LLC. - 64
4. Ad-Apt Holdings LLC. - 50.5

A committee consisting of the Economic & Development Coordinator, Marketing & P&R Special Event Coordinator, and Director of Tourism & Film Development performed the evaluation and ranking of the Proposals. If desired, the Board may request presentations from the Agencies.

If awarded, approval of award will be effective after the 72-hour protest period has expired. An agreement will be brought back to the Board for approval.

**Funding Source:**

Tourism (1st 2nd and 3rd Cent) - Tourism (1st 2nd and 3rd cent) - Sports Sales and Marketing

4. Bid No. 24/25-014 Front Elevators Modernization at the County Administrative Building (Re-Bid) (K. Smith)

Approval to award Bid No. 24/25-014, Front Elevators Modernization at the Clay County Administration Building (Re-Bid) to Guessford Elevator Services, LLC in the amount of \$99,750.00. Approval of award will be effective after the 72-hour protest period has expired.

**Funding Source:**

General Fund - Building Maintenance - Buildings -Front Elevators Modernization - Administration Building

5. Agreement for Clay County Judicial Facility Master Plan with Dewberry Architects, Inc. (K. Smith)

Approval of the Agreement for Phase I of the Clay County Judicial Facility Master Plan with Dewberry Architects, Inc. in the amount of \$249,997.00 to be completed within six (6) months of the effective date. Additional Phases may be added but are not guaranteed under the Phase I agreement.

Funding Source:

Court Facilities Fund - Court Facility - Judicial Facility Master Plan - Professional Services

6. Third Amendment to Grant Agreement No. 2021/2022-208 with the Florida Department of Environmental Protection for the Clay County Flooding Vulnerability Assessment (M. Covey)

Approval of the Third Amendment to Grant Agreement No. 2021/2022-208 with the State of Florida Department of Environmental Protection (Number 22PLN05) regarding the Clay County Flooding Vulnerability Assessment extending the expiration date until March 31, 2025, as well as to include updates to the DEP standard terms and conditions, program requirements, form updates and additions, and wording updates. There is no change in the funding.

Funding Source:

General Fund-All Grants Organization-Vulnerability Assessment Grant

7. Approval of Second Amendment to Donation Agreement between the County and Peters Creek Investments, LLC, and acceptance of Warranty Deed from Peters Creek Investments, LLP, to Clay County for donation of Willow Springs Fire Station Parcel (C. Grimm)
8. Approval to set Public Hearing on Petition to Vacate Circle Court and adoption of Resolution to schedule the Public Hearing (C. Grimm)
9. First Renewal and Amendment of Annual Roadway Striping and Pavement Marking Services Agreements (R. Smith)

Approval of the First Renewal and Amendment of Annual Roadway Striping and Pavement Marking Services Agreement with the following:

A) Acme Barricades

B) P&P Striping

C) Traffic Control Products of Florida

Extends the agreements through November 8, 2025, and adjusts the unit pricing to reflect industry cost increases.

Funding Source:

Various- Repairs & Maintenance / Infrastructure

10. Approval of Grant of Easement to Clay County Utility Authority for Animal Services Facility (C. Grimm)

**DISCUSSION/UPDATES**

11. Legislative Update (M. Fearington)
12. Progress Report on the Bonded Transportation Program (E. Dendor)

**NEW BUSINESS**

13. 2025 BCC Employee Holiday Schedule (J. Leighton)
14. 2025 BCC Meeting Dates
15. FY24 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (M. Covey)

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

16. Public Hearing on Petition and adoption of an Ordinance creating the Anabelle Sandridge Community Development District (District 5, Comm. Burke) (C. Grimm)

DFC Anabelle LLC has submitted to the Board a petition to establish the Anabelle Sandridge Community Development District within an approximately 200-acre tract situated solely within unincorporated Clay County.

17. Public Hearing to consider transmittal of COMP 24-0023. (B. Carson)

The Planning Commission granted a continuance of this item to their January 7th Meeting. The applicant requests that this item be heard at the January 28th BCC Meeting.

This application is a Text Amendment to LA TRA Policy 1.2.5 to establish a Transportation Improvement Area (TIA) and to stipulate certain conditions under which a subdivision development of greater than 100 homes may proceed.

18. Final Public Hearing to Consider adoption of PUD 24-0006. (District 1, Comm. Sgromolo) (J. Bryla)

The item was continued from the November 5th Planning Commission Meeting.

This application is a Rezoning to change 62.64 acres from Agricultural Residential District (AR) to Planned Unit Development District (PUD).

19. Final Public Hearing to consider adoption of COMP 24-0024 and ZON 24-0032. (District 4, Comm Condon) (J. Bryla)

A. COMP 24-0024

This application is a FLUM Amendment to change 0.05 acres from Commercial (COM) to Rural Residential (RR).

B. ZON 24-0032

This application is a Rezoning to change from Commercial and Professional Office District (BA-2) to Agricultural Residential District (AR).

20. Final Public Hearing to consider adoption of ZON 24-0031. (District 4, Comm. Condon) ( J. Bryla)

This application is a rezoning to change 2.23 acres from Commercial and Professional Office District (BA-2) to Community Business District (BB-2).

21. First Public Hearing to Consider adoption of ZON 24-0035, Proposal Addressing Replacement Policy (B. Carson)  
Text amendment to Article III, Section 3-11, Non-conforming Uses, Lot and Structures of the Land Development Code.
22. Final Public Hearing to consider COMP 24-0026 and PUD 24-0008. (District 4, Comm. Condon) (D. Selig)
  - A. COMP 24-0026  
This application is a FLUM Amendment to change 7.77 acres from Rural Residential (RR) to Industrial Park (IP).
  - B. PUD 24-0008  
This application is a Rezoning to change from Country Estates District (AR-1) to Planned Industrial Development District (PID).
23. Final Public Hearing to consider Transmittal of COMP 24-0025. (District 5, Comm. Burke) (D. Selig)  
This application is a proposed text amendment to the 2040 Comprehensive Plan. The application would make changes to LA FLU Policy 1.4.1 and LA FLU Policy 1.4.10 with respect to the Lake Asbury Interchange Village Center land use category.
24. Public Hearing for the purpose of considering entry into a Purchase and Sale Agreement for the purchase by the County of real property more particularly described as Tax Parcel No. 38-06-26-017678-000-00, and authorization for County Manager to execute all documents necessary to close the acquisition (C. Risinger)

## **LETTERS FOR ACTION**

25. Discussion of Appointments to the Planning Commission  
Applications for re-appointment were received from the following individuals:

- Mary Bridgman
- Joe Anzalone
- Ralph Puckhaber

Applications were received from the following citizens for consideration of appointment:

- Michael Fluent
- William Schaefer, PE

26. Appointment to Seat 3 of the Green Cove Springs Community Redevelopment Area Board for a Four Year Term December 1, 2024 to November 30, 2028

**LETTERS OF DOCUMENTATION**

27. Bid Opening Tabulations (K. Smith)  
Bid Opening Tabulations for November 26, 2024:  
A. RFB No. 24/25-013, Countertop Replacements Administrative Building (Re-Bid)  
B. RFB No. 24/25-014, Front Elevators Modernization at the Clay County Administration Building (Re-Bid)

**PUBLIC COMMENTS**

**COMMISSION AUDITOR**

**COUNTY ATTORNEY**

**COUNTY MANAGER**

**COMMISSIONERS' COMMENTS**

28. Committee Selections - 2024/2025

***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, December 10 4:00 PM

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	12/3/2024 - 12:08 PM	Item Pushed to Agenda



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ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ FDOH-Clay Credible Mind presentaiton	Presentation	12/4/2024	FDOHCredibleMind_presentation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	12/3/2024 - 12:09 PM	Item Pushed to Agenda

# Florida Department of Health

CredibleMind

The logo for Florida Department of Health, featuring the word "Florida" in a white, sans-serif font above the word "HEALTH" in a larger, bold, white, sans-serif font. The text is set against a background of a sunset sky with orange and yellow clouds.

Florida  
HEALTH

December, 2024

# Presenter



**Heather Huffman, MS, RDN, LD/N, IBCLC**  
Health Officer and Administrator  
Florida Department of Health in Clay County

# Mental Health

When we hear “mental health” we tend to think of the negative things like feeling anxious, depressed, or stressed.

Did you know that mental health also includes emotional, psychological, and social well-being?

Things like our happiness, eating habits, and job or relationship satisfaction can affect our mental health, too.

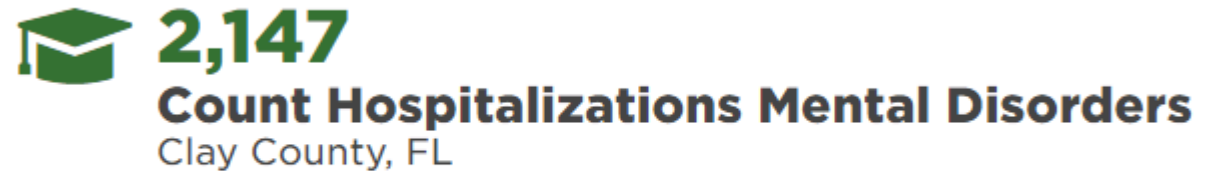
# Statistics

Suicide is among the top 10 leading causes of death in the United States, resulting in about one death every 11 minutes.

In 2022, the age-adjusted rate per 100,000 population of deaths from suicide in Clay County was 18.7, compared to Florida at 14.1.

This data point highlights the importance of mental health support and services in the community. It underscores the need for accessible resources and interventions to assist individuals facing mental health challenges. Prioritizing mental health initiatives can help address the well-being of residents in the county.

Hospitalizations for mental health disorders are rising. Clay County residents are not able to receive care when they need it.



*Sources: Florida Health CHARTS, 2023*

# Mental Health is a Public Health Problem

DOH-Clay alongside its community partners is working to reduce the rate of mental health crisis in the community and provide education on available services and resources.

Recognizing and prioritizing mental health is essential for fostering a healthy, resilient, and thriving society. It requires a collective effort involving individuals, communities, healthcare systems, and policymakers to create environments that support mental well-being at every stage of life.



# Community Health Improvement Plan

**Our goal: Increase coordinated behavioral healthcare services and resources for at-risk populations in Clay County.**

**By December 31, 2028, decrease the age-adjusted rate of emergency department visits from mental disorders in Clay County from 973 per 100,000 (2022) to 900 per 100,000.**

# CredibleMind Introduction



**Elevating Mental Wellness for All:  
Accessible Anywhere, Anytime**

**CredibleMind is a free online platform that brings together expert rated and vetted videos, podcasts, apps, books and articles all in one easy to use place.**

# Strengthening Community Resilience

In light of the escalating mental health crisis, adopting strategic, evidence-based solutions is more important than ever.

- Supports community mental health initiatives with a scalable solutions that addresses the diverse needs of our population.
- Leverages aggregate data insights to inform public health strategies and improve community mental health outcomes.
- Fosters public-private partnerships to expand mental health resources and interventions across communities, ensuring no one is left behind.

# Privacy

## Your Privacy Matters

Personal information including name, email address, and responses will not be shared.

The data DOH-Clay receives is simply analytical: number of clicks and more popular topics, allowing us to cater our outreach efforts.

# CredibleMind - Let's Take a Look



<https://clay.crediblemind.com>

# Contact Information



**Heather Huffman, MS, RDN, LD/N, IBCLC**  
Health Officer and Administrator  
Florida Department of Health in Clay County  
904-529-2800  
Heather.Huffman@FLHealth.gov



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Clay County Board of County Commissioners

Clay County Administration Building  
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AGENDA  
ITEM  
TYPE:

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ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	12/3/2024 - 12:09 PM	Item Pushed to Agenda



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 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:

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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	12/3/2024 - 12:11 PM	Item Pushed to Agenda





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and  
Contractual Services

**SUBJECT:**

Review of Staff's ranking of the Proposals received for RFP No. 24/25-001, Tourism Sports Marketing & Sales.

1. Raconteurs, LLC. - 72
2. Seven Lights, LLC. - 64.14
3. Airstream Ventures, LLC. - 64
4. Ad-Apt Holdings LLC. - 50.5

A committee consisting of the Economic & Development Coordinator, Marketing & P&R Special Event Coordinator, and Director of Tourism & Film Development performed the evaluation and ranking of the Proposals. If desired, the Board may request presentations from the Agencies.

If awarded, approval of award will be effective after the 72-hour protest period has expired. An agreement will be brought back to the Board for approval.

**Funding Source:**

Tourism (1st 2nd and 3rd Cent) - Tourism (1st 2nd and 3rd cent) - Sports Sales and Marketing

**AGENDA ITEM TYPE:**

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**BACKGROUND INFORMATION:**

The County requested Proposals from qualified Agencies to assist in the Tourism Department's Sports Marketing and Sales Initiative. The Agency will handle consulting and strategy development, conducting market research, offering industry insights, and advising on sports venues to position Clay County as a top sports destination. Responsibilities include representing the County at tradeshow, securing event opportunities, and designing new events. Additionally, the Agency will oversee event operations, secure venues, and assist with permitting to ensure smooth execution of the events.

909 Suppliers were notified  
58 Suppliers downloaded the Request for Proposal  
4 Proposals were received  
3 No-Bids were received

No Proposer received a score within the 'Excellent' range due to a lack of detail and omitted information required by the evaluation criteria. However, Raconteurs, LLC has demonstrated the capability to provide the required services.

Airstream Ventures, LLC. holds the County's current Sports Marketing & Sales Agreement (2019/2020-105 RN2), which is set to expire on January 31, 2025.

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

**Funding Source:**

Tourism (1st 2nd and 3rd Cent) - Tourism (1st 2nd and 3rd cent) - Sports Sales and Marketing

**Account No.:**

FD1009 - CC1164 - SC548009

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

Planning Requirements:

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

Hearing Type:

Initiated By:

N/A

**ATTACHMENTS:**

Description	Type	Upload Date	File Name
▢ Final_Backup_Packet_ Revised	Backup Material	12/6/2024	Final_Backup_Packet._Revised.ADA.pdf

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
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Administrative  
and  
Contractual  
Services

Streeper, Lisa    Approved

12/4/2024 - 4:08 PM    Item Pushed to  
Agenda



## BID RECOMMENDATION FORM

**TITLE:**

**DATE OF RECOMMENDATION:**

RFP No. 24/25-001, Tourism Sports Marketing & Sales

12/5/2024

**BIDDERS**

**BID TOTAL**

Ad-Apt Holdings, LLC

TBD

Airstream Ventures, LLC.

TBD

DestinationIQ

NO BID

Nimble Creative Services

NO BID

Playeasy

NO BID

Raconteurs, LLC.

TBD

Seven Lights, LLC.

TBD

**FUNDING SOURCE:** Tourism (1st 2nd and 3rd Cent) - Tourism (1st 2nd and 3rd cent) - Sports Sales and Marketing

**RECOMMENDATION:**

Review of Staff's ranking of the Proposals received for RFP No. 24/25-001, Tourism Sports Marketing & Sales.

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

**Staff Assigned to Tabulate Bids and Make Recommendations:**

**NAME/TITLE:**

**SIGNATURE:**

Kimberly Morgan

  
Kimberly Morgan (Dec 5, 2024 14:50 EST)

# BID TABULATION FORM

RFP 24/25-001 Date: November 15, 2024

Proj: Tourism Sports Marketing & Sales Time Open: 9:01 AM

Ad: Clay Today, October 3, 2024 Time Close: 9:06 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	Total
1	Ad-Apt Holdings, LLC.	TBD
2	Airsteam Ventures, LLC.	TBD
3	DestinationiQ	NO BID
4	Nimble Creative Services	NO BID
5	Playeasy	NO BID
6	Raconteurs, LLC.	TBD
7	Seven Lights, LLC	TBD



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

**EVALUATION TABULATION**  
 RFP No. 24/25-001  
Tourism Sports Marketing & Sales  
 RESPONSE DEADLINE: November 14, 2024 at 4:00 pm

**CONSENSUS SCORECARD SUMMARY**

Vendor	Profile/Executive Summary (15 points) Points Based 15 Points (14.3%)	Qualifications and Client Navigation (20 points) Points Based 20 Points (19%)	References (15 Points) Points Based 15 Points (14.3%)	Team Organization Chart and Project Approach (35 points) Points Based 35 Points (33.3%)	Fee Structure - (15 Points) Points Based 15 Points (14.3%)	Local Preference (5 Points) Points Based 5 Points (4.8%)	Total Score (Max Score 105)
Ad-Apt	8.33	8.67	5	19	9.5	0	50.5
Airstream Ventures LLC	10	10.33	6.33	27	10.33	0	64
Raconteurs	11.5	15.33	10	27.17	8	0	72
Seven Lights LLC	7	12.83	10	24.67	9.67	0	64.2

Locations:

- Ad-Apt - Lake Oswego, OR
- Airstream Ventures - Jacksonville, FL
- Raconteurs - Fernandina Beach, FL
- Seven Lights - Palm City, FL

### EVALUATORS

Name	Title
Kellie Henry	Economic & Development Coordinator
Malan McCracken	Marketing & Special Event Coordinator
Kimberly Morgan	Director of Tourism & Film Development

### AGGREGATE SCORES SUMMARY

Vendor	Kellie Henry	Malan McCracken	Kimberly Morgan	Total Score (Max Score 105)
Raconteurs	72	71	73	72
Seven Lights LLC	67.5	74	51	64.17
Airstream Ventures LLC	61	64	67	64
Ad-Apt	48.5	56	47	50.5

**EVALUATION CRITERIA**

Criteria	Scoring Method	Weight (Points)
Profile/Executive Summary (15 points)	Points Based	15 (14.3% of Total)

Description:

- a. **Introduction of Agency:**
  - o Provide an overview of the Agency's history, including the number of years in business.
  - o Detail the Agency's size, including annual billings and staff count.
  - o Explain the structure and ownership.
  - o List professional affiliations and memberships.
- b. **Types of Services Offered:**
  - o Specify the services provided by the Agency.
  - o Indicate whether services are performed in-house or outsourced to freelancers/contractors.
  - o Include the number of years your company has offered each service.
  - o Highlight the services that are considered the company's specialties.
- c. **Client Account Composition:**
  - o Describe the overall composition and diversity of client accounts managed by the Agency.
- d. **Mission, Philosophy, and Differentiation:**
  - o State the Agency's mission and philosophy.
  - o Explain what makes the Agency different from competitors, focusing on unique strengths and approaches.

Criteria	Scoring Method	Weight (Points)
Qualifications and Client Navigation (20 points)	Points Based	20 (19% of Total)

Description:

- A. **Client Achievements:**
  - o Provide examples of results achieved for clients in the sports marketplace.
  - o Include case studies or success stories that demonstrate the Agency's impact.



**B. Measuring Effectiveness:**

- Describe the methods used to measure the effectiveness and results of similar projects.
- Include metrics, KPIs, and evaluation processes.

**C. Destination Marketing Clients:**

- List any current clients that might be in competition with Clay County Tourism or pose a potential conflict of interest.
- Explain how potential conflicts are managed or avoided.

Criteria	Scoring Method	Weight (Points)
References (15 Points)	Points Based	15 (14.3% of Total)

Description:

Provide five references from previous or current clients. The information submitted must provide the name of entity/agency, summary of services provided, timeframe of performance, cost of services provided, and point of contact with agency with contact information . Contact information must include contact name, title, email address, and phone number. Evaluation of references is based upon the responses received from the references listed.

Criteria	Scoring Method	Weight (Points)
Team Organization Chart and Project Approach (35 points)	Points Based	35 (33.3% of Total)

Description:

**A. Key Personnel:**

- Provide summary bios for key personnel assigned to applicable projects.
- Include names, titles, credentials, years of experience, and tenure with the Agency.

**B. Location:**

- Provide the location of the Agency’s headquarters and any additional offices or staff that will be involved in this project, including those based locally or remotely.

- Indicate where each key personnel will be located (e.g., headquarters, local office, remote) and specify the proximity to Clay County for those directly involved.

**C. Expertise in Clay County:**

- Explain how the Agency will become experts in promoting Clay County as a sports destination.

**D. Project Approach:**

- Describe how the Agency's team will integrate into Clay County's operations.
- Explain the mechanics of how the Agency will engage with the County's business and tourism department.

**E. Sales Process and Client Relationship Management**

- Describe the approach to identifying and acquiring new clients, emphasizing research and targeting strategies used to attract leads in specific areas such as Clay County.
- Outline how the Agency initiates contact with potential clients and customizes proposals to meet their needs.
- Describe the follow-up process post-service or event, including how the Agency gathers feedback, offers future services, and maintains client relationships for repeat business.

**A. Sales and Marketing Mix:**

- Clearly explain the approach to the rapidly changing sports sales and marketing landscape.
- Describe how the Agency integrates various types of sales and marketing tactics within the context of an overall plan.
- Highlight innovative strategies and adaptability to new trends.

Criteria	Scoring Method	Weight (Points)
Fee Structure - (15 Points)	Points Based	15 (14.3% of Total)

Description:

Proposals will be evaluated based on the following Fixed Fee structure, as outlined in the Supplier Questionnaire:

- **Consulting and Strategy Development**
- **Event Sales**
- **Sponsorship and Hospitality Management**

- **Event Marketing, Promotion, and Reports**
- **Event Operations Management**

Monthly payments will be based on a 12-month contract term. The calculation for monthly payments is as follows:

- **Monthly Payment Calculation:** Fixed Fee / 12 = Monthly Payment

Criteria	Scoring Method	Weight (Points)
Local Preference (5 Points)	Points Based	5 (4.8% of Total)

Description:

Local Business Definition:

(A) a person or business entity which maintains a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date Bids or quotes were received for the purchase or contract at issue, which provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation submits the Local Business Affidavit of Eligibility; or

(B) a person or business entity which utilizes for at least 40% of the solicited work local Clay County sub-contractors or suppliers, meaning sub-contractors or suppliers which maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date Bids or quotes were received for the purchase or contract at issue, provide from such permanent place of business the kinds of goods or services solicited, and at the time of the solicitation submit the Local Business Affidavit of Eligibility.

## 1. Scope of Work

### 1.1. Purpose

The Clay County Board of County Commissioners is seeking qualified Agencies to assist in the County's Tourism Department's Sports Marketing and Sales Initiative.

### 1.2. History

Clay County, FL is an emerging destination currently in its developmental stages. Active destination marketing efforts include both a leisure campaign and a local campaign. The Clay County Tourist Development Council has completed the following projects:

- Strategic Plan (Attachment G)
- Sports Video ( <https://youtu.be/AEPz1eZBgWI> )

In February 2020, Clay County launched the Sports Tourism Initiative by partnering with Airstream Ventures to drive sports sales and marketing efforts. Surprisingly, the pandemic created numerous opportunities for Clay County to thrive in the sports marketplace. To date, Clay County has hosted a variety of sports events, including:

- USA Cycling Amateur Road National Championship
- MotoSurf
- ProWatercross
- Roundnet
- Lacrosse
- Ultimate
- Flag Football
- First Coast Rugby Classic
- And more

Clay County offers a variety of venues that can accommodate sporting events. These include, but are not limited to, the Thrasher-Horne Center, Clay County Fairgrounds, Seamark Ranch, Plantation Sports Complex, Thunderbolt Park, the FIRM, Keystone Beach, Spring Park, Jennings State Forest, Ronnie Van Zant Park, Augusta Savage Park, and Clay County Regional Sports Complex.

The County's newest sports asset, the Clay County Regional Sports Complex, opened in April 2024. It features eight multi-purpose fields dedicated to tournament play, a restroom building and 400 parking spaces.

**Incumbent Information:**

The current Sports Marketing & Sales agency's contract is set to expire on January 31, 2025.

**1.3. Scope**

The Agency's primary role will be to collaborate with the Tourism Department to position Clay County as a competitive player in the sports marketplace. Key responsibilities include:

**Consulting and Strategy Development**

- Conduct comprehensive market research to identify sporting events and festivals that align with Clay County's strategic objectives.
- Provide insights on industry trends, best practices, and competitor activity to continually enhance Clay County's offerings in the sports market.
- Act as a strategic advisor in the development of sports venues, amenities, and services, ensuring that as Clay County evolves, it continues to grow as a premier sports destination.

**Event Sales:**

- Serve as the representative for Clay County at prominent sports industry tradeshows such as TEAMS, Connect Sports, and similar events, promoting the county as a leading destination for sporting events.
- Develop and deliver persuasive proposals to event organizers to secure hosting opportunities for major sporting events.
- Innovate and design new events that are uniquely suited to Clay County, ensuring they draw substantial participation and attract large audiences.

**Sponsorship Acquisition and Client Hospitality:**

- Identify and connect event planners with potential sponsors and partners whose brand and goals align with the event's nature and target audience.
- Provide exceptional hospitality services to sponsors and key stakeholders during events, ensuring an elevated experience that strengthens relationships and promotes long-term partnerships.

**Event Marketing, Promotion, and Reports:**

- Collaborate with the Tourism Department to create and execute a comprehensive destination sports marketing plan, incorporating traditional media, digital platforms, and direct outreach to event and tournament planners.

- Partner with the event rights holder/planner to develop joint marketing strategies aimed at boosting event participation and attendance while promoting the local experiences available before, during, and after the event.
- Leverage social media channels to promote events, engage the local community, and drive participation, while sharing content with the Tourism Department and event organizers.
- Work with media outlets to secure event coverage, generating excitement and visibility for tournaments and events.
- Provide professional photography and video production services to highlight Clay County's venues and showcase events.

**Event Operations Management:**

- Identify and secure optimal venues that meet all logistical needs and deliver an exceptional experience for event attendees.
- Assist event and tournament planners in navigating the Clay County and/or municipal event permitting process to ensure seamless operations.

**1.4. Term**

The term shall commence on the Effective Date of the Agreement and shall remain in effect for a period of one (3) years from the Effective Date. The County has the option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County's best interest to do so.

**1.5. Selection Criteria / Evaluation Committee**

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFP shall be awarded to the most qualified Bidder that meets all requirements of the RFP. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

### 1.6. [Performance Evaluation](#)

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

### 1.7. [Payment & Fees](#)

The Agency may request payment no more than once monthly, based on the amount of work done or completed.

The Fixed Fee structure will be comprised of the following:

- **Consulting and Strategy Development**
- **Event Sales**
- **Sponsorship and Hospitality Management**
- **Event Marketing, Promotion, and Reports**
- **Event Operations Management**

Monthly payments will be based on a 12-month contract term. The calculation for monthly payments is as follows:

**Monthly Payment Calculation:** Fixed Fee / 12 = Monthly Payment

### 1.8. [Cancellation of Contract](#)

If the awarded Agency 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 Agency.

### 1.9. [Additional Services](#)

If the County and/or awarded Agency identifies any additional services to be provided by the Agency 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 Agency.



Clay County  
Purchasing / Administrative and Contractual Services

Karen Smith, Director of Purchasing  
477 Houston Street, Green Cove Springs, FL 32043

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**[AD-APT] RESPONSE DOCUMENT REPORT**

RFP No. 24/25-001

Tourism Sports Marketing & Sales

RESPONSE DEADLINE: November 14, 2024 at 4:00 pm

Report Generated: Friday, November 15, 2024

**Ad-Apt Response**

**CONTACT INFORMATION**

**Company:**

Ad-Apt

**Email:**

info@ad-apt.com

**Contact:**

Derek Engelke

**Address:**

252 A Ave  
Suite 200  
Lake Oswego, OR 97034

**Phone:**

N/A

**Website:**

[ad-apt.com](http://ad-apt.com)

**Submission Date:**

Nov 14, 2024 1:14 PM (Eastern Time)





Clay County  
Purchasing / Administrative and Contractual Services

Karen Smith, Director of Purchasing  
477 Houston Street, Green Cove Springs, FL 32043

[AIRSTREAM VENTURES LLC] RESPONSE DOCUMENT REPORT

RFP No. 24/25-001

Tourism Sports Marketing & Sales

RESPONSE DEADLINE: November 14, 2024 at 4:00 pm

Report Generated: Friday, November 15, 2024

**Airstream Ventures LLC Response**

**CONTACT INFORMATION**

**Company:**

Airstream Ventures LLC

**Email:**

alan@airstreamventures.com

**Contact:**

Alan Verlander

**Address:**

3832 Baymeadows Road

#101

Jacksonville, FL 32217

**Phone:**

(904) 412-6070

**Website:**

[WWW.AIRSTREAMVENTURES.COM](http://WWW.AIRSTREAMVENTURES.COM)

**Submission Date:**

Nov 14, 2024 6:49 AM (Eastern Time)



Clay County

## Purchasing / Administrative and Contractual Services

Karen Smith, Director of Purchasing  
477 Houston Street, Green Cove Springs, FL 32043

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### [RACONTEURS] RESPONSE DOCUMENT REPORT

RFP No. 24/25-001

Tourism Sports Marketing & Sales

RESPONSE DEADLINE: November 14, 2024 at 4:00 pm

Report Generated: Friday, November 15, 2024

### Raconteurs Response

#### CONTACT INFORMATION

**Company:**

Raconteurs

**Email:**

matt@raconteurs.us

**Contact:**

Matt Dunn

**Address:**

1417 Sadler Road 349  
Fernandina Beach, FL 32034

**Phone:**

(904) 303-0552

**Website:**

[www.raconteurs.us](http://www.raconteurs.us)

**Submission Date:**

Nov 6, 2024 4:13 PM (Eastern Time)



Clay County  
Purchasing / Administrative and Contractual Services

Karen Smith, Director of Purchasing  
477 Houston Street, Green Cove Springs, FL 32043

**[SEVEN LIGHTS LLC] RESPONSE DOCUMENT REPORT**

RFP No. 24/25-001

Tourism Sports Marketing & Sales

RESPONSE DEADLINE: November 14, 2024 at 4:00 pm

Report Generated: Friday, November 15, 2024

**Seven Lights LLC Response**

**CONTACT INFORMATION**

**Company:**

Seven Lights LLC

**Email:**

r.phipps@sevenlights-agency.com

**Contact:**

Roger Phipps

**Address:**

2805 SW Brighton Way  
Palm City, FL 34990

**Phone:**

N/A

**Website:**

[www.sevenlights-agency.com](http://www.sevenlights-agency.com)

**Submission Date:**

Nov 13, 2024 9:27 PM (Eastern Time)



PENDING

### Tourism Sports Marketing & Sales

Request For Proposal

Tourism

91522, 91876, 96153

Project ID: 24/25-001

Release Date: Thursday, October 3, 2024

Due Date: Thursday, November 14, 2024 4:00pm

Posted Friday, October 4, 2024 4:12pm

Bid Unsealed Friday, November 15, 2024 9:01am by Tammy Foor

Pricing Unsealed Friday, November 15, 2024 9:01am by Tammy Foor

All dates & times in Eastern Time

Edit Preview

< Back to Responses

### DestinationIQ Response

Pricing unsealed at Nov 15, 2024 9:01 AM

No Bid

"No Bid" submitted on Nov 5, 2024 5:27 PM for the following reason:  
We do not offer sales services, this project will be better suited for a different agency. Thank you!

#### CONTACT INFORMATION

Company

DestinationIQ No Reviews

Email

bryan@destinationiq.com

Contact

Bryan Jordan

Address

PO Box 4629  
Buena Vista, CO 81211

Phone

N/A

Website

DestinationIQ.com

Submission Date

Nov 5, 2024 5:27 PM (Eastern Time)



### Tourism Sports Marketing & Sales

Request For Proposal

Tourism

91522, 91876, 96153

Project ID: 24/25-001

Release Date: Thursday, October 3, 2024

Due Date: Thursday, November 14, 2024 4:00pm

Posted Friday, October 4, 2024 4:12pm

Bid Unsealed Friday, November 15, 2024 9:01am by Tammy Foor

Pricing Unsealed Friday, November 15, 2024 9:01am by Tammy Foor

All dates & times in Eastern Time

Edit Preview

< Back to Responses

### Nimble Creative Services Response

Pricing unsealed at Nov 15, 2024 9:01 AM

No Bid

"No Bid" submitted on Nov 13, 2024 8:47 AM for the following reason:  
We do not offer the products or services sought

#### CONTACT INFORMATION

Company

Nimble Creative Services  No Reviews

Email

deanne@nimblecreative.video

Contact

DeeAnne Crookham

Address

25 North Market Street  
First Floor  
Jacksonville, FL 32202

Phone

(904) 257-3507

Website

www.nimblecreative.video

Submission Date

Nov 13, 2024 8:47 AM (Eastern Time)



### Tourism Sports Marketing & Sales

Request For Proposal

Tourism

91522, 91876, 96153

Project ID: 24/25-001

Release Date: Thursday, October 3, 2024

Due Date: Thursday, November 14, 2024 4:00pm

Posted Friday, October 4, 2024 4:12pm

Bid Unsealed Friday, November 15, 2024 9:01am by Tammy Foor

Pricing Unsealed Friday, November 15, 2024 9:01am by Tammy Foor

All dates & times in Eastern Time

Edit Preview

[Back to Responses](#)

### Playeasy Response

Pricing unsealed at Nov 15, 2024 9:01 AM

No Bid

"No Bid" submitted on Oct 4, 2024 4:25 PM for the following reason:  
We do not offer the products or services sought

#### CONTACT INFORMATION

Company

Playeasy No Reviews

Email

jhughes@playeasy.com

Contact

Jake Hughes

Address

481 Chief Justice Cushing HWY  
Cohasset, MA 02025

Phone

N/A

Website

N/A

Submission Date

Oct 4, 2024 4:25 PM (Eastern Time)



### Tourism Sports Marketing & Sales

Request For Proposal

Tourism

91522, 91876, 96153

Project ID: 24/25-001

Release Date: Thursday, October 3, 2024

Due Date: Thursday, November 14, 2024 4:00pm

Posted Friday, October 4, 2024 4:12pm

Bid Unsealed Friday, November 15, 2024 9:01am by Tammy Foor

Pricing Unsealed Friday, November 15, 2024 9:01am by Tammy Foor

All dates & times in Eastern Time

Edit Preview

### Vendor Analytics

Vendor project interaction data

Invite Vendors Search Print

Vendor Stats Followers (Public) Addenda Acknowledgements Notified Classification Report Email Log












Project View Count 1030

#### Vendor Funnel

Followers	44
Downloaders	58
Applicants	7
No Bids	3
Submissions	4

#### Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
5G Marketing Pros LLC <span>No Reviews</span> jamesb@5gmarketingpros.com	✓	✓			
Acevox info@acevox.com	✓	✓			
Ad-Apt <span>No Reviews</span> info@ad-apt.com	✓	✓	✓		✓
Airstream Ventures LLC alan@airstreamventures.com	✓	✓	✓		✓
Attention Grabbers LLC team@attentiongrabbersusa.com	✓	✓			
BIRDHAUS Brand Studio ashleigh@hellobirdhaus.com	✓	✓			
Bald Creative LLC maria@bald.agency	✓	✓			
Beyond Picturess	✓	✓			

issa.letaief@beyond-pictures.com				
Bizwrite, LLC 	✓	✓		
tyler@biz-write.com				
Black Jack Productions, LLC 	✓	✓		
web-support@bjp.llc				
Blueprint Creative Group 				✓
fabiola@blueprintcreativegroup.com				
Carbonix LLC	✓	✓		
rob@carbonixllc.com				
Creative Direct Marketing Group	✓	✓		
moppenheimer@cdmginc.com				
Creative Springs	✓	✓		
jen@creativesprings.com				
Cruzan Concepts, Inc.	✓			
avictor@enviro-one.com				
DEVELOPMENT COUNSELLORS INTERNATIONAL	✓	✓		
karyl.barnes@aboutdci.com				
DestinationIQ		✓	✓	✓
bryan@destinationiq.com				
E Drake Enterprise LLC 	✓	✓		
edrake@edrakeenterprise.com				
Effectv	✓	✓		
sara_jacobs@cable.comcast.com				
Effectv				✓
christine_lowery@cable.comcast.com				
Format Agency	✓	✓		
christianne@formatagency.com				
Genuine Creative Agency	✓	✓		
info@genuinecreativeagency.com				
GovGuide				✓
rfp@yourgovguide.com				
Granthropology LLC 	✓	✓		
adavis@livestudiously.com				
Kay Franklin Media 	✓	✓		
contact@kayfranklinmedia.com				
Leap Group Network	✓	✓		
jdrivers@leapgroupnetwork.com				
Lewiston				✓
woodstr3313@gmail.com				
Liquid Creative Studio LLC	✓	✓		
accounting@liquidcreativestudio.com				
Liquid Creative Studio LLC	✓	✓		
scott@liquidcreativestudio.com				
Madden Preprint Media, LLC 	✓	✓		
bids@maddenmedia.com				
Miles Partnership, LLLP 				✓
lisa.hill@milespartnership.com				
Mill Co	✓	✓		
oliviasun@millandco.net				
Nimble Creative Services 	✓	✓	✓	✓
deeanne@nimblecreative.video				
None				✓
martin.larinas@gmail.com				
North America Procurement Council Inc., PBC 				✓
notifications@napc.me				
On Ideas	✓	✓		
wherford@onideas.com				
PWXPress 	✓	✓		



<i>bids@pwxpress.com</i>				
Paradise Advertising & Marketing Inc. <input type="button" value="No Reviews"/> <i>rwebb@paradiseadv.com</i>	✓	✓		
Playeasy <i>jhughes@playeasy.com</i>			✓	✓
Prime Vendor Inc. <input type="button" value="No Reviews"/> <i>primevendor124@gmail.com</i>		✓		
Propellic <i>brennen@propellic.com</i>	✓	✓		
RADDSports, LLC <input type="button" value="No Reviews"/> <i>anthony@raddsports.com</i>	✓	✓		
Raconteurs LLC <i>matt@raconteurs.us</i>	✓	✓	✓	✓
SP1 INVESTMENTS <i>1promosp@gmail.com</i>	✓	✓		
Seven Lights LLC <i>r.phipps@sevenlights-agency.com</i>	✓	✓	✓	✓
Seven Lights LLC <i>eric.r@sevenlights-agency.com</i>	✓	✓		
Seven Outsource <input type="button" value="No Reviews"/> <i>rpalerts@gmail.com</i>	✓	✓		
Slover Consulting <i>drew@sloverconsulting.com</i>	✓	✓		
The Gold Group <i>tracy@thegoldgroup.com</i>	✓	✓		
TideSmart Global <i>campbell@tidesmart.com</i>	✓	✓		
Upswell Marketing <i>ajohansen@upswellmarketing.com</i>		✓		
VendorLink, LLC <input type="button" value="No Reviews"/> <i>bids@evendorlink.com</i>		✓		
VideoVets <input type="button" value="No Reviews"/> <i>paul@videovets.net</i>	✓	✓		
Visual <i>visualbidalerts@gmail.com</i>		✓		
WeekThink <i>git@weekthink.com</i>	✓	✓		
Zehnder Communications <input type="button" value="No Reviews"/> <i>jboneno@z-comm.com</i>	✓	✓		
bidnet <i>gbs@bidnet.com</i>		✓		
eRepublic, Inc. <i>mlamoreaux@erepublic.com</i>		✓		
evok advertising <input type="button" value="No Reviews"/> <i>larry.meador@evokad.com</i>	✓	✓		
n/a <i>footbaall2000@gmail.com</i>		✓		



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and  
Contractual Services

**SUBJECT:**

Approval to award Bid No. 24/25-014, Front Elevators Modernization at the Clay County Administration Building (Re-Bid) to Guessford Elevator Services, LLC in the amount of \$99,750.00. Approval of award will be effective after the 72-hour protest period has expired.

**Funding Source:**

General Fund - Building Maintenance - Buildings -Front Elevators Modernization - Administration Building

AGENDA ITEM TYPE:

**BACKGROUND INFORMATION:**

The County requested Bids from licensed Bidders for the modernization of the two (2) public elevators located at the County Administration Building. Work is anticipated to be completed within 60 days from start of project.

1078 Suppliers were notified  
24 Suppliers downloaded the Request for Bids  
5 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.

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

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

**Funding Source:**

General Fund - Building Maintenance - Buildings - Front Elevators Modernization - Administration Building

**Account No.:**

FD1000 - CC1150 - SC562000 - PRJ1000504

Sole Source (Yes\No):

**No**

Advanced Payment

(Yes\No):

**No**

Planning Requirements:

Public Hearing Required (Yes\No):

**No**

Hearing Type:

Initiated By:

N/A

**ATTACHMENTS:**

Description	Type	Upload Date	File Name
▢ BidBackup_Bid No. 2425-014	Backup Material	12/6/2024	BidBackup_Bid_No._2425-014.ADA.pdf

**REVIEWERS:**

Department Reviewer	Action	Date	Comments
Purchasing Streeper, Lisa	Approved	12/4/2024 - 4:09 PM	Item Pushed to Agenda



# BID RECOMMENDATION FORM

**TITLE:**

RFB 24/25-014 Front Elevators Modernization at the Clay County Administration Building (Re-Bid)

**DATE OF RECOMMENDATION:**

December 10, 2024

**BIDDERS**

Eletech Elevator Company

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Elevated Facility Services Group

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Guessford Elevator Services, LLC

---

Mowrey Elevator Company of Florida, Inc.

---

Schindler Elevator Corporation

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**BID TOTAL**

\$138,500.00

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\$240,860.00

---

\$99,750.00

---

\$145,000.00

---

\$331,173.00

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**FUNDING SOURCE:** FD1000 - CC1150 - SC562000-PRJ1000504

General Fund - Building Maintenance - Buildings -Front Elevators Modernization - Administration Building

**RECOMMENDATION:**

Approval to award Bid No. 24/25-014, Front Elevators Modernization at the Clay County Administration Building (Re-Bid) to Guessford Elevator Services, LLC in the amount of \$99,750.00. Approval of award will be effective after the 72-hour protest period has expired.

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

N/A

**Staff Assigned to Tabulate Bids and Make Recommendations:**

**NAME/TITLE:**

Michael J Calcano

Building Manager/ Custodial sup.

---



---

**SIGNATURE:**

[Signature]

---



---

**BID TABULATION FORM**

RFB: 24/25-014

Date:

November 26, 2024

**Front Elevators Modernization at the Clay County**

Proj: **Administration Building (Re-Bid)**

Time Open:

9:05 A.M.

Ad: Clay Today, October 24, 2024

Time Close:

9:10 A.M.

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 Bond	Base Bid Total
1	Eletech Elevator Company	N/A	No	\$138,500.00
2	Elevated Facility Services Group	N/A	Yes	\$240,860.00
3	Guessford Elevator Services, LLC	N/A	Yes	\$99,750.00
4	Mowrey Elevator Company of Florida, Inc	N/A	Yes	\$145,000.00
5	Schindler Elevator Corporation	N/A	No	\$331,173.00
6				
7				
8				
9				
10				
11				
12				



Clay County  
 Purchasing / Administrative and Contractual Services

**EVALUATION TABULATION**

RFB No. 24/25-014

Front Elevators Modernization at the Clay County Administration Building (Re-Bid)

RESPONSE DEADLINE: November 25, 2024 at 4:00 pm

**SELECTED VENDOR TOTALS**

Vendor	Total
Guessford Elevator Services, LLC.	\$99,750.00
Eletech Elevator Company	\$138,500.00
Mowrey Elevator Comapny of Florida, Inc.	\$145,000.00
Elevated Facility Services	\$240,860.00
Schindler Elevator Corporation	\$331,173.00

**TABLE 1**

Selected	Line Item	Description	Quantity	Unit of Measure	Eletech Elevator Company		Elevated Facility Services		Guessford Elevator Services, LLC.		Mowrey Elevator Comapny of Florida, Inc.		Schindler Elevator Corporation	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	All Inclusive Total Price	1	Lump Sum	\$138,500.00	\$138,500.	\$240,860.00	\$240,860.00	\$99,750.00	\$99,750.00	\$145,000.00	\$145,000.00	\$331,173.00	\$331,173.00
Total						\$138,500.		\$240,860.00		\$99,750.00		\$145,000.00		\$331,173.00



Clay County  
Purchasing / Administrative and Contractual Services

---

**RESPONSE DOCUMENT REPORT**

RFB No. 24/25-014

Front Elevators Modernization at the Clay County Administration Building (Re-Bid)

RESPONSE DEADLINE: November 25, 2024 at 4:00 pm

**Eletech Elevator Company Response**

**CONTACT INFORMATION**

**Company:**

Eletech Elevator Company

**Email:**

edwin@eletechelevator.com

**Contact:**

Edwin Langley

**Address:**

14286 Beach Blvd  
Suite 19-270  
Jacksonville, FL 32250

**Phone:**

N/A

**Website:**

<https://eletechelevator.com/about-us>

**Submission Date:**

Nov 25, 2024 2:41 PM (Eastern Time)

**ADDENDA CONFIRMATION**

*No addenda issued*

**PRICE TABLES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	All Inclusive Total Price	1	Lump Sum	\$138,500.00	\$138,500.00
<b>TOTAL</b>					<b>\$138,500.00</b>





Clay County  
Purchasing / Administrative and Contractual Services

---

**RESPONSE DOCUMENT REPORT**

RFB No. 24/25-014

Front Elevators Modernization at the Clay County Administration Building (Re-Bid)

RESPONSE DEADLINE: November 25, 2024 at 4:00 pm

**Elevated Facility Services Response**

**CONTACT INFORMATION**

**Company:**

Elevated Facility Services

**Email:**

chris.roy@efsteam.com

**Contact:**

Chris Roy

**Address:**

3491 Pall Mall Dr  
Suite 110  
Jacksonville, FL 32257

**Phone:**

(912) 596-1875

**Website:**

[www.elevatedfacilityservices.com](http://www.elevatedfacilityservices.com)

**Submission Date:**

Nov 21, 2024 3:45 PM (Eastern Time)

**ADDENDA CONFIRMATION**

*No addenda issued*

**PRICE TABLES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	All Inclusive Total Price	1	Lump Sum	\$240,860.00	\$240,860.00
<b>TOTAL</b>					<b>\$240,860.00</b>



Clay County  
Purchasing / Administrative and Contractual Services

---

**RESPONSE DOCUMENT REPORT**

RFB No. 24/25-014

Front Elevators Modernization at the Clay County Administration Building (Re-Bid)

RESPONSE DEADLINE: November 25, 2024 at 4:00 pm

**Guessford Elevator Services, LLC. Response**

**CONTACT INFORMATION**

**Company:**

Guessford Elevator Services, LLC.

**Email:**

guessfordelevatorservices@outlook.com

**Contact:**

Shane Guessford

**Address:**

305 Coral Farms Road  
Florahome, FL 32140

**Phone:**

N/A

**Website:**

[www.guessfordelevator.com](http://www.guessfordelevator.com)

**Submission Date:**

Nov 25, 2024 3:26 PM (Eastern Time)

**ADDENDA CONFIRMATION**

*No addenda issued*

**PRICE TABLES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	All Inclusive Total Price	1	Lump Sum	\$99,750.00	\$99,750.00
<b>TOTAL</b>					<b>\$99,750.00</b>



Clay County  
Purchasing / Administrative and Contractual Services

---

**RESPONSE DOCUMENT REPORT**

RFB No. 24/25-014

Front Elevators Modernization at the Clay County Administration Building (Re-Bid)

RESPONSE DEADLINE: November 25, 2024 at 4:00 pm

**Mowrey Elevator Company of Florida, Inc. Response**

**CONTACT INFORMATION**

**Company:**

Mowrey Elevator Company of Florida, Inc.

**Email:**

chad.mccrow@mowreyelevator.com

**Contact:**

Chad McCrow

**Address:**

4518 Lafayette st  
Marianna, FL 32446

**Phone:**

(850) 693-4615

**Website:**

[www.MowreyElevator.com](http://www.MowreyElevator.com)

**Submission Date:**

Nov 11, 2024 11:49 AM (Eastern Time)

**ADDENDA CONFIRMATION**

*No addenda issued*

**PRICE TABLES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	All Inclusive Total Price	1	Lump Sum	\$145,000.00	\$145,000.00
<b>TOTAL</b>					<b>\$145,000.00</b>



Clay County  
Purchasing / Administrative and Contractual Services

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**RESPONSE DOCUMENT REPORT**

RFB No. 24/25-014

Front Elevators Modernization at the Clay County Administration Building (Re-Bid)

RESPONSE DEADLINE: November 25, 2024 at 4:00 pm

**Schindler Elevator Corporation Response**

**CONTACT INFORMATION**

**Company:**

Schindler Elevator Corporation

**Email:**

michael.fitzgerald@schindler.com

**Contact:**

Michael Fitzgerald

**Address:**

3143 Philips Hwy, Suite 260  
Jacksonville, FL 32256

**Phone:**

(727) 248-2657

**Website:**

[www.schindler.com](http://www.schindler.com)

**Submission Date:**

Nov 25, 2024 2:53 PM (Eastern Time)

**ADDENDA CONFIRMATION**

*No addenda issued*

**PRICE TABLES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	All Inclusive Total Price	1	Lump Sum	\$331,173.00	\$331,173.00
<b>TOTAL</b>					<b>\$331,173.00</b>



## 1. Scope of Work

### 1.1. Purpose

Clay County is soliciting bids from State of Florida licensed bidders for the modernization of two (2) single four-stop, four-opening hydraulic passenger elevators, publicly accessed front elevators at the Clay County Administration Building located at 477 Houston Street, Green Cove Springs, Florida 32043.

### 1.2. Scope

The Contractor will supply all materials and labor for the two four-landing hydraulic passenger elevators for the work listed below.

The Scope of Work shall include but is not limited to:

#### **Wiring and Hoistway:**

Supply and install all new wiring in the hoistway, machine room, and on each car.

Supply and install new travel cables for both elevators.

Supply and install new selectors, new car top operating stations, and repair any necessary fascia in the hoistway.

Clean and paint the hoistway.

#### **Hydraulic Control Systems:**

Install new hydraulic control systems and wiring with a 4500-pound capacity and 125 fpm speed, while retaining the existing pump units.

Clean and paint the machine room.

#### **Control System:**

Supply a new control system.

Ensure the micro-processor-based elevator with four stops and control system meets speeds of 200 feet per minute, services up to eight landings, and accommodates elevator groups of up to eight cars.

#### **Operating Stations:**

Supply and install new operating stations for each car at the proper ADA height and code.

Include car call buttons that light up, keyed stop switches, Braille, hands-free ADA-compliant phones with visual communication required by code, digital position indicators, and door open and close buttons.

#### **Elevator Doors:**

Supply and install new 3D proximity edges and high-speed door operators.

Refurbish all hall and cab door equipment.

#### **Additional Installations:**

Install a new surface-mounted hall station on the first floor, with a Phase I fire control switch that has operating instructions engraved along with phone monitoring.

Install new surface-mounted hall stations on all floors.  
Install a new passing/stopping audible signal for all floors.  
Install all fixtures at heights that comply with the ADA code.  
Install new car lanterns.  
Replace all the switches in the pits.  
Ensure the pit ladders are code-compliant and repair if needed.  
Clean and paint pit floors.  
Clean all pit equipment.

**Emergency Features:**

Supply and install engraved instructions on a Phase II fire control.  
Include an emergency light fixture with a self-contained battery and trickle charger with auto switchover in the event of a power failure.

**Project Coordination:**

Work on one elevator at a time, leaving the other elevator in operation as this is a public building, and at least one elevator needs to be operational for customer use.

**Work by Others:**

The County Staff shall be responsible for the electrical work under the supervision of the Awarded Contractor. There is no HVAC in this project.

The Contractor shall be responsible for coordinating with and paying the Fire Alarm Subcontractor to complete any necessary work on the Fire Alarm. The Awarded Contractor has the option to subcontract any Fire Alarm Vendor that may be necessary to complete the work. The primary Contractor is responsible for passing the final inspection.

**Documentation:**

Supply two sets of drawings, two hard copies, and a PDF. The drawings will include each car's interior layout and control system schematics.

**Costs and Fees:**

Cover the cost of permitting, testing, and any other fees associated with the project.

**1.3. [Site Inspections](#)**

It is incumbent upon all Bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Contractor. No claims for additional compensation will be considered on behalf of any Contractor, subcontractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this RFB.

#### 1.4. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

#### 1.5. Permit & Fees

The Contractor shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Contractor is required to familiarize themselves with all permits required that pertain to the Scope of Work specified in this RFB, If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about Clay County permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: [permits@claycountygov.com](mailto:permits@claycountygov.com)

Website: <https://www.claycountygov.com/government/building>

All applicable permits, fees, licenses, and final County and municipality inspections are the responsibility of and will be paid for by the Contractor as specified in the plans.

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the awarded Contract are the responsibility of and will be paid for by the Contractor, including any related inspection fees. Utility service connection fees shall be paid for by the County.

#### 1.6. Clean up & Restoration of Site

Contractor shall remove all debris from site and dispose of the debris appropriately at the Contractors expense.

Contractor shall maintain work site in a safe manner, and daily clear construction debris.

#### 1.7. Workmanship

Where not more specifically described in this document, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services.

## 1.8. Contractor and Subcontractor Requirements

1. The Contractor shall be licensed to perform all work listed in the Scope of Work provided.
2. Contractor shall obtain all permits to complete the project in accordance with the contract documents.
3. All work will be performed in accordance with the most applicable state and local regulations.
4. The Contractor shall own or have full access to the appropriate personnel and equipment to complete the project requested.
5. The Contractor and subcontractors may be requested to provide a list of equipment with identification (i.e. serial #, VIN, etc.), personnel with their position (e.g. foreman, laborer, etc.), and percentage of work performed.
6. Companies must have been in business for a minimum of ten years and have service attendants within one hour of Clay County.
7. The Contractor shall comply with Florida Statute, Chapter 399, Elevator Safety.

## 1.9. Self-Performed Work

The awarded Contractor is required to self-perform with its own workforce a minimum of forty-percent (40%) of the overall awarded Contract.

## 1.10. Damage to Public or Private Property

The Contractor is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense. If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damages which occur as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty

(30) days. Should the replacement be damaged within the thirty (30) day period, the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

### 1.11. Compliance with Occupation Safety and Health Act

The Contractor warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Contractor certifies that all material, equipment, services, etc., furnished in this Bid meets all OSHA requirements for the applicable Sectors. Contractor further certifies that, if the successful Bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the Bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

### 1.12. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Contractor. This shall be immediately rectified by the Contractor 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 Contractor 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.

### 1.13. Payment

The Contractor 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.

#### 1.14. Warranty

The Contractor shall provide a warranty for all workmanship and materials for a period of two (2) years unless a longer manufacture warranty/guarantee time is given or specified elsewhere in the plans and specifications associated with this RFB.

#### 1.15. Term

The Contractor is required to immediately purchase all materials and equipment upon effective date of Agreement. The Awarded Contractor will be required to show proof of purchase of materials and equipment. The Contractor will be required to complete the project within 60 days of receipt of the equipment.

#### 1.16. Liquidated Damages

The Contractor shall be assessed Liquidated Damages (LD) of \$100.00 for each day past final completion date set by the contract.

#### 1.17. Performance Evaluation

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

#### 1.18. Cancellation of Contract

If the awarded Contractor 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 Contractor.

#### 1.19. Additional Services

If the County and/or awarded Contractor identifies any additional services to be provided by Contractor 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 Contractor.

#### 1.20. Subcontractors and Major Material Suppliers

Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.

The County reserves the right to approve all subcontractors. If subcontractors are to be utilized, their names must be included within this Bid. The County may request references of the subcontractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. If any subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays

progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

## 2. Pricing Proposal

The prices submitted by the Contractor shall include all costs of permits, labor, equipment, and material for the project.

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

*Upon request, Contractors may be required to provide further breakdown of cost and/or detailed schedule of values.*

*Clay County Board of County Commissioners reserves the right to reject any or all Bids.*

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	All Inclusive Total Price	1	Lump Sum		
<b>TOTAL</b>					








Project View Count




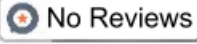


405

Vendor Funnel

 Followers	15
 Downloaders	24
 Applicants	6
 No Bids	0
 Submissions	5

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
Blackridge Research and Consulting <i>venkatesh@blackridgeresearch.com</i>	✓	✓			
ConstructConnect  <i>content@constructconnect.com</i>		✓			
Construction Bid Source <i>tgephart@constructionbidsource.com</i>		✓			
Dodgedocs <i>dodge.bidding@construction.com</i>	✓	✓			
Eletech Elevator Company  <i>edwin@eletechelevator.com</i>	✓	✓	✓		✓
Elevated Facility Services <i>chris.roy@efsteam.com</i>	✓	✓	✓		✓
Guessford Elevator Services, LLC.  <i>guessfordelevatorservices@outlook.com</i>	✓	✓	✓		✓
Lewiston <i>woodstr3313@gmail.com</i>		✓			
Lincoln Surety Group <i>mark@lincolnsuretygroup.com</i>	✓	✓			
Mid State Builders Exchange Inc  <i>hugh@bxplanroom.com</i>	✓	✓			
Miller Electric Company  <i>tbartmess@mecojax.com</i>	✓	✓			

Mowrey Elevator Comapny of Florida, Inc. 	✓	✓	✓	✓
chad.mccrow@mowreyelevator.com				
None		✓		
martin.larinas@gmail.com				
North America Procurement Council Inc., PBC (		✓		
notifications@napc.me				
Prime Vendor Inc. 		✓		
primevendor124@gmail.com				
SILMAR ELECTRONICS 	✓	✓		
druiz@silmarelectronics.com				
Schindler Elevator Corporation	✓	✓	✓	✓
michael.fitzgerald@schindler.com				
Skyline Elevator, Inc. 	✓	✓		
shelby@skylineelevators.com				
Skyline Elevators	✓	✓	✓	
mackenzie@skylineelevators.com				
Source Management 	✓	✓		
sourcemanagement@deltek.com				
Temporary Wall Systems	✓	✓		
brian.seltz@tempwallsystems.com				
VendorLink, LLC 		✓		
bids@evendorlink.com				
Visual		✓		
visualbidalerts@gmail.com				
n/a		✓		
footbaall2000@gmail.com				



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and  
Contractual Services

**SUBJECT:**

Approval of the Agreement for Phase I of the Clay County Judicial Facility Master Plan with Dewberry Architects, Inc. in the amount of \$249,997.00 to be completed within six (6) months of the effective date. Additional Phases may be added but are not guaranteed under the Phase I agreement.

Funding Source:

Court Facilities Fund - Court Facility - Judicial Facility Master Plan -Professional Services

AGENDA ITEM TYPE:

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**BACKGROUND INFORMATION:**

RFQ No. 23/24-080 was issued to engage a qualified consultant to develop a phased Judicial Facility Master Plan for the Clay County Courthouse. The Board approved for staff to move forward with negotiations with the top ranked firm, Dewberry Architects, Inc. This agreement is for Phase I of this project which will result in a report of the following:

- 1) Facility Assessments
- 2) Site Analysis
- 3) Survey/Interview Findings (Operational Goals,
- 4) Data Analysis and Caseload/Courtroom/Judgeship Forecast
- 5) Architectural Block Space Program/Space Utilization Documents
- 6) Recommendation on the viability of the reuse of the existing courthouse versus the construction of a new free-standing facility.
- 7) Provide Options for project delivery and implementation.

Needs report will be for 10, 15, 25 and 50 years

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

Funding Source:  
 Court Facilities Fund - Court Facility - Professional Services  
Account No:  
 FD1006 - CC1133 - PRJ100803 - SC531000

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

**ATTACHMENTS:**

Description	Type	Upload Date	File Name
<input type="checkbox"/> Judicial Facility Master Plan - Dewberry 12.4.24	Backup Material	12/6/2024	Judicial_Facility_Master_Plan_-_Dewberry_12.4.24.ADA.pdf

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	12/4/2024 - 4:09 PM	Item Pushed to Agenda

**AGREEMENT FOR CLAY COUNTY JUDICIAL FACILITY MASTER PLAN**

This Agreement for Clay County Judicial Facility Master Plan (“Agreement”) is entered into this \_\_\_\_ day of December, 2024 (“Effective Date”), and is between Dewberry Architects Inc., a Delaware company authorized to do business in Florida (“Consultant”), and Clay County, a political subdivision of the State of Florida (the “County”).

**RECITALS**

**WHEREAS**, Clay County, located southwest of Jacksonville along the St. Johns River, is experiencing significant growth and is expected to continue to grow over the next 10 years; and

**WHEREAS**, Clay County is made up of four municipalities (The Town of Orange Park, The City of Green Cove Springs, The City of Keystone Heights, and The Town of Penney Farms) and various neighborhoods (Middleburg, Fleming Island and Oakleaf); and

**WHEREAS**, Clay County is a home rule charter County governed by the Board of County Commissioners composed of five members and operating under an appointed County Manager form of government; and

**WHEREAS**, Clay County Constitutional Officers are independently elected County Officers comprised of the Clerk of the Courts, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector; and

**WHEREAS**, the Clay County Courthouse is located at 825 N. Orange Avenue in Green Cove Springs, FL 32043 situated on 3.285 acres, and the current facility located thereon is comprised of two sections/building; and

**WHEREAS**, the County issued a Request for Qualification, RFQ No.: 23/24-080 (“RFQ”), to engage a qualified consultant to develop a phased Judicial Facility Master Plan for the Clay County Courthouse; and

**WHEREAS**, the Consultant responded to the RFQ with a proposal to offer the requested services (“Consultant’s Response”); and

**WHEREAS**, a committee consisting of Circuit Judge, 4th Judicial Circuit Judge, Clerk of Court and Comptroller, Trial Court Administrator, Director of the Clay County State Attorney’s Office, and Facilities Operation and Maintenance Division Director evaluated and ranked the proposals submitted, and on September 10, 2024, the Board of County Commissioners of Clay County, Florida (the “Board”) accepted staff’s evaluation and ranking and awarded the RFQ to the Consultant as the top ranked firm; and

**WHEREAS**, subsequent to the RFQ award, the parties engaged in discussions and negotiations to address the scope of work, timing, and pricing of the services, and based upon such negotiations, the Consultant provided the County with the final negotiated proposal dated December 2, 2024, which is attached hereto and addresses Phase 1 of the Services to be provided under this Agreement (“Consultant’s Proposal”); and

**WHEREAS**, the Consultant is licensed and qualified to provide the requested services and has experience conducting similar studies and assessments in Florida and around the United States; and

**WHEREAS**, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ as well as the Consultant’s Response apply to this Agreement and are incorporated herein by reference; and

**WHEREAS**, the parties desire to enter into this Agreement, and the Consultant desires to provide the services to the County in accordance with the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

**1. THE SERVICES**

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) The overall intent of the Judicial Facility Master Plan is to identify short and long-term facility needs and create a Long Term Master Plan to address those needs in the most effective and efficient manner (the “Project”). The Project shall be completed in Phases with Phase 1 being addressed under this Agreement.
- (c) The scope of work to be performed and provided by the Consultant for Phase 1 is set forth in the RFQ Scope of Work attached hereto as **Exhibit 1** and the Consultant’s Proposal attached hereto as **Exhibit 2** (the “Services”). Phase 1 shall consist of Information Gathering and has been allocated by the Consultant into Phase 1A (Projections and Facility Assessment) and Phase 1B (Block Space Program Development) and further allocated into various Tasks under Phase 1A and 1B as set forth in **Exhibit 2**. Upon completion of the Phase 1 Services, the Consultant shall prepare and submit to the County a final Phase 1 Report which includes the deliverables set forth in **Exhibit 2**, and if requested by the County, the Consultant shall present such Report to Clay County staff and/or the Board.
- (d) The Consultant’s Proposal includes a schedule for the Services (“Phase 1 Schedule”) which is attached as Attachment C to **Exhibit 2**. The Phase 1 Schedule may otherwise be updated as necessary, but the Consultant shall not make material changes which increase the Phase 1 Schedule unless otherwise modified upon executed approval of a Change Order. The approval of

the Phase 1 Schedule by the Project Manager in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the schedule. The Consultant is and shall remain responsible for the planning and execution of the Services in order to complete Phase 1.

(e) The County will establish a Steering Committee to oversee the performance of the Consultant's Services under the Agreement. The Steering Committee will work in close coordination with the Consultant and its planning team throughout the Project to provide oversight, recommendations, and verify that the process and solution reflects the priorities of all key user groups. The Steering Committee shall be composed of members as determined by the County. The establishment and operation of the Steering Committee shall not relieve the Consultant of its obligations under this Agreement or diminish its responsibility for the quality and timeliness of its Services.

(f) The Consultant must engage in regular communication and meet with the Project Manager, Assistant County Manager(s), and Steering Committee on a regular basis as arranged by the parties to review the status of the Services and deliverables, upcoming activities, overall performance, initiatives, and to incorporate their input into the assessment. Department Directors and other key decision makers and stakeholders will be involved as necessary and as directed by the County.

(g) In providing the Services, the Consultant shall:

1. Be familiar with the Services, deadlines, requirements, and the conditions under which the Services are to be completed;
2. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County;
3. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and
4. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(h) In entering into this Agreement, the Consultant represents that it now has or will secure all equipment and personnel required to perform the Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Consultant shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks.

(i) The Consultant represents to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services.

(j) The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar

conditions in the same or similar geographic area and in compliance with all applicable laws (“Standard of Care”).

(k) In performance of the Services, the Consultant is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(l) The Consultant shall be responsible for the quality, accuracy, completeness, and proprietary of information concerning its Services, including Services by any subconsultants. The Consultant shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or its subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(m) The County shall have the sole right to reduce or eliminate, in whole or in part, the scope of work of any Service at any time and for any reason, upon written notice by the County Representative or Project Manager to the Consultant specifying the nature and extent of the reduction. In such event, the Consultant shall be compensated for the Services already performed. The Consultant shall also be compensated for the Services remaining to be done and not reduced or eliminated under the Agreement. However, the Consultant will not be compensated for services not performed or that are eliminated from this Agreement by the County.

(n) The County may conduct performance evaluations at any time during performance of the Services or soon after the completion of any Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County. If deficiencies are indicated, remedial action shall be implemented immediately. The County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies.

(o) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Gene Price, Director of Facilities for the County, or designee.

## **2. ADDITIONAL PHASES AND SERVICES**

(a) The County reserves the option to add additional Phases to the Project as part of the Services to be performed by the Consultant under the Agreement should the County desire to do so. The parties anticipate that Phase 2 would consist of the Master Plan development. Should the County desire to move forward with Phase 2 or any other additional Phases, such Phases, including scope, timing, and fees, must be mutually agreeable between the parties and made a part of the Agreement by a written amendment. The County, by virtue of this Agreement, gives



the Consultant no guarantee of any additional Phases, and the County is under no obligation to move forward with Phase 2 or any other additional Phases utilizing Consultant's services.

(b) Additionally, if the County identifies or the Consultant recommends any additional services to be provided by the Consultant that are not covered under the Agreement but are beneficial to the County, such additional services, including scope, timing, and fees must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

### **3. TERM**

(a) The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Services. The Consultant agrees to timely perform all Services as provided for in this Agreement.

(b) The term of the Agreement shall begin on the Effective Date and shall terminate upon completion of all Services hereunder.

(c) The Consultant agrees to provide the Phase 1 Report to the County within six months of the Effective Date of this Agreement. The Agreement shall be extended only upon written agreement of the County and the Consultant.

### **4. PAYMENT**

(a) The County agrees to pay the Consultant for the Services performed in accordance with the terms of this Agreement. The total lump sum amount for completion of Phase 1 Services is \$249,997.00 as set forth in **Exhibit 2**. This amount includes the Services performed by the Consultant and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and any other expenses associated with the completion of Phase 1 Services.

(b) Payments are to be made by the County to the Consultant upon presentation of an Invoice submitted to the County on a monthly basis in accordance with paragraph 5.

### **5. PAYMENT PROCEDURES**

(a) As used herein, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Consultant under this Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

(b) The Consultant shall submit an Invoice to the Paying Agent no more than once per month based on the amount of Services done or completed. The amount of the monthly payment shall be the value of the Services rendered to the date of the Invoice, less requests previously submitted and payments made. 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.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1. The Consultant's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. The period and description of the Services and Tasks covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Consultant must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly delivered or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Consultant in writing within 10 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper.

(e) The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project

Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(f) Final Payment. The acceptance by the Consultant, including its successors or assigns, of any final payment due upon the termination of this Agreement or completion of the Services, shall constitute a full and complete release of the County from any and all claims or demands regarding further compensation for authorized Services rendered prior to such final payment that the Consultant, its successors, or assigns have or may have against the County under the provisions of this Agreement, unless a claim was previously and properly filed by the Consultant.

(g) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

## **6. CHANGE ORDERS**

(a) As used herein, a "Change Order" means a written change, amendment, or modification to the Agreement that must be approved by the County in writing. Change Orders shall only be used when necessary to clarify the Services, to provide for a change in the Services, to provide for an adjustment to the Consultant's fees, to provide for a time extension, and to settle contract claims. Prior to requesting approval of a Change Order, the Consultant shall review the costs of any proposals and negotiate in good faith with any affected subconsultants in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

(b) Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County.

Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable to the Consultant.

**7. INDEMNIFICATION**

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, including its officers, directors, employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by Consultant in the performance of the Agreement. In no event shall Consultant be required to indemnify the County for any negligence, recklessness or intentionally wrongful conduct of the County.

(b) The County does not agree to and shall not indemnify the Consultant 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.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

**(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

(e) The provisions in this paragraph shall survive the termination or expiration of this Agreement.

**8. INSURANCE**

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. 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)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. 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 the Consultant does not own vehicles, the Consultant 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.

3. 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.

The Consultant waives, and the Consultant 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.

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

4. Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts 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.

5. Umbrella/Excess Insurance

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

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, 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 coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) 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.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

**9. DOCUMENTS, OWNERSHIP, AND USE**

(a) All documents, including, but not limited to, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies. The Consultant shall also require that all subconsultants or subcontractors hired or otherwise engaged by the Consultant to provide Services in connection with this Agreement agree in writing to be bound by this provision.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

**10. DEFAULT AND TERMINATION**

(a) Default by Consultant. If the Consultant breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform on time or in accordance with the schedule; provides false or inaccurate information; fails to make payment to subconsultants or suppliers in accordance with the respective agreements between the Consultant and the subconsultants or suppliers; fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written notice of default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Consultant shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the

default will be cured, which the County in its sole discretion may approve or disapprove. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan.

(b) Upon the failure or inability of the Consultant to cure the default, as set forth in (a), the County may at its discretion exercise any one of the following remedies, either concurrently or consecutively:

1. Terminate the Agreement for cause.
2. Begin an appropriate legal or equitable action to enforce performance of this Agreement.
3. Withhold or suspend payment of all or any part of a request for payment.
4. Exercise any corrective or remedial actions, to include, but not be limited to:
  - i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance.
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected.
  - iii. Advise the Consultant to suspend, discontinue, or refrain from incurring costs for any activities or Services.
  - iv. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not preclude the County from pursuing any other remedies in this Agreement or provided at law or in equity.

(c) Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without releasing or waiving its rights and remedies against the Consultant and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Consultant. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods, services, materials, and/or work similar to those terminated, and the Consultant shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(d) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services satisfactorily performed up to receipt of the notice of termination, and thereafter until the date of termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.



(e) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subconsultant agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

## **11. TAXES**

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

## **12. APPROPRIATED FUNDS**

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

### **13. PUBLIC RECORDS**

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

1. Keep and maintain public records required by the County to perform the Services required under the Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the County; and
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The Consultant's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

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

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
2. If the Consultant does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

3. If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

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

**14. AUDIT**

(a) The Consultant shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

**15. SCRUTINIZED COMPANIES CERTIFICATION**

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Consultant 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 the Consultant 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.

**16. E-VERIFY REQUIREMENT**

(a) Pursuant to Section 448.095, Florida Statutes, the Consultant 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 the Consultant 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 the Consultant 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, the Consultant must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

**17. HUMAN TRAFFICKING ATTESTATION**

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

**18. PROHIBITION AGAINST CONTINGENT FEES**

(a) The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this paragraph, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**19. TRUTH-IN-NEGOTIATION CERTIFICATE**

(a) The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within 1 year following the completion of this Agreement.

**20. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT**

(a) In performance of this Agreement, the Consultant agrees to comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. 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;
3. 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;
4. 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
5. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

**21. PUBLIC ENTITIES CRIMES**

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it or any subcontractor of the Consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

**22. SUSPENSION AND DEBARMENT**

(a) By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

**23. INDEPENDENT CONTRACTOR**

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

**24. NO ASSIGNMENT**

(a) The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

**25. SUBCONSULTANTS**

(a) In connection with this Agreement, the County authorizes the Consultant’s utilization of the subconsultants identified in the Consultant’s Response and/or Proposal. Utilization of any other subconsultant(s) in connection with this Agreement, shall require prior written authorization from the County. Such written authorization may be obtained from the Project Manager on behalf of the County and will not be unreasonably withheld.

(b) Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant.

(c) The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subconsultants and of persons directly or indirectly employed by them.

(d) The Consultant shall cause appropriate provisions to be inserted in all subconsultant agreements relative to the Services giving the Consultant the same powers that the County may exercise over the Consultant under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subconsultant with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

**26. NO THIRD-PARTY BENEFICIARIES**

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

**27. CONFLICT OF INTEREST**

(a) Throughout the term of this Agreement, the Consultant must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Consultant's duties and obligations provided under this Agreement.

**28. AMENDMENT OR MODIFICATION OF AGREEMENT**

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

**29. FURTHER ASSURANCES**

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

**30. REMEDIES**

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Consultant and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

**31. GOVERNING LAW AND VENUE**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

**32. NOTICE**

(a) All notices given under this Agreement (excluding day-to-day communication in the administration and management of this Agreement in the ordinary course) shall be in writing and shall be deemed to have been duly given (1) when delivered by hand, (2) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (3) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Consultant:

Dewberry Architects Inc.  
800 North Magnolia Ave., Suite 1000  
Orlando, FL 32803  
Attention:

With a copy to:  
Dewberry Architects Inc.  
8401 Arlington Boulevard  
Fairfax, VA 22031  
Attn: Legal

If to the County:

Clay County  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
Attention: Howard Wanamaker, County  
Manager  
Copy to: Gene Price, Project Manager

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

**33. WAIVER**

(a) No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

**34. SEVERABILITY**

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

**35. HEADINGS**

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.



**36. ENTIRE AGREEMENT**

(a) This Agreement represents the entire agreement between the regarding the subject matter herein. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

**37. COUNTERPARTS**

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

**38. ATTACHMENTS/EXHIBITS**

(a) The attachments/exhibits listed below are incorporated herein by reference and made a part of this Agreement as if set out fully herein.

**Exhibit 1:** RFQ Scope of Work

**Exhibit 2:** Consultant's Proposal

**39. AUTHORITY**

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are 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.

*[Signatures appear on the following page.]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date stated in the introductory paragraph.

**DEWBERRY ARCHITECTS INC.**

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

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

Betsy Condon  
Its Chairman

ATTEST:

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

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# **EXHIBIT 1**

# **RFQ SCOPE OF WORK**



REQUEST FOR QUALIFICATION

23/24-080

CLAY COUNTY JUDICIAL FACILITY MASTER PLAN

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: June 27, 2024

LAST DATE FOR INQUIRIES: July 19, 2024, 4:30 pm

BID DUE: July 29, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

Clay County  
REQUEST FOR QUALIFICATION  
Clay County Judicial Facility Master Plan

I. Introduction.....

II. Instructions to Bidders.....

III. Scope of Work .....

IV. Evaluation Phases .....

V. Supplier Questionnaire .....

Attachments:

A - Chapter 8

B - EFT FORM

C - W-9 (2024)

D - Certificate of partial payment

E - Certificate of final payment

F - May 2003 - Clay County Courthouse Space Program

G - January 1999 - Judicial System Master Plan

### 3. Scope of Work

#### 3.1. Purpose

The Clay County Board of County Commissioners (County) is seeking a qualified Consultant to develop a phased Judicial Facility Master Plan for the Clay County Courthouse. The purpose of this Request for Qualification (RFQ) is to identify short and long-term facility needs and create a twenty-five (2049) and fifty (2074) year Master Plan to address those needs in the most effective and efficient manner.

#### 3.2. Objective

The awarded Consultant will need to compare space needs with space shortfalls and develop both short and long-term strategies for the upgrade/renovation of the existing facility and/or construction of a new facility.

The Master Plan needs to focus on existing space deficiencies, future requirements, and alternative strategies for improvement. Detailed specifications for the design of the individual spaces in the building needs to be provided to the County.

Consultants interested in performing these services must exhibit considerable relevant experience with this type of work (specifically previous experience in design and construction of judicial facilities) and should emphasize both the experience and capabilities of specific personnel who will actually perform the work.

The Program Development and Master Plan will be completed in Phases. However, the award of Phase II (Master Plan) will be contingent upon acceptance of Phase I (Program Development) by Stakeholders.

#### 3.3. Geographic Informaiton

Clay County, located southwest of Jacksonville along the St. Johns River, is experiencing significant growth. The County is expected to grow significantly over the next 10 years. Clay County is conveniently accessible via interstate, federal and state highways. Interstate 295, connecting I-95 and I-10, meets Highway 17 (aka: Park Avenue) and Highway 21 (aka: Blanding Boulevard), the two major north-south roadways through the county. Clay County is made up of four (4) municipalities (Orange Park, Green Cove Springs, Keystone Heights and Penney Farms) and various neighborhoods (Middleburg, Fleming Island and Oakleaf).

#### 3.4. Facility

The Clay County Courthouse is located at 825 N. Orange Avenue in Green Cove Springs, FL 32043 situated on 3.285 acres. The current facility is compromised of two (2) sections/buildings:

- Building 1 - Four (4) Stories
  - Built in 1972 and has a finished square footage of 23,391.

- Building 2 - Four (4) Stories
  - Only three (3) floors are operational. The 3rd floor solely consists of a secured hallway for inmate transport between the Jail and Courthouse;
  - Built in 2007 and has a finished square footage of 86,757.

Circuit and County Court services are offered at the Courthouse. Office accommodations are provided for the Circuit Judges, County Judges, Magistrates, States Attorney's Office, Public Defender's Office, Guardian Ad Litem, Clerk of Court and Comptroller, and all supporting staff at this facility. Currently, Family Court Services and Quigley House also operate out of the Courthouse.

### 3.5. County Organization

The goals and objectives of the County directly relate to its mission to provide quality of life, safety, and health to the County's citizens. The County is committed to the vision of a better tomorrow and the best possible today.

The County serves as the representative body of the county operating under the Home Rule charter since 1991. Charter powers address self-government, which cannot conflict with general law or special law approved by the voters of the County. The County is governed by a five-member Board elected as single-member districts for four (4) years.

In addition to the Board of County Commissioners, there are five (5) independently elected constitutional officers as follows:

- Clerk of Circuit Court
- Property Appraiser
- Sheriff 's Office
- Supervisor of Elections
- Tax Collector

There are currently two (2) elected County Judges.

Per Florida Statute 29.008, Counties are required to fund the cost of communications services, existing radio systems, existing multiagency criminal justice information systems, and the cost of construction or lease, maintenance, utilities, and security of facilities for the Circuit and County Courts, Public Defenders' Offices, State Attorneys' Offices, Guardian Ad Litem Offices, and the offices of the Clerks of the Circuit and County Courts performing court-related functions.

The term "Facility" means reasonable and necessary buildings and office space and appurtenant equipment and furnishings, structures, real estate, easements, and related interests in real estate, including, but not limited to, those for the purpose of housing legal materials for use by the general public and personnel, equipment, or functions of the Circuit or County Courts, Public Defenders' Offices, State Attorneys' Offices, and court-related functions of the office of the Clerks of the Circuit and County Courts and all storage. This includes access to parking for such facilities in connection with such court-

related functions that may be available free or from a private provider or a local government for a fee. The office space provided by a county may not be less than the standards for space allotment adopted by the Department of Management Services, except this requirement applies only to facilities that are leased, or on which construction commences, after June 30, 2003. County funding must include physical modifications and improvements to all facilities as are required for compliance with the Americans with Disabilities Act.

### 3.6. Previous Studies

Previous studies were completed on the Courthouse facility. The results of all studies are included in the Attachments of this RFQ.

### 3.7. Oversight of the Master Plan

The Clay County Facilities Department's Project Manager will be the point of contact overseeing the awarded Agreement. A Review Committee will be identified prior to execution of the awarded Agreement.

Adequate time must be dedicated to each Phase to allow Stakeholders sufficient time to review, comment and direct the design, planning, and schedule of work for the duration of the process.

### 3.8. Scope of Services

#### **PHASE 1: PROGRAM DEVELOPMENT**

The overall intent for Phase I is the complete development of both short and long-term strategies (2049 and 2074 Master Plans) for the upgrading of the existing facility based on the understanding of the spatial and functional needs of the County's Judicial System.

Anticipated services include, but are not necessarily limited to the following:

- Facility Vision, Goals, and Demands
  - Collaborate with Stakeholders on policing philosophy, organizational hierarchy, current and future Department goals, jurisdictional strategic plan, staffing projections, key personnel to be interviewed, space needs of agency by function, and any other information deemed appropriate to ensure an accurate analysis.
  - Understanding of the existing facility's layout, building codes within jurisdiction and anticipation of future policing trends and needs.
  - Projections of population and all elected constitutional departmental growth.
- Facility Condition Assessment
  - Conduct a thorough space analysis to demonstrate the current inadequacies and offer reliable estimates of current and projected space requirements based upon industry standards, policing trends, and the County's growth for the facility listed. This will include any previous assessments plus identification of any new items. A high-level summary of items to be considered consist of the following:



- Reviewing the current space utilization of the facility;
- Updating energy/resource utilization;
  - Internal security needs; partitioning space requirements between civilian personnel, law enforcement personnel/staff, sworn personnel, the public, and detainees;
  - Security needs including, but not limited to, secured parking for the Judges and Clerk of Court, front entrance, employee entrance, data programs, etc.
  - Detention area requirements including but not limited to, size, number of detention spaces, adherence to national and federal standards, separation of gender and youth, detainee and employee health requirement;
  - Consideration of the impacts of technology, security, accessibility and flexibility on spatial requirements;
  - Consideration for records retention storage required by FL Statute;
  - Consideration for evidence storage requirements for the Clerk of Court;
  - Separation requirements for site access for civilian personnel, law enforcement personnel/staff, sworn personnel, the public, and detainees;
  - Identifying space deficiencies and opportunities for improvement;
  - Projections and modeling of space needs using typical planning modules based on widely accepted standardized judicial system space standards;
  - Project and implementation recommendations based on operational priorities and circumstances of the existing facility.
- Conduct a Gap Analysis that determines what the County's needs are as compared to the exiting facility.
- Data gathering can include, but is not limited to, meeting notes, surveys, as-builts, and staff engagement. Physical tours of the existing facility will be coordinated with the County Project Manager or designee.
- The awarded Consultant shall provide an initial County engagement strategy at the beginning of the Project, identifying focus groups to be engaged and a strategy for broader County engagement meetings. In preparation for each round of engagement, the awarded

Consultant shall provide an addendum to the engagement strategy, identifying key information needed from the County and questions aimed to elicit this information.

- The awarded Consultant is to provide an anticipated schedule outlining a work plan for the reoccurring progress meetings as well as deliverables for Phase I of the project.
- Minimum deliverables for this Phase:
  - Interim and final status report.
    - Breakdown of the Judicial Facility by Department;
    - List of all current and future personnel in each Department by job classification and title;
    - List of major equipment and furniture necessary for each job classification in a particular Department to adequately perform their duties;
    - List of rooms other than offices and workstations in each Department;
    - List of all major equipment and furniture belonging to each Department;
    - List of all accessory spaces necessary to the operation of the Department, with consideration of future needs;
    - Identify and list all site requirements;
    - A detailed space program documenting all of the above.

## **PHASE 2: MASTER PLAN**

- Develop Options
  - Develop and present options to address any identified Gaps and optimize the use of County resources:
    - Renovation of Existing Facility: Propose a re-allocation of space within the existing facility to accommodate growth and create optimal and efficient use of space.
    - Hybrid: Propose a re-allocation of space within the existing facility to accommodate only personnel required to be in the facility and move personnel out of Courthouse who do not need to work in the Courthouse on a daily basis.
    - Perform a preliminary planning for a new County Judicial Facility. Assist with identifying a site for future development of such a facility. Provide preliminary information regarding proposed building occupants, estimated size in gross square feet and a project budget. The requirements of a new site shall take geographical limitations (distance, time, proximity to supporting agencies, access for the public, etc.) into consideration.

- For each option listed above considerations and requirements shall be identified for:
  - Supporting staff including but not limited to, maintenance technicians, information technology technicians, and custodians;
  - Considerations for climate-controlled server room;
  - Plan for redundancy with IT infrastructure to ensure no interruption to the court system (due process).
  - Potential funding streams for each option listed above shall be recommended. Examples of potential funding sources are Impact Fees, Capital Improvement Plan, Grants, and Appropriations.
  - Consideration of energy efficiency, urban planning best practices, traffic and transportation impacts and any other factors to the determination of any site's adequacy.
- Master Plan Document
  - The awarded Consultant shall prepare a twenty-five (2049) and fifty (2074) year Master Plan document. The Master Plan is expected at a minimum to contain the following elements:
    - Statement of Objectives, Principles, Assumptions, Policies;
    - Community Overview: An overview of Clay County's historical and current context, as well as Clay County's forecasted future;
    - Engagement Overview: An overview of all engagement activities and what was heard from Stakeholders;
    - Assessment Overview: An assessment of the condition of the existing facility. This shall include prioritized recommendations for renovation and maintenance plan of the existing facility;
    - Implementation Plan: Policy Recommendations and Implementation Matrix;
    - Facilities Plan Element: A detailed long or mid term schedule and specifications for implementing the facility;
    - Action Plan Element: An action plan containing a prioritized list of recommendations necessary to accommodate program growth and to create optimal and efficient use of the facility;
    - Financial Plan Element: A financial plan outlining the fiscal impact of each recommendation;

- Technical Appendices and Reports: Charts, graphs, maps and other data as needed to support the plan and its presentation to appropriate audiences.
- The final Master Plan and report are anticipated to include both a narrative and graphic components and will possibly be used to pursue design and construction services. Accuracy of graphic shall be developed to a level and scale to support quantity take-offs for general planning purposes.
- Prior to formal presentations, each section of the report will be subject to Stakeholder review cycles which should be reflected in the project schedule. The awarded Consultant will be required to adjust the Master Plan and report upon suggested edits. Advancement though each section of the report will be contingent upon Stakeholder recommendations. The awarded Consultant may be asked to assist in several internal and external workshops of the Master Plan and report. The final Master Plan and report shall be presented for final approval.
- Cost Estimates
  - The awarded Consultant shall provide cost estimates throughout the Master Plan. The cost estimates will be broken down into these elements:
    - New Building - Land purchase (size and location proposed) and build required square footage.
    - Remodel - Remodel current building to meet Master Plan. Increase the square footage and parking as necessary.
    - Hybrid - Remodel current building and move personnel out of the Courthouse who do not need to work in the facility on a daily basis.
  - The awarded Consultant shall recommend any update to the Project budget necessary to reflect any changes resulting from the Master Plan.

The awarded Consultant may be asked to provide additional services for other facilities including, but not limited to:

- Clay County Jail
  - 901 N Orange Avenue, Green Cove Springs, FL 32043
- Clay County Historical Courthouse
  - 915 Walnut Street, Green Cove Springs, FL 32043

### 3.9. Term

The County's objective is to have Phase I completed within six (6) months of the effective date of the awarded agreement and Phase II completed within an additional eight (8) months, if awarded.

Consultant shall provide a detailed schedule reflecting the proposed timeline to complete Phase I and Phase II.

### 3.10. Payment

The Consultant 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.

### 3.11. Performance Evaluation

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

### 3.12. Cancellation of Contract

If the awarded Consultant fails to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

### 3.13. Additional Services

If the County and/or awarded Consultant identifies any additional services to be provided by Consultant 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 Consultant.

### 3.14. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

Unless there is a clear statement provided within Bidders Bid, all other Consultants listed will be considered as subconsultants.

**EXHIBIT 2  
CONSULTANT'S  
PROPOSAL**

December 2, 2024

Clay County  
Ms. Karen Smith  
Director of Administrative and Contractual Services  
477 Houston Street  
Green Cove Springs, FL 32043

**RE: RFQ 23/24-080 - Clay County Judicial Facility Programming Plan**

Dear Ms. Smith,

Dewberry in association with CGL are pleased to submit our revised fee proposal for the planning studies for your courthouse. The study of the judicial facilities will provide the County with a long-term master program document to address the full range of services needed to support needs of your court system. Attached to this cover letter are the following documents:

- Scope of Work for Programming the County's Court functions
- Fee proposal for the Judicial programming effort
- Project Schedule

Total Fees for the Judicial Facility Master Plan: \$249,997.00

We greatly appreciate this opportunity to submit our fee proposal and associated scope of work for your judicial programming plan. We are available to discuss our proposal at your earliest convenience. Also, should you have any questions regarding our submittal please do not hesitate to reach out.

Sincerely,



Jim Beight, AIA, LEED AP  
Senior Principal

Attachments:

Attachment A Scope of Work for Master Programming for the County's Court functions

Attachment B Judicial Master Programming Fee

Attachment C Schedule

# ATTACHMENT A JUDICIAL SCOPE

## REVISED 12.2.24

### A. Approach to Serving the Needs of the County/ Judicial Functions

The Dewberry Team is prepared to provide the planning, facility evaluation, and workshop facilitation services required to quantify the long-term needs of Clay County's Court system. We propose a project approach that will foster consensus among the justice system, Clay County, and other affected agencies.

#### OUR PROCESS RECOGNIZES:

- The independent and interrelated concerns and needs of each court and court related functions, and the need for a collaborative process that will recognize and address the priorities of all groups within the court system.
- The necessity of arriving at a fiscally responsible solution that provides long-term viability as well as expansion capabilities and including associated construction costs to assist in capital planning.
- The need to balance any uncertainty associated with long-term planning with a flexible project implementation timeline, so that each recommended phase can serve as a workable solution.

The goal of a process and document which map out clear steps for the County to follow, including specific solutions for court expansion.

Our team has years of expertise conducting similar studies in Florida and around the U.S. using a method that combines the specialty expertise of our team members with the knowledge of local stakeholders in a series of collaborative workshops.

#### Key Project Challenges & Opportunities:

##### Evidence-based caseload forecasting

- Statistical modeling methodology based on an intimate knowledge of the differences among case types, workload, national trends and staffing needs,
- Accurate forecasting is the first step in the space plan and must be focused on adapting to the realities of court operations.

##### Court Administration Best Practices on Efficiency

- Courts are examining themselves from a re-engineering perspective so they may operate more efficiently in difficult fiscal settings.
- A facility planning study considers possible efficiencies noted in the course of interviews and observations of court operations to enhance efficiency and service through technology.
- We will address the technology applicability to enhance or remedy court operation and service delivery under various geographic configurations.

##### Systemic Coordination

- Identify concerns, constraints, and opportunities for upgrades to address the County's goals for facility operation.
- Access to courts by the general public will be factored into the implementation schedule.

##### Development of Viable Alternatives

- Verify that all viable possibilities are considered and are allowed.

##### Assessing Operational Impact of Alternatives

- Site planning for a facility either as an expansion or as new construction at another location on county-owned property involves a reconsideration of impact on court operations and the operations of court-related agencies.

We believe the following to be the more prominent challenges confronting the County, which we will assist in addressing through this study:

- 1 - evidence-based caseload forecasting,
- 2 - accurate assessment of courtroom and judicial needs,
- 3 - development of viable alternatives,
- 4 - assessing operational impact of alternatives,
- 5 - economically viable facility solutions.

1. Evidence-based caseload forecasting. Over a period of 30 years, the planning team has honed a methodology for forecasting caseload and related workload as the basis for space needs planning. This methodology is based on an assessment of the



# ATTACHMENT A JUDICIAL SCOPE

## REVISED 12.2.24

different processing paths among case types and the variations in space, workload, and staffing needs that they create.

2. Accurate assessment of courtroom full-time equivalencies. Determining the existing courtroom utilization is important to estimating future Courtroom needs. Our team has developed a unique approach to converting caseload and court dockets into quantifying the need for new judges and courtrooms through the analysis of caseload type. This analysis allows the court docket to be analyzed for potential improvements in efficiencies in courtroom use, in many of our team's needs studies, identification of the best solution relies on the flexibility of this analysis.

3. Efficient Operations and system coordination. One central question is the reasonableness of upgrading the existing court infrastructure, given today's unique tensions between public access and security. Our team has worked in similar existing courthouses where continued use of the facility appeared impossible. We have crafted a respectful and delicate solutions to allow for the continued use of existing court facilities. Our team is prepared to review the existing facilities in Clay County to arrive at a workable solution.

The planning team will coordinate closely with the County Project Manager, County officials and Court Leaders to maintain ongoing communication and to verify that systemic issues are surfaced and addressed.

4. Development of Viable Alternatives. The best way to arrive at the ideal solution is to first identify all the viable alternatives and evaluate each using unbiased operationally oriented criteria. The process we will undertake is a collaborative, workshop-oriented process designed to permit exploration of a range of solutions, without narrowing the range of options from the outset, so that a solid decision-making methodology can be undertaken. and documented in a context designed to encourage participation by all stakeholders., and that there is consensus around the recommended solution.

5. Assessing operational impact of alternative solutions. The most common issues that arise in older court facility studies involve adjacency, security, and circulation. These factors affect the efficiency of operations. From in-custody movement to paper

transfer, nuances to the way the parties in the criminal justice system interact can be enhanced or hindered by the physical placement of elements. Operational efficiency and security will drive solutions, and the operational pros and cons of each alternative will be discussed thoroughly with the County and the Courts.

### B. Project Approach and County Involvement

The following Project Approach details how the planning team plans to collaborate with Clay County and the Courts throughout this planning effort. The specific activities described reflect the corresponding schedule of tasks and major milestones on the project schedule at the close of this section.

To guide the progress of the team, we recommend the County assemble a steering committee. This committee will oversee the team's schedule, initiatives, and interim deliverables and will meet regularly or as needed to provide input at key decision points and to guide the team in the correct direction. As directed by the County, the steering committee can be comprised of key decision makers with the following roles, skills, or familiarity: representative(s) from Clay County; the clerk of each division; representatives from all court-related agencies. The Steering Committee will work in close coordination with our planning team to verify the process and solution reflect the priorities of all key user groups.

The effort described in the provided scope of services is focused on the development of the space needs for Clay County's Judicial system. At the completion of the effort the County and the Courts will have a program document that outlines the needs of the courts for 10, 15, 25 and 50 years. The planning team will also make a recommendation as to the long-term viability of reuse and expansion of the current facility versus the construction of a new facility.

### PHASE 1 - INFORMATION GATHERING

**The work effort will be performed in two steps, task 1.1 through task 1.6 will be performed as Phase 1A. Task 1.7 through 1.10 will be performed as Phase 1B. Following is the scope of work for the phase 1A work effort:**

# ATTACHMENT A JUDICIAL SCOPE

## REVISED 12.2.24

The first phase of this project consists of the following: data collection and review, the physical assessments of existing facilities, data analysis and forecasting, and user interviews to gain an understanding operational needs of each functional component in the court system.

### PHASE 1A PROJECTIONS AND FACILITY ASSESSMENT

#### TASK 1.1: KICKOFF VISIONING MEETING (CONCURRENT WITH TASK 1.2)

The project will start with a kickoff meeting with the planning team and the steering committee. Scheduled within two weeks of the Notice to Proceed, this meeting will permit all major decision-makers on the project to meet one another face-to-face and will provide an opportunity for the group to review the project schedule and set meeting dates. The planning team will present the proposed project approach and will work with the steering committee to adjust and tailor the project tasks to meet the priorities and any schedule demands. This meeting will also provide a forum to work with County and court leadership to establish some guiding principles to direct the planning efforts. These guiding principles will establish over-arching project goals, to verify that all work efforts will be directed toward a successful solution.

#### TASK 1.2: DATA COLLECTION AND REVIEW

As part of the data collection, the planning team will conduct brief tours of the space currently occupied by each court or court-related agency. These tours will allow the team to gain familiarity with the current operational context of the courts, and the challenges they face in their existing spaces.

This initial period of the project will also serve as the logistical coordination period during which the physical assessments will be scheduled, to keep the project moving on schedule.

#### TASK 1.3: USER SURVEYS AND INTERVIEWS (CONCURRENT WITH TASKS 1.4 AND 1.5)

The planning of a long-term facility solution affords an opportunity to streamline operations in the remodeled or new environment. The planning team will issue a survey and will conduct user interviews to gather input on operational concerns and needs and the ideal vision of a future work environment. The planning team will work with court leadership and

the user groups to prepare a list of operational issues for the planning team to resolve through the facility Master Plan. The surveys and interviews will take several weeks to complete, making this an ongoing task concurrent with Tasks 1.4 and 1.5.

#### TASK 1.4: SITE AND PHYSICAL ASSESSMENT (CONCURRENT WITH TASKS 1.3 AND 1.5)

Team members will tour each facility currently housing court functions. A walk-through assessment of each building will familiarize our team with the facilities and will prepare us for in-depth discussions with staff about operations and current and future use of each. This assessment will include a review of each building's design, general conditions, and code compliance as well as the amount of space available for various court-related activities (or for backfill). Facility assessments will be conducted by a team including a court architect, court planner, civil engineer, structural engineer, mechanical and electrical engineer. The building assessment effort is limited to providing an overall building condition assessment, not a detailed assessment of all aspects of the building. The survey team will meet on site with the County's facility staff who will provide a tour of the facilities and provide known facility deficiencies to the survey team. No destructive testing or haz-mat testing fees are included in this fee.

The physical assessment will include:

- Architectural/Engineering - Structural/architectural/historic/aesthetic assessment of major building components including roof, ceiling, fenestration, points of ingress/egress, and building envelope.
- General Conditions, Major Facility Concerns - including pending routine maintenance items/significant deferred maintenance.
- Code Analysis - evaluation of site and facility to determine if they meet applicable codes as well as any accessibility deficiencies.
- Operations and Space Utilization - floor plans will be collected or, if none exist, rough illustrations will be developed for each court and court-related group to aid in understanding current facility utilization. The team will talk to staff to

# ATTACHMENT A JUDICIAL SCOPE

## REVISED 12.2.24

learn how existing space is used and operational limitations posed by existing space.

- Security Analysis – evaluation of the security measures in place, access and circulation for the public, judges, and in-custody defendants, and recommendations for improvements.

The planning team will also conduct a site assessment to evaluate the suitability of the existing site for potential reuse or expansion options. The team will rely on our experience with area zoning and permit regulations to analyze the parking capacity and building footprints available. Other information gathered, as relevant, will include:

- Existing boundary survey
- Existing survey control, if any
- Existing topographical information and location of existing improvements
- Existing site conditions including hydrology, and soils
- Analysis of previously designed storm water management facilities including existing storm sewers
- Clay County, Green Cove Springs and other relevant zoning and ordinances as they relate to the development of the site.
- FDOT requirements for access to highways if applicable
- Division of Environmental Protection requirements with regards to grading and sediment control

The site and physical assessment task will conclude with an overall determination of the court facility's value to Clay County and an understanding of factors affecting quality of use, to assist the team in making decisions about renovation and/or expansion feasibility. We will also have a sound understanding of the land available for expansion, the parameters and requirements which will shape the options. This assessment forms the basis for future options.

### TASK 1.5: WORKLOAD ANALYSIS/ FORECASTING (CONCURRENT WITH TASKS 1.3 AND 1.4)

This task represents the analytical foundation of the project and will focus on developing a clear understanding of current system operations and gathering historic caseload, workload, and staffing data that will be used to generate projections of growth and space requirements. The determination of how many cases will be managed in the future is critical to facility development goals. A solid caseload analysis and forecast will help in strategically preparing for future facility needs. Chloe Jaco with CGL will collect all data required to complete 10, 15, 25 and 50 year caseload forecasts by case type. Preliminary caseload estimates will be brought to Workshop 1, so that stakeholders can have a voice in selecting the most appropriate forecast to match expected growth in Clay County.

The caseload/workload forecast, together with other drivers (grant funding, prioritization) will be used to estimate personnel requirements for all court and related agencies. The forecast will factor in relevant trends in the Florida judicial system as well as future trends of the justice system from a national perspective. A preliminary range of projections of caseload/workload, based on current operational standards and high/low projection of population and growth, will be developed and translated into personnel required, based on applicable historic ratios and operational standards. These projections will be prepared for the next 50 years in 10, 15, 25 and 50 year intervals. The projected personnel requirements will be brought to Workshop 1 as well, and one confirmed, will be used as the basis for the Program of Space Needs.

### TASK 1.6: WORKSHOP 1

Once facility evaluations and initial caseload, workload, personnel, and judicial forecasts have been completed, the study team will meet with the Steering Committee in a workshop setting to present the findings and the recommended forecast of caseload, courtrooms, court related personnel and administrative functions. This working meeting will solicit and welcome input from the Committee, and the Committee will be asked to review, modify, and/or approve the recommended forecasts. The planning team will also present findings for the Courthouse and other court-occupied facilities, any major concerns, and their recommendations with

# ATTACHMENT A JUDICIAL SCOPE

## REVISED 12.2.24

regards to the long-term re-use potential of each building from a general perspective.

The input received at this meeting will shape the team's subsequent efforts and will be crucial to developing a realistic space program of total space needs. At this point, the Steering Committee will reconfirm the proposed list of agencies to be included in the programming effort. This group should consist of representatives from the clerk's office of each division, at least one judge from each division, the Sheriff's Office, the Prosecuting Attorney, and other court related agencies as needed to give a full view of the needs of the court agencies.

### PHASE 1B BLOCK SPACE PROGRAM DEVELOPMENT

#### TASK 1.7: DEVELOP ARCHITECTURAL BLOCK SPACE PROGRAM AND SPACE UTILIZATION DOCUMENTS

Based on the results of Tasks 1.2, 1.3, and 1.5, a block space program will be developed for each agency or functional element for 10, 15, 25 and 50 year intervals. These incremental space projections will be presented in BLOCK space format, showing court agencies as overall departmental space requirements. One of the block space programs will be selected for use in Phase 2 Master Planning. A final room by room space program will be completed later when implementation of the project proceeds. Current space standards in publications such as The National Center of State Courts' Courthouse Planning and Design Guideline, American with Disabilities Act (ADA) Accessibility Guidelines for State and Government Facilities, and, as well as any office space standards adopted by Clay County and as developed as a part of this study, will be utilized as applicable. The block space program will be packaged in a report chapter format, together with operational summary, main concerns, and problems to address, and adjacency requirements.

#### TASK 1.8: WORKSHOP 2

At the conclusion of Phase I, the planning team will present the outcome of the user interviews and the resulting block space program for Steering Committee comments and input. This workshop will be conducted in a collaborative and constructive fashion to bring the planning team and the Steering

Committee together in terms of content knowledge and future direction for the project.

#### TASK 1.9: DEVELOP FINAL ARCHITECTURAL BLOCK SPACE PROGRAM

Based on the results of Workshop Number 2 the preliminary block program of space needs will be updated for each agency or functional element. This program will include net, departmental gross, and building gross square footages. Current space standards in publications such as The National Center of State Courts' Courthouse Planning and Design Guideline, American with Disabilities Act (ADA) Accessibility Guidelines for State and Government Facilities, and, as well as any office space standards adopted by Clay County, as well as developed as a part of this study will be utilized as applicable. The block space program will be packaged in a report chapter format, together with operational summary, main concerns and problems to address, and adjacency requirements.

A preliminary Order of Magnitude Cost estimate will be developed based on the program information to serve as a check for the project's alignment with the County's resources.

# ATTACHMENT A JUDICIAL SCOPE

## REVISED 12.2.24

### TASK 1.10: FINAL REPORT

Once the program and space requirements are approved, the Planning Team will produce the final Programming Document.

The planning team will submit an initial draft for review and comment. A final Phase 1 Report will then be issued which includes review comments and updates.

Deliverables:

#### Phase 1 Report

1. Facility Assessments
2. Site Analysis
3. Surveys/Interview Findings/  
Operational Goals
4. Data Analysis and  
Caseload/Courtroom/Judgeship  
Forecast
5. Architectural Block Space Program/  
Space Utilization Documents
6. Recommendation on the viability of  
the reuse of the existing courthouse  
versus the construction of a new  
free-standing facility
7. Provide Options for project delivery  
and implementation

# ATTACHMENT B

Clay County Judicial Facility Programming  
 Fee Breakdown Court Functions  
 12.2.24

Firm	Dewberry Architecture, Security/Technology, and Civil,							CGL Planning and Programming				Salas O'Brien MEP and FP					BBM Structural		CC&A Est'g		Totals		
Professional Position	J. Beight PIC	J. O'Toole QA/QC	Z. Marti Proj. Mngr.	D. Lee Arch.	Assoc. Arch.			Civil Eng'r	C. Jaco Lead Plan'r	B. Firfer Planner	Statistician	Plan'g Supp.	ME & PM	A. Levine Elec. Engr.	R. Poore P/FP. Design	A. Stevens Mech Engr.	V. Diaz Elec. Engr.	L. Irizzary Admin	L. Bedoya Struct. Eng.	Struct. Sup.	Estimator		
Hourly Rates	350	325	240	195	110		185	170	325	260	325	175	240	240	170	110	170	45	224	170	200		
<b>PHASE IA: PROJECTIONS AND FACILITY ASSESSMENTS</b>																							
<b>Task 1.1 - Kickoff/ Visioning Meeting/Meeting 1</b>																							
Kick Off Meeting (In Person)	8		4						8	8									1	1		30	
Document Meeting																						0	
<b>Task 1.2 - Data Collection/Review</b>																							
Material Compilation and Review			4					8	2	2	2		4	4	4	2	2		2	2		38	
<b>Task 1.3 - User Surveys and Interviews</b>																							
Survey preparation and distribution									2	2												4	
User Meeting (In Person)	8		16						24	24												72	
Compilation of Information									4	8												12	
<b>Task 1.4 - Site and Physical Assessment</b>																							
Architectural Building Assessment			2	16																2	2	22	
Historic Survey								0														0	
Site/ Building Systems Analysis				2				32					16	16		2	2		8	8		86	
Court Tech/Security Analysis																						0	
Create Base Floor Plans, Document current conditions and space usage			4	8	80																	92	
Document Findings			16					12					4	4		2	2	8	4	4		56	
<b>Task 1.5 - Work Load Analysis/Forecasting</b>																							
Caseload, workload, and staffing analysis											16	32										48	
Caseload/courtroom forecast (preliminary, revised, and final)											16	32										48	
Personnel Projections											16	32										48	
Document Findings									2	2	8	16										28	
<b>Task 1.6 - Workshop 1 (Meeting 2)</b>																							
Preparation of Materials, team coordination									2	2	2	2	1	1								10	
Present Forecast findings (In Person)	8		4						16	4	16								1	1		50	
Update and Finalize Forecasts									2	2	8	8											
<b>Total Hours per Person</b>																							
	24	0	50	26	80	0	0	52	62	54	84	122	25	25	4	6	6	8	18	18	0	644	
<b>Subtotal Professional Fees by Individual</b>																							
	8,400	0	12,000	5,070	8,800	0	0	8,840	20,150	14,040	27,300	21,350	6,000	6,000	680	660	1,020	360	4,032	3,060	0	\$147,762.00	
<b>Subtotal Professional Fees by Firm</b>																							
Dewberry	43,110							CGL	82,840				Salas O'Brien					14,720		BBM	7,092	0	
<b>Subtotal Professional Fees Phase IA</b>																							
<b>\$147,762.00</b>																							

Firm	Dewberry						CGL Planning and Programming					Salas O'Brien MEP and FP							CC&A Est'g		
	J. Beight PIC	J. O'Toole QA/QC	Z. Marti Proj. Mngr.	D. Lee Arch.	Assoc. Arch.		C. Allen Civil Eng'r	C. Jaco Lead Plan'r	B. Firfer Planner	Statistician	Plan'g Supp.	K. Cartier ME & PM	A. Levine Elec. Engr.	R. Poore P/FP. Design	A. Stevens Mech Engr.	V. Diaz Elec. Engr.	L. Irizzary Admin	L. Bedoya Struct. Eng.	Struct. Sup.	Estimator	Totals
Hourly Rates	350	325	240	195	110		170	325	260	325	175	240	240	170	110	170	45	224	170	200	
<b>PHASE IB: BLOCK SPACE PROGRAM DEVELOPMENT</b>																					
<b>Task 1.7 - Develop Draft Architectural Space Program Program</b>																					
Conduct User Needs & Future Space Review (In Person Meetings)	8		24					24	24												80
Block Space Program Development,								8	32												40
Prepare Draft Space Program								4	32												36
<b>Task 1.8 - Workshop 2 (Meeting 3)</b>																					
Preparation of Materials, team coordination								8	16												24
Present Draft Program Findings (In Person Meeting)	8		4					8	8												28
Update Program Document								4	16												20
<b>Task 1.9 - Develop Revised Architectural Space Program Program</b>																					
Conduct Programming Interviews (In Person Meeting)	8		8					16	16												48
Block Space Program Development								4	16												20
Order of Magnitude Estimate			2	4																26	
<b>Task 1.10 - Phase 1B</b>																					
Draft Phase 1 Report	4	4	4				2	2	8												24
Final Phase 1 Report	2	2	4				2	3	8												21
																					0
<b>Total Hours per Person</b>																					
	30	6	46	4	0	0	0	4	81	176	0	0	0	0	0	0	0	0	0	26	
<b>Subtotal Professional Fees by Individual</b>																					
	10,500	1,950	11,040	780	0	0	0	680	26,325	45,760	0	0	0	0	0	0	0	0	0	5,200	\$102,235.00
<b>Subtotal Professional Fees by Firm</b>																					
	Dewberry						CGL					Salas O'Brien					BBM		0	5,200	
<b>Subtotal Professional Fees Phase IB</b>																					
																			0	5,200	\$102,235.00
<b>TOTAL PROFESSIONAL FEES PHASES IA &amp; IB</b>																					
																			0	5,200	\$249,997.00

- Fee Clarifications**
1. Haz-Mat Survey work not included. Fee is based on review of existing information.
  2. No Geotechnical testing is included in this fee
  3. No survey is included

# Clay County Court Study

Master Program of Space Needs and Facilities Assessment

Proposed Schedule		Months											
		1	2	3	4	5	6	7	8	9	10	11	12
<b>Phase One Needs Assessment</b>													
<b>Phase 1A Projections and Facility Assessments (10 Weeks)</b>													
1.1	Kick Off/Visioning Meeting	█											
	schedule review	█											
	Establish Goals and Objectives	█											
1.2	Data Collection and Review		█	█									
	Collect and Review Existing Info.		█	█									
1.3	User Surveys and Interviews		█	█	█								
	Distribute Survey		█	█	█								
	Collect Survey Info		█	█	█								
	User Interview 1 (in person)					█							
	Compile Information				█	█							
1.4	Site and Physical Assessment		█	█	█								
	On Site Building Assessment		█	█	█								
	Develop Existing Floorplans				█	█							
	Document Findings				█	█							
1.5	Work Load Analysis/Forecasting		█	█	█								
	Preliminary Growth Projections		█	█	█								
	Court/Judicial Projections				█	█							
	Personnel Projections				█	█							
1.6	Work Shop 1					█	█						
	Presentation of Facility Issue					█	█						
	Present/Discussion of Growth Models					█	█						
	Client Review/Comments						█						
<b>Phase 1B Block Space Program Development (14 Weeks)</b>													
1.7	Develop Draft Architectural Block Space Program				█	█	█						
	User Interview 2 (in person)					█							
1.8	Work Shop 2							█	█				
	Present Initial Program								█	█			
	Client Review/Comments								█	█			
1.9	Develop Final Architectural Space Program								█	█			
	User Interviews 3 (in person)									█	█		
	Order of Magnitude Cost Estimate									█	█		
1.10	Publication of Final Report										█	█	
	Incorporate Comments/Produce Draft Final Report											█	█
	Owner Review and Comment											█	█
	Incorporate Comments/Produce Final Draft												█





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual  
Services

**SUBJECT:**

Approval of the Third Amendment to Grant Agreement No. 2021/2022-208 with the State of Florida Department of Environmental Protection (Number 22PLN05) regarding the Clay County Flooding Vulnerability Assessment extending the expiration date until March 31, 2025, as well as to include updates to the DEP standard terms and conditions, program requirements, form updates and additions, and wording updates. There is no change in the funding.

Funding Source:

General Fund-All Grants Organization-Vulnerability Assessment Grant

**AGENDA ITEM TYPE:**

**BACKGROUND INFORMATION:**

The County was awarded a Resilient Florida Program Cost Reimbursement Grant from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program ("DEP") under agreement number 22PLN05 to fund the County Flooding Vulnerability Assessment in the amount of \$400,000.00. DEP has issued an extension to allow time for the DEP close-out process. The amendment also removes, updates, and adds various terms and conditions in accordance with current laws and federal/state grant requirements, makes minor wording updates and changes, and updates grant processes and includes form changes to conform with current grant requirements. All changes are minor, with no changes to the substance or funding amount of the grant.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes/No/N/A):

**Yes**

Funding Source:

General Fund-All Grants Organization-Vulnerability Assessment Grant

Account No:

FD1000-CC1233-334310-GR010086-PRJ100399

Sole Source (Yes/No):

**No**

Advanced Payment

(Yes/No):

No

ATTACHMENTS:

Description	Type	Upload Date	File Name
Contracts DEP ▫ Vulnerability Assessment	Agreement/Contract	12/4/2024	FDEP_22PLN05_A3_-_Clay_County_Flooding_Vulnerability_Assessment.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	12/4/2024 - 4:09 PM	Item Pushed to Agenda

**AMENDMENT NO. 3  
TO AGREEMENT NO. 22PLN05  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Agreement No. 22PLN05 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Clay County Board of County Commissioners (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Clay County Flooding Vulnerability Assessment (Project), effective August 30, 2022; and,

WHEREAS, the Parties have agreed to an extension of the Agreement to complete the Project; and,

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period; and,

WHEREAS, the Department has requested an update to the Special Terms and Conditions; and,

WHEREAS, the Department has requested an update to the Performance Measures and Consequences for Non-Performance in Attachment 3, Grant Work Plan; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Exhibit A, Exhibit H, and Exhibit I following updates from the Office of the General Counsel; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to March 31, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

<b>Department's Grant Manager</b>
Name: Carson Norris
Address: 3900 Commonwealth Blvd
MS #230
Tallahassee, FL 32303
Phone: 850-245-8347
Email: Carson.Norris@FloridaDEP.gov

3. Attachment 1-B, Second Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-C, Third Revised Standard Terms and Conditions. All references in the Agreement to Attachment 1-B shall hereinafter refer to Attachment 1-C, Third Revised Standard Terms and Conditions.
4. Attachment 2-C, Third Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-D, Fourth Revised Special Standard Terms and Conditions. All references in the Agreement to Attachment 2-C shall hereinafter refer to Attachment 2-D, Fourth Revised Special Terms and Conditions.
5. Attachment 3-C, Third Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-D, Fourth Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-C shall hereinafter refer to Attachment 3-D, Fourth Revised Grant Work Plan.
6. Attachment 4, Public Records Requirements is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 4, shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.
7. Attachment 5-A, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-B, Second Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5-A, shall hereinafter refer to Attachment 5-B, Second Revised Special Audit Requirements.
8. Attachment 6-A, Revised Program Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-B, Second Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6-A, shall hereinafter refer to Attachment 6-B, Second Revised Program Specific Requirements.
9. Exhibit A-1, Revised Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A21, Second Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A-1 shall hereinafter refer to Exhibit A-2, Second Revised Progress Report Form.
10. Exhibit H-1, Revised Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-2, Second Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H-1 shall hereinafter refer to Exhibit H-2, Second Revised Contractual Services Certification.
11. Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification, is hereby deleted in its entirety and replaced with Exhibit I-2, Second Revised Vulnerability Assessment Compliance Checklist Certification, as attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I-1, shall hereinafter refer to Exhibit I-2, Second Revised Vulnerability Assessment Compliance Checklist Certification.
12. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Authorized Representative or Designee

By: \_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_, Chairman of Board of  
County Commissioners  
\_\_\_\_\_  
Print Name and Title

Alex Reed, Director  
\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_  
—

Date: \_\_\_\_\_

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	1-C	Third Revised Standard Terms and Conditions (14 pages)
Attachment	2-D	Fourth Revised Special Terms and Conditions (3 pages)
Attachment	3-D	Fourth Revised Grant Work Plan (7 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-B	Second Revised Special Audit Requirements (6 pages)
Attachment	6-B	Second Revised Program Specific Requirements (3 pages)
Exhibit	A-2	Second Revised Progress Report Form (1 page)
Exhibit	H-2	Second Revised Contractual Services Certification (1 page)
Exhibit	I-2	Second Revised Vulnerability Assessment Compliance Checklist Certification (1 page)

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
THIRD REVISED STANDARD TERMS AND  
CONDITIONS APPLICABLE TO GRANT AGREEMENTS  
ATTACHMENT 1-C**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**ATTACHMENT 1-C**

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
  - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
  - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
  - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
  - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

## **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten 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) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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 paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with 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 the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. 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 for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department 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. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in 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 it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. 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 a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract 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 a contract 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 for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where**

**there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## **25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
  - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

#### **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

#### **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department'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 Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,



general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

### **31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

### **32. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Fourth Revised Special Terms and Conditions  
AGREEMENT NO. 22PLN05**

**ATTACHMENT 2-D**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Clay County Flooding Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

## **8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.  
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.  
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

No retainage is required under this Agreement.

## **11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## **12. State-owned Land.**

The work will not be performed on State-owned land.

## **13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## **14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

**Attachment 2-D**

2 of 3

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FOURTH REVISED GRANT WORK PLAN  
AGREEMENT NO. 22PLN05**

**ATTACHMENT 3-D**

**PROJECT TITLE:** Clay County Flooding Vulnerability Assessment

**PROJECT LOCATION:** The Project is located within Clay County, Florida.

**PROJECT DESCRIPTION:**

The Clay County Board of County Commissioners (Grantee) will conduct the Clay County Flooding Vulnerability Assessment (Project) to include the development of a County-wide Vulnerability Assessment (VA), pursuant to Section 380.093, Florida Statutes (F.S.) and Adaptation Plan (AP). The Project will assemble a multi-jurisdictional steering committee and will include community-stakeholder outreach. The VA will form the foundation of a strategic resilience plan that will prioritize and develop future strategies to address areas of vulnerability within Clay County.

**TASKS AND DELIVERABLES:**

**Task 1: Kick Off Meeting**

**Description:** After a notice-to-proceed is issued, the Grantee will meet to develop an overall project management plan and to address initial actions. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

**Deliverables:** The Grantee will provide the following:

- **1.1:** A draft list of steering committee members;
- **1.2:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.3:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

**Task 2: Assemble Steering Committee**

**Description:** The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

**Deliverables:** The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

### **Task 3: Conduct Steering Committee Meetings**

**Description:** The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

**Deliverables:** The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation;
- **3.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

### **Task 4: Public Outreach Meeting #1**

**Description:** The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

### **Task 5: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, Florida Statute (F.S.). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in s. 380.093(2) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching



background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

**Deliverables:** The Grantee will provide the following:

- **5.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in s. 380.093(2) 1-4, F.S.

### **Task 6: Exposure Analysis**

**Description:** The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **6.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

### **Task 7: Sensitivity Analysis**

**Description:** The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Deliverables:** The Grantee will provide the following:

- **7.1:** A draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and
- **7.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impact(s) each asset.

### **Task 8: Public Outreach Meeting #2**

**Description:** The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation

for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

### **Task 9: Identify Focus Areas**

**Description:** The Grantee will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **9.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **9.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **9.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **9.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

### **Task 10: Final Vulnerability Assessment Report, Maps, and Tables**

**Description:** The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **10.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.;
- **10.2:** Final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impact(s) each asset.;

- **10.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **10.4:** A signed VA Compliance Checklist Certification.

### **Task 11: Adaptation Plan**

**Description:** The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

**Deliverables:** The Grantee will provide the final AP or Report.

### **Task 12: Public Presentation**

**Description:** The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **12.1:** Meeting agendas to include location, date, and time of meeting;
- **12.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **12.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **12.4:** Copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **12.5:** A summary report including attendee input and meeting outcomes.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) on or before the Task Due Date listed in the Project Timeline. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement’s Date of Expiration, and in coordination with the Department’s Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the

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Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$5,000	\$0	\$5,000	7/1/2021	9/30/2024
2	Assemble Steering Committee	Contractual Services	\$5,000	\$0	\$5,000	7/1/2021	9/30/2024
3	Conduct Steering Committee Meetings	Contractual Services	\$10,000	\$0	\$10,000	7/1/2021	9/30/2024
4	Public Outreach Meeting #1	Contractual Services	\$5,000	\$0	\$5,000	7/1/2021	9/30/2024
5	Acquire Background Data	Contractual Services	\$35,000	\$0	\$35,000	7/1/2021	9/30/2024
6	Exposure Analysis	Contractual Services	\$25,000	\$0	\$25,000	7/1/2021	9/30/2024

7	Sensitivity Analysis	Contractual Services	\$25,000	\$0	\$25,000	7/1/2021	9/30/2024
8	Public Outreach Meeting #2	Contractual Services	\$5,000	\$0	\$5,000	7/1/2021	12/30/2024
9	Identify Focus Area	Contractual Services	\$75,000	\$0	\$75,000	7/1/2021	12/30/2024
10	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$150,000	\$0	\$150,000	7/1/2021	1/31/2025
11	Adaptation Plan	Contractual Services	\$50,000	\$0	\$50,000	7/1/2021	2/28/2025
12	Public Presentation	Contractual Services	\$10,000	\$0	\$10,000	7/1/2021	3/1/2025
<b>Total:</b>			<b>\$400,000</b>	<b>\$0</b>	<b>\$400,000</b>		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Revised Public Records Requirements**

**Attachment 4-A**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Second Revised Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5-B**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 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 \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:



By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5-B**

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Amendment 2	Florida Department of Environmental Protection	21.22	37.098	Resilient Florida Programs	\$400,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$400,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SECOND REVISED PROGRAM-SPECIFIC  
REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6-B**

**General**

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov).
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement’s Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement’s Date of Expiration, Exhibit F must also be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) upon completion of the project, which may be after the Agreement’s Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

### **Implementation Grants**

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

### **Grants Funded with American Rescue Plan Act (ARPA) Funds**

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to

identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A-2  
SECOND REVISED PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
SECOND REVISED CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H-2**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: 22PLN05

Project Title: Clay County Flooding Vulnerability Assessment

Grantee: Clay County Board of County Commissioners

---

Subcontractor: \_\_\_\_\_

*Note: Submit separate Exhibit H Certification for each additional subcontractor.*

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT I-2  
SECOND REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION  
CHECKLIST**

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department’s website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE: 11/21/2024

FROM: Courtney Grimm

SUBJECT:

AGENDA ITEM  
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Second Amendment to Donation Agreement	Agreement/Contract	12/5/2024	PCI_Fire_Station_Donation_Agreement_Second_Amendment_10.9.24_(002)ADA.pdf
Warranty Deed PCI to County	Agreement/Contract	12/9/2024	2021-2022-136_AM1_PCI_Fire_Station_Donation_Agreement_First_Amendment_BCC.ADA-11.2.pdf
First Amendment to Donation Agreement	Agreement/Contract	12/5/2024	23_-_signedu1ADA.pdf
Original Donation Agreement	Agreement/Contract	12/5/2024	PCI_Park_and_Civic_Site_Option_Donation_Agreement_3.16.22_Final_-_SIGNEDADA-w4-1.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	12/4/2024 - 4:10 PM	Item Pushed to Agenda

**CLAY COUNTY AGREEMENT/CONTRACT No. 2021/22 – 136 AM2**

**SECOND AMENDMENT TO DONATION AGREEMENT FOR FIRE STATION SITE  
Re: Peters Creek Investments, LLP**

This Second Amendment to Donation Agreement for Fire Station Site (the “Amendment”), is made and executed as of this \_\_\_\_\_ day of December, 2024, by and between Clay County, Florida, a political subdivision of the State of Florida (the “County”), and Peters Creek Investments, LLP, a Florida limited liability partnership (“PCI”).

**Recitals**

**WHEREAS**, the County and PCI entered into the Donation Agreement for Fire Station Site (“the Agreement”) on March 22, 2022 for the purpose of establishing the terms and conditions applicable to the donation by PCI of 4 acres of land to Clay County for a Fire Station; and,

**WHEREAS**, on January 9, 2024, the County and PCI amended Paragraph 5.b. of the Agreement to extend the time for the establishment of the final boundary of the Fire Station Site from no later than December 31, 2022 to no later than December 31, 2024; and,

**WHEREAS**, PCI has provided the final boundary of the Fire Station Site and a signed and sealed survey in accordance with the Agreement, as amended; and,

**WHEREAS**, the County has prepared the warranty deed for execution by PCI and requested a revision to the restrictions set forth in Paragraph 2 of the Agreement as the adjacent property owned by PCI was originally designated for residential use but has since been designated for commercial use; and,

**WHEREAS**, PCI is amenable to revising the restrictions set forth in Paragraph 2 of the Agreement; and,

**WHEREAS**, the parties wish to enter into this amendment to effectuate the parties' agreement to revise the restrictions set forth in Paragraph 2 of the Agreement and the County's obligations set forth in Paragraph 4 of the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove form an integral part of this Amendment to the Agreement. When construing this Amendment, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Amendment; provided, however, that if the recitals and a substantive provision of this Amendment are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. **Amendment to the Agreement.** Clay County and PCI mutually agree to amend Paragraphs 2 and 4 of the Agreement as follows:

2. **Fire Station Site.** PCI is obligated to donate 4 acres as depicted on the Willow Springs North PUD Site Plan (the "Fire Station Site"). Permitted use of the Fire Station Site shall be a public fire and EMS station. The Fire Station Site shall be buffered along the common boundary of the adjacent commercial property with the County installing and maintaining a 6 foot opaque fence and providing a 20 foot landscape buffer meeting the standards required by the Land Development Code at the time of plan approval for the Fire Station but in no event less than a 20 foot Type "B" buffer.

In the event the County chooses not to improve the Fire Station Site for a public fire and EMS station by March 31, 2040, by mutual agreement of the parties the restriction on permitted uses of the Fire Station Site may be revised by amendment to this Agreement after said date.

4. **The County's Obligations.** County shall prepare the warranty deed for the Fire Station Site and obtain a title opinion, if required. The warranty deed shall include the limitations on use of the four acre Fire Station site by specifically referencing the Agreement and any amendments thereto and the right to amend the use limitations after the date specified in the Agreement.

3. **Limit of Amendment.** The revisions to Paragraphs 2 and 4 are the sole changes to the Agreement, as amended, contemplated by this Amendment. All other terms and conditions established in the Agreement and First Amendment shall remain in full force and effect.

4. **Effective Date.** This Second Amendment to the Agreement, as previously amended, shall become effective on the date approved by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment as of the date and year first above written.

**PETERS CREEK INVESTMENTS LLP**  
a Florida limited liability partnership

**By: Developers Three, Inc., a Florida corporation, its Partner**

By: \_\_\_\_\_  
Name: Gerald R. Agresti  
Title: President

**By: The Paul E. and Ida Klare Reinhold Family Trust u/a dated 12/22/1965, its Partner**

By: \_\_\_\_\_  
Name: George M. Egan  
Title: Managing Representative for the Trust's investment in Peters Creek Investments, LLP, and on behalf of the Trustees

**By: The Klare N. Reinhold Irrevocable Trust u/a dated 12/22/1967, its Partner**

By: \_\_\_\_\_  
Name: George M. Egan  
Title: Managing Representative for the Trust's investment in Peters Creek Investments, LLP, and on behalf of the Trustees

**CLAY COUNTY, FLORIDA**

By: \_\_\_\_\_  
Betsy Condon, Its Chairman

Attest:

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



**CLAY COUNTY AGREEMENT/CONTRACT No. 2021/22 – 136 AM1**

**FIRST AMENDMENT TO DONATION AGREEMENT FOR FIRE STATION SITE**

**Re: Peters Creek Investments, LLP**

This First Amendment to Donation Agreement for Fire Station Site (the “Amendment”), is made and executed as of this 9 day of January, 2024, by and between Clay County, Florida, \_\_\_\_\_ a political subdivision of the State of Florida (the “County”), and Peters Creek Investments, LLP, a Florida limited liability partnership (“PCI”).

**Recitals**

**WHEREAS**, the County and PCI entered into the Donation Agreement for Fire Station Site on March 22, 2022 for the purpose of establishing the terms and conditions applicable to the donation by PCI of 4 acres of land to Clay County for a Fire Station; and,

**WHEREAS**, Paragraph 5.b. of the Agreement provides for the establishment of the final boundary of the Fire Station Site no later than December 31, 2022; and,

**WHEREAS**, Clay County is assessing its need for additional land adjacent to the Fire Station Site for public/civic use; and,

**WHEREAS**, the final boundary of the Fire Station Site is dependent on the completion of a determination as to whether additional land is desired by the County; and,

**WHEREAS**, the parties wish to extend the date for establishing the final boundary of the Fire Station Site to accommodate discussion of the need for additional public/civic use land.

**NOW THEREFORE**, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove form an integral part of this Amendment to the Agreement. When construing this Amendment, the parties shall refer to the recitals to the

extent necessary to give full effect to the intent of the parties as reflected in this Amendment; provided, however, that if the recitals and a substantive provision of this Amendment are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. **Amendment to the Agreement.** Clay County and PCI mutually agree to amend Paragraph 5.b. of the Agreement as follows to extend the deadline for establishment of the final boundary for the Fire Station Site:

5. **PCI's Obligations.** PCI and any transferee, or its successor, as applicable, shall:

b. Donate the Fire Station Site as provided herein. PCI and the County shall finalize the boundary for the Fire Station Site no later than December 31, 2024 and PCI shall provide the signed and sealed survey within 90 days of said date. The County shall prepare and present the warranty deed to PCI within 120 days of submittal of the signed and sealed survey by PCI to the County. PCI shall execute the warranty deed prepared by the County consistent with this Agreement when presented for execution. The parties may upon mutual agreement extend the date for finalizing the boundary; such extension shall also extend the date for delivery of the signed and sealed survey by PCI to a date 90 days after finalization of the boundary.

3. **Limit of Amendment.** The extension of the deadline for establishment of the final boundary for the Fire Station Site is the sole change to the Agreement contemplated by this Amendment. All other terms and conditions established in the Agreement shall remain in full force and effect.

4. **Effective Date.** This First Amendment to the Agreement shall become effective on the date approved by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

**PETERS CREEK INVESTMENTS LLP**  
a Florida limited liability partnership

By: George M. Egan  
George M. Egan (Jan 16, 2024 10:26 EST)  
George M. Egan  
Managing Representative

Date: Jan 16, 2024

**CLAY COUNTY, FLORIDA**

By: J.B. Renninger  
J.B. Renninger (Jan 15, 2024 22:08 EST)  
Jim Renninger, Its Chairman

Date: January 9, 2024

Attest:

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













# 2021-2022-136 AM1 PCI Fire Station Donation Agreement First Amendment BCC#23


Final Audit Report

2024-01-16


Created:	2024-01-13
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2HqBmD8YisIKgT7oHvgBWtJF5u78V2OO

## "2021-2022-136 AM1 PCI Fire Station Donation Agreement First Amendment BCC#23" History


-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)  
2024-01-13 - 1:49:58 AM GMT
-  Document emailed to clayesign@claycountygov.com for signature  
2024-01-13 - 1:51:00 AM GMT
-  Email viewed by clayesign@claycountygov.com  
2024-01-16 - 3:08:13 AM GMT
-  Signer clayesign@claycountygov.com entered name at signing as J.B. Renninger  
2024-01-16 - 3:08:48 AM GMT
-  Document e-signed by J.B. Renninger (clayesign@claycountygov.com)  
Signature Date: 2024-01-16 - 3:08:50 AM GMT - Time Source: server
-  Document emailed to bccdocs@clayclerk.com for signature  
2024-01-16 - 3:08:52 AM GMT
-  Email viewed by bccdocs@clayclerk.com  
2024-01-16 - 2:31:09 PM GMT
-  Signer bccdocs@clayclerk.com entered name at signing as Tara S Green  
2024-01-16 - 2:32:37 PM GMT
-  Document e-signed by Tara S Green (bccdocs@clayclerk.com)  
Signature Date: 2024-01-16 - 2:32:39 PM GMT - Time Source: server
-  Document emailed to George Egan (gegan@reinholdcorporation.com) for signature  
2024-01-16 - 2:32:40 PM GMT

 Email viewed by George Egan (gegan@reinholdcorporation.com)


2024-01-16 - 3:08:15 PM GMT

 Signer George Egan (gegan@reinholdcorporation.com) entered name at signing as George M.Egan

2024-01-16 - 3:26:53 PM GMT

 Document e-signed by George M.Egan (gegan@reinholdcorporation.com)

Signature Date: 2024-01-16 - 3:26:55 PM GMT - Time Source: server

 Agreement completed.

2024-01-16 - 3:26:55 PM GMT

**CLAY COUNTY AGREEMENT/CONTRACT No. 2021/22 – 136 AM1**

**FIRST AMENDMENT TO DONATION AGREEMENT FOR FIRE STATION SITE  
Re: Peters Creek Investments, LLP**

This First Amendment to Donation Agreement for Fire Station Site (the “Amendment”), is made and executed as of this 9 day of January, 2024, by and between Clay County, Florida, a political subdivision of the State of Florida (the “County”), and Peters Creek Investments, LLP, a Florida limited liability partnership (“PCI”).

**Recitals**

**WHEREAS**, the County and PCI entered into the Donation Agreement for Fire Station Site on March 22, 2022 for the purpose of establishing the terms and conditions applicable to the donation by PCI of 4 acres of land to Clay County for a Fire Station; and,

**WHEREAS**, Paragraph 5.b. of the Agreement provides for the establishment of the final boundary of the Fire Station Site no later than December 31, 2022; and,

**WHEREAS**, Clay County is assessing its need for additional land adjacent to the Fire Station Site for public/civic use; and,

**WHEREAS**, the final boundary of the Fire Station Site is dependent on the completion of a determination as to whether additional land is desired by the County; and,

**WHEREAS**, the parties wish to extend the date for establishing the final boundary of the Fire Station Site to accommodate discussion of the need for additional public/civic use land.

**NOW THEREFORE**, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove form an integral part of this Amendment to the Agreement. When construing this Amendment, the parties shall refer to the recitals to the

extent necessary to give full effect to the intent of the parties as reflected in this Amendment; provided, however, that if the recitals and a substantive provision of this Amendment are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. **Amendment to the Agreement.** Clay County and PCI mutually agree to amend Paragraph 5.b. of the Agreement as follows to extend the deadline for establishment of the final boundary for the Fire Station Site:

5. **PCI's Obligations.** PCI and any transferee, or its successor, as applicable, shall:

b. Donate the Fire Station Site as provided herein. PCI and the County shall finalize the boundary for the Fire Station Site no later than December 31, 2024 and PCI shall provide the signed and sealed survey within 90 days of said date. The County shall prepare and present the warranty deed to PCI within 120 days of submittal of the signed and sealed survey by PCI to the County. PCI shall execute the warranty deed prepared by the County consistent with this Agreement when presented for execution. The parties may upon mutual agreement extend the date for finalizing the boundary; such extension shall also extend the date for delivery of the signed and sealed survey by PCI to a date 90 days after finalization of the boundary.

3. **Limit of Amendment.** The extension of the deadline for establishment of the final boundary for the Fire Station Site is the sole change to the Agreement contemplated by this Amendment. All other terms and conditions established in the Agreement shall remain in full force and effect.

4. **Effective Date.** This First Amendment to the Agreement shall become effective on the date approved by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date and year first above written.

**PETERS CREEK INVESTMENTS LLP**  
a Florida limited liability partnership

By George M. Egan  
George M. Egan (Jan 16, 2024 10:26 EST)  
George M. Egan  
Managing Representative

Date: Jan 16, 2024

**CLAY COUNTY, FLORIDA**

By J.B. Renninger  
J.B. Renninger (Jan 15, 2024 22:08 EST)  
Jim Renninger, Its Chairman

Date: January 9, 2024

Attest:



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















# 2021-2022-136 AM1 PCI Fire Station Donation Agreement First Amendment BCC#23


Final Audit Report

2024-01-16


Created:	2024-01-13
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2HqBmD8YisIKgT7oHvgBWtJF5u78V2OO

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-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)  
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2024-01-16 - 3:26:53 PM GMT

 Document e-signed by George M.Egan (gegan@reinholdcorporation.com)

Signature Date: 2024-01-16 - 3:26:55 PM GMT - Time Source: server

 Agreement completed.

2024-01-16 - 3:26:55 PM GMT

**CLAY COUNTY  
AGREEMENT/CONTRACT No. 2021/22- 137**

**DONATION AGREEMENT FOR COMMUNITY PARK AND CIVIC SITE  
Re: Peters Creek Investments, LLP**

This Donation Agreement for a Community Park and Civic Site (the “Agreement”) is made and executed as of this 22nd day of March, 2022, by and between Clay County, Florida, a political subdivision of the State of Florida (the “County”), and Peters Creek Investments, LLP, a Florida limited liability partnership (“PCI”).

**Recitals**

**WHEREAS**, PCI is the owner of real property in the County (the “Property”), which is more particularly described in **Exhibit A** attached hereto and by reference made a part hereof, and which is intended to be developed as a mixed use development as a successor to the Saratoga Springs Development of Regional Impact (the “DRI”) after abandonment of the DRI (the “Project”); and

**WHEREAS**, the re-entitlement plan, post DRI abandonment, for the Project includes a 19 acre public community park consistent with the commitment in the DRI (the “DRI Community Park”); and

**WHEREAS**, the County has determined that an alternative location within the Property to that identified in the DRI is preferred (the “Alternative Community Park”); and

**WHEREAS**, the County has determined that its recreation master plan includes a public community park in the vicinity of the Project; and

**WHEREAS**, the DRI includes a commitment for a 2 acre civic site to be used for a library or other government use (the “Civic Site”); and,

**WHEREAS**, the County has determined that a civic site continues, post DRI abandonment, to be a desirable use to be co-located with the Alternative Community Park within the Property (combined, the “Alternative Site”); and,

**WHEREAS**, the County has determined and PCI agrees that a future community park and civic site within the Property will be necessary to support future growth; and,

**WHEREAS**, the location of the Alternative Site, depicted in **Exhibit B** attached hereto and by reference made a part thereof, is appropriate to serve the need for a public community park in the vicinity of the Project; and,

**WHEREAS**, PCI intends to donate or cause to be donated to the County the 21 acre Alternative Site; and,

**WHEREAS**, the County agrees, pursuant to Section 163.31801(5)(a), Florida Statutes to grant PCI impact fee credits on a dollar for dollar basis against the future adoption of impact fees for the same general categories or class of public facilities as the 19 acres the Alternative Community Park addresses; and,

**WHEREAS**, in the event of the future adoption of impact fees for park facilities and subject to the conditions provided for herein for the donation of 19 acres for the Alternative Community Park, PCI shall be entitled to credit, the amount of which has been determined in accordance with Section 163.31801 (5)(a), Florida Statutes (the “Credit”); and,

**WHEREAS**, the Credit, once granted pursuant to the requirements of this Agreement, may be used to reduce or eliminate any impact fee collected by the County for the general categories or class of public facilities or infrastructure that includes land for parks (the “Future Park Impact Fee”) associated with development within the impact fee district(s) established for any Future Park Impact Fee; and,

**WHEREAS**, the administration of the Credit against any Future Park Impact Fee is the responsibility of the Impact Fee Coordinator, or their designee; and,

**WHEREAS**, PCI and the County desire to formalize their respective rights and obligations with regard to the donation of land for a community park and civic site; and,

**WHEREAS**, PCI and the County desire to formalize their respective rights and obligations with regard to any Credit to which PCI may become entitled to pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Agreement; provided, however, that if the recitals and a substantive provision of this Agreement are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. **Donation of Property.**

a. PCI and any transferee, or its successor, as applicable, shall donate and the County shall accept the Alternative Site

b. PCI and the County shall finalize the boundary for the Alternative Site within 60 days of the conveyance of Public School Site 2 pursuant to Exhibit D of Clay County Agreement 2021/2022-64. PCI shall then provide a signed and sealed survey within 60 days of the date the boundary is finalized. The parties may upon mutual agreement extend the date for finalizing the boundary; such extension shall also extend the date for delivery of the signed and sealed survey by PCI to a date 60 days after finalization of the boundaries.

c. Within 120 days of the date the boundary is finalized the County shall prepare a warranty deed for the Alternative Site and obtain a title opinion, if required. The warranty deed shall include a deed restriction limiting the use of the Alternative Site to public community park use and/or a public library/community center.

d. PCI shall execute the warranty deed(s) prepared by the County consistent with this Agreement when presented for execution which shall occur no later than 150 days after the date the boundary is finalized.

e. PCI shall provide access from Feed Mill Road to the Alternative Site concurrent with access provided to School Site 2, said access being provided no later than twelve (12) months

after the date of commencement of construction of the school on School Site 2 by the School District.

3. **Credit for the Alternative Site Donation.**

a. **Entitlement to Credit.** PCI and the County agree that if the County adopts an impact fee for park facilities in exchange for PCI's donation of acreage from the Alternative Site for a park, PCI shall receive \$760,000 Credit.

b. **Use of Credit.** If the County adopts a Future Park Impact Fee applicable to the Property, the Credit established under Section 3.a. of this Agreement shall be applied on a dollar for dollar basis to the payment of the Future Park Impact Fee obligations arising from the development within PCI Lands (the "New Construction") or may be transferred to New Construction within the impact fee district established by the County for the Future Park Impact Fee until the total Credit is exhausted. Failure to donate the Alternative Site for park use will cause the entitlement to Credit under this Agreement to be revoked and all applicable Future Park Impact Fee obligations due shall be due and payable as and when otherwise required by the ordinance implementing the Future Park Impact Fee and collected in any manner authorized by law.

4. **Development of Park and Civic Sites.** County shall be responsible for any development of the Alternative Site. In connection with any development, County shall be responsible for the design, permitting and construction of any improvements on the Alternative Site. No wetlands have been identified as being located within the Alternative Site; however if wetland mitigation is required, the County shall be responsible for mitigation of any impacts to on-site wetlands determined by the County to be necessary to construct the desired improvements.

5. **The County's Obligations.** The County shall:

a. Accept the Alternative Site.

b. Prepare warranty deed(s) for the Alternative Site and obtain a title opinion, if required. The warranty deed shall include a deed restriction limiting the use of the Alternative Site to public community park use and/or a public library/community center.

c. Present the warranty deed for the Alternative Site to PCI for execution no sooner than 120 days after finalization of the boundary of the Alternative Site.

d. Deliver to PCI the form(s) for the Credit Voucher to be utilized in the administration of this Agreement that provides for the identification of the transferee or its successors of any Credit, the dollar amount of the Credit transferred, and a legal description of the lands within which the Credit may be used.

e. Maintain a ledger reflecting the availability of the Credit.

f. Require that, in connection with payment of Future Park Impact Fee obligations, when a Credit Voucher from PCI, a transferee, or its successor, as applicable, stating the dollar amount of the Credit transferred is presented to the County, the County shall deduct the amount of the Credit Voucher from the balance of the Credit then available to PCI, a transferee, or its successor, as applicable; and issue such documentation as is necessary to reflect the amount credited against those Future Park Impact Fee obligations due.

g. Not be responsible for determining whether any particular Credit Voucher is valid as between PCI or any transferee or its successor, as applicable, for any development, and shall accept any Credit Voucher on the applicable form and signed by the person(s) identified pursuant to Section 6 below who is authorized to execute the Credit Voucher for any particular development at the time any Future Park Impact Fee obligation is otherwise due.

h. Periodically, PCI may request from the County the opportunity to inspect and copy Credit Vouchers accepted by the County. If, based on its inspection of such Credit Vouchers, PCI believes that the County has accepted an invalid Credit Voucher(s) or has otherwise processed a Credit Voucher(s)

improperly, PCI may notify the County of its objection to such Credit Voucher(s). Upon receipt of a PCI objection, the County shall make any necessary adjustments to the County's ledger and take whatever steps lawfully available to the County to withhold, suspend, or revoke any permits, plans, or other approvals issued based upon the acceptance of such Credit Voucher(s). If the County determines that the Credit Voucher(s) to which PCI objected is valid and was processed properly, then the County may restore any permits, plans, or approvals issued based upon the acceptance of such Credit Voucher(s).

i. The County may accept a monetary payment by an applicant for Park Impact Fee obligations due for New Construction, or, where no applicable Credit Voucher is presented from PCI, a transferee, or a successor. Any such payment is non-refundable.

j. In the event that the Credit established under Section 3.a. is exhausted, advise PCI in writing of said occurrence.

6. **PCI's Obligations.** PCI and any transferee, or its successor, as applicable, shall:

a. Donate to the County the Alternative Site. .

b. Provide a signed and sealed survey of the Alternative Site.

c. Execute the warranty deed(s) prepared by the County consistent with this Agreement when presented for execution as provided in Section 2.

d. Provide to the County written notification of any transfer of Park Credit to a transferee, executed by PCI, identifying the transferee, the person(s) authorized to execute the Park Credit Voucher on behalf of the transferee, the dollar amount of the Credit transferred, and a description of the transferee's lands within which the Park Credit may be used.

e. Notify any transferee that it shall provide the County written notification of any transfer of Credit to a successor in title, executed by the transferee and the successor, identifying the successor, the person(s) authorized to execute the Credit Voucher on behalf of the successor, the dollar amount of the Credit, and a description of the successor's land within which the Credit may be used.



7. **Credit Vouchers.** A Credit Voucher shall be submitted to and accepted by the County no later than such time(s) as the applicable Future Park Impact Fee obligation is otherwise due pursuant to County ordinance; submittal may be made for acceptance of multiple fees under a single application.

8. **Annual Report.** On or before January 31 of each year, commencing the year following the year in which the Credit is issued by the County and for so long as there remains any Credit under this Agreement, PCI or any transferee, as may be designated by PCI in writing to the County, shall prepare and deliver to the County, through its Impact Fee Coordinator, an annual report setting forth the amount of Credit transferred to transferees and successors during the prior year and the balance of the Credit remaining. If PCI's conclusions in its annual report, when compared to the County's ledger listing the use of Credit, disagree with the County's ledger, then PCI shall notify the County in writing and state the specific reasons for such disagreement. In the event that PCI and the County are unable to resolve such a disagreement within 60 days of submittal of an Annual Report in which the disagreement is identified, PCI may request a meeting with the County Manager. If the County Manager affirms the disagreement with the conclusions of the Annual Report, then PCI may pursue remedies as provided in paragraph 9.a. below.

9. **Defaults and Remedies.**

a. **County/Defaults.** If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then PCI may deliver written notice of such default to the County. The County shall cure such default within sixty (60) days after the delivery of such notice of default. If the County does not cure such default within the time period provided, then PCI may pursue any available remedies in law or equity.

b. **PCI Defaults.** If PCI or any transferee or successor defaults in the performance of any obligation required to be performed by it under this Agreement (the Defaulting Party), then the County may deliver written notice of such default to the Defaulting Party. The Defaulting Party shall cure such default within sixty (60) days after the delivery of such notice of default. If the Defaulting Party does not

cure such default within the time period provided, then the County may pursue any available remedies in law or equity.

10. **Future Revisions.** If the Clay County Comprehensive Plan or any other Clay County regulation is adopted or amended to replace any or all of any Future Park Impact Fee obligations with another form of exaction for the same general category or class of public facilities or infrastructure for which the Community Park Site donation was made in a manner which affects adversely the value or viability of the Credit, then such amendment shall serve as grounds for PCI to request the County to amend this Agreement in a manner which may maintain the value or viability of the then remaining Credit. The parties agree that the Future Park Impact Fee obligation to which the Credit may be applied shall be those in effect at the time the Future Park Impact Fee obligations for applicable New Construction would otherwise be due.

11. **Miscellaneous Provisions.**

a. **Notices, Demands, and Communications Between the Parties.** Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Notices, demands, and communications to the County:

Clay County  
Attn: Howard Wanamaker, County Manager  
P.O. Box 1366  
Green Cove Springs, Florida 32043

With Copy to:  
Clay County  
Attn: Courtney Grimm, County Attorney  
P.O. Box 1366  
Green Cove Springs, Florida, 32043

Notices, demands and communications to Peters Creek Investments, LLP:

George M. Egan  
Peters Creek Investments, LLP

1845 Town Center Parkway Suite 105  
Fleming Island, Florida 32003

And

Gerald Agresti  
Managing Partner  
6833 Old Church Road  
Fleming Island, Florida 32003

b. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. PCI may assign any or all of its rights and obligations under this Agreement. In the event of such assignment, the term “PCI” in this Agreement shall refer to such assignee(s). At least thirty (30) days prior to any such assignment, a notice of such assignment, identifying the assignee(s) and containing an acknowledgement by the assignee(s) of its assumption of any rights and obligations assigned to it by PCI under this Agreement, shall be provided to the County. Upon the date of the assignment of all obligations and liabilities under this Agreement and providing notice of such assignment to the County, the original contracting party to this Agreement, Peters Creek Investments, LLP will have no further obligations under this Agreement. Any assignment by PCI of its rights and obligations under this Agreement (by way of example and not by limitation, assignment to a community development district) may provide for a reassignment by the assignee back to PCI of the Credit to which the assignee may be entitled as a consequence of the donation of the Community Park Site; and, under such reassignment, PCI shall own and hold the Credits prior to or as of the date of the Credit approval as defined in Section 3. herein, and shall be authorized to submit documentation to the County and seek approval of the amount of Credit as provided in Section 3. herein.

c. Waiver. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

d. Voluntariness. The parties have voluntarily entered into this Agreement in consideration of the benefits and the rights of the parties arising hereunder.

e. Agreement Executed in Counterparts. This Agreement may be executed in two or more counterparts, each of which is considered and shall be deemed to be an original, but only one agreement is intended hereby.

f. Merger of Agreement Terms. This Agreement constitutes the entire understanding and agreement of the parties as to the subject matter hereof, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter.

g. Section Headings. Section headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.

h. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

i. Amendment to Agreement. Unless otherwise provided in this Agreement, no amendment or modification of this Agreement shall be effective or binding upon the parties unless such amendment or modification is in writing and has been executed by the parties.

j. Compliance with Laws. The parties shall comply with any and all applicable federal, state and local laws, ordinances, codes, rules and regulations as the same exist and may be amended from time to time.

k. Cooperation and Further Assurances. The parties hereto agree to cooperate in all reasonable respects to ensure the performance of their obligations pursuant to this Agreement and agree to execute such additional documents and instruments as may be reasonably required to carry out the intent of this Agreement.

l. Applicable Law, Jurisdiction and Venue. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

m. Time is of the Essence. Time is of the essence with respect to this Agreement and each of its terms and provisions.

n. This Agreement shall be binding on the parties and their respective successors and specific assignees.

o. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are 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.

p. Effective Date. The effective date of this Agreement shall be the date the notice of abandonment of the Saratoga Springs Development of Regional Impact is recorded in the Clay County public records by the County.

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

**PETERS CREEK INVESTMENTS LLP**  
a Florida limited liability partnership

*George M Egan*

By: George M Egan (Apr 7, 2022 16:05 EDT)  
George M. Egan  
Managing Representative

**CLAY COUNTY, FLORIDA**

*WFBolla*

By: WFBolla (Mar 30, 2022 08:56 EDT)  
Wayne Bolla, Its Chairman

Attest:

*Tara S. Green*

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



## Exhibit A

### Peters Creek Investments, LLC Ownership

A parcel of land consisting of a portion of Sections 24, 25, 26 and 36, Township 5 South, Range 25 East; together with a portion of Sections 30, 31 and 32, Township 5 South, Range 26 East; also together with a portion of Section 6, Township 6 South, Range 26 East; all in Clay County, Florida; said parcel being more particularly described as follows:

Begin at the northwest corner of said Section 6; thence on the south line of said Section 36 run South 89 degrees 31 minutes 43 seconds West, 3817.08 feet; thence northwesterly, along the arc of a curve concave northeasterly and having a radius of 1025.0 feet, an arc distance of 646.24 feet, said arc being subtended by a chord bearing and distance of North 72 degrees 24 minutes 34 seconds West, 635.59 feet; thence North 54 degrees 20 minutes 51 seconds West, 1882.92 feet to the west line of said Section 36; thence on said west line run the following 2 courses: 1) North 00 degrees 47 minutes 23 seconds East, 1064.88 feet to the west ¼ corner of said Section 36; 2) North 00 degrees 21 minutes 49 seconds West, 2575.50 feet to the northwest corner thereof; thence on the south line of said Section 26 run South 89 degrees 50 minutes 00 seconds West, 1288.35 feet; thence North 02 degrees 13 minutes 00 seconds East, 1836.89 feet; thence North 13 degrees 34 minutes 21 seconds East, 729.84 feet; thence North 48 degrees 02 minutes 30 seconds East, 388.01 feet; thence North 23 degrees 27 minutes 36 seconds East, 806.59 feet; thence North 51 degrees 19 minutes 48 seconds West, 97.01 feet; thence North 36 degrees 46 minutes 25 seconds East, 526.64 feet; thence North 40 degrees 33 minutes 38 seconds East, 765.54 feet; thence North 23 degrees 17 minutes 21 seconds East, 685.34 feet; thence South 53 degrees 00 minutes 54 seconds East, 236.48 feet; thence North 13 degrees 52 minutes 34 seconds East, 612.20 feet; thence North 60 degrees 20 minutes 29 seconds East, 1501.14 feet; thence North 44 degrees 44 minutes 37 seconds East, 251.08 feet; thence North 31 degrees 08 minutes 15 seconds West, 649.70 feet; thence North 54 degrees 54 minutes 20 seconds East, 272.23 feet; thence South 39 degrees 58 minutes 26 seconds East, 9873.41 feet; thence South 39 degrees 57 minutes 40 seconds East, 1212 feet, more or less, to the centerline of Peters Creek; thence along said centerline in a general southwesterly direction, following the meanderings thereof, 268 feet, more or less, to the west line of the Southeast 1/4 of the Northeast 1/4 of said Section 31; thence on last said line, South 00 degrees 09 minutes 57 seconds East, 1090 feet, more or less, to the north line of lands described in Official Records Book 580, page 590, of the public records of said county; thence on last said line, and then on the north line of lands described in Official Records Book 580, page 592, of said public records, and then on the easterly projection thereof, run South 87 degrees 53 minutes 11 seconds East, 1376.17 feet to the west line of County Road C-315; thence on last said line, run South 01 degree 47 minutes 45 seconds West, 2417.43 feet; thence continue on said west line and along the arc of a curve concave easterly and having a radius of 11,499.16 feet, an arc distance of 437.86 feet, said arc being subtended by a chord bearing and distance of South 00 degree 42 minutes 22 seconds West, 436.83 feet; thence continue on said west line, South 00 degrees 23 minutes 01 second East, 5115.13 feet to the south line of said Section 6; thence on last said line, South 89 degrees 28 minutes 50 seconds West, 1285.86 feet to the west line of the East 1/2 of the East 1/2 of said Section 6; thence on last said line, North 00 degrees 23 minutes 40 seconds West, 2228.83 feet; thence North 75 degrees 23 minutes 40 seconds West, 700.00 feet; thence North 58 degrees 31 minutes 48 seconds West, 1725.03 feet; thence North 74 degrees 08 minutes 00 seconds West, 1890.87 feet to the west line of said Section 6; thence on last said line, North 01 degree 02 minutes 42 seconds West, 1430.62 feet to the point of beginning.

Less and Except those lands described in Official Records Book 4327, page 193 of said public records.

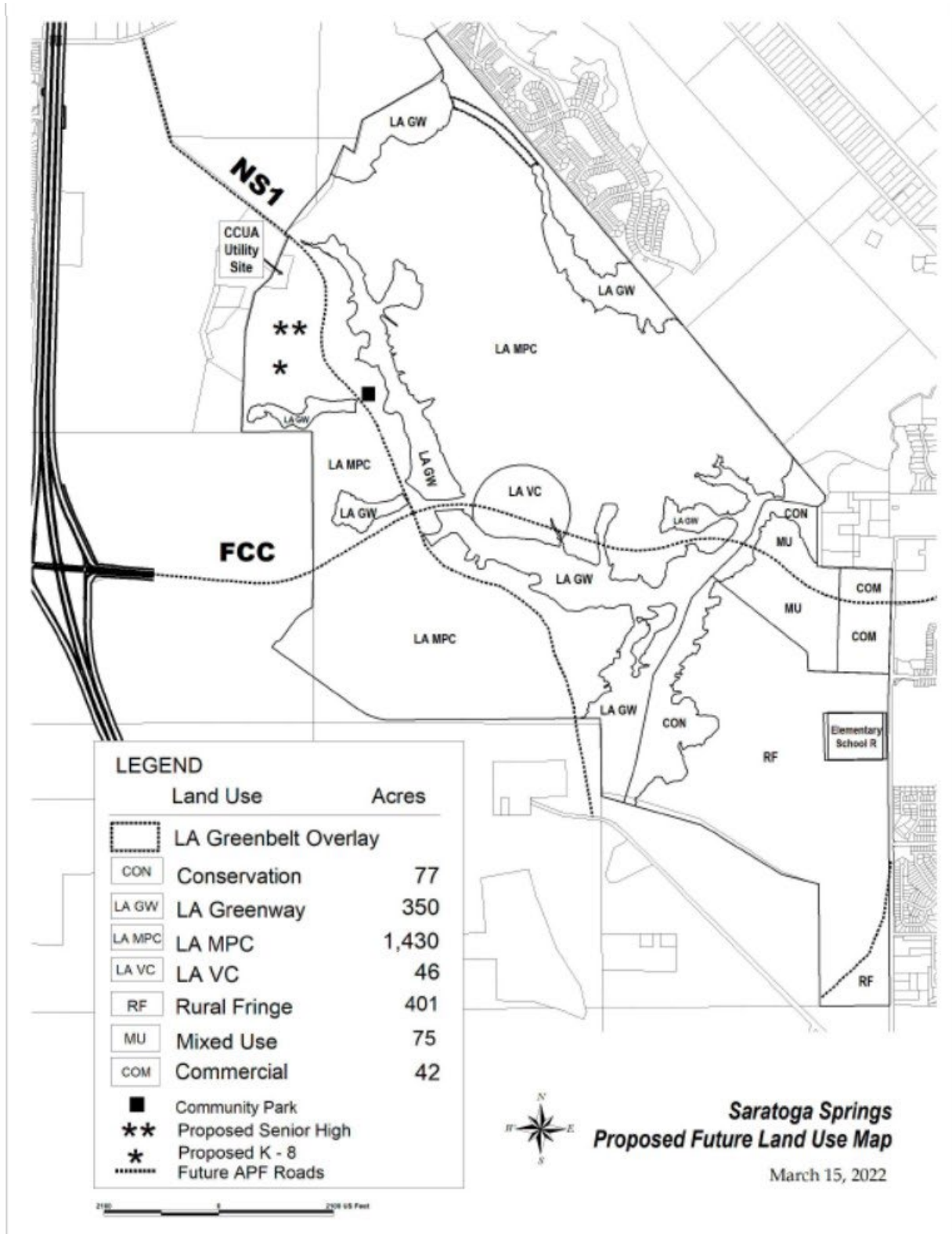
Less and Except those lands described in Official Records Book 3729, page 53 of said public records.

Being 2,404 acres, more or less, in area.

## Exhibit B

### Community Park and Civic Site (Alternative Site)

#### Location Map















# PCI Park and Civic Site Option Donation Agreement 3.16.22 Final


Final Audit Report

2022-04-07


Created:	2022-03-29
By:	Alyssa Hamilton (alyssa.hamilton@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj-yt4URSD7XDG2_QFlxPE6udqGWeWa9a

## "PCI Park and Civic Site Option Donation Agreement 3.16.22 Final" History

-  Document created by Alyssa Hamilton (alyssa.hamilton@claycountygov.com)  
2022-03-29 - 2:00:27 PM GMT
-  Document emailed to WFBolla (clayesign@claycountygov.com) for signature  
2022-03-29 - 2:01:14 PM GMT
-  Email viewed by WFBolla (clayesign@claycountygov.com)  
2022-03-30 - 12:56:22 PM GMT
-  Document e-signed by WFBolla (clayesign@claycountygov.com)  
Signature Date: 2022-03-30 - 12:56:48 PM GMT - Time Source: server
-  Document emailed to TARA S GREEN (bccdocs@clayclerk.com) for signature  
2022-03-30 - 12:56:50 PM GMT
-  Email viewed by TARA S GREEN (bccdocs@clayclerk.com)  
2022-03-30 - 4:24:17 PM GMT
-  Document e-signed by TARA S GREEN (bccdocs@clayclerk.com)  
Signature Date: 2022-03-30 - 4:27:28 PM GMT - Time Source: server
-  Document emailed to George M Egan (gegan@reinholdcorporation.com) for signature  
2022-03-30 - 4:27:29 PM GMT
-  Email viewed by George M Egan (gegan@reinholdcorporation.com)  
2022-03-30 - 4:49:22 PM GMT
-  Email viewed by George M Egan (gegan@reinholdcorporation.com)  
2022-04-02 - 3:52:07 AM GMT

 Document e-signed by George M Egan (gegan@reinholdcorporation.com)

Signature Date: 2022-04-07 - 8:05:50 PM GMT - Time Source: server

 Agreement completed.

2022-04-07 - 8:05:50 PM GMT



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County  
Commissioners

DATE: 11/25/2024

FROM: Courtney  
Grimm

SUBJECT:

AGENDA ITEM  
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Petition to Close a Road	Backup Material	12/5/2024	Petition_to_Close_a_Road_-_Hoffmanada.pdf
▢ Consent for Closure - Thomas	Backup Material	12/5/2024	Consent_for_Closure_-_Thomasada.pdf
▢ Boundary Suvey Map	Backup Material	12/5/2024	Boundary_Survey_Map_-_Circle_Courtada.pdf
▢ Scheduling Resolution	Resolution Letter	12/5/2024	Circle_Court_Scheduling_Reso_finalada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	12/4/2024 - 4:11 PM	Item Pushed to Agenda

## PETITION TO CLOSE A ROAD OR STREET CLAY COUNTY, FLORIDA

TO: The Clay County Board of County Commissioners  
C/O Clay County Engineering Department  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, Florida 32043

1. Provide the name, phone number, and address of the petitioner, agent, or other.

Deborah Hoffman 352 235 2994  
22826 NE 69th Ave  
Melrose Fl 32666

2. Provide the name, number or location of the road to be closed. Describe by popular name, length, legal description prepared by an attorney or registered surveyor, and a survey map (showing the platted limits, adjacent lands, and actual description of the portion of road to be closed). Use additional sheet(s) if necessary.

Lots 1, 2, 3, 8, 9, 10, 11, 12 and 13 of Block 1 of  
"Sunny Acres Estates" unit 1 " as per plat there  
of recorded in plat Book 6, page 42 of the public  
records of Clay County, Florida

3. State the reason(s) for closing the road or street. Use additional sheet(s) if necessary.

We are not developing the property as Survey  
states, We are using property for personal  
use

4. Describe the legal, ownership, or other interest the petitioner has in the road or street to be closed. Use additional sheet(s) if necessary.

Deborah & John Hoffman - owner of the  
property around the (Circle Court) cul-de-sac

## PETITION TO CLOSE A ROAD OR STREET CLAY COUNTY, FLORIDA

5. List the names and mailing addresses of all owners of land served by the road, street or right-of-way proposed for closing. Use additional sheet(s) if necessary.

<u>Deborah Hoffman</u>	<u>22824 NE 69th Ave</u>
<u>John Hoffman</u>	<u>Melrose, FL 32466</u>
<u>Mark Thomas</u>	<u>7094 Gasline Rd</u>
<u>Brianna Thomas</u>	<u>Keystone 497, FL 32656</u>
_____	<u>904 315-8677</u>
_____	_____
_____	_____
_____	_____
_____	_____

6. Have all of the adjoining land owners to the road or street been notified of the pending petition?

yes

7. Have all of the adjoining land owners to the road or street consented to the petition for road closure? If so, attach the notarized consents hereto.

\_\_\_\_\_

8. Provide documentation as to when the road or street was opened, dedicated to, or acquired by prescriptive use by Clay County and the public. Use additional sheet(s) if necessary.

1961 property developer dedicated cul-de-sac  
the woods has never been cleared, not a  
working road, we would like to have that  
area not a cul-de-sac

## PETITION TO CLOSE A ROAD OR STREET CLAY COUNTY, FLORIDA

Petitioner Acknowledgement: I have furnished copies hereof to the County Attorney, Director of Public Works, Director of Zoning, Department of Public Safety, and Director of Engineering. I understand that I am obligated to pay all costs such as, but not limited to application fee, signage, advertising, and recording required by the processing of this road or street closing.

STATE OF Florida

COUNTY OF Clay

Before me the undersigned notary public appeared the petitioner Debbie Hoffman

or agent \_\_\_\_\_, who after being duly cautioned and sworn,

deposed and said that the contents of this petition are true to the best of his/her

knowledge and belief, this 20<sup>th</sup> day of November, 2024.

Debbie Hoffman  
Petitioner or Agent

Dondra McEachern  
Notary Public

Term of Expiration: \_\_\_\_\_



To whom it may concern,

We, Mark and Brianna Thomas, the landowners of 7094 Gas Line Road, formally consent to the closure of the cul-de-sac road located by our property.

This letter serves as our official acknowledgment and agreement to close the road. We believe this decision will align with our property's use and benefit all parties involved.

Should you require further information or documentation from us, please feel free to reach out.

Thank you for your attention to this matter.

Sincerely,

Mark and Brianna Thomas  
7094 Gas Line Road  
Keystone Heights, FL 32656

*Brianna Thomas*  
*Mark Thomas*

11/22/2024  
*Reah Ernst*



# BOUNDARY SURVEY

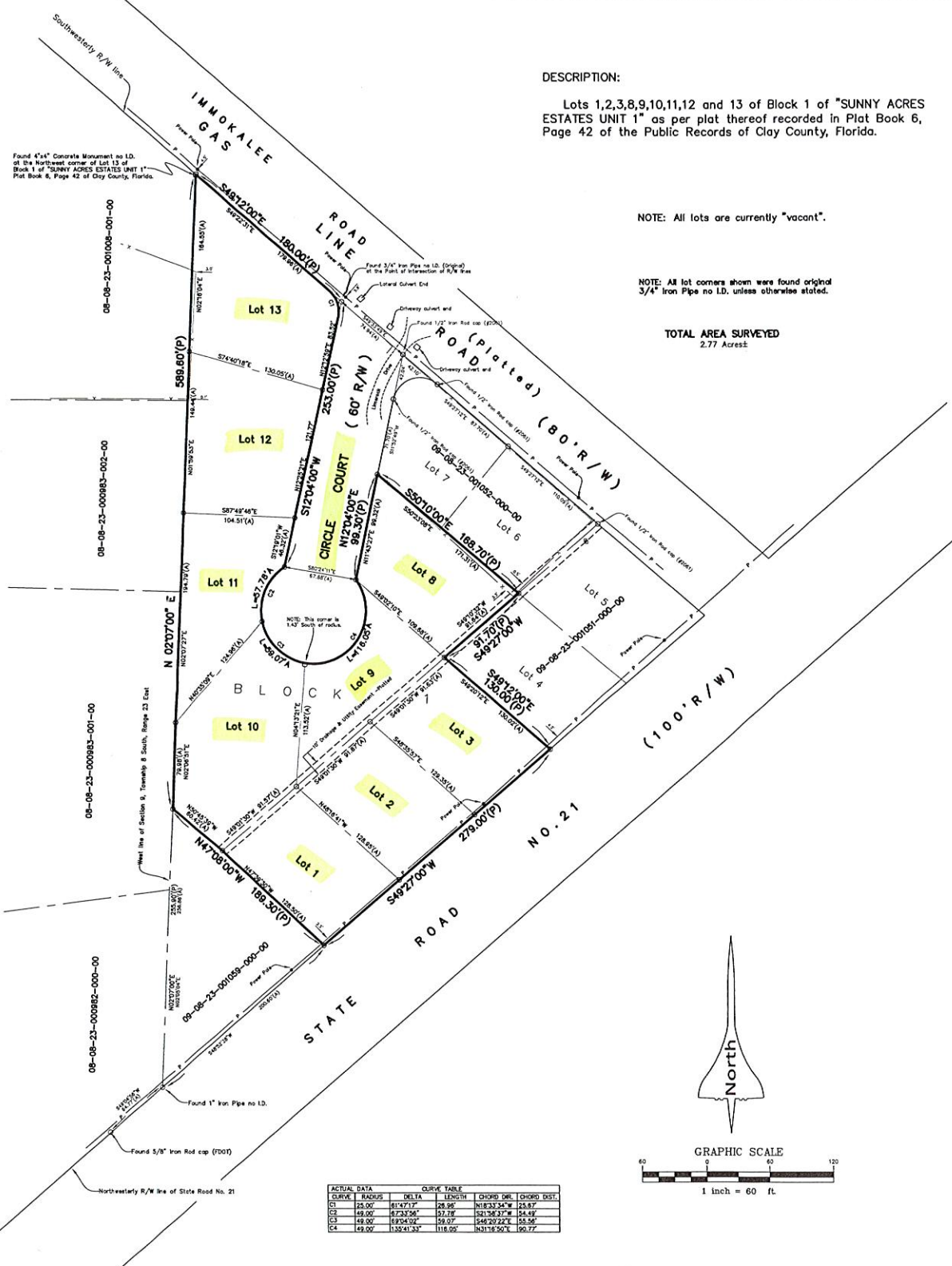
**DESCRIPTION:**

Lots 1,2,3,8,9,10,11,12 and 13 of Block 1 of "SUNNY ACRES ESTATES UNIT 1" as per plat thereof recorded in Plat Book 6, Page 42 of the Public Records of Clay County, Florida.

NOTE: All lots are currently "vacant".

NOTE: All lot corners shown were found original 3/4" iron pipe no I.D. unless otherwise stated.

TOTAL AREA SURVEYED  
2.77 Acres



ACTUAL DATA		CURVE TABLE			
CHORD BEARS	DELTA	I	CHORD DEL.	CHORD DIST.	
C1	25.00'	81°47'17"	28.89'	N18°33'34"W	23.87'
C2	49.00'	87°33'56"	57.78'	S21°36'37"W	54.89'
C3	49.00'	87°34'07"	57.78'	S42°02'22"E	54.96'
C4	49.00'	118°24'33"	118.00'	N31°16'50"E	90.77'

- NOTES:**
- This map is INVALID unless Signed by and Sealed by the original Land Surveyor named hereon.
  - NO underground improvements were located unless shown hereon.
  - NO Title, Ownership Rights, Easements or liens were researched other than those shown hereon.
  - NO attempt was made to locate the Ordinary High Water Line on ANY Lake Front Property.
  - NO Wetlands or Environmentally Sensitive lands were located unless specifically stated.
  - NO attempt should be made by others to relocate the Boundary lines shown hereon from Improvement tie lines without additional Boundary control or a RESURVEY.

Campbell & Dufriend Holding LLC; Stewart Title Company; Stewart  
**SURVEYORS CERTIFICATION TO: Title Guaranty Company.**  
 I hereby certify that the map shown hereon is a true and correct representation of a Field Survey conducted under my supervision, meeting all current requirements of Standards of Practice.  
 BY: *[Signature]* Date Signed: 04/10/24 DATE OF FIELD SURVEY: April 10, 2024  
 Keystone Surveying & Mapping, Inc. LP#82219 Roger L. Mullins LS#5554  
 Lands shown hereon lie in Flood Zones "X" as scolded from F.I.R.M. Panel No. 120064-0345E  
 Flood Zone Delineation shown hereon is merely an opinion of this Surveyor and NOT the FINAL authority. To the actual location of those lines. Flood Zones are to be verified by County, State and Federal Government Officials. The Minimum Horizontal closure exceeds 1:10,000 before "Compass Rule Adjustment".  
 Bearings refer to the West line of Section 9 from R/W to R/W being N 02°07'00" E, Plat, Assumed.

ABBREVIATION	SCHEDULE	DENOTES
Right of Way	R/W	— A —
Official Records Book	ORB	— O —
Large	L	— E —
Concreto Monument	C	— P —
Identification Number	I.D.	— X —
Deed Measurement	(D)	— X —
Actual Measurement	(A)	— X —
Plot Measurement	(P)	— X —
Area more or less	Ac±	— U —

**KEYSTONE SURVEYING & MAPPING, Inc.**  
 (352)473-9495 Cell (352)478-1803  
 keystonesurveying@boullook.com  
 305 Sylvan Way  
 Keystone Heights, Florida 32656  
 Project # C2224 Drawn By: RLM



RESOLUTION NO. 2024/2025 – \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, ACKNOWLEDGING THE FILING OF A PETITION TO CLOSE CIRCLE COURT AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 6, PAGE 42, PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, PURSUANT TO SECTIONS 336.09 AND 336.10, FLORIDA STATUTES; SCHEDULING A PUBLIC HEARING TO CONSIDER THE PETITION; PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

Recitals

**WHEREAS**, pursuant to Sections 336.09 and 336.10, Florida Statutes, a petition (the Petition) has been filed with the Board of County Commissioners (the Board) of Clay County, Florida, on behalf of Deborah Hoffman, to close, vacate and abandon Circle Court as shown on the plat of Sunny Acres Estates Unit 1 recorded in Plat Book 6, Page 42, of the public records of Clay County, Florida, (the Subject Road); and,

**WHEREAS**, pursuant to the procedural requirements of Section 336.09, Florida Statutes, the Board desires hereby to establish a date, time and place for a public hearing to consider the Petition, and to authorize and direct the publication of notice thereof; and,

**WHEREAS**, the Subject Road is more particularly described in the attached Appendix A.

**Be It Resolved by the Board of County Commissioners of Clay County:**

Section 1. The Recitals set forth hereinabove are adopted as the findings of the Board, and said findings provide the authority and justification for the adoption of this Resolution.

Section 2. The Board hereby acknowledges receipt of the Petition to close the Subject Road.

Section 3. Pursuant to Section 336.09, Florida Statutes, a public hearing before the Board to consider the adoption of a resolution closing, vacating and abandoning the Subject Road pursuant to Section 336.10, Florida Statutes, is hereby scheduled for Tuesday, January 14, 2025, at 5:00 p.m., or as soon thereafter as can be heard, in the Board's meeting room on the Fourth Floor of the Clay County Administration Building located at 477 Houston Street, Green Cove Springs, Florida.

Section 4. Notice of the public hearing scheduled under Section 3 shall be published in the *Clay Today* in the form attached hereto as Appendix B and in the manner required under Section 336.09, Florida Statutes.

Section 5. This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this 10<sup>th</sup> day of December, 2024.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Betsy Condon  
Its Chairman

ATTEST:

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

Appendix A  
[Legal Description]

Circle Court, an unopened right-of-way shown on the plat of “SUNNY ACRES ESTATES UNIT 1” recorded in Plat Book 6, page 42, of the Public Records of Clay County, Florida.

Appendix B  
[Form of Public Hearing Notice]

*To be advertised Thursday, January 2, 2025  
in the Clay Today:*

**NOTICE OF PUBLIC HEARING ON ROAD CLOSING PETITION**

The Board of County Commissioners (the Board) of Clay County, Florida, has received a petition (the Petition) filed pursuant to Sections 336.09 and 336.10, Florida Statutes, on behalf of Deborah Hoffman, to close, vacate and abandon Circle Court, as recorded in Plat Book 6, Page 42, public records of Clay County, Florida, hereinafter described. In accordance with the Petition, the Board will hold a public hearing on Tuesday, January 14, 2025, at 5:00 p.m., or as soon thereafter as can be heard, in the Board of County Commissioners Meeting Room on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, to consider the adoption of a resolution pursuant to Section 336.10, Florida Statutes, closing, vacating and abandoning said road, being more particularly described as follows:

Circle Court, an unopened right-of-way shown on the plat of "SUNNY ACRES ESTATES UNIT 1" recorded in Plat Book 6, page 42, of the Public Records of Clay County, Florida.

All interested persons are invited to attend the public hearing and be heard by the Board regarding the adoption of the resolution. Pursuant to Section 286.0105, Florida Statutes, a person deciding to appeal any decision made by the Board with respect to any matter considered at the hearing or at any subsequent hearing to which the Board has continued its deliberations is advised that such person will need a record of all proceedings and may need to ensure that a verbatim record of all proceedings is made, which must include the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person needing accommodations to participate in this matter should contact Clay County Risk Management by mail at P.O. Box 1366, Green Cove Springs, Florida 32043, or by telephone at (904) 278-4718, no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Deaf and hard of hearing persons can access the telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

Board of County Commissioners  
Clay County, Florida

-----END-----

Special Instructions to Publishers:

Please submit galley proof to the County Attorney's Office  
([daphne.roberts@claycountygov.com](mailto:daphne.roberts@claycountygov.com)) for approval prior to publication.

Send Invoice and Proof of Publication by email to:  
[invoices@clayclerk.com](mailto:invoices@clayclerk.com) and [daphne.roberts@claycountygov.com](mailto:daphne.roberts@claycountygov.com)

Address on Invoice should read:  
Finance Department  
County Attorney's Office \*  
P.O. Box 988  
Green Cove Springs, Florida 32043



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and  
Contractual Services

**SUBJECT:**

Approval of the First Renewal and Amendment of Annual Roadway Striping and Pavement Marking Services Agreement with the following:

- A) Acme Barricades
- B) P&P Striping
- C) Traffic Control Products of Florida

Extends the agreements through November 8, 2025, and adjusts the unit pricing to reflect industry cost increases.

Funding Source:

Various- Repairs & Maintenance / Infrastructure

**AGENDA ITEM TYPE:**

BACKGROUND INFORMATION:

Agreements are for the application of traffic striping and marking materials and associated services in conjunction with the County's needs. Each job is awarded on an as-needed basis to the low bidder on the specific items/services being requested by the County. Staff has reviewed the price adjustments and has found that this pricing reflects the current market costs and is in line with FDOT pricing.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes/No/N/A):

**Yes**

Funding Source:

Various- Repairs & Maintenance / Infrastructure

Sole Source (Yes\No): Advanced Payment  
**No** **(Yes\No):**  
**No**

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_Striping Acme	Cover Memo	12/5/2024	Striping_-_Pavement_Marking_Annual_Services_-_Acme_RN1ada.pdf
▢ Contracts_Striping Traffic Control	Cover Memo	12/5/2024	Striping_-_Pavement_Marking_Annual_Services_-_Traffic_Control_RN1ADA.pdf
▢ Contracts_Striping P&P	Cover Memo	12/5/2024	Striping_-_Pavement_Marking_Annual_Services_-_P_P_RN1ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	12/4/2024 - 4:10 PM	Item Pushed to Agenda



**CLAY COUNTY AGREEMENT/CONTRACT NO. 2022/2023-35 RN1**

**FIRST RENEWAL AND AMENDMENT TO AGREEMENT FOR ANNUAL ROADWAY STRIPING AND PAVEMENT MARKING SERVICES WITH ACME BARRICADES, L.C.**

This First Renewal and Amendment to Agreement for Annual Roadway Striping and Pavement Marking Services with Acme Barricades, L.C. (“First Renewal”) is entered into this \_\_\_\_ day of December, 2024, between Acme Barricades, L.C., a Florida Limited Liability Company (“Contractor”), and Clay County, a political subdivision of the State of Florida (“County”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

**RECITALS**

**WHEREAS**, on November 9, 2022, the parties entered into the Agreement for Annual Roadway Striping and Pavement Marking Services with P&P Striping, L.L.C., Clay County Agreement/Contract No. 2022/2023-35 (“Agreement”), incorporated herein by reference, wherein Contractor agreed to furnish and deliver all material and equipment and perform all the work, labor, mobilization, maintenance of traffic, and other goods and services necessary to strip or re-stripe roadways and parking lots and provide pavement markings in Clay County on an as needed and as assigned basis; and

**WHEREAS**, when Work is needed by the County, the County will prepare a Scope of Work for the Project. The County will then solicit pricing proposals from its three contractors based on the Scope of Work for each Project and will assign each Project to the lowest responsive, responsible qualified contractor; and

**WHEREAS**, the fees for each Project assigned under the Agreement are based on the unit prices set forth in the Contractor’s Price Sheet attached to the Agreement as Attachment B and any lump sum prices established for the assigned Project; and

**WHEREAS**, the Agreement provides for an initial two year term beginning on November 9, 2022 and continuing through November 8, 2024, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties (each a “Renewal Term”); and

**WHEREAS**, no increases in the unit prices reflected in Attachment B are permitted during the initial two year term, however, thereafter, the Contractor may request an adjustment to the unit prices by providing written notice to the Project Manager; and

**WHEREAS**, the Contractor has requested an increase to its unit prices for the Renewal Term as set forth in amended Attachment B attached hereto; and

**WHEREAS**, any agreed to adjustments to the unit prices during a Renewal Term shall be made a part of the Agreement by a written amendment; and

**WHEREAS**, the parties wish to enter into this First Renewal to renew the Agreement for an additional one year period commencing and effective retroactively on November 9, 2024 and continuing through November 8, 2025 and amend the Contractor’s unit prices as set forth herein.

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby renewed for an additional one year period retroactive to November 9, 2024 and continuing through November 8, 2025 (“Renewal Term”).
3. During this Renewal Term, the Contractor’s unit prices shall be the adjusted unit prices reflected in amended Attachment B attached hereto. Accordingly, Attachment B (Price Sheet) to the Agreement is hereby removed from the Agreement and replaced in its entirety with amended Attachment B (Price Sheet) attached to this First Renewal.
4. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:
  - a. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
  - b. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
  - c. By execution of this First Renewal, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.
5. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this First Renewal shall be and hereby are changed to conform to this First Renewal.
6. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Renewal are incorporated herein and shall remain in full force and effect.
7. This First Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.
8. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Renewal 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 First Renewal on behalf of such party and that the First Renewal will constitute a legal and binding obligation of such party.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Renewal as of the date and year first written above.

**ACME BARRICADES, L.C.**

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

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

Betsy Condon  
Its Chairman

ATTEST:

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

**AMENDED  
ATTACHMENT B  
PRICE SHEET**



Main Office - 9800 Normandy Blvd - Jacksonville, Florida 32221 - 1-800-373-7704

DATE: 11/20/2024 QUOTE DATE: 11/20/2024  
 PROJECT: Clay County Maintenance COUNTY: Clay  
 CONTRACTOR: Clay County CONST. DAYS: N/A

### Pavement Marking Quote

Pavement Marking Items		UNITS	QUANTITY	PRICE	TOTAL
<b>Section 1 Striping - Paint</b>					\$ -
1	4 in Solid Line (any color)	LF	1	\$ 0.15	\$ 0.15
2	4 in Skip Line (any color)	LF	1	\$ 0.15	\$ 0.15
3	4 in Double Line (any color)	LF	1	\$ 0.25	\$ 0.25
4	6 in Solid Line (any color)	LF	1	\$ 0.25	\$ 0.25
5	6 in Skip Line (any color)	LF	1	\$ 0.40	\$ 0.40
6	6 in Double Line (any color)	LF	1	\$ 0.50	\$ 0.50
7	12 in Solid Line (any color)	LF	1	\$ 1.25	\$ 1.25
8	18 in Solid Line (any color)	LF	1	\$ 2.30	\$ 2.30
9	24 in Solid Line (any color)	LF	1	\$ 3.40	\$ 3.40
10	4 in Skip Line (any color)	GM	1	\$ 225.00	\$ 225.00
11	6 in Skip Line (any color)	GM	1	\$ 330.00	\$ 330.00
12	4 in Solid Line (any color)	NM	1	\$ 450.00	\$ 450.00
13	6 in Solid Line (any color)	NM	1	\$ 900.00	\$ 900.00
14	4 in Double Line (any color)	NM	1	\$ 700.00	\$ 700.00
15	6 in Double Line (any color)	NM	1	\$ 1,600.00	\$ 1,600.00
<b>Section 2 Messages &amp; Symbols - Paint</b>					\$ -
16	STOP (Word)	EACH	1	\$ 60.00	\$ 60.00
17	RXR (Word)	EACH	1	\$ 90.00	\$ 90.00
18	ONLY (Word)	EACH	1	\$ 60.00	\$ 60.00
19	SCHOOL (Word)	EACH	1	\$ 90.00	\$ 90.00
20	MERGE (Word)	EACH	1	\$ 70.00	\$ 70.00
21	YEILD (Word)	EACH	1	\$ 70.00	\$ 70.00
22	DO NOT ENTER (Words)	EACH	1	\$ 90.00	\$ 90.00
23	AHEAD (Word)	EACH	1	\$ 70.00	\$ 70.00
24	Bike Lane (Words)	EACH	1	\$ 60.00	\$ 60.00
25	Bike Lane (Symbol)	EACH	1	\$ 60.00	\$ 60.00
26	Bike Lane Arrow	EACH	1	\$ 30.00	\$ 30.00
27	Through Straight Arrow	EACH	1	\$ 40.00	\$ 40.00
28	Left/Right Arrow	EACH	1	\$ 40.00	\$ 40.00
29	Left/Right and Through Arrow (Combo)	EACH	1	\$ 60.00	\$ 60.00
30	Round A Bout (Symbol)	EACH	1	\$ 60.00	\$ 60.00
31	Complete Handicapped Parking Space	EACH	1	\$ 150.00	\$ 150.00
32	Island Nose Painting (Reflective Paint)(any color)	SQ FT	1	\$ 7.00	\$ 7.00
					\$ -
<b>Total</b>					\$ 5,320.65

COMPANY NAME: ACME BARRICADES LC



Main Office - 9800 Normandy Blvd - Jacksonville, Florida 32221 - 1-800-373-7704

DATE: 11/20/2024 QUOTE DATE: 11/20/2024  
 PROJECT: Clay County Maintenance COUNTY: Clay  
 CONTRACTOR: Clay County CONST. DAYS: N/A

### Pavement Marking Quote

Pavement Marking Items		UNITS	QUANTITY	PRICE	TOTAL
<b>Section 3 Striping - Thermoplastic Pavement Markings</b>					\$ -
34	4 in Solid Line (any color)	LF	1	\$ 0.60	\$ 0.60
35	4 in Skip Line (any color)	LF	1	\$ 0.70	\$ 0.70
36	4 in Double Line (any color)	LF	1	\$ 1.25	\$ 1.25
37	6 in Solid Line (any color)	LF	1	\$ 1.25	\$ 1.25
38	6 in Skip Line (any color)	LF	1	\$ 1.50	\$ 1.50
39	6 in Double Line (any color)	LF	1	\$ 2.50	\$ 2.50
40	12 in Solid Line (any color)	LF	1	\$ 5.00	\$ 5.00
41	18 in Solid Line (any color)	LF	1	\$ 7.00	\$ 7.00
42	24 in Solid Line (any color)	LF	1	\$ 10.00	\$ 10.00
43	4 in Skip Line (any color)	GM	1	\$ 1,000.00	\$ 1,000.00
44	6 in Skip Line (any color)	GM	1	\$ 2,000.00	\$ 2,000.00
45	4 in Solid Line (any color)	NM	1	\$ 2,300.00	\$ 2,300.00
46	6 in Solid Line (any color)	NM	1	\$ 4,700.00	\$ 4,700.00
47	4 in Double Line (any color)	NM	1	\$ 4,200.00	\$ 4,200.00
48	6 in Double Line (any color)	NM	1	\$ 9,400.00	\$ 9,400.00
<b>Section 4 Messages &amp; Symbols - Thermoplastic Pavement Markings</b>					\$ -
49	STOP (Word)	EACH	1	\$ 175.00	\$ 175.00
50	RXR (Word)	EACH	1	\$ 250.00	\$ 250.00
51	ONLY (Word)	EACH	1	\$ 175.00	\$ 175.00
52	SCHOOL (Word)	EACH	1	\$ 250.00	\$ 250.00
53	MERGE (Word)	EACH	1	\$ 200.00	\$ 200.00
54	YEILD (Word)	EACH	1	\$ 200.00	\$ 200.00
55	Merge Arrow	EACH	1	\$ 200.00	\$ 200.00
56	DO NOT ENTER (Words)	EACH	1	\$ 300.00	\$ 300.00
57	AHEAD (Word)	EACH	1	\$ 200.00	\$ 200.00
58	Bike Lane (Words)	EACH	1	\$ 175.00	\$ 175.00
59	Bike Lane (Symbol)	EACH	1	\$ 250.00	\$ 250.00
60	Bike Lane Arrow	EACH	1	\$ 125.00	\$ 125.00
61	Through Straight Arrow	EACH	1	\$ 125.00	\$ 125.00
62	Left/Right Arrow	EACH	1	\$ 125.00	\$ 125.00
63	Left/Right and Through Arrow (Combo)	EACH	1	\$ 175.00	\$ 175.00
64	Round A Bout (Symbol)	EACH	1	\$ 175.00	\$ 175.00
65	Complete Handicapped Parking Space	EACH	1	\$ 350.00	\$ 350.00
66	Removal of Existing Markings (Paint /Thermo) Waterblasting	SQ FT	1	\$ 2.50	\$ 2.50
67	Removal of Existing Markings (Paint /Thermo) Grinding	SQ FT	1	\$ 2.00	\$ 2.00
<b>Total</b>					\$ 27,084.30

COMPANY NAME: ACME BARRICADES LC



Main Office - 9800 Normandy Blvd - Jacksonville, Florida 32221 - 1-800-373-7704

DATE: 11/20/2024 QUOTE DATE: 11/20/2024  
 PROJECT: Clay County Maintenance COUNTY: Clay  
 CONTRACTOR: Clay County CONST. DAYS: N/A

### Pavement Marking Quote

Pavement Marking Items		UNIT	QUANTITY	PRICE	TOTAL
<b>Section 5 Striping - Reflective Pavement Markers and Temparay Marking</b>					
68	Bi-Directional RPMs (any color)	Each	1	\$ 6.00	\$ 6.00
69	Mono-Directional RPMs (any color)	Each	1	\$ 6.00	\$ 6.00
70	Removal od Reflective Pavement Markers	Each	1	\$ 1.50	\$ 1.50
71	6 in Solid Line (any color) Tape	LF	1	\$ 1.50	\$ 1.50
72	Audible RPMs (any color)	Each	1	\$ 6.00	\$ 6.00
73	Audible & Vibratory Pavement Markings Solid 4 in (any color)	NM	1	\$ 3,500.00	\$ 3,500.00
74	Audible & Vibratory Pavement Markings Solid 6 in (any color)	NM	1	\$ 7,000.00	\$ 7,000.00
75	Audible & Vibratory Pavement Markings Skip 4 in (any color)	GM	1	\$ 1,500.00	\$ 1,500.00
76	Audible & Vibratory Pavement Markings Skip 6 in (any color)	GM	1	\$ 3,000.00	\$ 3,000.00
77	6 in Skip Line (any color) Tape	LF	1	\$ 1.25	\$ 1.25
78	6 in Double Line (any color) Tape	LF	1	\$ 2.50	\$ 2.50
79	12 in Solid Line (any color) Tape	LF	1	\$ 2.50	\$ 2.50
80	18 in Solid Line (any color) Tape	LF	1	\$ 3.75	\$ 3.75
81	24 in Solid Line (any color) Tape	LF	1	\$ 5.00	\$ 5.00
82	Removal of Temporary Markings Tape	LF	1	\$ 2.00	\$ 2.00
				<b>Total</b>	\$ 15,038.00
				<b>Total</b>	\$ 47,442.95

Total of Section 1 through Section 5 written in words :

Forty Seven Thousand Four Hundred Forty Two Dollars and Ninety Five Cents

COMPANY NAME: ACME BARRICADES LC

**CLAY COUNTY AGREEMENT/CONTRACT NO. 2022/2023-37 RN1**

**FIRST RENEWAL AND AMENDMENT TO AGREEMENT FOR ANNUAL ROADWAY STRIPING AND PAVEMENT MARKING SERVICES WITH TRAFFIC CONTROL PRODUCTS OF FLORIDA, INC.**

This First Renewal and Amendment to Agreement for Annual Roadway Striping and Pavement Marking Services with Traffic Control Products of Florida, Inc., (“First Renewal”) is entered into this \_\_\_\_ day of December, 2024, between Traffic Control Products of Florida, Inc. a Florida Profit Corporation Company (“Contractor”), and Clay County, a political subdivision of the State of Florida (“County”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

**RECITALS**

**WHEREAS**, on November 9, 2022, the parties entered into the Agreement for Annual Roadway Striping and Pavement Marking Services with P&P Striping, L.L.C., Clay County Agreement/Contract No. 2022/2023-37 (“Agreement”), incorporated herein by reference, wherein Contractor agreed to furnish and deliver all material and equipment and perform all the work, labor, mobilization, maintenance of traffic, and other goods and services necessary to strip or re-stripe roadways and parking lots and provide pavement markings in Clay County on an as needed and as assigned basis; and

**WHEREAS**, when Work is needed by the County, the County will prepare a Scope of Work for the Project. The County will then solicit pricing proposals from its three contractors based on the Scope of Work for each Project and will assign each Project to the lowest responsive, responsible qualified contractor; and

**WHEREAS**, the fees for each Project assigned under the Agreement are based on the unit prices set forth in the Contractor’s Price Sheet attached to the Agreement as Attachment B and any lump sum prices established for the assigned Project; and

**WHEREAS**, the Agreement provides for an initial two year term beginning on November 9, 2022 and continuing through November 8, 2024, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties (each a “Renewal Term”); and

**WHEREAS**, no increases in the unit prices reflected in Attachment B are permitted during the initial two year term, however, thereafter, the Contractor may request an adjustment to the unit prices by providing written notice to the Project Manager; and

**WHEREAS**, the Contractor has requested an increase to its unit prices for the Renewal Term as set forth in amended Attachment B attached hereto; and

**WHEREAS**, any agreed to adjustments to the unit prices during a Renewal Term shall be made a part of the Agreement by a written amendment; and



**WHEREAS**, the parties wish to enter into this First Renewal to renew the Agreement for an additional one year period commencing and effective retroactively on November 9, 2024 and continuing through November 8, 2025 and amend the Contractor’s unit prices as set forth herein.

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby renewed for an additional one year period retroactive to November 9, 2024 and continuing through November 8, 2025 (“Renewal Term”).
3. During this Renewal Term, the Contractor’s unit prices shall be the adjusted unit prices reflected in amended Attachment B attached hereto. Accordingly, Attachment B (Price Sheet) to the Agreement is hereby removed from the Agreement and replaced in its entirety with amended Attachment B (Price Sheet) attached to this First Renewal.
4. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:
  - a. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
  - b. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
  - c. By execution of this First Renewal, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.
5. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this First Renewal shall be and hereby are changed to conform to this First Renewal.
6. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Renewal are incorporated herein and shall remain in full force and effect.
7. This First Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.
8. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Renewal 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 First Renewal on behalf of such party and that the First Renewal will constitute a legal and binding obligation of such party.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Renewal as of the date and year first written above.

**TRAFFIC CONTROL PRODUCTS  
OF FLORIDA, INC.**

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

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

Betsy Condon  
Its Chairman

ATTEST:

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

**AMENDED  
ATTACHMENT B  
PRICE SHEET**

Item #	Item Description	Unit	Quantity	Unit Price	Total
<b>Section 1: Striping – Paint</b>					
1	4 in Solid Line (any color)	LF	1	\$ 1.32	\$ 1.32
2	4 in Skip Line (any color)	LF	1	\$ 1.21	\$ 1.21
3	4 in Double Line (any color)	LF	1	\$ 1.64	\$ 1.64
4	6 in Solid Line (any color)	LF	1	\$ 1.36	\$ 1.36
5	6 in Skip Line (any color)	LF	1	\$ 1.24	\$ 1.24
6	6 in Double Line (any color)	LF	1	\$ 1.72	\$ 1.72
7	12 in Solid Line (any color)	LF	1	\$ 2.10	\$ 2.10
8	18 in Solid Line (any color)	LF	1	\$ 2.65	\$ 2.65
9	24 in Solid Line (any color)	LF	1	\$ 3.00	\$ 3.00
10	4 in Skip Line (any color)	GM	1	\$ 1,100.00	\$ 1,100.00
11	6 in Skip Line (any color)	GM	1	\$ 1,250.00	\$ 1,250.00
12	4 in Solid Line (any color)	NM	1	\$ 1,680.00	\$ 1,680.00
13	6 in Solid Line (any color)	NM	1	\$ 1,880.00	\$ 1,880.00
14	4 in Double Line (any color)	NM	1	\$ 3,360.00	\$ 3,360.00
15	6 in Double Line (any color)	NM	1	\$ 3,760.00	\$ 3,760.00
<b>Section 2: Messages &amp; Symbols - Paint</b>					
16	STOP (WORD)	EA	1	\$ 50.00	\$ 50.00
17	RXR (WORD)	EA	1	\$ 96.00	\$ 96.00
18	ONLY (WORD)	EA	1	\$ 48.00	\$ 48.00
19	SCHOOL (WORD)	EA	1	\$ 96.00	\$ 96.00
20	MERGE (WORD)	EA	1	\$ 83.00	\$ 83.00
21	YIELD (WORD)	EA	1	\$ 83.00	\$ 83.00
23	DO NOT ENTER	EA	1	\$ 140.00	\$ 140.00
24	AHEAD	EA	1	\$ 83.00	\$ 83.00
25	BIKE Lane (WORDS)	EA	1	\$ 125.00	\$ 125.00
26	BIKE Lane (SYMBOL)	EA	1	\$ 50.00	\$ 50.00
27	BIKE Lane Arrow	EA	1	\$ 30.00	\$ 30.00
28	Thu (Straight) Arrow	EA	1	\$ 30.00	\$ 30.00
29	Left/Right Arrow	EA	1	\$ 30.00	\$ 30.00
30	Left/Right and Thru Arrow (Combo)	EA	1	\$ 60.00	\$ 60.00
31	Round a bout (SYMBOL)	EA	1	\$ 1,005.00	\$ 1,005.00
32	Complete Handicapped Parking space	EA	1	\$ 125.00	\$ 125.00
33	Island Nose Painting (reflective paint) (any color)	SF	1	\$ 5.50	\$ 5.50
<b>Total of Section 1 nd 2</b>			\$	<b>15,185.74</b>	
<b>Section 3: Striping - Thermoplastic Pavement Markings</b>					
34	4 in Solid Line (any color)	LF	1	\$ 1.52	\$ 1.52
35	4 in Skip Line (any color)	LF	1	\$ 0.42	\$ 0.42
36	4 in Double Line (any color)	LF	1	\$ 3.04	\$ 3.04
37	6 in Solid Line (any color)	LF	1	\$ 1.55	\$ 1.55
38	6 in Skip Line (any color)	LF	1	\$ 0.48	\$ 0.48
39	6 in Double Line (any color)	LF	1	\$ 3.10	\$ 3.10
40	12 in Solid Line (any color)	LF	1	\$ 4.00	\$ 4.00
41	18 in Solid Line (any color)	LF	1	\$ 6.00	\$ 6.00
42	24 in Solid Line (any color)	LF	1	\$ 7.25	\$ 7.25
43	4 in Skip Line (any color)	GM	1	\$ 2,200.00	\$ 2,200.00
44	6 in Skip Line (any color)	GM	1	\$ 2,500.00	\$ 2,500.00
45	4 in Solid Line (any color)	NM	1	\$ 8,000.00	\$ 8,000.00
46	6 in Solid Line (any color)	NM	1	\$ 8,200.00	\$ 8,200.00
47	4 in Double Line (any color)	NM	1	\$ 16,000.00	\$ 16,000.00
48	6 in Double Line (any color)	NM	1	\$ 16,400.00	\$ 16,400.00
<b>Section 4: Messages &amp; Symbols - Thermoplastic Pavement Markings</b>					
49	STOP (WORD)	EA	1	\$ 220.00	\$ 220.00
50	RXR (WORD)	EA	1	\$ 280.00	\$ 280.00
51	ONLY (WORD)	EA	1	\$ 220.00	\$ 220.00
52	SCHOOL (WORD)	EA	1	\$ 280.00	\$ 280.00
53	MERGE (WORD)	EA	1	\$ 240.00	\$ 240.00
54	YIELD (WORD)	EA	1	\$ 240.00	\$ 240.00
55	MERGE ARROW	EA	1	\$ 95.00	\$ 95.00
56	DO NOT ENTER	EA	1	\$ 600.00	\$ 600.00
57	AHEAD	EA	1	\$ 240.00	\$ 240.00
58	BIKE Lane (WORDS)	EA	1	\$ 400.00	\$ 400.00
59	BIKE Lane (SYMBOL)	EA	1	\$ 205.00	\$ 205.00
60	BIKE Lane Arrow	EA	1	\$ 88.00	\$ 88.00
61	Thu (Straight) Arrow	EA	1	\$ 95.00	\$ 95.00
62	Left/Right Arrow	EA	1	\$ 95.00	\$ 95.00
63	Left/Right and Thru Arrow (Combo)	EA	1	\$ 190.00	\$ 190.00
64	Round a bout (SYMBOL)	EA	1	\$ 1,100.00	\$ 1,100.00
65	Complete Handicapped Parking space	EA	1	\$ 225.00	\$ 225.00
66	Removal of Existing Markings (Paint /Thermo) WATER Blasting	SF	1	\$ 3.35	\$ 3.35
67	Removal of Existing Markings (Paint/Thermo) Grinding	SF	1	\$ 9.00	\$ 9.00
<b>Total of Section 3 nd 4</b>			\$	<b>58,152.71</b>	
<b>Section 5: Reflective Pavement Markers and Temporary Marking Tape</b>					
68	Bi- Directional RPMs (any color)	EA	1	\$ 6.00	\$ 6.00
69	Mono- Directional RPMs (any color)	EA	1	\$ 6.00	\$ 6.00
70	Removal of Reflective Pavement Markers	EA	1	\$ 1.00	\$ 1.00
71	6 in Solid Line (any color) Tape	LF	1	\$ 8.00	\$ 8.00
72	Audible RPMs (Any Color)	EA	1	\$ 10.00	\$ 10.00
73	Audible & Vibratory Pavement Marking White Solid 4in	NM	1	\$ 15,000.00	\$ 15,000.00
74	Audible & Vibratory Pavement Marking White Solid 6in	NM	1	\$ 16,000.00	\$ 16,000.00
75	Audible & Vibratory Pavement Marking Yellow Skip 4in	GM	1	\$ 4,000.00	\$ 4,000.00
76	Audible & Vibratory Pavement Marking Yellow Skip 6in	GM	1	\$ 4,000.00	\$ 4,000.00
77	6 in Skip Line (any color) Tape	LF	1	\$ 2.00	\$ 2.00
78	6 in Double Line (any color) Tape	LF	1	\$ 16.00	\$ 16.00
79	12 in Solid Line (any color) Tape	LF	1	\$ 16.00	\$ 16.00
80	18 in Solid Line (any color) Tape	LF	1	\$ 19.25	\$ 19.25
81	24 in Solid Line (any color) Tape	LF	1	\$ 24.50	\$ 24.50
82	Removal of Temporary Marking Tape	LF	1	\$ 9.00	\$ 9.00
<b>Total of Section 5</b>			\$	<b>39,106.75</b>	
<b>Total of Section 1 through 5</b>			\$	<b>112,445.20</b>	

**CLAY COUNTY AGREEMENT/CONTRACT NO. 2022/2023-36 RN1**

**FIRST RENEWAL AND AMENDMENT TO AGREEMENT FOR ANNUAL ROADWAY STRIPING AND PAVEMENT MARKING SERVICES WITH P&P STRIPING, LLC**

This First Renewal and Amendment to Agreement for Annual Roadway Striping and Pavement Marking Services with P&P Striping, L.L.C. (“First Renewal”) is entered into this \_\_\_\_ day of December, 2024, between P&P Striping, L.L.C., a Florida Limited Liability Company (“Contractor”), and Clay County, a political subdivision of the State of Florida (“County”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

**RECITALS**

**WHEREAS**, on November 9, 2022, the parties entered into the Agreement for Annual Roadway Striping and Pavement Marking Services with P&P Striping, L.L.C., Clay County Agreement/Contract No. 2022/2023-36 (“Agreement”), incorporated herein by reference, wherein Contractor agreed to furnish and deliver all material and equipment and perform all the work, labor, mobilization, maintenance of traffic, and other goods and services necessary to strip or re-stripe roadways and parking lots and provide pavement markings in Clay County on an as needed and as assigned basis; and

**WHEREAS**, when Work is needed by the County, the County will prepare a Scope of Work for the Project. The County will then solicit pricing proposals from its three contractors based on the Scope of Work for each Project and will assign each Project to the lowest responsive, responsible qualified contractor; and

**WHEREAS**, the fees for each Project assigned under the Agreement are based on the unit prices set forth in the Contractor’s Price Sheet attached to the Agreement as Attachment B and any lump sum prices established for the assigned Project; and

**WHEREAS**, the Agreement provides for an initial two year term beginning on November 9, 2022 and continuing through November 8, 2024, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties (each a “Renewal Term”); and

**WHEREAS**, no increases in the unit prices reflected in Attachment B are permitted during the initial two year term, however, thereafter, the Contractor may request an adjustment to the unit prices by providing written notice to the Project Manager; and

**WHEREAS**, the Contractor has requested an increase to its unit prices for the Renewal Term as set forth in amended Attachment B attached hereto; and

**WHEREAS**, any agreed to adjustments to the unit prices during a Renewal Term shall be made a part of the Agreement by a written amendment; and

**WHEREAS**, the parties wish to enter into this First Renewal to renew the Agreement for an additional one year period commencing and effective retroactively on November 9, 2024 and continuing through November 8, 2025 and amend the Contractor’s unit prices as set forth herein.

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby renewed for an additional one year period retroactive to November 9, 2024 and continuing through November 8, 2025 (“Renewal Term”).
3. During this Renewal Term, the Contractor’s unit prices shall be the adjusted unit prices reflected in amended Attachment B attached hereto. Accordingly, Attachment B (Price Sheet) to the Agreement is hereby removed from the Agreement and replaced in its entirety with amended Attachment B (Price Sheet) attached to this First Renewal.
4. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:
  - a. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
  - b. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
  - c. By execution of this First Renewal, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.
5. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this First Renewal shall be and hereby are changed to conform to this First Renewal.
6. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Renewal are incorporated herein and shall remain in full force and effect.
7. This First Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.
8. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Renewal 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 First Renewal on behalf of such party and that the First Renewal will constitute a legal and binding obligation of such party.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Renewal as of the date and year first written above.

**P&P STRIPING, L.L.C.**

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

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

Betsy Condon  
Its Chairman

ATTEST:

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

**AMENDED  
ATTACHMENT B  
PRICE SHEET**



25/26

**BID NO. 2477-76, ANNUAL ROADWAY STRIPING AND PAVEMENT MARKING**

PRICE SHEET			
Item #	Item Description	Unit	Unit Price
<b>Section 1: Striping - Paint</b>			
1	4 in Solid Line (any color)	LF	0.12
2	4 in Skip Line (any color)	LF	0.17
3	4 in Double Line (any color)	LF	0.24
4	6 in Solid Line (any color)	LF	0.25
5	6 in Skip Line (any color)	LF	0.27
6	6 in Double Line (any color)	LF	0.50
7	12 in Solid Line (any color)	LF	1.25
8	18 in Solid Line (any color)	LF	1.50
9	24 in Solid Line (any color)	LF	1.75
10	4 in Skip Line (any color)	GM	550.-
11	6 in Skip Line (any color)	GM	750.-
12	4 in Solid Line (any color)	NM	1,100.-
13	6 in Solid Line (any color)	NM	1,350.-
14	4 in Double Line (any color)	NM	1,100.-
15	6 in Double Line (any color)	NM	2,500.-
<b>Section 2: Messages &amp; Symbols - Paint</b>			
16	STOP (WORD)	EACH	65.-
17	RXR (WORD)	EACH	150.-
18	ONLY (WORD)	EACH	65.-
19	SCHOOL (WORD)	EACH	150.-
20	MERGE (WORD)	EACH	65.-
21	YIELD (WORD)	EACH	65.-
23	DO NOT ENTER	EACH	175.-
24	AHEAD	EACH	65.-
25	BIKE Lane (WORDS)	EACH	65.-
26	BIKE Lane (SYMBOL)	EACH	75.-
27	BIKE Lane Arrow	EACH	75.-
28	Thu (Straight) Arrow	EACH	60.-
29	Left/Right Arrow	EACH	60.-
30	Left/Right and Thru Arrow (Combo)	EACH	90.-
31	Round a bout (SYMBOL)	EACH	175.-
32	Complete Handicapped Parking space	EACH	250.-
33	Island Nose Painting (reflective paint) (any color)	SQ FT	5.-
<b>Total of Section 1 and 2</b>			<b>\$ 9011.05</b>

COMPANY NAME: P+P Striping

25/26

Section 3: Striping - Thermoplastic Pavement Markings			
34	4 in Solid Line (any color)	LF	1.60
35	4 in Skip Line (any color)	LF	1.60
36	4 in Double Line (any color)	LF	1.20
37	6 in Solid Line (any color)	LF	1.10
38	6 in Skip Line (any color)	LF	1.40
39	6 in Double Line (any color)	LF	2.80
40	12 in Solid Line (any color)	LF	5.00
41	18 in Solid Line (any color)	LF	6.50
42	24 in Solid Line (any color)	LF	8.00
43	4 in Skip Line (any color)	GM	900.-
44	6 in Skip Line (any color)	GM	1500.-
45	4 in Solid Line (any color)	NM	3600.-
46	6 in Solid Line (any color)	NM	4200.-
47	4 in Double Line (any color)	NM	2200.-
48	6 in Double Line (any color)	NM	8400.-
Section 4: Messages & Symbols - Thermoplastic Pavement Markings			
49	STOP (WORD)	EACH	160.-
50	RXR (WORD)	EACH	350.-
51	ONLY (WORD)	EACH	160.-
52	SCHOOL (WORD)	EACH	250.-
53	MERGE (WORD)	EACH	160.-
54	YIELD (WORD)	EACH	160.-
55	MERGE ARROW	EACH	85.-
56	DO NOT ENTER	EACH	375.-
57	AHEAD	EACH	160.-
58	BIKE Lane (WORDS)	EACH	250.-
59	BIKE Lane (SYMBOL)	EACH	200.-
60	BIKE Lane Arrow	EACH	150.-
61	Thu (Straight) Arrow	EACH	45.-
62	Left/Right Arrow	EACH	85.-
63	Left/Right and Thru Arrow (Combo)	EACH	175.-
64	Round a bout (SYMBOL)	EACH	477.-
65	Complete Handicapped Parking space	EACH	250.-
66	Removal of Existing Markings (Paint/Thermo) WATER Blasting	SQ FT	10.-
67	Removal of Existing Markings (Paint/Thermo) Grinding	SQ FT	10.-
Total of Section 3 and 4			\$ 29,389.20

COMPANY NAME: P.P. STRIPING

25/26

Section 5: Reflective Pavement Markers and Temporary Marking Tape			
68	Bi- Directional RPMs (any color)	Each	\$ 6.00
69	Mono- Directional RPMs (any color)	Each	\$ 6.00
70	Removal of Reflective Pavement Markers	Each	\$ 1.00
71	6 in Solid Line (any color) Tape	LF	\$ 6.00
72	Audible RMPs (Any Color)	Each	\$ 10.00
73	Audible & Vibratory Pavement Marking White Solid 4in	NM	\$ 1000.00
74	Audible & Vibratory Pavement Marking White Solid 6in	NM	\$ 7150.00
75	Audible & Vibratory Pavement Marking Yellow Skip 4in	GM	\$ 1,000.00
76	Audible & Vibratory Pavement Marking Yellow Skip 6in	GM	\$ 3750.00
77	6 in Skip Line (any color) Tape	LF	\$ 6.75
78	6 in Double Line (any color) Tape	LF	\$ 13.50
79	12 in Solid Line (any color) Tape	LF	\$ 19.00
80	18 in Solid Line (any color) Tape	LF	\$ 21.00
81	24 in Solid Line (any color) Tape	LF	\$ 25.00
82	Removal of Temporary Marking Tape	LF	\$ 4.00
Total of Section 5			\$ 13,018.25
Total of Section 1 through 5			\$ 51,418.50

Total of Section 1 through 5 written in words: \_\_\_\_\_

Fifty ONE THOUSAND FOUR HUNDRED EIGHTY EIGHT AND 2/10

COMPANY NAME: P & P Striping

It is the intent of the County to award up to the lowest three (3) responsive, responsible Bidder(s), provided the submitted bid is responsive to the requirements of this Request for Bids. Clay County reserves the right to award to multiple vendors based on the various items and cost provided.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County  
Commissioners

DATE: 12/2/2024

FROM: Courtney  
Grimm

SUBJECT:

AGENDA ITEM  
TYPE:

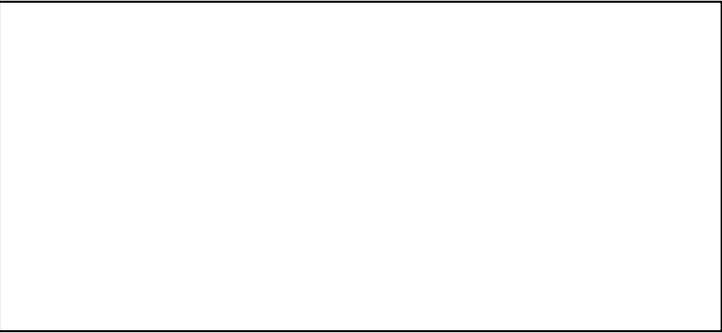
ATTACHMENTS:

Description	Type	Upload Date	File Name
Grant of Easement	Agreement/Contract	12/5/2024	Clay_County_008976.000.00._CC_Animal_Shelter.20_Sleepy_Hollow_Rd)-REVISED_12.05.24ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	12/4/2024 - 4:10 PM	Item Pushed to Agenda

Prepared under the direction of,  
Record and return to:  
Grady H. Williams, Jr., Esq.  
c/o Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068-3907



**GRANT OF EASEMENT**

Parcel No.: 02-05-25-008976-000-00  
Project Name: Clay County Animal Shelter  
20 Sleepy Hollow Road

THIS INDENTURE, made this 10th day of December, A.D. 2024, BETWEEN **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1366, Green Cove Springs, Florida 32043-1366, hereinafter called **GRANTOR**, and the **CLAY COUNTY UTILITY AUTHORITY**, an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts of 1994, whose business address is 3176 Old Jennings Road, Middleburg, Florida 32068-3907, hereinafter called **GRANTEE**.

WITNESSETH: That GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the GRANTEE, its successors and assigns, forever a non-exclusive easement with the right, privilege and authority to said GRANTEE, its successors and assigns, to construct, operate, lay, remove, maintain, improve and/or repair associated equipment for existing and future water, wastewater, and/or reclaimed water utilities, any or all, on, along, over, through, across or under the following described land, situated in Clay County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER, with the right of said GRANTEE, its successors and assigns, of ingress and egress, to and over said above-described premises, and for doing anything necessary or useful or convenient or removing at any time any and all of said improvements upon, over, under or in said lands, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

IN WITNESS WHEREOF, the said GRANTOR has caused this instrument to be executed in its name by its authorized officers the day and year first above written.

[Signatures Begin Next Page]

Signed and Sealed in our Presence:

GRANTOR:

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

ATTEST: \_\_\_\_\_

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

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

Betsy Condon, Its Chairman

Address: Post Office Box 1366  
Green Cove Springs, Florida 32043-1366

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of December, 2024, by **BETSY CONDON**, as **CHAIRMAN** of the Board of County Commissioners of **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, who is personally known to me or has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Notary Public in and for the  
County and State Aforesaid  
My Commission Expires:

## EXHIBIT A

A 15' wide utility easement, being 7.5' wide on each side of the described centerline as follows:

Located in a parcel of land consisting of a portion of blocks 2, 3 and 4, Doctors Inlet, Clay County, Florida according to plat thereof recorded in Plat Book 2, page 4 of the public records of said county, together with a portion of those unnamed roads, avenues and right of ways lying adjacent to said blocks, said described easement being more particularly described as follows:

For the point of reference commence at the northwest corner of Lot 51, Tara, according to Plat book 7, page 47 of said public records; thence North 89 degrees 55'25" West, along a north line of said Tara, 720.00' to an east line thereof; thence on said east line, North 00 degrees 14'35" West, 1270.87' to the south line of County Road No. 220; thence on said South line, South 89 degrees 55'00" East, 763.48' to the southwesterly line of County Road No. 220-C; thence on said southwesterly line, South 30 degrees 10'45" East, 605.25' to the Point of Beginning for the centerline of said 15' wide utility easement as described in the next 5 courses; 1) thence south 59 degrees 56'01" West, 8.72'; 2) thence South 14 degrees 56'01" West, 21.17'; 3) thence South 59 degrees 49'14" West, 79.83' to the point of curvature of a curve being concave to the North, having a radius of 465.00', arc length of 251.32' and central angle of 30 degrees 57'13"; 4) thence along the chord of said curve, South 75 degrees 18'13" West, 248.27' to the point of tangency of said curve; 5) thence North 89 degrees 12'47" West, 303.46' to the terminus of the centerline of said 15' wide utility easement.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO:                   DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	12/3/2024 - 12:10 PM	Item Pushed to Agenda





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO:                   DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	12/3/2024 - 12:10 PM	Item Pushed to Agenda



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County  
Commissioners

DATE:

FROM: Jessica  
Leighton, Director of  
Personnel

SUBJECT:

AGENDA ITEM  
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
2025 BCC Employee Holiday Schedule	Cover Memo	12/4/2024	2025_BCC_EMPLOYEE_HOLIDAY_SCHEDULE.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	12/3/2024 - 12:09 PM	Item Pushed to Agenda

# 2025 BCC EMPLOYEE HOLIDAY SCHEDULE

## 2025 HOLIDAYS

## DATES TO BE OBSERVED

### **New Year's Day**

Wednesday, January 1, 2025

Wednesday, January 1, 2025

### **Martin Luther King, Jr. Day**

Monday, January 20, 2025

Monday, January 20, 2025

### **President's Day**

Monday, February 17, 2025

Monday, February 17, 2025

### **Memorial Day**

Monday, May 26, 2025

Monday, May 26, 2025

### **Juneteenth Day**

Thursday, June 19, 2025

Thursday, June 19, 2025

### **Independence Day**

Friday, July 4, 2025

Friday, July 4, 2025

### **Labor Day**

Monday, September 1, 2025

Monday, September 1, 2025

### **Veteran's Day**

Tuesday, November 11, 2025

Tuesday, November 11, 2025

### **Thanksgiving Day & After**

Thursday, November 27, 2025 &

Friday, November 28, 2025

Thursday, November 27, 2025

Friday, November 28, 2025

### **Christmas Day & After**

Thursday, December 25, 2025

Friday, December 26, 2025

Thursday, December 25, 2025

Friday, December 26, 2025



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO:                   DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

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ATTACHMENTS:

Description	Type	Upload Date	File Name
2025 BCC Meeting Schedule	Cover Memo	12/3/2024	2025_BCC_Scheduleada.pdf
2025 Planning Commission and TDC	Cover Memo	12/5/2024	2025_Planning___TDC_Schedulesuada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	12/3/2024 - 12:09 PM	Item Pushed to Agenda

**NOTICE OF REGULAR MEETINGS OF THE BOARD OF COUNTY  
COMMISSIONERS OF CLAY COUNTY, FLORIDA**

The Board of County Commissioners (the Board) of Clay County, Florida, will hold its Regular Meetings for 2025 on the dates listed below. These meetings will be held in the Board’s Meeting Room on the fourth floor of the Clay County Administration Building located at 477 Houston Street, Green Cove Springs, Florida 32043. All Regular Meetings of the Board commence at 4:00 P.M., unless otherwise posted.

**All interested persons are invited to attend the meetings. Pursuant to Section 286.0105, Florida Statutes, a person deciding to appeal any decision made by the Board with respect to any matter considered at a meeting of the Board or any subsequent meeting to which the Board has continued its deliberations is advised that such person will need a record of all proceedings and may need to ensure that verbatim record of all proceeding is made, which must include the testimony and evidence upon which the appeal is to be based.**

In accordance with the Americans with Disabilities Act, any person needing accommodations to participate in this matter should contact Clay County Risk Management by mail at P.O. Box 1366, Green Cove Springs, Florida 32043, or by telephone at (904) 679-8596, no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Deaf and hard of hearing persons can access the telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

**2025 BOARD MEETING SCHEDULE**

<b>January 14</b>	<b>July 8</b>
<b>January 28</b>	<b>July 22</b>
<b>February 11</b>	<b>August 12</b>
<b>February 25</b>	<b>August 26</b>
<b>March 11</b>	<b>September 9</b>
<b>March 25</b>	<b>September 23</b>
<b>April 8</b>	<b>October 14</b>
<b>April 22</b>	<b>October 28</b>
<b>May 13</b>	<b>November 10*</b>
<b>May 27</b>	<b>November 25</b>
<b>June 10</b>	<b>December 9</b>
<b>June 24</b>	

**\*Date changed from November 11th, due to the Veterans Day Holiday**

**2025 MEETING SCHEDULES: For Information Only**

**Meeting dates and/or times subject to change at the discretion of the Commission/Council.**

**Planning Commission: Start time 5:00 PM**

<b>January 7</b>	<b>July 1</b>
<b>February 4</b>	<b>August 5</b>
<b>March 4</b>	<b>September 2</b>
<b>April 1</b>	<b>October 7</b>
<b>May 6</b>	<b>November 4</b>
<b>June 3</b>	<b>December 2</b>

**Tourist Development Council: Start time 3:30 PM**

<b>January 22</b>	<b>July 16</b>
<b>March 5</b>	<b>September 3</b>
<b>May 7</b>	<b>November 5</b>



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County  
Commissioners

DATE: 10/3/2024

FROM: Megan  
Covey, Grants  
Director

SUBJECT:

AGENDA ITEM  
TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Draft CAPER FY 23-24	Cover Memo	12/5/2024	DRAFT_CAPER_FY23-24ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	12/3/2024 - 12:10 PM	Item Pushed to Agenda

Clay County Board of County Commissioners

Fiscal Year (FY) 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER)



Clay County

477 Houston St.

Green Cove Springs, Florida 32043



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CR3-30 – Public Housing 91.220(h); 91.320(j)

CR-35 – Other Actions 91.220(j)-(k); 91.320(i)-(j)

CR-40 – Monitoring 91.220 and 91.230

CR-45 – CDBG 91.520(c)

CR-65 – Persons Assisted

CR-75 – Expenditures

DRAFT

## **CR-05 – Goals and Outcomes**

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a).**

Major accomplishments during this year's action plan included paving Dennison and Baylor Avenues, two dirt roads in an LMI neighborhood, which benefitted over 291 home and created safe access for residents and emergency services. The County also completed eight limited home rehabilitation projects during this plan year.

The application period for the FY24-25 limited home rehabilitation program opened in September 2024. Improved methods of outreach resulted in record numbers of applicants.

### **Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

The County completed nine of the sixteen eligible limited home rehabilitation projects in FY23-24. The remaining seven rehabilitation projects are in process with anticipated completion in FY24-25.

The Annual Plan for FY23-24 included sidewalk and street repaving. The County did not receive any bids for paving the sidewalks but did receive bids for the street repaving in High Ridge Estates, an LMI neighborhood in Keystone Heights, Florida. The selected contractor proceeded with the project. Dennison and Baylor Avenues were paved and the project was successfully completed by the end of the fiscal and program year.

The County provided Neighborhood Cleanups in three separate LMI neighborhoods throughout the year with over three tons of trash removed from these communities. The goal of Neighborhood Cleanups is to improve the aesthetics in a community, and foster a sense of pride among the residents, increasing property values, promoting community engagement and addressing environmental concerns.

With regard to Administration projects, the County implemented use of the Neighborly software for tracking CDBG projects, per the National Community Development Association's recommendations. The County software implementation was finalized prior to the release of FY23-24 applications and has been successfully used to track the progress of each project and to provide a source of data for reporting to HUD the success of the program in Clay County.

### **Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

CDBG funds were used to make progress towards achieving the following objectives outlined in the Annual Action Plan –

### **Preservation of Housing:**

Objective: Decent Housing (DH) – Provide funding for the acquisition and/or rehabilitation/preservation of housing affordable to low- and moderate-income residents

In FY23-24, nine of sixteen eligible home rehabilitation projects in low to moderate income areas within the County, were completed through the CDBG Program, exceeding the Annual Plan's 10 projected homes. The remaining seven home rehabilitation projects completed before the close of the FY23-24 program year will be prioritized on the FY24-25 project list.

### **Code Enforcement:**

Objective: Suitable Living Environment (SL) – Provide funding for the payment of salaries and overhead costs directly related to the enforcement of local codes in deteriorating or deteriorated areas in Target Areas.

In FY23-24 the County conducted three neighborhood clean-up activities funded through the CDBG program and organized by the County's Community and Social Services Division. High Ridge Estates, located in Keystone Heights, Florida is a community of approximately 700-800 residents, Tanglewood, a community in Orange Park, Florida, has approximately 5,200 residents, per the US Census, and Tanglewood Park, a public park located Orange Park, Florida.

### **Neighborhood Improvements:**

Objective: Creating Economic Opportunities (EO) – Provide funding for public facility improvements, physical improvements, and comprehensive neighborhood planning activities in Target Areas, and HUD designated Low-Mod Areas to improve the quality of life and health of neighborhood residents.

In FY23-24, Dennison Avenue and Baylor Avenue, both located in a historically LMI neighborhood in Keystone Heights, Florida, were paved by a bid-awarded contractor, using CDBG funds. These improvements effected roughly 291 homes in a low to moderate income area.

### **Administration:**

Objective: General planning and administration costs associated with administering Federal CDBG and State SHIP funds; and other local funding sources.

Throughout FY23-24, Clay County staff managed the programmatic and financial aspects of CDBG funding along with conducting post-application home inspections. This proved to be more time consuming than anticipated resulting in the decision to outsource contractors to conduct the required inspections.

**CR-10 – Racial and Ethnic composition of families assisted**

**Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)**

Families assisted during the FY23-24 fell within a wide range of socio, racial and ethnic ranges. Of those that applied, single women outnumbered the men, and racial and ethnic statuses were more heavily white (50%) and black/African American (35%) with approximately four percent of those that reported stating they were of Hispanic ethnicity.

**CR-15 – Resources and Investments 91.520(a)**

**Identify the resources made available**

<b>CDBG Activity</b>	<b>Actual Expenditures</b>
Infrastructure	\$921,059.49
Code Enforcement/Neighborhood Clean-ups	\$4,307.56
Home Rehabilitation	\$363,930.28
Administration	\$66,950.57
Total	1,356,247.90

**Narrative**

The majority of this year’s funding supported investments in infrastructure. The County anticipates that infrastructure will continue to be a high priority activity in the FY24-25 Annual Action Plan. With the newly established process for review of proposed projects and the identification of local contractors able and willing to perform the required work, investments in home rehabilitation projects are expected to increase in FY24-25.

A Substantial Amendment was undertaken during the FY23-24 program year. Unused funds from Code Enforcement, Housing Rehabilitation and Administration totaling \$828,129.01 were re-allocated to Infrastructure projects, which included streets and sidewalks.

## **Identify the geographic distribution and location of investments**

### **Narrative**

The majority of eligible applicants for home rehabilitation came from Orange Park (53%), Green Cove Springs (24%), Middleburg (18%) and Fleming Island (5%). Keystone Heights was served through the paving of Dennison and Baylor Avenues and through three Neighborhood clean-ups.

### **Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land of property located within the jurisdiction that were used to address the needs identified in the plan.**

No matching funds are required for the County's CDBG Entitlement Funding. However, the County did receive federal funding to assist with homelessness stabilization through the U.S. Treasury's Emergency Rental Assistance Program. This funding helped support the goals and objectives outlined in the Consolidated Plan and Annual Action Plan. Indirect administrative costs (i.e., legal, procurement, budget) are not charged to CDBG.

### **CR-20 – Affordable Housing 91.520(b)**

**Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.**

The average median income of all approved applicants for housing rehabilitation projects was \$27,358.17. Inspection services and need assessments for the most qualified applicants began in FY22-23. Housing rehabilitation projects began during the FY23-24 Annual Action Plan and will continue into FY24-25.

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

Outcomes for FY23-24 were on par with the expected goals and outcomes. Project management was streamlined which resulted greater efficiency in securing contractors for specific activities rather than using general contractors for a broad range of limited rehabilitation of homes. Nine homes received new roofs using this process and the County anticipates more successful rehabilitations using this process going forward.

**Discuss how these outcomes will impact future annual action plans. Include the number of extremely low-income, low-income, and moderate-income persons served**

**by each activity where information on income by family size is required to determine the eligibility of the activity.**

In FY23-24, large scale projects experienced cost increases and limited timelines. In FY24-25, the County increase completion of more rehab projects with more focused project scope to create the greatest benefit for the greatest number of people.

The CDBG Program is working with the balance of the eligible resident owners whose home rehabilitation projects were not completed in the FY23-24 program year. It is the intention of the County to initiate these projects within the first quarter of the FY24-25 program year, along with any new eligible applicants.

**CR-25 – Homeless and Other Special needs 91.220(d, e); 91.320(d, e); 91.520©**

**Evaluate the jurisdiction’s progress in meeting its specific objectives for reducing and ending homelessness through:**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The County’s Community and Social Services Division oversees homelessness stabilization assistance programs, pairing individuals with resources. As part of the outreach process for the Consolidated Plan and Annual Action Plan, local non-profits who provide homelessness services are consulted for feedback in setting CDBG goals and developing activities. Building a deeper partnership with the County’s Community Paramedicine program is an FY24-25 goal that will further the identification of potential individuals in need.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

Several non-profit providers and faith-based organizations offer services and facilities to the homeless population, which include cold weather shelters, transitional housing, and permanent support housing.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education or youth needs.**

Though CDBG funds do not directly address this, other federally funded programs within the County do. The Emergency Rental Assistance Program, for example, helped at-risk

individuals find transitional and temporary housing until they can find a permanent solution.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Please see response above. CDBG funds do not directly provide this kind of assistance, because other programs are currently addressing this need.

**CR-30 – Public Housing 91.220(h); 91.320(j)**

**Actions taken to address the needs of public housing**

The St. Johns Housing Authority runs the State Housing Initiatives Partnership (SHIP) program and assists with Section 108 projects to serve the residents of Clay County.

**Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

Clay County's SHIP program offers education programs through their various partnerships with County non-profits related to housing, food and waste.

**Actions taken to provide assistance to troubled PHAs**

Not applicable.

**CR-35 – Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The State of Florida adopted the Live Local Act in FY23, and accordingly, the County has published their list of affordable housing developments on its website ([www.claycountygov.com/government/purchasing/real-estate](http://www.claycountygov.com/government/purchasing/real-estate)). The County also uses its SHIP funds to support affordable housing and has allocated a portion of its State and Local Fiscal Recovery Funds (ARPA) for affordable housing projects like Nathan Ridge in Middleburg, Florida.

**Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The CDBG Program and Community and Social Services Division staff are available to guide homeowners through the CDBG application process at no cost. These staff members also connected individuals who applied for CDBG funding with other outside resources to meet their immediate needs, including transportation and health care.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

If lead-based paint is found during the house inspection, it is mitigated as part of the housing rehabilitation project in accordance with the Clay County Community Block Development Grant Policies and Procedures Manual.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

Income evaluation is the most heavily weighted factor used for qualifying and ranking applicants for assistance. Poverty-level families are the highest priority for assistance. The Clay County CDBG Program provides a free needs-assessment to poverty-level families and helps pair them with Career Source and employee training opportunities.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The County formed the Community and Social Services Division in 2021 to provide human services and programmatic support for funding opportunities, like CDBG.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The County's Community and Social Services Division conducts needs assessments and matches individuals with appropriate social service agencies and non-profits to assist them outside of CDBG activities. The Division also works with its SHIP office to coordinate the needs of residents.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)**

The following three key areas were reviewed in the Analysis of Impediments –

1. Definition used for “family” and restrictions on the number of unrelated persons in dwelling units
2. Dispersal requirements and regulatory provisions for housing facilities for persons with disabilities (i.e. group homes) in single-family districts.
3. Minimum lot size requirements, and the opportunity to develop various housing types including apartments and housing at various densities.

The County is currently contracting with a consulting firm to revise its Land Development Code to address all three of these areas. Recommendations for revisions will be forthcoming and presented to the Board of County Commissioners for adoption.

Furthermore, the County provides a density incentive program for affordable housing projects.



## **CR-40 – Monitoring 91.220 and 91.230**

**Evaluate the jurisdiction’s progress in meeting its specific objectives for reducing ending homelessness through:**

**Describe the standards and procedures that will be used to monitor activities carried out in furtherance of the plan and will be used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and comprehensive planning requirements.**

The Clay County Grants Division is responsible all grant compliance and monitoring, including the CDBG program. The Grants Compliance Team works with the Community and Social Services Division and the CDBG Program Manager to implement the program under HUD rules and guidance.

### **Citizen Participation Plan 91.105(d); 91.115(d)**

**Description of the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The Draft FY 2023-2024 Consolidated Annual Performance and Evaluation Report was available for review at the County’s Website at <https://www.claycountygov.com/community/community-development-block-grant> and at the following locations:

- Clay County Community & Social Services
  - 8:30 am – 12:00 pm and 1:00 pm -4:00 pm Monday – Friday, excluding legal holidays
  - 420 College Drive, Ste 107, Middleburg, FL 32068
- Clay County Library Locations
  - 10:00 a.m. and 8:00 p.m., Monday-Thursday, and 9:00 a.m. to 5:00 p.m., Friday-Saturday
  - Fleming Island Library- 1895 Town Center Blvd., Fleming Island, FL 32003
  - Green Cove Springs Library- 403 Ferris Street, Green Cove Springs, FL 32043
  - Keystone Heights Library- 175 Oriole Avenue, Keystone Heights, FL 32656
  - Middleburg-Clay Hill Library- 2245 Aster Avenue, Middleburg, FL 32068
  - Orange Park Library- 2054 Plainfield Avenue, Orange Park, FL 32073

**PUBLIC COMMENT PERIOD:** The 15-day public review and comment period was **Wednesday, October 23, 2024, through Thursday, November 14, 2024**, at close of business. Comments from the public were encouraged and accepted during this period at the Clay County Community & Social Services between the hours of 8:30 am – 12:00 pm and 1:00 pm -4:00 pm, excluding legal holidays, at 420 College Drive, Ste 107, Middleburg, FL 32068. Comments could also be given by calling 904-541-3814 or be sent by email to [cdbg@claycountygov.com](mailto:cdbg@claycountygov.com).

**PUBLIC MEETING:**

Purpose: To announce the Consolidated Annual Report and Evaluation Report for public review and comments and obtain public input on the Draft Consolidated Annual Report and Evaluation Report.

Date: **Wednesday, November 13, 2024**

Time: 6:30 p.m.

Place: Orange Park Public Library  
2054 Plainfield Avenue, Orange Park, FL 32065

**Non-English-Speaking Persons:**

Special arrangements for a translator will be made by the County. A citizen requiring a translator should send a request at least two (2) business days before the event.

**Special Accommodations for Persons with Disabilities:**

Special arrangements for a sign language interpreter will be made by the County. A request should be sent to the County at least two (2) business days prior to the event. Recorded events will be posted with closed captioning for those hard of hearing.

**Access to records/recordings:**

A recording of the public meetings and hearings will be made public for those who are not able to attend. Minutes of the public meetings and hearings will also be taken. Citizen input will be summarized and documented in the minutes. The recordings and minutes will be posted on the County's website at <https://www.https://www.claycountygov.com/community/community-development-block-grant>

**In accordance with the Americans with Disabilities Act, any person needing accommodations to participate in this matter should contact Clay County Risk Management by mail at P.O. Box 1366, Green Cove Springs, Florida 32043, or by telephone at (904) 278-4718, no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Deaf and hard of hearing persons can access the telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).**

All interested persons are invited to attend the public meeting or hearing. Pursuant to Section 286.0105, Florida Statutes, a person deciding to appeal any decision made by the Clay County Board of County Commissioners (Board) with respect to any matter considered at the meeting, hearing, or at any subsequent meeting or hearing to which the Board has continued its deliberations is advised that such person will need a record of all proceedings and may need to ensure that a verbatim record of all proceedings is made, which must include the testimony and evidence upon which the appeal is to be based.

Note: Public comments will be compiled after the Public Comments Period which will run for 15 days, starting Wednesday October 30, 2024 through Thursday November 14, 2024.

**CR-45 – CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

At present, there are no substantial changes to the County’s program objectives. However, based on public feedback and staff’s experience reviewing applications for assistance, there is an opportunity to revisit how the County’s CDBG allocation is distributed across activities. Community input indicates that more funding is needed for infrastructure projects in Low-Mod areas of the County. Requests for infrastructure funding include street paving or resurfacing projects, sidewalk repairs, and well replacement.

In FY23-24, a study conducted on the LMI community of High Ridge Estates Initiative showed that there is a need for infrastructure and home rehab improvements in the southern part of the County. This could become a focus area in future annual action plans.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

Not applicable.

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

Not applicable.

**CR-65 – Persons Assisted**

**Complete for CDBG Activities**

<b>Activity Description</b>	<b>Persons Assisted</b>
Infrastructure Improvements	1566 individuals; 57% Low/Mod Income Households
Affordable Housing – rehabilitation projects	8 households with an average of 4 people per household
Code Enforcement – Community clean-up projects	Approximately 6000 individuals
Estimated Total Persons Assisted	Approximately 7500

**CR-75 – Expenditures**

	<b>FY23-24 CDBG Program Year</b>
<b>Expenditures for Infrastructure Improvements</b>	\$921,059.49
<b>Expenditures for Affordable Housing – Housing Rehabilitation Program</b>	\$175,708.08
<b>Expenditures for Code Enforcement</b>	\$0
<b>Administration</b>	\$97,177.00
<b>Total</b>	\$1,193,944.57

DRAFT



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE: 10/28/2024

FROM: Courtney Grimm

SUBJECT: DFC Anabelle LLC has submitted to the Board a petition to establish the Anabelle Sandridge Community Development District within an approximately 200-acre tract situated solely within unincorporated Clay County.

AGENDA ITEM TYPE:

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**BACKGROUND INFORMATION:**

Based upon the evidence offered by DFC Anabelle LLC, and any other evidence that may be offered by staff or interested third parties, the Board will make the determination whether to grant the petition and approve an ordinance creating the CDD. Section 190.005(1)(e), Florida Statutes, sets forth the factors to be considered by the Board in making such determination. These factors are as follows:

1. Whether all statements contained within the petition have been found to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

The proposed ordinance, if adopted, would establish the Anabelle Sandridge Community Development District. Consistent with Section 190.005, Florida Statutes, the ordinance itself simply establishes the CDD, describes its boundaries, and designates the initial members of the CDD's Board of Supervisors. The regular powers and duties of the CDD are specifically set forth in Chapter 190, Florida Statutes, and are not restated in the ordinance.

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Petition to Establish Anabelle Sandridge CDD	Backup Material	12/5/2024	Letter_to_County_with_Petition_and_Exhibits_to_Establish_-_Anabelle_Sandridge_CDDada.pdf
<input type="checkbox"/> Pre-filed Testimony-Taylor	Backup Material	12/6/2024	Anabelle_Sandridge_CDD-DE-Pre-filed_Testimony_signed.ADA.pdf
<input type="checkbox"/> Pre-filed Testimony-Blevins	Backup Material	12/6/2024	Anabelle_CDD_-_Signed_Affidavit_-_Michael_Blevins.ADA.pdf
<input type="checkbox"/> Pre-filed Testimony-Wrathell	Backup Material	12/6/2024	Anabelle_Sandridge_CDD_-_Pre-filed_Testimony_and_Affidavit_-_Executed_(Wrathell).ADA.pdf
<input type="checkbox"/> Anabelle Sandridge CDD	Backup Material	12/5/2024	Powerpoint_Presentation_to_Clay_County_-_Anabelle_Sandridgeada.pdf
<input type="checkbox"/> Ordinance Establishing Anabelle Sandridge CDD	Ordinance	12/10/2024	Ordinance_Establishing_Anabelle_Sandridge_CDD.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	12/4/2024 - 4:12 PM	Item Pushed to Agenda



October 25, 2024

**Via Electronic Mail, Clay Portal  
online and original by  
Overnight Mail**

Courtney Grimm, Clay County Attorney  
County Administration Building  
477 Houston Street, Second Floor  
Green Cove Springs, Florida 32043  
[Courtney.Grimm@claycountygov.com](mailto:Courtney.Grimm@claycountygov.com)

**Re: Petition to Establish Anabelle Sandridge Community Development District**

Dear Ms. Grimm:

Attached please find the *Petition to Establish Anabelle Sandridge Community Development District* in Clay County, and with the original of this letter, the filing fee (via overnight delivery). We also e-filed this petition and supporting documentation through the Clay Portal online.

Once you have had an opportunity to review the Petition, please feel free to reach out to our office to schedule a call with Jennifer Kilinski and Christopher Loy, Jr. to discuss any procedural issues or questions that you may have and also to set the matter for public hearing. Additionally, we would request that this matter be placed on the December 10, 2024 hearing before the Commissioners. Please let us know if that is approved.

My email is [cyndi@cddlattorneys.com](mailto:cyndi@cddlattorneys.com) and I can coordinate any call, if necessary. Thank you for your assistance in this matter, and we look forward to working with you.

Sincerely,

*/s/ Cyndi Dyson*

Cyndi Dyson  
Paralegal

Enclosures

Cc: Howard Wanamaker, County Manager

Via email: [Howard.Wanamaker@claycountygov.com](mailto:Howard.Wanamaker@claycountygov.com)

# **PETITION TO ESTABLISH ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT**

Submitted by:

Jennifer Kilinski  
Florida Bar No. 69367  
[jennifer@cddlwyers.com](mailto:jennifer@cddlwyers.com)

Christopher N. Loy, Jr.  
Florida Bar No.: 1064660  
[chrisl@cddlwyers.com](mailto:chrisl@cddlwyers.com)  
(877) 350-0372

Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attorney for Petitioner



**BEFORE THE CLAY COUNTY BOARD OF COUNTY COMMISSIONERS  
PETITION TO ESTABLISH ANABELLE SANDRIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, DFC Anabelle LLC, a Florida limited liability company (hereafter "Petitioner"), hereby petitions the Clay County Board of County Commissioners pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a community development district (hereinafter "District"), with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District will be located entirely within unincorporated Clay County, Florida (hereafter "County"). **Exhibit 1** depicts the general location of the lands comprising the proposed District. The proposed District covers approximately 200 acres of land, more or less. The legal description of the lands that form the external boundaries of the District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the proposed District. Documentation of consent to the establishment of the District is contained in **Exhibit 3**.

4. Initial Board Members. The five persons to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Maston Crapps  
Address: 14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

Name: Shawn Budd  
Address: 14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

Name: Michael Blevins  
Address: 14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

Name: Batey McGraw  
Address: 14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

Name: Louis Cowling  
Address: 14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The name of the proposed District is Anabelle Sandridge Community Development District.

6. Existing and Future Land Uses. **Exhibit 4** shows the existing use for the lands contained in the proposed District and surrounding areas. The distribution, location, and extent of the public and private land uses proposed for the District by the future land use plan element of the County's Future Land Use Plan are depicted in **Exhibit 4**. The proposed land uses for lands contained within the proposed District are consistent with the approved County's Future Land Use Plan.

7. Major Water and Wastewater Facilities. **Composite Exhibit 5** indicates the location of major outfall canals and drainage basins for the lands within the proposed District as well as the location of existing major trunk water mains, reuse water mains, proposed storm drainage pipes, and wastewater interceptors within the currently undeveloped lands proposed to be included within the District.

8. District Facilities and Services. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District in three (3) phases from 2024 through 2028. **Exhibit 6** describes the construction timetable and the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated costs of construction are also identified in **Exhibit 6**. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agent. The authorized agent for the Petitioner is Kilinski | Van Wyk PLLC. The Authorization of Agent is attached to this petition as **Exhibit 8**. Copies of all correspondence and notices should be sent to:

Jennifer Kilinski  
[jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com)  
Christopher N. Loy, Jr.  
[chrisl@cddlattorneys.com](mailto:chrisl@cddlattorneys.com)  
(877) 350-0372  
Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attorney for Petitioner

This Petition to establish the Anabelle Sandridge Community Development District should be granted for the following reasons:

- a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan, or the County Comprehensive Plan.
- b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community and will be developed in such manner.
- c. The establishment of the District will prevent the general body of taxpayers in the County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

- d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.
- e. The area to be served by the proposed District is amenable to separate special-district government.

**WHEREFORE**, Petitioner respectfully requests for the Clay County Board of County Commissioners to:

- a. Schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;
- b. Grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;
- c. Consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreation, cultural, and educational uses and for security, including, but not limited to walls, fences and electronic intrusion detection all as authorized and described by Section 190.012(2)(a) and (d), Florida Statutes; and
- d. Grant such other relief as may be necessary or appropriate.

**RESPECTFULLY SUBMITTED**, this 25<sup>th</sup> day of October, 2024.

Kilinski | Van Wyk PLLC

By: /s/ Jennifer Kilinski

Jennifer Kilinski

Florida Bar No. 69367

[jennifer@cddlattorneys.com](mailto:jennifer@cddlattorneys.com)

Christopher N. Loy, Jr.  
Florida Bar No.: 1064660  
[chrisl@cddlattorneys.com](mailto:chrisl@cddlattorneys.com)  
(877) 350-0372  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attorney for Petitioner

# Exhibit 1

# ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

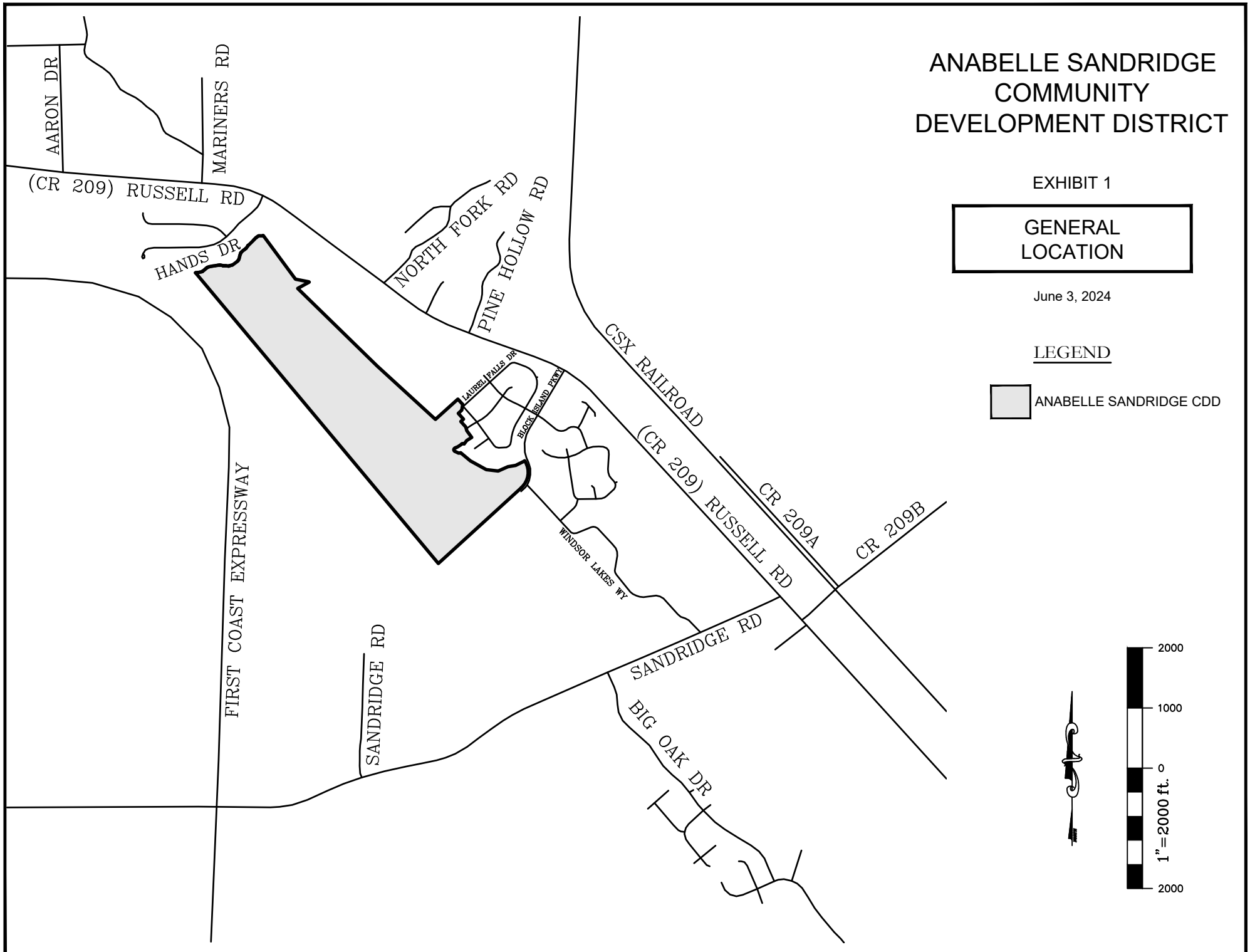
EXHIBIT 1

GENERAL  
LOCATION

June 3, 2024

### LEGEND

 ANABELLE SANDRIDGE CDD



# Exhibit 2



ANABELLE SANDRIDGE  
COMMUNITY  
DEVELOPMENT DISTRICT

EXHIBIT 2A

CDD LEGAL  
DESCRIPTION

June 3, 2024

A PORTION OF BLOCKS 1, 2, 16 AND 17, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF ALL PLATTED ROADS LYING BETWEEN OR ADJACENT TO THE AFORESAID BLOCKS (SAID PORTION OF PLATTED ROADS VACATED AND ABANDONED ACCORDING TO OFFICIAL RECORDS BOOK 1633, PAGE 1483, OF SAID PUBLIC RECORDS), AND A PORTION OF THE MOSES E. LEVY GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN INTERSECTION WITH THE NORTHEASTERLY LINE OF LOT 9, SAID BLOCK 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-739-B, ALSO KNOWN AS SANDRIDGE ROAD (AN 80 FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 71530-2603); THENCE NORTH 42°24'25" WEST, ALONG SAID NORTHEASTERLY LINE OF LOT 9, AND ALONG THE NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 3529.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°38'29" WEST, 1819.57 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2310, PAGE 1689 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LINE ESTABLISHED PER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 312, PAGE 334 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 39°52'31" WEST, ALONG LAST SAID LINE, 4600.39 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT A; THENCE RETURN TO THE POINT OF BEGINNING; THENCE NORTH 47°38'29" EAST, 48.95 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 345.00 FEET, AN ARC DISTANCE OF 474.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°14'12" EAST, 438.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 555.00 FEET, AN ARC DISTANCE OF 13.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°26'52" WEST, 13.95 FEET; THENCE SOUTH 63°43'27" WEST, 169.60 FEET; THENCE SOUTH 80°28'16" WEST, 129.28 FEET; THENCE SOUTH 65°52'43" WEST, 177.12 FEET; THENCE NORTH 83°06'37" WEST, 200.11 FEET; THENCE NORTH 61°12'10" WEST, 299.88 FEET; THENCE NORTH 49°51'34" WEST, 211.28 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 4.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°02'45" WEST, 4.18 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 37.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°01'54" WEST, 36.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°12'08" WEST, 62.20 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 70.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°20'24" EAST, 55.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 348.87 FEET, AN ARC DISTANCE OF 130.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°09'37" EAST, 129.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 41.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°43'32" EAST, 38.00 FEET; THENCE NORTH 38°14'29" EAST, 74.40 FEET; THENCE NORTH 58°26'04" EAST, 95.24 FEET; THENCE NORTH 36°01'07" WEST, 138.50 FEET; THENCE NORTH 16°36'35" WEST, 64.78 FEET; THENCE NORTH 42°12'24" WEST, 122.40 FEET; THENCE NORTH 49°53'12" EAST, 60.04 FEET; THENCE NORTH 42°12'24" WEST, 130.00 FEET; THENCE NORTH 47°47'36" EAST, 80.00 FEET; THENCE NORTH 09°08'00" EAST, 96.05 FEET; THENCE NORTH 42°12'24" WEST, 120.06 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2171, PAGE 1730 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, NORTHWESTERLY AND NORTHEASTERLY ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 47°47'36" WEST, 503.43 FEET; COURSE NO. 2: NORTH 47°31'44" WEST, 1311.00 FEET; COURSE NO. 3: NORTH 45°40'12" WEST, 1849.79 FEET; COURSE NO. 4: NORTH 61°27'47" EAST, 217.50 FEET; COURSE NO. 5: NORTH 50°29'18" WEST 9.92 FEET; COURSE NO. 6: NORTH 79°03'53" WEST, 223.98 FEET; COURSE NO. 7: NORTH 36°29'23" WEST, 905 FEET, MORE OR LESS, TO THE CENTERLINE OF BRADLEY CREEK; THENCE SOUTHWESTERLY, ALONG THE MEANDERINGS OF SAID CENTERLINE, 1395 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2310, PAGE 1689, SAID LINE BEARING NORTH 39°54'03" WEST, FROM AFORESAID REFERENCE POINT A; THENCE SOUTH 39°54'03" EAST, ALONG LAST SAID LINE, 1695 FEET, MORE OR LESS TO SAID REFERENCE POINT A, AND TO CLOSE.

CONTAINING: 200 ACRES, MORE OR LESS.

# ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Map Showing a Boundary Survey

EXHIBIT 2B

CDD LEGAL MAP

June 3, 2024

### Map Showing a Boundary Survey

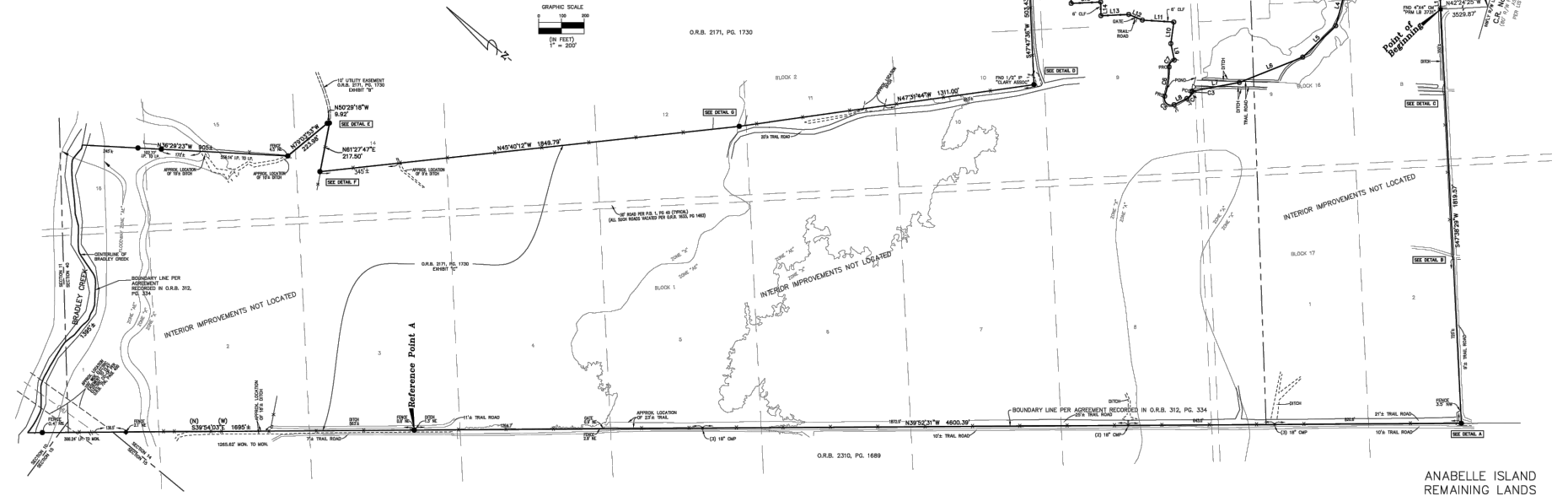
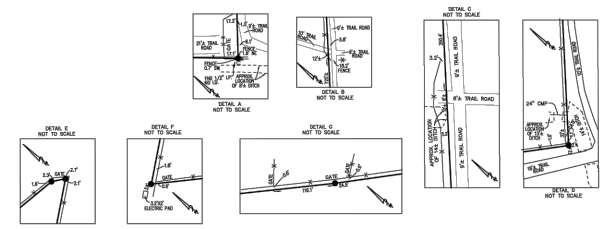
- GENERAL NOTES**
- BEARINGS SHOWN HEREON ARE BASED ON THE SWLY 1/4-1/4 LINE OF C.R. NO. C-209 - RUSSELL ROAD AS N42°41'41"W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983/1990 ADJUSTMENT.
  - INTERIOR FENCES, WELLS, TRAIL, ROADS, UNDERGROUND STRUCTURES, DITCHES, DRAINAGE BAYS OR JURISDICTIONAL AREAS IF ANY WERE NOT LOCATED EXCEPT THOSE SHOWN HEREON.
  - THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. THEREFORE, THERE COULD BE EASEMENTS, COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
  - THIS SURVEY ONLY SHOWS IMPROVEMENTS/STRUCTURES SITUATED ABOVE GROUND. BELOW GROUND IMPROVEMENTS/STRUCTURES IF ANY NOT SHOWN OR LOCATED.
  - THE LANDS SHOWN HEREON ARE WITHIN FLOOD ZONE "X", "V1" AND "V2" AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 65020 & 0702E, DATED MARCH 15, 2014. HOWEVER, FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
  - THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE DRAWING SCALE AS SHOWN.
  - NO ZONING REPORT PROVIDED BY CLIENT.
  - NO EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS, OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

LINE	BEARING	DISTANCE
L1	N42°28'20"W	48.97'
L2	S63°43'27"W	169.64'
L3	S80°28'16"W	129.24'
L4	S60°52'43"W	177.12'
L5	N83°06'37"W	200.11'
L6	N61°12'10"W	299.88'
L7	N49°51'34"W	211.29'
L8	N65°12'08"W	62.27'
L9	N32°14'28"E	74.42'
L10	N58°26'04"E	55.24'
L11	N38°01'07"W	138.52'
L12	N18°36'35"W	84.78'
L13	N42°12'24"W	122.44'
L14	N49°37'12"E	83.04'
L15	N42°12'24"W	130.09'
L16	N42°47'36"E	80.02'
L17	N68°08'00"E	84.05'
L18	N42°12'24"W	120.04'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	146.50'	474.41'	78°48'35"	N89°14'02"E	438.07'
C2	555.00'	13.96'	1°26'28"	N32°26'52"W	13.90'
C3	545.00'	4.18'	0°29'21"	S81°02'46"W	4.18'
C4	40.00'	37.37'	0°33'56"	S88°01'54"W	36.03'
C5	30.00'	70.73'	1°30'00"	N02°20'24"E	55.45'
C6	348.87'	130.61'	21°27'00"	N59°09'37"E	129.85'
C7	30.00'	41.14'	78°34'52"	N87°43'37"E	38.00'

**LEGEND**

- R/W = RIGHT OF WAY
- O.R.B. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- POB31 = POINT OF BEGINNING
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PCC = POINT OF COMPOUND CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- FO = FOUND
- CONC = CONCRETE
- CLF = CHAIN LINK FENCE
- OSU = OVERHEAD UTILITY
- CM = CONCRETE MONUMENT
- \* = POST
- = FOUND 1/2" IRON PIPE - NO ID (UNLESS NOTED OTHERWISE)
- = FOUND 4"x4" CONCRETE MONUMENT - NO ID (UNLESS NOTED OTHERWISE)
- = SET 1/2" P "CLARY ASSOC"



ANABELLE ISLAND REMAINING LANDS PHASES 3, 4 AND 5

REVISION DATE	CHANGED BY	REASON FOR REVISION

THIS MAP OR SURVEY MEETS THE REQUIREMENTS OF FLORIDA STATUTE CHAPTER 349, PART 1, WHICH PROVIDES FOR THE REGULATION OF PROFESSIONAL SURVEYORS AND MAPPERS. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT (CHAPTER 349, PART 1, FLORIDA STATUTES) AND THE FLORIDA SURVEYING AND MAPPING BOARD'S (FSMB) REGULATIONS (CHAPTER 349-17, FLORIDA ADMINISTRATIVE CODE).

**Clary & Associates**  
PROFESSIONAL SURVEYORS & MAPPERS  
1414 N.W. 11TH STREET  
SUITE 200  
FORT LAUDERDALE, FLORIDA 33304  
WWW.CLARYASSOC.COM

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

FILE No. SF-3717

FILE No. SF-3717

JOB No. 2024-98      DRAFTING: MJC      PARTY CHIEF: EPPERLY      F.B. DIGITAL      CAD FILE: 2024-98.DWG      CHECKED BY:      DATE: 2-20-24      MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788      FILE No. SF-3717

# Exhibit 3

**CONSENT AND JOINDER OF LANDOWNER TO INCLUSION  
IN PROPOSED COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof (“**Property**”).

The undersigned understands and acknowledges that DFC Anabelle LLC (“Petitioner”) intends to submit an application to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect until the District is established or this consent is revoked in writing, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, consent to inclusion of the Property within the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

*[signatures on following page]*

Executed this 23rd day of October, 2024.

DFC ANABELLE LLC

By: [Signature]  
Its: VP

[Signature]  
Print Name: Wyatt Sutton

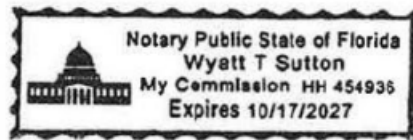
[Signature]  
Print Name: Alex Bamberger

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 23<sup>rd</sup> day of October 2024, by Kyle Hudson, as VP of DFC Anabelle LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[notary seal]

[Signature]  
Print Name: Wyatt Sutton  
Notary Public, State of Florida



**Exhibit A:**  
*Property Description*

ANABELLE SANDRIDGE  
COMMUNITY  
DEVELOPMENT DISTRICT

EXHIBIT 2A

CDD LEGAL  
DESCRIPTION

June 3, 2024

A PORTION OF BLOCKS 1, 2, 16 AND 17, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF ALL PLATTED ROADS LYING BETWEEN OR ADJACENT TO THE AFORESAID BLOCKS (SAID PORTION OF PLATTED ROADS VACATED AND ABANDONED ACCORDING TO OFFICIAL RECORDS BOOK 1633, PAGE 1483, OF SAID PUBLIC RECORDS), AND A PORTION OF THE MOSES E. LEVY GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN INTERSECTION WITH THE NORTHEASTERLY LINE OF LOT 9, SAID BLOCK 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-739-B, ALSO KNOWN AS SANDRIDGE ROAD (AN 80 FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 71530-2603); THENCE NORTH 42°24'25" WEST, ALONG SAID NORTHEASTERLY LINE OF LOT 9, AND ALONG THE NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 3529.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°38'29" WEST, 1819.57 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2310, PAGE 1689 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LINE ESTABLISHED PER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 312, PAGE 334 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 39°52'31" WEST, ALONG LAST SAID LINE, 4600.39 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT A; THENCE RETURN TO THE POINT OF BEGINNING; THENCE NORTH 47°38'29" EAST, 48.95 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 345.00 FEET, AN ARC DISTANCE OF 474.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°14'12" EAST, 438.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 555.00 FEET, AN ARC DISTANCE OF 13.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°26'52" WEST, 13.95 FEET; THENCE SOUTH 63°43'27" WEST, 169.60 FEET; THENCE SOUTH 80°28'16" WEST, 129.28 FEET; THENCE SOUTH 65°52'43" WEST, 177.12 FEET; THENCE NORTH 83°06'37" WEST, 200.11 FEET; THENCE NORTH 61°12'10" WEST, 299.88 FEET; THENCE NORTH 49°51'34" WEST, 211.28 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 4.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°02'45" WEST, 4.18 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 37.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°01'54" WEST, 36.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°12'08" WEST, 62.20 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 70.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°20'24" EAST, 55.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 348.87 FEET, AN ARC DISTANCE OF 130.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°09'37" EAST, 129.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 41.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°43'32" EAST, 38.00 FEET; THENCE NORTH 38°14'29" EAST, 74.40 FEET; THENCE NORTH 58°26'04" EAST, 95.24 FEET; THENCE NORTH 36°01'07" WEST, 138.50 FEET; THENCE NORTH 16°36'35" WEST, 64.78 FEET; THENCE NORTH 42°12'24" WEST, 122.40 FEET; THENCE NORTH 49°53'12" EAST, 60.04 FEET; THENCE NORTH 42°12'24" WEST, 130.00 FEET; THENCE NORTH 47°47'36" EAST, 80.00 FEET; THENCE NORTH 09°08'00" EAST, 96.05 FEET; THENCE NORTH 42°12'24" WEST, 120.06 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2171, PAGE 1730 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, NORTHWESTERLY AND NORTHEASTERLY ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 47°47'36" WEST, 503.43 FEET; COURSE NO. 2: NORTH 47°31'44" WEST, 1311.00 FEET; COURSE NO. 3: NORTH 45°40'12" WEST, 1849.79 FEET; COURSE NO. 4: NORTH 61°27'47" EAST, 217.50 FEET; COURSE NO. 5: NORTH 50°29'18" WEST 9.92 FEET; COURSE NO. 6: NORTH 79°03'53" WEST, 223.98 FEET; COURSE NO. 7: NORTH 36°29'23" WEST, 905 FEET, MORE OR LESS, TO THE CENTERLINE OF BRADLEY CREEK; THENCE SOUTHWESTERLY, ALONG THE MEANDERINGS OF SAID CENTERLINE, 1395 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2310, PAGE 1689, SAID LINE BEARING NORTH 39°54'03" WEST, FROM AFORESAID REFERENCE POINT A; THENCE SOUTH 39°54'03" EAST, ALONG LAST SAID LINE, 1695 FEET, MORE OR LESS TO SAID REFERENCE POINT A, AND TO CLOSE.

CONTAINING: 200 ACRES, MORE OR LESS.

# Exhibit 4



# ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 4

EXISTING / FUTURE  
LAND USE

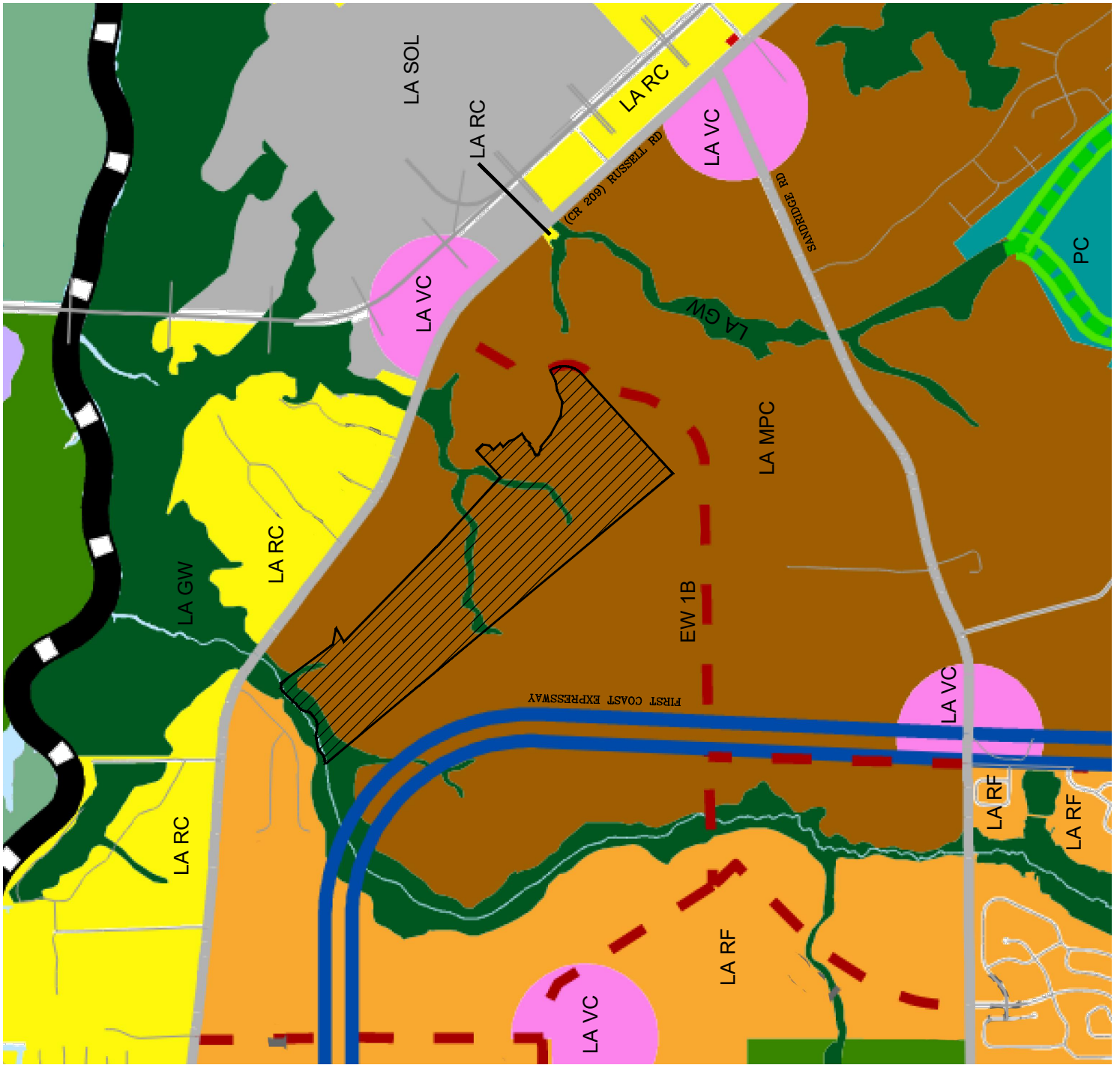
June 3, 2024

## LEGEND



ANABELLE SANDRIDGE CDD

- LA = LAKE ASBURY
- RC = RURAL COMMUNITY
- RF = RURAL FRINGE
- GW = GREENWAY
- VC = VILLAGE CENTER
- SOL = SOLITE
- MPC = MASTER PLANNED COMMUNITY



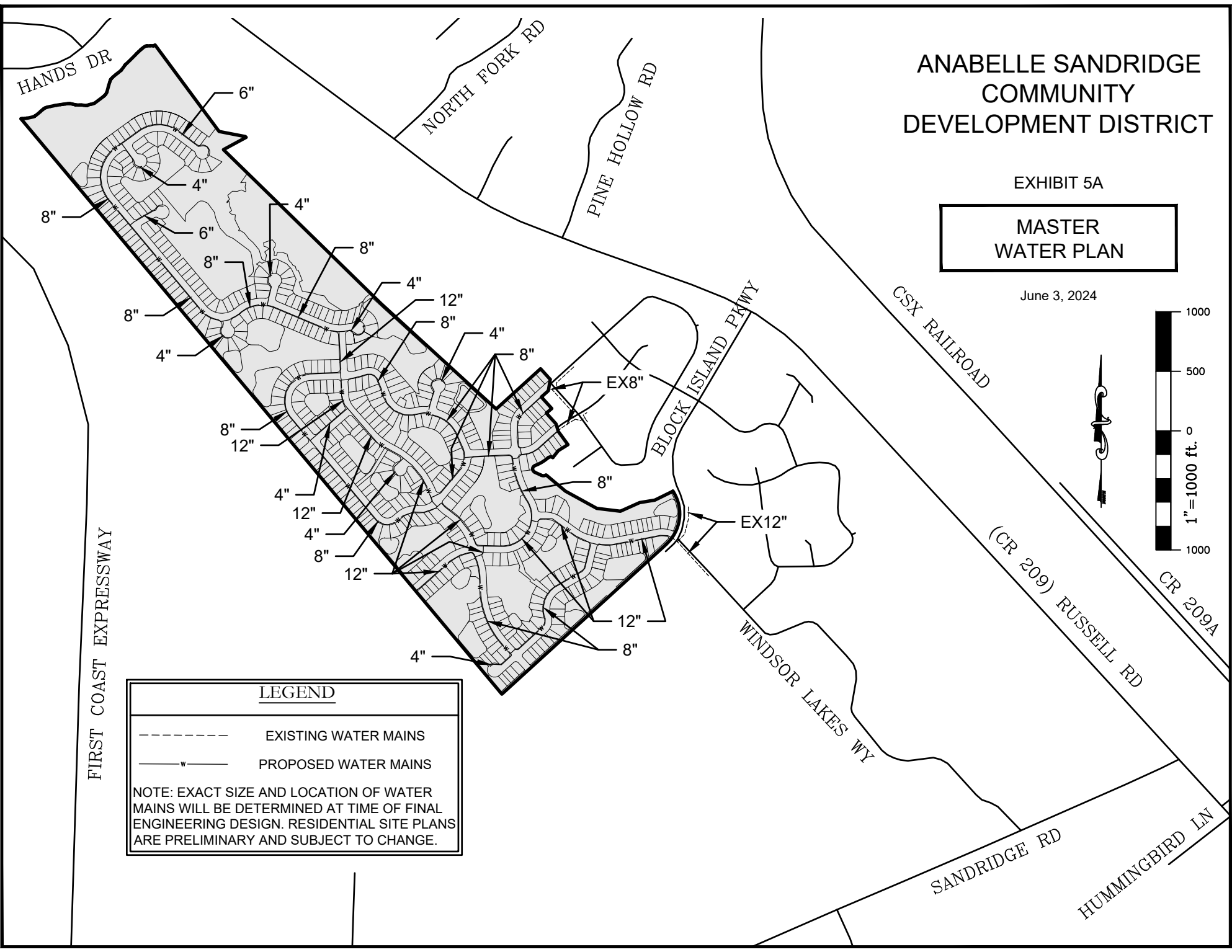
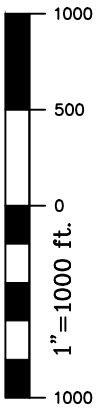
# Exhibit 5

# ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5A

## MASTER WATER PLAN

June 3, 2024



**LEGEND**

----- EXISTING WATER MAINS

—\*— PROPOSED WATER MAINS

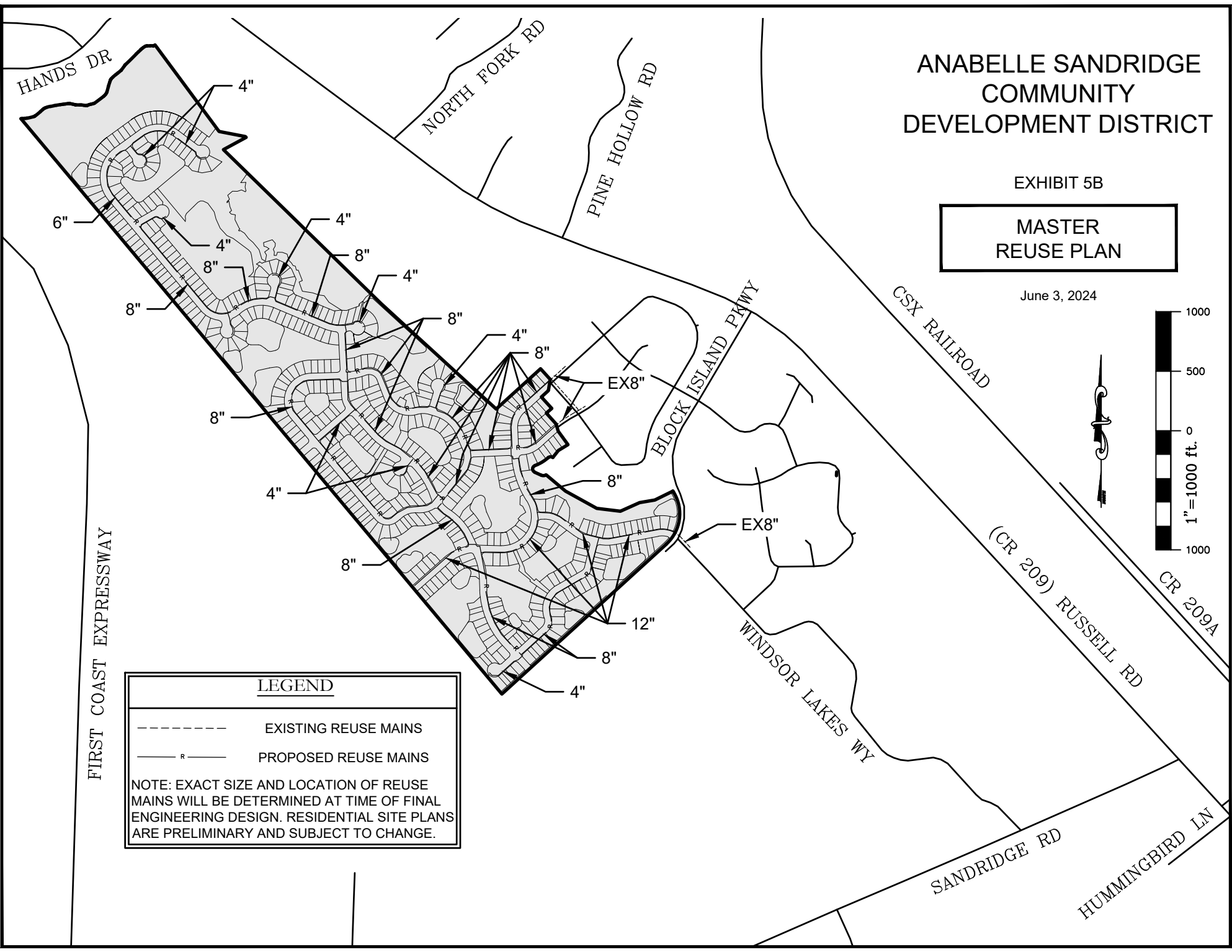
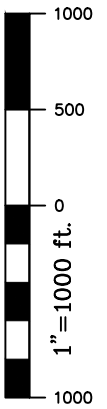
NOTE: EXACT SIZE AND LOCATION OF WATER MAINS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.

# ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5B

## MASTER REUSE PLAN

June 3, 2024



LEGEND	
-----	EXISTING REUSE MAINS
— r —	PROPOSED REUSE MAINS

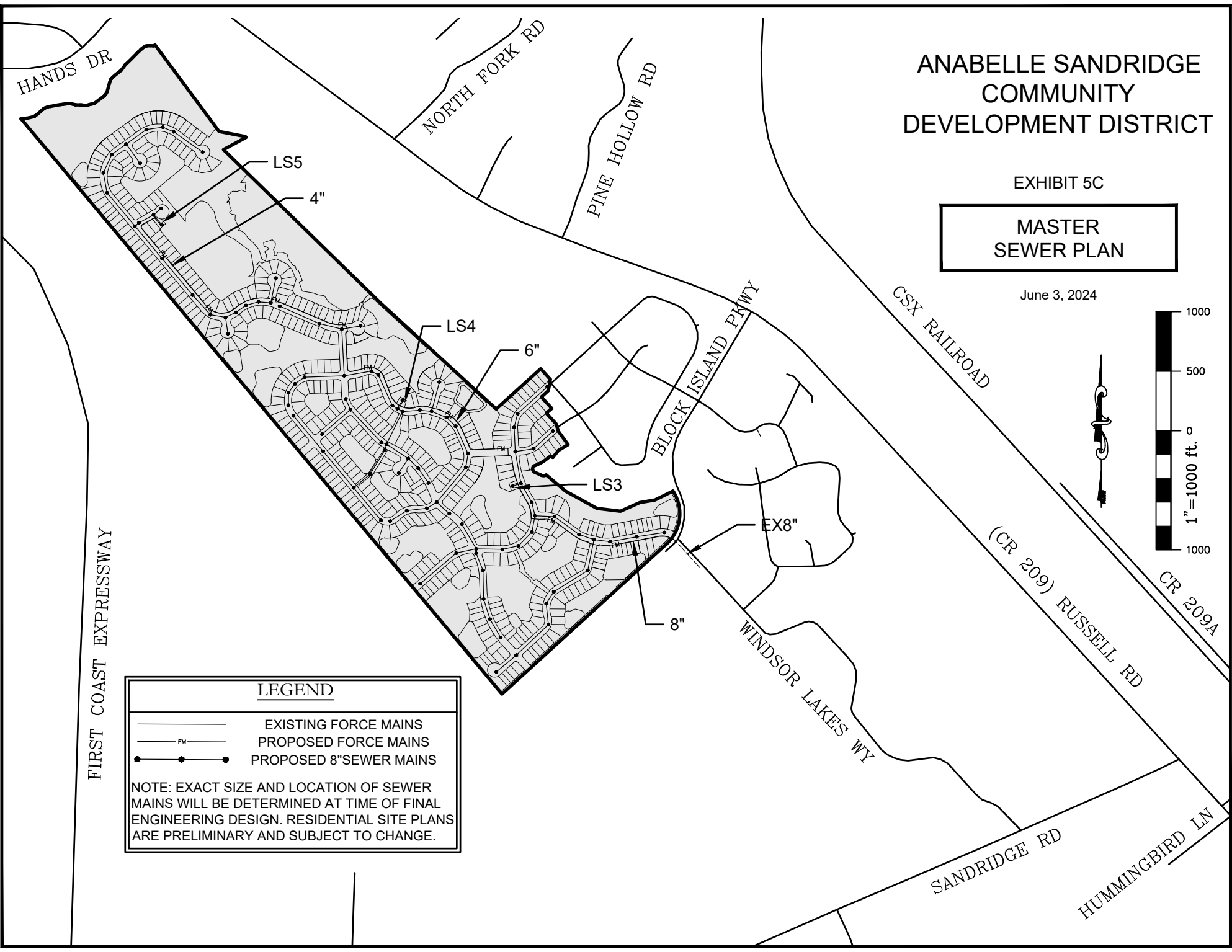
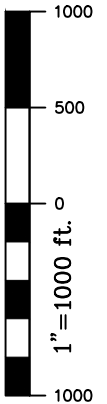
NOTE: EXACT SIZE AND LOCATION OF REUSE MAINS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.

# ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5C

## MASTER SEWER PLAN

June 3, 2024



**LEGEND**

- EXISTING FORCE MAINS
- FM — PROPOSED FORCE MAINS
- — PROPOSED 8" SEWER MAINS

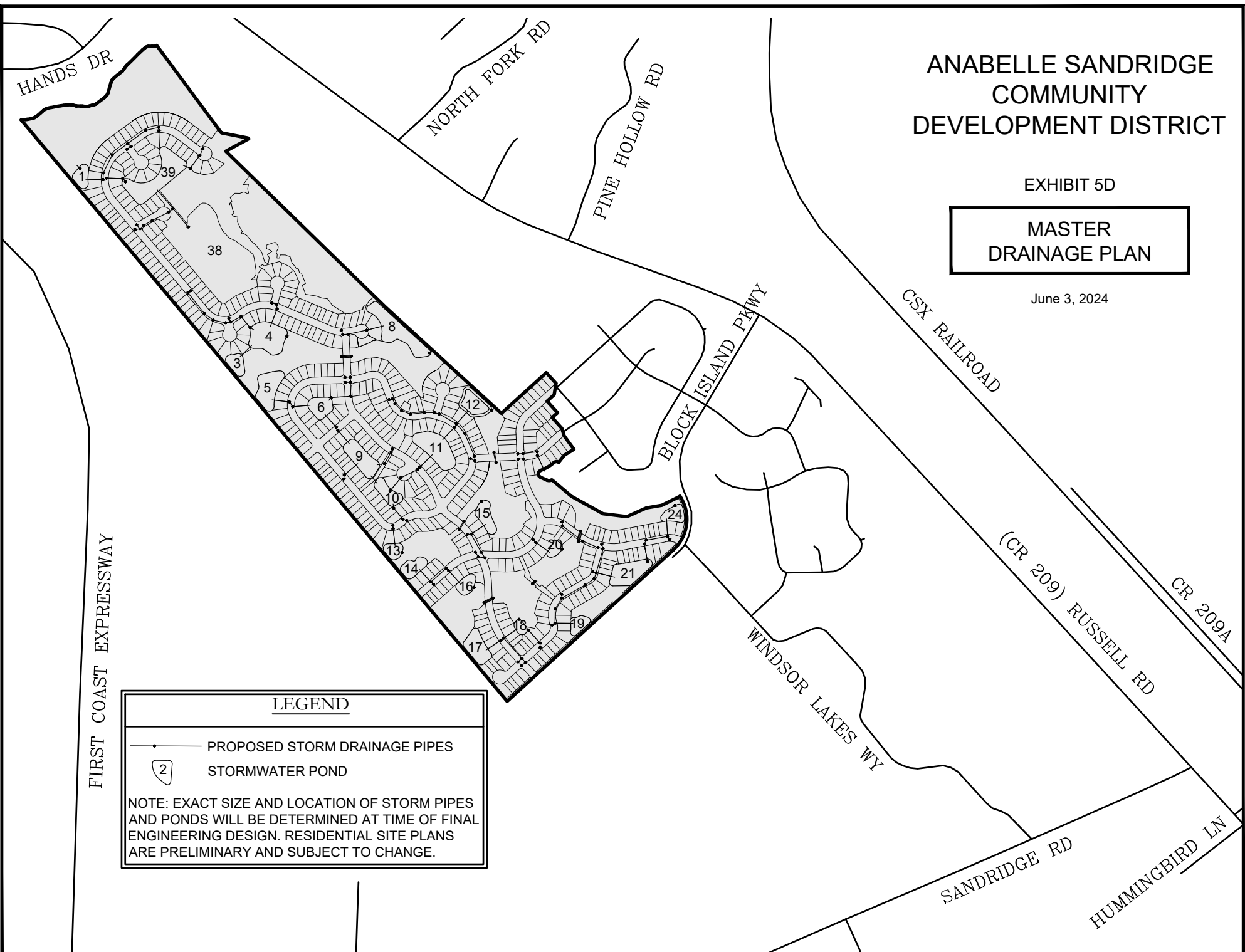
NOTE: EXACT SIZE AND LOCATION OF SEWER MAINS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.

# ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT 5D

## MASTER DRAINAGE PLAN

June 3, 2024



### LEGEND

- PROPOSED STORM DRAINAGE PIPES
- ② STORMWATER POND

NOTE: EXACT SIZE AND LOCATION OF STORM PIPES AND PONDS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.

# Exhibit 6

**EXHIBIT 6**

**DISTRICT FACILITIES AND SERVICES**

**ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT (ASCDD)**

**JUNE 4, 2024**

Description of Facility	Ownership	Maintenance Responsibility
Sandridge Offsite Utility Extensions	CCUA	CCUA
Local Road Improvements	CDD	CDD
Amenity Center	CDD	CDD
Entry Monuments and Landscape	CDD	CDD
Stormwater Facilities	CDD	CDD
Onsite Utilities	CCUA	CCUA
Onsite Electrical (Street Lights)	CDD	CDD

**Notes:**

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CCUA – Clay County Utility Authority

CDD – Community Development District

\*As set forth in the petition, improvements are assumed to be made, acquired, constructed and/or installed from January 2025 through January 2035



# EXHIBIT "7"

## ESTIMATED COST SUMMARY ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

### COST ESTIMATE SHEET ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT

INFRASTRUCTURE COSTS	Estimated Construction Costs
1. Clearing and Earthwork	\$7,090,000.00
2. Stormwater Systems	\$3,611,000.00
3. Water and Sewer Utilities <sup>1</sup>	\$8,650,000.00
4. Roadway Improvements	\$4,420,000.00
5. Recreational Improvements <sup>2</sup>	\$2,500,000.00
6. Offsite Improvements	\$1,400,000.00
7. Entry Signage, Landscaping, Berm, Fencing, Fountains	\$700,000.00
8. Electric and Street Lighting <sup>4</sup>	\$1,126,000.00
9. Engineering, Surveying, Planning, CEI	\$1,500,000.00
10. 15% Contingency	\$4,649,550.00
<b>TOTAL COSTS</b>	<b>\$35,646,550.00</b>

1. Includes all Water, Sewer, Force Main, and Sewage Pump Stations.
2. These estimates contemplate the exercise of special powers pursuant to Sections 190.012(2)(a), Florida Statutes. Improvements include an amenity center and pocket parks.
3. Represents anticipated annual outlay of costs based on anticipated construction timeline from 2025 to 2035.
4. Includes only the cost of installation of conduit and other electrical systems.

Note: This exhibit identifies the current intentions of the District and is subject to change based upon various factors such as future development plans or market conditions. The infrastructure costs include only public improvements and exclude private/lot improvements.  
All estimates are 2024 dollars. Recreation cost estimate is based on historical bids for similar work. All other estimated costs are based on existing contracts.

# Exhibit 7

# Anabelle Sandridge

## COMMUNITY DEVELOPMENT DISTRICT

### Statement of Estimated Regulatory Costs

August 5, 2024



Provided by

***Wrathell, Hunt and Associates, LLC***

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: [www.whhassociates.com](http://www.whhassociates.com)

# **STATEMENT OF ESTIMATED REGULATORY COSTS**

## **1.0 Introduction**

### **1.1 Purpose and Scope**

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to establish the Anabelle Sandridge Community Development District (“District”) in accordance with the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes (the “Act”). The proposed District will comprise approximately 200 +/- acres of land located within Clay County, Florida (the “County”) and is projected to contain approximately 513 residential dwelling units, which will make up the Anabelle Sandridge development (“Project”). The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes (“F.S.”) (governing the District establishment) as follows:

*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.* (emphasis added)

### **1.2 Overview of the Anabelle Sandridge Community Development District**

The District is designed to provide public infrastructure, services, and facilities, along with operation and maintenance of the same, to a master planned residential development currently anticipated to contain a total of approximately 513 residential dwelling units. Tables 1 and 2 under Section 5.0 detail the improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district (“CDD”) is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a “solution to the state’s planning, management, and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Anabelle Sandridge.

### **1.3 Requirements for Statement of Estimated Regulatory Costs**

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment,

or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses. (Clay County, according to Census 2020, has a population of 218,245; therefore, it is not defined as a small county for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to “rule” in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an “ordinance” under section 190.005(2)(a), F.S.

- 2.0 An economic analysis showing whether the ordinance directly or indirectly:**
- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
  - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**
  - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

**2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 200 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 513 residential dwelling units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private

sector employment, and private sector investments.

**2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will ensure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

**2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The establishment of the District will not increase any regulatory costs of the State by virtue that the District will be one of many already existing similar districts within the State. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the County to offset any expenses that the County may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the enhanced service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, amenity operation and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five-year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will

be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of CDD debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District nor can the District debt be a debt of the County or the State.

**3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.**

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) Clay County and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. Clay County, Florida

The County and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the County. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the County as a result of this development will be incurred whether the infrastructure is financed through the District or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

The proposed District will serve land that comprises an approximately 200 +/- acre master planned residential development currently anticipated to contain a total of approximately 513 residential



dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,796 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The County, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

#### **4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.**

The County is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

#### **4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance**

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

##### State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of Clay County. Therefore, the County (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

##### Clay County, Florida

The proposed land for the District is located within Clay County, Florida and consists of less than 2,500 acres. The County and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the County will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the County may incur in the processing of this petition. Finally, the County already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for governmental entities.

#### **4.2 Impact on State and Local Revenues**

Adoption of the proposed ordinance will have no negative impact on state or local revenues. A CDD is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government, including the County. By Florida law, debts of the District are strictly its own responsibility.

#### **5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.**

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately \$35,646,550.00. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

**Table 1**

**ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT  
DISTRICT  
Proposed Facilities and Services**

<b>FACILITY</b>	<b>FUNDED BY</b>	<b>OWNED BY</b>	<b>MAINTAINED BY</b>
Clearing and Earthwork	CDD	CDD	CDD
Stormwater Systems	CDD	CDD	CDD
Water and Sewer Utilities	CDD	CCUA	CCUA
Roadway Improvements	CDD	CDD	CDD
Recreational Improvements	CDD	CDD	CDD
Offsite Improvements	CDD	CCUA	CCUA
Entry, Signage, Landscaping, Berm, Fencing, Fountains	CDD	CDD	CDD
Electric and Street Lighting	CDD	CDD	CDD

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, the County or its dependent districts, or county management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

**Table 2**

**ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT  
DISTRICT  
Estimated Costs of Construction**

<b>CATEGORY</b>	<b>COST</b>
Clearing and Earthwork	\$7,090,000.00
Stormwater Systems	\$3,611,000.00
Water and Sewer Utilities	\$8,650,000.00
Roadway Improvements	\$4,420,000.00
Recreational Improvements	\$2,500,000.00
Offsite Improvements	\$1,400,000.00
Entry, Signage, Landscaping, Berm, Fencing, Fountains	\$700,000.00
Electric and Street Lighting	\$1,126,000.00
Engineering, Surveying, Planning, CEI	\$1,500,000.00
Contingency (15%)	\$4,649,550.00
<b>Total</b>	<b>\$35,646,550.00</b>

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of

services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as counties, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth."

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide CDD landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

## **6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.**

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

Clay County has a population of 218,245 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" county according to Section 120.52, F.S. It

can be reasonably expected that the establishment of community development district for the Anabelle Sandridge development will not produce any marginal effects that would be different from those that would have occurred if the Anabelle Sandridge development was developed without a community development district established by the County.

## **7.0 Any additional useful information.**

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Anabelle Sandridge Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the County could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Anabelle Sandridge development. First, unlike a CDD, this alternative would require the County to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Anabelle Sandridge development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other county responsibilities. By contrast, if the County were to establish and administer a dependent special district, then the residents and landowners of the Anabelle Sandridge development would take their grievances and desires to the County Commission meetings.

Third, any debt of an independent CDD is strictly that CDD's responsibility. While it may be technically true that the debt of a county-established, dependent special district is not strictly the County's responsibility, any financial problems that a dependent special district may have may reflect on the County. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low-cost financing from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

## **8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the**

**alternative in favor of the proposed ordinance.**

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Anabelle Sandridge Community Development District.

**APPENDIX A  
LIST OF REPORTING REQUIREMENTS**

<b>REPORT</b>	<b>FL. STATUE CITATION</b>	<b>DATE</b>
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the County after financing

# Exhibit 8



**Authorization of Agent**

This letter shall serve as a designation of the law firm of Kilinski | Van Wyk PLLC, whose address is 517 E. College Avenue, Tallahassee, Florida 32301, to act as agent for DFC Anabelle LLC, and its successors or assigns, with regard to any and all matters pertaining to a petition submitted to the Board of County Commissioners for Clay County, Florida to establish a community development district pursuant to Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

**DFC ANABELLE LLC**



Print Name: Wyatt Sutton



By: Kyle Hudson  
Its: VP



Print Name: Alex Bamberger

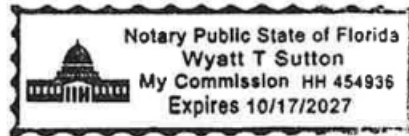
STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me  physical presence or  online notarization this 22<sup>nd</sup> day of October 2024, by Kyle Hudson, as VP of DFC ANABELLE LLC on behalf of the company. She/He is personally known to me or has produced \_\_\_\_\_ as identification.



Print Name: Wyatt Sutton  
Notary Public, State of Florida

[notary seal]



BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR  
CLAY COUNTY, FLORIDA

IN RE:           PETITION TO ESTABLISH                    )  
                  ANABELLE SANDRIDGE COMMUNITY        )  
                  DEVELOPMENT DISTRICT                    )

**AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY**

STATE OF FLORIDA  
COUNTY OF DUVAL

I, David Taylor, P.E., of Dunn & Associates, Inc., being first duly sworn, do hereby state for my affidavit as follows:

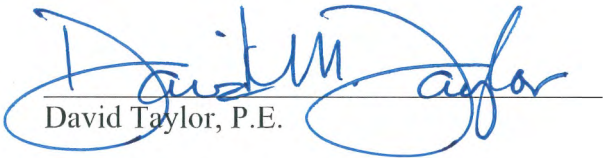
1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is David Taylor, P.E., and I am a representative for the Engineer of Record for the proposed Anabelle Sandridge Community Development District, Dunn & Associates, Inc.
3. The prepared written, pre-filed testimony consisting of eight (8) pages, submitted under my name to the Board of County Commissioners for Clay County, Florida relating to the Petition to Establish Anabelle Sandridge Community Development District and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the Anabelle Sandridge Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience and qualifications concerning the Petition to Establish Anabelle Sandridge Community Development District, its exhibits and the reasons for establishing the District are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various statutory requirements and an overview of the proposed development within the proposed Anabelle Sandridge Community Development District.

7. No corrections or amendments to my pre-filed testimony are required.

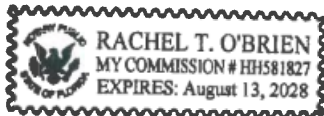
Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

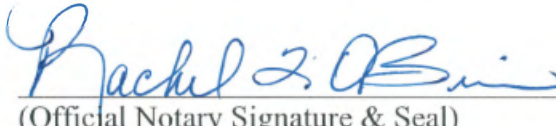
Executed this 22 day of November 2024.

  
David Taylor, P.E.

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22nd of November 2024, by David Taylor, P.E., who is personally known to me or who has produced \_\_\_\_\_ as identification.



  
(Official Notary Signature & Seal)  
Name: RACHEL T. O'BRIEN  
Personally Known YES  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



1 that are located within Clay County, Florida (“County”)?

2  
3 Yes, I am.

4  
5 **10. Are you generally familiar with the geographical area, type, and scope of development**  
6 **and the available services and facilities in the vicinity of the proposed District?**

7  
8 Yes, I am.

9  
10 **11. Which documents did you prepare or have others prepare under your supervision?**

11  
12 Exhibit 1, Exhibit 2A, Exhibit 2B, Exhibit 3, Exhibit 4, Exhibit 5A, Exhibit 5B, Exhibit  
13 5C, Exhibit 5D, Exhibit 6, Exhibit 7, and Exhibit 8.

14  
15 **12. Do any of those exhibits require any change or correction?**

16  
17 Not to my knowledge.

18  
19 **13. Are Exhibits 1, 2A, 2B, 3, 4, 5A, 5B, 5C, 5D, 6, 7 and 8 to the Petition true, and correct?**

20  
21 Yes, to the best of my knowledge.

22  
23 **14. In general, what do Exhibits 1, 2A, 2B, 3, 4, 5A, 5B, 5C, 5D, 6, 7 and 8 to the Petition**  
24 **demonstrate?**

25  
26 These exhibits demonstrate the general location and nature of the proposed improvements,  
27 as well as legal description of the proposed District boundary. They also describe the types  
28 of facilities, future ownership, operation and maintenance, and the estimated costs of  
29 construction of the improvements.

30  
31 **15. What capital facilities are presently expected to be provided by the District?**

32  
33 At present, the District is expected to provide offsite utility extensions, local road  
34 improvements, amenity center, entry monuments and landscaping, stormwater facilities,  
35 onsite utilities, and onsite electrical (street lights).

36  
37 **16. Based upon your training and experience as an engineer, do you have an opinion as**  
38 **to whether the proposed District is of sufficient size, compactness, and sufficient**  
39 **contiguity to be developed as a functional interrelated community?**

40  
41 Yes. Based on my experience, the proposed District is of sufficient size, compactness, and  
42 contiguity to be developed as a one functional interrelated community.

43  
44 **17. What is the basis for your opinion?**

45 For many reasons the proposed District facilities can be provided in an efficient, functional  
46 and integrated manner.

1  
2 First, there are sufficient, significant infrastructure needs for the area within the proposed  
3 District to allow development as a functionally interrelated community.

4  
5 Second, the specific design of the community allows infrastructure to be provided in a cost-  
6 effective manner. The land included within the proposed District area is contiguous, which  
7 facilitates an efficient and effective planned development.

8  
9 Third, the provision of services and facilities through the use of one development plan  
10 provides a contiguous and homogenous method of providing services to lands throughout  
11 the District.

12  
13 **18. In your opinion, the proposed District is sufficiently compact and contiguous to be**  
14 **developable as a functionally interrelated community. Would you please explain what**  
15 **you mean when stating that the proposed District is of sufficient compactness?**

16  
17 The District will encompass approximately 200 acres, more or less and will provide a range  
18 of residential and residential-support land uses that require the necessary elements of  
19 infrastructure including roadways, potable water systems, wastewater systems, surface  
20 water management systems, landscape and entry monumentation, parks and recreational  
21 facilities and other improvements described in the Petition. The proposed District will have  
22 sufficient overall residential density to require all the above-mentioned necessary elements  
23 of infrastructure of a comprehensive community. These facilities and services require  
24 adequate planning, design, financing, construction, and maintenance to provide the  
25 community with appropriate infrastructure. The preferred method of developing land,  
26 especially for higher density residential uses, is for the development to be spatially  
27 compact. This augments the District's ability to construct and maintain improvements, and  
28 provide services, in a cost-efficient manner.

29  
30 The lands within the proposed District will be developed in phases within the boundaries  
31 of the proposed District as shown in the Petition, being constructed independent from the  
32 others, but with a common overall design and functionality. Also, all the lands will share a  
33 common recreational element(s).

34  
35 **19. Can you provide an example of a service or facility and explain why a CDD is a**  
36 **preferred alternative for long-term operation and maintenance?**

37  
38 Yes. A good example would be a stormwater management system. Both a CDD and a  
39 homeowner association are permitted to operate and maintain such systems under  
40 applicable St. Johns River Water Management District ("SJRWMD") rules. However,  
41 SJRWMD rules generally require homeowners' associations to provide significantly more  
42 information and documentation to the SJRWMD. This additional information is required  
43 to ensure that the association has the financial, legal, and administrative capability to  
44 provide for long-term maintenance of the stormwater management system. Such  
45 documentation generally must (1) indicate that the association has the power to levy  
46 assessments; (2) mandate that the association will operate and maintain such systems; and

1 (3) provide that the association cannot be dissolved until another entity is found to maintain  
2 the system.

3  
4 In comparison, a CDD is a perpetual local government unit, which by law has the requisite  
5 assessment authority, including the ability to collect such assessments on the county tax  
6 roll. Thus, a CDD generally must simply provide a letter to the SJRWMD stating that the  
7 CDD will accept operation and maintenance responsibility. All things being equal, a CDD  
8 is preferred over a homeowners' or property owners' association for operation and  
9 maintenance of a stormwater management system.

10  
11 **20. Does the establishment of the District obviate the need for local land development**  
12 **regulations, ordinances or plans?**

13  
14 No. Section 190.004 of the *Florida Statutes* explicitly provides that the establishment of a  
15 CDD does not in any way impact or change the applicability of any governmental planning,  
16 environmental and land development laws, regulations, and ordinances. A CDD cannot  
17 take any action that is inconsistent with the comprehensive plan, code of ordinances or  
18 regulations of the city or county within which it is located.

19  
20 **21. Based on your experience, do you have an opinion as to whether the services and**  
21 **facilities to be provided by the proposed District will be incompatible with the**  
22 **capacities and uses of existing local and regional community facilities and services?**

23  
24 Yes. It is my opinion that the proposed services and facilities of the proposed District will  
25 not be incompatible with the capacity and uses of existing local or regional community  
26 development services and facilities.

27  
28 **22. What is the basis for your opinion?**

29  
30 Currently, none of the planned infrastructure improvements that the proposed District plans  
31 to provide exist on the subject property in a manner which is useful to the proposed  
32 development. Each of the elements of infrastructure for the necessary services and facilities  
33 will connect into the existing, surrounding systems according to criteria, review and  
34 approval of the existing operational entity; there will be no incompatibility issues.

35  
36 **23. Based on your experience, do you have an opinion as to whether the area to be**  
37 **included within the proposed District is amenable to being served by a separate**  
38 **special district government?**

39  
40 Yes. In my opinion, and to the best of my knowledge, the area identified in the petition is  
41 amenable to being served by a separate special district government.

42  
43 **24. What is the basis for your opinion?**

44  
45 The proposed District is limited in purpose and the infrastructure improvements to be  
46 provided by the proposed District are limited in scope. This infrastructure is expected to

1 directly benefit the development and may be adequately served by a special district  
2 government. In addition, special district governance provides a mechanism whereby long-  
3 term maintenance obligations can be satisfied by the persons primarily using the facilities  
4 and services.  
5

6 **25. Do you have an opinion, as someone experienced in land planning, as to whether the**  
7 **proposed District is a viable alternative for delivering community services and**  
8 **facilities to the areas that will be served by the proposed District?**  
9

10 Yes. It is my opinion that the proposed District is a viable alternative for providing the  
11 proposed services and facilities to the land to be included within the proposed District.  
12

13 **26. What are the alternatives contemplated in rendering this opinion?**  
14

15 There would be two alternatives to the establishment of the proposed District. First, to  
16 facilitate economic development, accommodate new growth, and provide new services, the  
17 County could perhaps provide the selected facilities. The second alternative would be for  
18 the developer or property owners association (“POA”) to provide the infrastructure using  
19 private financing.  
20

21 **27. How does the proposed District compare to these alternatives?**  
22

23 By comparison of the alternatives referenced above, from a planning perspective, the  
24 proposed District is the best alternative available to provide the necessary infrastructure  
25 improvements. As a special-purpose “local government,” the proposed District is a stable,  
26 long-term public entity capable of constructing, maintaining and managing the proposed  
27 elements of infrastructure of the necessary facilities and services. The limited purpose and  
28 scope of the District, combined with the statutory safeguards in place, such as notice of  
29 public hearings and access to district records, would ensure that the proposed District is  
30 responsive to the infrastructure needs of the proposed District. The proposed District  
31 would be able to obtain low-cost financing to provide the necessary improvements and then  
32 impose special or non-ad valorem assessments upon the property owners within the District  
33 to fund the infrastructure.  
34

35 Only a CDD allows for the independent financing, administration, operations and  
36 maintenance of the land within the District. Only a CDD allows district property owners,  
37 and eventually residents, to completely control the district board and, therefore, the timing  
38 and extent of infrastructure improvement and maintenance. Knowing when, where and how  
39 infrastructure will be needed to service the projected population of an area allows for the  
40 smooth delivery of those facilities. The proposed District exceeds other available  
41 alternatives at focusing attention to when and where and how the next system of  
42 infrastructure will be required for this specific area. This results in a full utilization of  
43 existing facilities before new facilities are constructed. It reduces the delivered cost to the  
44 citizens being served. All other alternatives do not have these characteristics.  
45



1 **28. In the course of your work in Florida, have you had an opportunity to work with the**  
2 **State Comprehensive Plan found in Chapter 187, *Florida Statutes*?**

3  
4 Yes. In the course of producing planning documents for private development proposals, I  
5 have often referred to the State Comprehensive Plan.  
6

7 **29. In the course of your work in Florida, have you had an opportunity to review local**  
8 **government comprehensive plans?**

9  
10 Yes. In fact, I have reviewed Clay County's Comprehensive Plan in the course of my work.  
11

12 **30. At this point, I will ask you to address certain matters that are related to land use and**  
13 **comprehensive planning. Are you familiar with the development approvals that have**  
14 **been obtained or are being sought by the Petitioner to govern the lands within the**  
15 **proposed District?**

16  
17 Yes, I am.  
18

19 **31. Based upon your training and experience as a civil engineer specializing in land**  
20 **development, do you have an opinion as to whether the proposed District is**  
21 **inconsistent with any portion or element of the State Comprehensive Plan found in**  
22 **Chapter 187, *Florida Statutes*?**

23  
24 Yes.  
25

26 **32. What is that opinion?**

27  
28 In my professional opinion, the proposed District is not inconsistent with the applicable  
29 provisions of Chapter 187, *Florida Statutes*.  
30

31 **33. What is the basis for your opinion?**

32  
33 I have reviewed, from a planning perspective, applicable portions of the State  
34 Comprehensive Plan which relate to CDDs. The State Comprehensive Plan "provides  
35 long-range policy guidance for the orderly social, economic, and physical growth of the  
36 state." The State Comprehensive Plan provides twenty-five (25) subjects, and numerous  
37 goals and policies. Three subjects are particularly relevant, from a planning perspective, to  
38 the establishment of CDDs: No. 15 - Land Use, No. 17 - Public Facilities, and No. 25 -  
39 Plan Implementation. Several of the policies and goals are particularly supportive of the  
40 establishment of the proposed District.  
41

42 **34. Why is subject No. 15 in the State Comprehensive Plan relevant to the establishment**  
43 **of the proposed District?**

44  
45 This goal recognizes the importance of enhancing the quality of life in the State of Florida  
46 and attempts to do so by ensuring that development is located in areas that have fiscal

1 abilities and service capacity to accommodate growth. CDDs are designed to provide  
2 services and facilities in a fiscally responsible manner to areas which can accommodate  
3 development. The proposed District is consistent with this goal because it will continue to  
4 have the fiscal capability to provide a range of services and facilities to a population in a  
5 designated growth area.  
6

7 **35. Are any of the policies under subject No. 15 relevant?**

8  
9 Yes. Policy 1 promotes efficient development activities in areas which will have the  
10 capacity to service new populations and commerce. The proposed District will be a vehicle  
11 to provide high quality services in an efficient and focused manner over the long term.  
12

13 **36. What is Subject 17 and why is it relevant?**

14  
15 Subject 17 addresses public facilities. The goal is to finance new facilities in a timely,  
16 orderly and efficient manner. In particular, Policy 3 states that the cost of new public  
17 facilities should be allocated to existing and future residents on the basis of the benefits  
18 received. Policy 6 also encourages the identification and implementation of innovative but  
19 fiscally sound and cost-effective techniques for financing public facilities. Establishment  
20 of the proposed District will further this goal and related policies.  
21

22 **37. Why is subject No. 25, the other subject you mentioned, relevant to the establishment  
23 of the proposed district?**

24  
25 Subject No. 25 addresses Plan Implementation. This goal requires that systematic planning  
26 capabilities be integrated into all levels of government throughout the state, with particular  
27 emphasis on improving inter-governmental coordination and maximizing citizen  
28 involvement. The proposed District will operate through a separate and distinct Board of  
29 Supervisors who will systematically plan the construction, operation and maintenance of  
30 public improvements and community facilities authorized under Chapter 190, *Florida  
31 Statutes*, subject to and not inconsistent with the local government comprehensive plan and  
32 land development regulations. Further, meetings held by the Board of Supervisors are  
33 publicly advertised and open to the public.  
34

35 **38. Are there any relevant policies in this portion of the State Comprehensive Plan?**

36  
37 Yes. Policy 6 of Subject No. 25 encourages public citizen participation at all levels of  
38 policy development, planning and operations. Under Chapter 190, *Florida Statutes*, six (6)  
39 years after the establishment of a CDD, and after two hundred and fifty (250) electors  
40 reside in the CDD, the election of the Board of Supervisors begins to transition from a  
41 landowner-elected Board to a resident-elected Board. Regardless of whether the board is  
42 elected by the landowners or the residents, the District must convene its meetings in  
43 accordance with government in the sunshine provisions set forth in Chapter 286, *Florida  
44 Statutes*. This encourages citizen participation in the planning and operational activities of  
45 the District.  
46

1 **39. Based upon your training and experience as a land development engineer, do you**  
2 **have an opinion as to whether establishment of the proposed District is inconsistent**  
3 **with any portion or element of the Comprehensive Plans of the County?**  
4

5 Yes, I do.  
6

7 **40. What is that opinion?**  
8

9 In my professional opinion, the establishment of the proposed District is not inconsistent  
10 with any applicable provisions of the County's Comprehensive Plan.  
11

12 **41. What is the basis for that opinion?**  
13

14 Since Chapter 190, *Florida Statutes*, prohibits any community development district from  
15 acting in a way inconsistent with the local government's comprehensive plan, the  
16 exercising of any power must be done with the comprehensive plan in mind. Any  
17 construction activities of the District will require County permitting review under  
18 established procedures. Therefore, the use of those powers granted to the District does not  
19 make it inconsistent with Clay County's Comprehensive Plan. In addition, the following  
20 elements of Clay County's Comprehensive Plan generally relate to and are consistent with  
21 establishment of the proposed District.  
22

23 *2040 Ex A Future Land Use Element*  
24 *2040 Ex C Community Facilities Element*  
25 *2040 Ex D Conservation Element*  
26 *2040 Ex E Intergovernmental Coordination Element*  
27 *2040 Ex F Capital Improvements Element*  
28 *2040 Ex I Recreation and Open Space Element*  
29

30 It is my opinion, therefore, that with respect to the establishment of the proposed District,  
31 the proposed District will not be inconsistent with any applicable element or portion of the  
32 Capital Improvement Element.  
33

34 **42. Does this conclude your testimony?**  
35

36 Yes, it does.

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR  
CLAY COUNTY, FLORIDA

IN RE:            PETITION TO ESTABLISH            )  
                     ANABELLE SANDRIDGE            )  
                     COMMUNITY DEVELOPMENT DISTRICT    )

---

**AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY**

STATE OF FLORIDA  
COUNTY OF     Ducal    

I, Michael Blevins, of DFC ANABELLE LLC, being first duly sworn, do hereby state for my affidavit as follows:

1.        I have personal knowledge of the matters set forth in this affidavit.
2.        My name is Michael Blevins, and I am a representative for the Petitioner, DFC ANABELLE LLC.
3.        The prepared written, pre-filed testimony consisting of six (6) pages, submitted under my name to the Board of County Commissioners for Clay County, Florida relating to the Petition to Establish Anabelle Sandridge Community Development District and attached hereto, is true and correct.
4.        If I were asked the questions contained in the pre-filed testimony orally at the Anabelle Sandridge Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5.        My credentials, experience and qualifications concerning the Petition to Establish Anabelle Sandridge Community Development District, its exhibits and the reasons for establishing the District are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various statutory requirements and an overview of the proposed development within the proposed Anabelle Sandridge Community Development District.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 18 day of November 2024.

[Signature]  
Michael Blevins

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 18<sup>th</sup> of November 2024, by Michael Blevins, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
(Official Notary Signature & Seal)



Name: Mercedes M. Stock  
Personally Known ✓  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**TESTIMONY OF MICHAEL BLEVINS FOR THE  
ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT  
ESTABLISHMENT**

- 1     **1. Please state your name and business address.**  
2  
3     My name is Michael Blevins. My business address is 14701 Philips Highway, Suite 300,  
4     Jacksonville Florida, 32256.  
5  
6     **2. By whom are you employed and in what capacity?**  
7  
8     I am Director of Land Entitlements for Dream Finders Homes, and I am the designated  
9     representative of the Petitioner.  
10  
11    **3. Briefly summarize your duties and responsibilities.**  
12  
13    I am responsible for overseeing land development, entitlement and related work for my  
14    organization as well as overseeing day to day operations.  
15  
16    **4. Who is the Petitioner in this proceeding?**  
17  
18    The Petitioner is DFC ANABELLE LLC (“Petitioner”).  
19  
20    **5. Are you familiar with the Petition (“Petition”) filed by Petitioner with the Board of**  
21    **County Commissioners for Clay County, Florida (“County”) on or around October**  
22    **25, 2024, seeking the establishment of the proposed District?**  
23  
24    Yes.  
25  
26    **6. What is the proposed name of the District?**  
27  
28    The proposed name is the Anabelle Sandridge Community Development District  
29    (“District”).  
30  
31    **7. Have you reviewed the contents of the Petition and approved its findings?**  
32  
33    Yes, I have.  
34  
35    **8. Are there any changes or corrections to the Petition at this time?**  
36  
37    No.  
38  
39    **9. Are there any changes or corrections to any of the exhibits submitted to the County**  
40    **at this time?**  
41  
42    No.

1  
2 **10. Please generally describe each of the exhibits attached to the Petition.**

3  
4 Exhibit 1 is the map showing the general location of the proposed District.

5  
6 Exhibit 2 is the metes and bounds description of the external boundary of the proposed  
7 District.

8  
9 Exhibit 3 is the Consent and Joinder of Landowner to Inclusion in Proposed Community  
10 Development District, executed by DFC ANABELLE LLC, a Florida limited liability  
11 company, which represents the consent of one hundred percent (100%) of the owner of the  
12 lands to be included within the District.

13  
14 Exhibit 4 shows the existing and future general distribution, location and extent of the  
15 public and private land uses within and adjacent to the proposed District by land use plan  
16 element.

17  
18 Exhibit 5 indicates the location of major outfall canals and drainage basins for the lands  
19 within the proposed District as well as the location of existing major trunk water mains,  
20 reuse water mains and wastewater interceptors within the currently undeveloped lands  
21 proposed to be included within the District.

22  
23 Exhibit 6 describes the types of facilities the District presently expects to finance, construct,  
24 and install, as well as the entities anticipated for future ownership, operation, and  
25 maintenance.

26  
27 Exhibit 7 is the Statement of Estimated Regulatory Costs (“SERC”), required by statute.

28  
29 Exhibit 8 is the authorization of agent form, which authorizes Jennifer Kilinski, Esq. of  
30 Kilinski | Van Wyk PLLC, to act as agents for the Petitioner.

31  
32 **11. Were these exhibits prepared by you or under your supervision?**

33  
34 Yes, the Petitioner engaged a consultant team and directed the preparation of the exhibits  
35 to the Petition. I reviewed the Petition and exhibits prior to its filing.

36  
37 **12. Are the contents of the Petition and the Exhibits attached to it and referenced above  
38 true and correct to the best of your knowledge?**

39  
40 Yes.

41  
42 **13. Are you familiar with the area that is proposed to be included within the District?**

43  
44 Yes, I am familiar with the general area and the site specifically.

45  
46 **14. Approximately how large is the proposed District in acres?**

1  
2 The proposed District covers approximately 200 acres, more or less, of land.  
3

4 **15. What steps were taken with respect to filing the Petition with the County?**

5  
6 On or around October 25, 2024, the Petitioner filed the Petition with the County. The  
7 Petitioner also paid the filing fees, in accordance with the County's fee schedule  
8 requirements.  
9

10 **16. Has notice of the hearing been provided in accordance with Section 190.005, Florida**  
11 **Statutes?**

12  
13 Yes. The Notice of Public Hearing was published in the *Clay Today*, a newspaper of  
14 general circulation in Clay County and of general interest and readership in the community,  
15 as a display ad on the following dates: November 14, November 21, November 28 and  
16 December 5, 2024. Proof of publication has been or will be requested and will be available  
17 by the time of the establishment hearing.  
18

19 **17. Who are the five persons designated in the Petition to serve as the initial Board of**  
20 **Supervisors?**

21  
22 The five persons include myself (Michael Blevins), Maston Crapps, Shawn Budd, Batey  
23 McGraw, and Louis Cowling.  
24

25 **18. Do you know each of these persons personally?**

26  
27 Yes, I do.  
28

29 **19. Are each of the persons designated to serve as the initial Board of Supervisors**  
30 **residents of the State of Florida and citizens of the United States?**

31  
32 Yes, they are.  
33

34 **20. Are there residential units planned for development within the proposed District?**

35  
36 Yes. There are approximately 513 residential units planned for development within the  
37 proposed District.  
38

39 **21. Are there residents currently living within the areas to be included within the District,**  
40 **and, if so, have they been notified about the creation of the District?**

41  
42 No. As of this date, there are no residents currently living in any of the areas proposed to  
43 be included within the boundaries of the proposed District.  
44

45 **22. Would you please describe the proposed timetable for development of land within the**  
46 **proposed District?**



1  
2 The proposed timetable for the construction of infrastructure to develop the land is  
3 expected to occur over three phases from 2024 to 2028.

4  
5 **23. Would you generally describe the services and facilities you currently expect the**  
6 **proposed District to provide?**

7  
8 The Petitioner presently intends for the District to be involved in providing the following  
9 services and facilities: offsite utility extensions, local road improvements, an amenity  
10 center, entry monuments and landscaping, stormwater facilities, onsite utilities, and onsite  
11 electrical (street lights). Capital costs of these improvements, including associated  
12 contingencies and professional fees, will be borne by the District. The Petitioner's good  
13 faith expectation of the costs associated with the acquisition or construction of such  
14 improvements is itemized in Composite Exhibit 6 of the Petition.

15  
16 **24. Are these costs expected to include the cost of acquiring land from the developer?**

17  
18 No.

19  
20 **25. Do you have an opinion, as someone experienced in development, as to whether the**  
21 **area of land to be included within the proposed District is of sufficient size, is**  
22 **sufficiently compact, and is sufficiently contiguous to be developable as one functional**  
23 **interrelated community?**

24  
25 Yes.

26  
27 **26. What is your opinion?**

28  
29 The proposed District has sufficient land area, and is sufficiently compact and contiguous  
30 to be developed, with the roadway, drainage, water and sewer, and other infrastructure  
31 systems, facilities and services contemplated. The District will operate as one functionally  
32 interrelated community.

33  
34 **27. What is the basis for your opinion?**

35  
36 The size of the proposed District is approximately 200 acres of land, more or less. Based  
37 on my previous experience, the proposed District is of sufficient size, compactness, and  
38 contiguity to be developed as a functional interrelated community.

39  
40 The qualities of compactness, contiguity, and size relate directly to whether an area can  
41 become one functional interrelated community. From the standpoint of the provision,  
42 management and operation of the community infrastructure expected to be provided by the  
43 District, the acres contemplated for inclusion within the District is sufficiently compact,  
44 contiguous and of sufficient size to maximize the successful delivery of these infrastructure  
45 improvements to these lands. The delivery of services and facilities to the lands within the  
46 District will not be hampered by insurmountable barriers or spatial problems. The area

1 within the District is suitably configured to maximize the benefits available from the  
2 District services and facilities to be provided.

3  
4 **28. In general, what financing methods does the Petitioner propose that the proposed**  
5 **District use to pay for the anticipated facilities and services?**

6  
7 The Petitioner presently expects that the District will finance certain services and  
8 improvements through the issuance of tax-exempt bonds. The debt issued by the proposed  
9 District is expected to be retired by funds from landowners in the form of “non-ad valorem”  
10 or “special” assessments on benefitted property within the proposed District. Ongoing  
11 maintenance and operational activities are expected to be funded by maintenance special  
12 assessments. At present, the Petitioner expects that the proposed District may issue both  
13 long- and short-term bonds that will pay a portion of the cost of these facilities. The short-  
14 term bonds, and any facilities not financed with a bond issue, will be funded by the  
15 developer through conventional bank financing.

16  
17 **29. Who will be responsible for paying the proposed District’s assessments?**

18  
19 Only those property owners, including the developer, within the proposed District will be  
20 responsible for paying District assessments.

21  
22 **30. Will these debts of the proposed District be an obligation of the County or the State**  
23 **of Florida?**

24  
25 No. Florida law provides that community development district debt cannot become the  
26 obligation of a city, a county, or the state without the consent of that government.

27  
28 **31. Why is the Petitioner seeking to have a community development district established**  
29 **for this area?**

30  
31 Districts are an efficient, effective way to provide infrastructure and have become accepted  
32 in the marketplace by home buyers. Further, they are a preferred method of long-term  
33 maintenance by water management districts and other regulatory agencies because they  
34 offer professional staff, assessments collected on the tax roll which makes funding secure  
35 and other benefits not offered by a private entity operator of infrastructure.

36  
37 From our perspective, the establishment of a District is logical for this project. It is a long-  
38 term, stable, financially secure entity. The District is a structured, formal entity, with the  
39 legal ability to respond to current and future changes in the circumstances and desires of  
40 its residents. This project requires that the landowners within the development must  
41 provide for the ownership and maintenance of the roadways and stormwater management  
42 system. A District is the best mechanism for the perpetual maintenance and operation of  
43 such improvements. Under Florida law, the District has access to the county tax collection  
44 mechanisms, which helps ensure that assessments will be collected and that the facilities  
45 will be maintained. In that sense, to us, it is preferable to a property owners’ association.

1 In addition, the District has the financial capability to assist in the provision of necessary  
2 capital improvements sooner than might otherwise be the case. The County, developers,  
3 builders and residents will all benefit from these improvements in terms of access, traffic  
4 flow, safety, and general property value enhancement.

5

6 **32. Does this conclude your testimony?**

7

8 Yes.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

IN RE:            PETITION TO ESTABLISH ANABELLE    )  
                     SANDRIDGE COMMUNITY            )  
                     DEVELOPMENT DISTRICT            )

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**AFFIDAVIT ADOPTING WRITTEN PRE-FILED TESTIMONY OF CRAIG  
WRATHELL AS TO THE PETITION TO ESTABLISH ANABELLE SANDRIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, Craig Wrathell, being first duly sworn, do hereby state for my affidavit as follows:

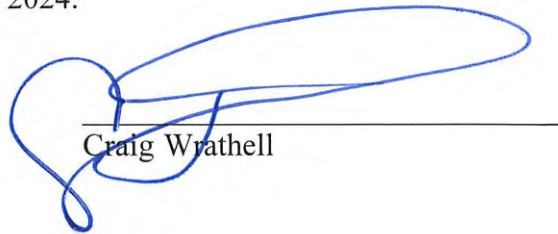
1.        I have personal knowledge of the matters set forth in this affidavit.
2.        My name is Craig Wrathell, and I am co-owner of Wrathell, Hunt & Associates, LLC.
3.        The prepared written, pre-filed testimony consisting of twelve (12) pages, submitted under my name to the Board of County Commissioners for Clay County, Florida, relating to the establishment of the Anabelle Sandridge Community Development District and attached hereto, is true and correct.
4.        If I were asked the questions contained in the pre-filed testimony orally at the Anabelle Sandridge Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5.        My credentials, experience, and qualifications concerning my work as a special district manager and assessment administrator are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various managerial and operational aspects related to the *Petition to Establish Anabelle Sandridge Community Development District*.

7. No corrections or amendments to my pre-filed testimony are required.

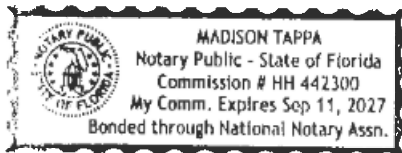
Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 22nd day of November 2024.

  
\_\_\_\_\_  
Craig Wrathell

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this 22 day of November 2024, by Craig Wrathell, who is personally known to me or who has produced \_\_\_\_\_ as identification.



[notary seal]

Madison Tappa  
(Official Notary Signature)  
Name: Madison Tappa  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



1 Through WHA, the clients I serve are both resident-elected and landowner-elected CDDs,  
2 depending on the stage in the life of the development. I assist the various Boards of  
3 Supervisors and residents by managing the accounting, official recordkeeping, and  
4 operations and management of the assets acquired or constructed by the CDD. I have  
5 provided management and assessment administration services to numerous active CDDs  
6 across Florida.  
7

8 **9. Are any of these community development districts that you have worked with about**  
9 **the same size as the proposed Anabelle Sandridge Community Development District**  
10 **in Clay County, Florida (“County”)?**  
11

12 Yes.

13  
14 **10. What has been your role with respect to the proposed Anabelle Sandridge**  
15 **Community Development District establishment proceeding?**  
16

17 I serve as an assessment, economic, and management consultant relating to the  
18 establishment of the proposed District. Specifically, I assisted in preparation of Petition  
19 Exhibit 7, the Statement of Estimated Regulatory Costs (“SERC”).  
20

#### 21 DISTRICT MANAGEMENT

22  
23 **11. At this point, I will ask you to address certain matters that are related to community**  
24 **development district management. Please describe the general manner in which a**  
25 **community development district actually operates.**  
26

27 Community development districts are governed by a five-member board of supervisors.  
28 These board members are initially appointed by the establishment entity in its ordinance.  
29 Within 90 days of the establishment of the district, a new board is elected by the landowners  
30 in the district. The Board is the governing body of the district. The Board employs a  
31 district manager, who supervises the district’s services, facilities, and administrative  
32 functions. The Board annually considers and, after public notice and hearing, adopts a  
33 budget. The district submits a copy of the proposed budget to the applicable local general-  
34 purpose government for review and for optional comment prior to its adoption each year.  
35

36 **12. Are there requirements, such as the open meetings and public records laws, imposed**  
37 **upon community development districts in order to safeguard the public that are**  
38 **similar to those imposed upon other general purpose local governments?**  
39

40 Yes, there are.

41  
42 **13. Please describe these requirements and safeguards.**  
43

44 First, it is important to note that the establishment of a CDD does not change any  
45 requirements for local general purpose governmental approval of construction within the  
46 district. Any land development requirements and all state and local development

1 regulations still apply.  
2

3 Second, members of the CDD Board of Supervisors must be residents of Florida and  
4 citizens of the United States. After the Board shifts to being elected by the resident electors  
5 of the district, the supervisors must also be residents and electors of the district. Board  
6 members must annually file the same financial disclosure forms required by other local  
7 officials. All meetings of the CDD Board of Supervisors are open to the public and are  
8 subject to the government in the sunshine requirements of Chapter 286, *Florida Statutes*.  
9 Furthermore, the District's records must be open for public inspection in accordance with  
10 the Florida law governing public records.  
11

12 Next, the District must provide financial reports to the state in the same form and manner  
13 as is required of all other political subdivisions. The CDD is annually audited by an  
14 independent certified public accountant. As I said before, the CDD budget is adopted  
15 annually by the board after a public hearing. All rates, fees, and charges imposed by the  
16 district must be adopted pursuant to Chapter 120, *Florida Statutes*.  
17

18 Finally, to impose special or non-ad valorem assessments under Chapter 170, 190 and 197,  
19 a CDD must provide published and mailed notice to those who are assessed providing them  
20 opportunity to appear before the Board of Supervisors and have an opportunity to comment  
21 on the advisability of the assessments. That assessment process entails preparation of an  
22 assessment methodology that fairly and equitably allocates the cost of the district's  
23 projects.  
24

25 **14. Please describe in general terms how a CDD operates financially, both on a day-to-**  
26 **day and a long-term basis.**  
27

28 In the early stages, particularly when a CDD is first formed, the CDD's operating funds  
29 may be funded by a "funding agreement" between the CDD and the landowner/developer  
30 in lieu of assessments that the CDD might have imposed on property within the CDD.  
31

32 In order to provide long term financing of capital projects, CDDs often issue bonds. All  
33 bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over  
34 a period of more than five years must be validated and confirmed by court decree pursuant  
35 to Chapter 75, *Florida Statutes*. The District also may borrow funds on a long or short-  
36 term basis.  
37

38 Debt may be retired by the District through non ad valorem or special assessments imposed  
39 on benefited properties, or rates, fees, and charges imposed on users of district facilities  
40 and services. By law, debt of the District cannot become debt of any other government  
41 (city, county or state), without that government's consent.  
42

43 **15. What alternatives, other than community development districts, are you familiar with**  
44 **that might be available to provide community infrastructure for the lands within the**  
45 **proposed District?**  
46



1 In my opinion there are two alternatives that might provide community infrastructure such  
2 as the roads, utilities, drainage, recreation and other improvements contemplated for the  
3 proposed district. First, the general-purpose local government could finance the  
4 improvements utilizing ad valorem tax revenue, special assessments and/or general funds.  
5 Alternatively, the developer could provide infrastructure through private means, including  
6 private financing if available. As discussed later in my testimony, neither of these  
7 alternatives is preferable to use of the CDD concept.  
8

9 **16. What has been your role with respect to the Petition to Establish Anabelle Sandridge**  
10 **Community Development District (“Petition”)?**

11  
12 I have worked closely with DFC ANABELLE LLC (“Petitioner”) and its consultants in  
13 determining if a CDD is appropriate for this project. I also supervised the preparation of  
14 Exhibit 7 of the Petition, the SERC.  
15

16 **17. Do you have an opinion, as someone experienced in district management and**  
17 **operations, as to whether the proposed District is the best available alternative for**  
18 **delivering community services and facilities to the areas that will be served by the**  
19 **District?**

20  
21 Yes. For this project, the proposed District is the best alternative available for delivering  
22 the proposed services and facilities to the area that will be served. These improvements  
23 include, but are not limited to, offsite utility extensions, local road improvements, amenity  
24 center, entry monuments and landscaping, stormwater facilities, onsite utilities, and onsite  
25 electrical (street lights).  
26

27 **18. What is the basis for your opinion?**

28  
29 Looking at the alternatives, the County could finance and manage the improvements  
30 utilizing special assessments or general funds. The developer and/or a property owner’s  
31 association (“POA”) could provide these facilities as well through private financing.  
32

33 In evaluating the alternatives, it is important to consider whether the alternative can provide  
34 the best focus, can effectively and efficiently manage, and maintain the facilities, and  
35 whether the alternative can secure low cost, long term public financing. The County clearly  
36 provides the long-term perspective and is a stable and relatively low-cost source of  
37 financing and provider of services at sustained levels. However, the County has substantial  
38 demands over a broad geographical area that places a heavy management delivery load on  
39 its staff. In addition, if dependent district financing were used, the County would be  
40 responsible for all administrative aspects of the dependent district. The County would have  
41 to make time and meetings available for the monthly matters pertaining to the dependent  
42 district. By using a dependent district mechanism, the County would be increasing its  
43 responsibility and hence liability for the variety of actions that will take place in the  
44 development. The County, through the dependent district, would also be the contracting  
45 party for all construction contracts, would have to deal with bid issues, enforce  
46 performance bonds, and participate in construction arbitration or litigation if necessary.

1 They would deal with delay claims and budget management and all the other challenges  
2 that come with being the owner in a public construction project. A district can be created  
3 to provide focused attention to a specific area in a cost-effective manner. It also allows the  
4 County to focus staff time, finances, and other resources elsewhere and does not burden  
5 the general body of taxpayers in the County with the debt associated with this growth.  
6

7 The other alternative is the use of private means either through a POA or through the  
8 developer, or both in combination. This combination can clearly satisfy the high demand  
9 for focused service and facilities and managed delivery. However, only a public entity can  
10 assure a long-term perspective, act as a stable provider of services and facilities, qualify as  
11 a lower cost source of financing, and pay for services at sustained levels. POAs lack the  
12 ability to effectively finance the improvements. Their ability to assure adequate funds for  
13 sustained high levels of maintenance is less than with a CDD.  
14

15 Furthermore, neither the developer nor a POA would be required to conduct all actions  
16 relating to the provision of these improvements in the “sunshine” as a CDD must, or abide  
17 by other public access requirements that are incumbent upon a CDD and its Board of  
18 Supervisors. Also, provision and long-term operation and maintenance of these  
19 improvements, particularly the recreation, roadway, and drainage activities, by a CDD  
20 ensures that residents have guaranteed access to the body or entity making decisions about  
21 these facilities, and in fact will one day sit as the five-member board making the decisions  
22 that impact their community directly.  
23

24 A CDD is an independent special purpose unit of local government designed to focus its  
25 attention on providing the best long-term service to its specifically benefited properties and  
26 residents. It has limited power and a limited area of jurisdiction. The CDD will be  
27 governed by its own board and managed by those whose sole purpose is to provide the  
28 district long term planning, management, and financing of these services and facilities.  
29 This long-term management capability extends to the operation and maintenance of the  
30 facilities owned by the CDD. Further, the sources for funding and manner of collection of  
31 funds will assure that the CDD facilities will be managed at the sustained levels of quality  
32 desired by residents well into the future.  
33

- 34 **19. Do you have an opinion, as someone experienced in district management and**  
35 **operations, as to whether the area of land to be included within the proposed District**  
36 **is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be**  
37 **developable as one functional interrelated community?**  
38

39 Yes.

- 40  
41 **20. What is your opinion?**  
42

43 The proposed CDD has sufficient land area, and is sufficiently compact and contiguous to  
44 be developed, with the roadway, drainage, water and sewer, and other infrastructure  
45 systems, facilities and services contemplated. The District will operate as one functionally  
46 interrelated community.

1 **21. What is the basis for your opinion?**

2  
3 The size of the proposed District is approximately 200 acres, more or less. Based on my  
4 previous experience, the proposed District is of sufficient size, compactness, and contiguity  
5 to be developed as a functional interrelated community.  
6

7 The qualities of compactness, contiguity, and size relate directly to whether an area can  
8 become one functional interrelated community. From the standpoint of the provision,  
9 management and operation of the community infrastructure expected to be provided by the  
10 District, the acres contemplated for inclusion within the District is sufficiently compact,  
11 contiguous and of sufficient size to maximize the successful delivery of these infrastructure  
12 improvements to these lands. The delivery of services and facilities to the lands within the  
13 District will not be hampered by insurmountable barriers or spatial problems. The area  
14 within the District is suitably configured to maximize the benefits available from the  
15 District services and facilities to be provided.  
16

17 **22. Do you have an opinion, as someone experienced in district management and**  
18 **operations, as to whether the area that will be served by the proposed District is**  
19 **amenable to separate special district government?**

20  
21 Yes.  
22

23 **23. What is your opinion?**

24  
25 The District is of sufficient size, compactness, and contiguity. Therefore, the area to be  
26 served by the proposed District is clearly amenable to separate special district governance.  
27 The configuration of the District is not unlike other CDDs with which I have worked over  
28 time.  
29

30 **24. What is the basis for your opinion?**

31  
32 Two criteria are needed to evaluate a land area as amenable to separate special district  
33 government. One, does the land area have need for the facility and services and will its  
34 owners and residents benefit from facilities that the special district could provide? Two, is  
35 the land area of sufficient size, sufficient compactness, and sufficiently contiguous to be  
36 the basis for a functional interrelated community?  
37

38 Under both criteria, the CDD is a planned community of sufficient size with a need for the  
39 facilities and improvements that are presently expected to be provided by the CDD. As  
40 described in the Petition, the District will construct and maintain certain identified needed  
41 facilities and services. In particular, this District will have significant responsibilities for  
42 a relatively large amount of drainage and stormwater management to serve the community.  
43 Water and sewer improvements constructed by the CDD will be transferred to the County  
44 and roadway improvements will be owned and maintained by the CDD. Based on my  
45 experience, districts of this size are large enough to effectively provide and manage these  
46 services. From a management and operations perspective, the land area is well suited to

1 the provision of the proposed services and facilities.

2  
3 **25. Do you have an opinion, as someone experienced in district management and**  
4 **operations, as to whether the community development services and facilities of the**  
5 **proposed District will be incompatible with the capacity and use of existing local and**  
6 **regional community development services and facilities?**

7  
8 Yes.

9  
10 **26. What is your opinion?**

11  
12 The proposed services and facilities of the proposed District are not incompatible with the  
13 capacity and uses of existing local or regional community development services and  
14 facilities.

15  
16 **27. What is the basis for your opinion?**

17  
18 Petitioner presently expects the proposed District to finance and construct certain offsite  
19 utility extensions, local road improvements, an amenity center, entry monuments and  
20 landscaping, stormwater facilities, onsite utilities, and onsite electrical (street lights). None  
21 of the facilities expected to be provided by the District presently exist on the property.  
22 Ultimately, a district may own and maintain certain of those improvements, such as the  
23 recreation improvements and roadways, and the County, or other governmental entities,  
24 may own and maintain others. There will be no overlap or incompatibility because the  
25 facilities and improvements expected to be provided by the proposed District do not exist  
26 today.

27  
28 **ECONOMICS AND FINANCING**

29  
30 **28. You stated earlier that you are familiar with the Petition, and its Exhibits, filed by the**  
31 **Petitioner, to establish the proposed Anabelle Sandridge Community Development**  
32 **District. Are you particularly familiar with Exhibit 7 to the Petition?**

33  
34 Yes, Exhibit 7 is the SERC, a requirement of Chapter 190, *Florida Statutes*.

35  
36 **29. Have any revisions been made to Exhibit 7 of the Petition, the SERC?**

37  
38 No.

39  
40 **30. What exactly is a "SERC"?**

41  
42 The Statement of Estimated Regulatory Costs is actually a requirement under Section  
43 120.541(2), *Florida Statutes*, which has been incorporated into the law on establishment  
44 of community development districts.

45  
46 **31. In general terms, please summarize the economic analyses presented in the SERC.**

1  
2 An understanding of the SERC requires the recognition of the scope of review and  
3 evaluation for the establishment of a community development district as set out in Chapter  
4 190. Section 190.002(2)(d), *Florida Statutes*, states “[t]hat the process of establishing such  
5 a district pursuant to uniform general law [must] be fair and based only on factors material  
6 to managing and financing the service-delivery function of the district, so that any matter  
7 concerning permitting or planning of the development is not material or relevant.” Thus,  
8 the scope of the economic analysis included in the SERC addresses only the establishment  
9 of the proposed District, and not the planning or development of the property itself.

10  
11 The economic analysis sets out the assumptions about the development within the proposed  
12 district and the anticipated infrastructure to be provided by it. The analysis addresses each  
13 of the potentially affected parties defined in Chapter 120, *Florida Statutes*, and evaluates  
14 the impact of the proposed district on each such group.

15  
16 The proposed Anabelle Sandridge Community Development District is a specialized unit  
17 of local government. It is a special purpose unit of local government with a single  
18 objective: the provision of infrastructure and services for a planned new community. Its  
19 economic benefits exceed its economic cost to the Petitioner, the County, and to all  
20 subsequent purchasers and landowners of the community - in short, to all affected parties.

21  
22 Once the proposed District is established, there are no direct costs to the County. While the  
23 proposed District will provide certain reports and budgets to the County for its  
24 discretionary review, there are no requirements that either incur any obligations or expense  
25 associated with its review. In addition, to the extent the proposed District utilizes the  
26 services of the Property Appraiser or Tax Collector under the provisions of Chapter 197,  
27 *Florida Statutes*, to collect its assessments, the proposed District must pay the costs  
28 associated with those services.

29  
30 It is important to note that under Chapter 190, the debt of the proposed District cannot  
31 become the debt of the County or the State of Florida. Since the proposed District will be  
32 an independent unit of government and issue its own bonds, the proposed District will not  
33 have any effect on the bonding capacity of the County or the State of Florida.

34  
35 **32. Please describe briefly the data and methodology used in preparing the SERC and**  
36 **related analyses.**

37  
38 The data for the analysis came from the landowner, other experts working on the Petition,  
39 and from the Petition itself. The methodology is standard economic impact assessment.

40  
41 **33. From an economic and financial perspective, do you have an opinion regarding the**  
42 **financial viability and feasibility of the proposed District?**

43  
44 Yes, I do.

45  
46 **34. What is that opinion?**

1 In my opinion, based on my experience with other districts, the proposed Anabelle  
2 Sandridge Community Development District is expected to be financially viable and  
3 feasible.  
4

5 **35. Are you familiar with the State Comprehensive Plan found in Chapter 187, *Florida***  
6 ***Statutes*?**

7  
8 Yes.

9  
10 **36. From an economic and financial perspective, do you have an opinion as to whether**  
11 **the proposed District is inconsistent with the State Comprehensive Plan from an**  
12 **economic perspective?**

13  
14 Yes.

15  
16 **37. What is that opinion?**

17  
18 It is my opinion that the proposed Anabelle Sandridge Community Development District  
19 is not inconsistent with any applicable element or portion of the state comprehensive plan.  
20

21 **38. What is the basis for your opinion?**

22  
23 I have reviewed, from an economic and financial perspective, the State Comprehensive  
24 Plan, particularly those portions that relate to community development districts. The State  
25 of Florida Comprehensive Plan (Chapter 187, *Florida Statutes*) “provides long-range  
26 policy guidance for the orderly social, economic, and physical growth of the state.” From  
27 an economic and financial perspective, four subjects, subjects 15, 17, 20, and 25 of the  
28 State Comprehensive Plan are relevant to the establishment of a CDD.  
29

30 Subject 15, titled Land Use, recognizes the importance of locating development in areas  
31 that have the fiscal abilities and service capacity to accommodate growth. It is relevant  
32 because CDDs are designed to provide infrastructure services and facilities in a fiscally  
33 responsible manner to the areas that can accommodate development. The establishment of  
34 the District will not be inconsistent with this goal because the District will have the fiscal  
35 capability to provide the specified services and facilities within its boundaries.  
36

37 Subject 17, titled Public Facilities, relates to (i) protecting investments in existing public  
38 facilities; (ii) providing financing for new facilities, (iii) allocating the costs of new public  
39 facilities on the basis of the benefits received by future residents; (iv) implementing  
40 innovative but fiscally sound techniques for financing public facilities; and (v) identifying  
41 and using stable revenue sources for financing public facilities. The establishment of the  
42 District will further these State Comprehensive Plan Goals and Policies.  
43

44 Subject 20, titled Governmental Efficiency, provides that governments shall economically  
45 and efficiently provide the amount and quality of services required by the public. The  
46 proposed District will be consistent with this element because the proposed District will

1 continue to:  
2

- 3 (i) cooperate with other levels of Florida government;  
4  
5 (ii) be established under uniform general law standards as specified in Chapter  
6 190, *Florida Statutes*;  
7  
8 (iii) be professionally managed, financed, and governed by those whose  
9 property directly receives the benefits;  
10  
11 (iv) not burden the general taxpayer with costs for services or facilities inside  
12 the Anabelle Sandridge Community Development District; and  
13  
14 (v) plan and implement cost efficient solutions for the required public  
15 infrastructure and assure delivery of selected services to residents.  
16

17 Subject 25, titled Plan Implementation, calls for systematic planning capabilities to be  
18 integrated into all levels of government throughout the state, with particular emphasis on  
19 improving intergovernmental coordination and maximizing citizen involvement. The  
20 proposed District is consistent with this element of the State Comprehensive Plan.  
21

22 **39. Based on your work with districts and from an economic and financial perspective,**  
23 **do you have an opinion as to whether the area of land that is proposed to be included**  
24 **within the proposed District is of sufficient size, sufficient compactness, and sufficient**  
25 **contiguity to be developable as one functional interrelated community?**

26  
27 Yes.

28  
29 **40. What is your opinion?**

30  
31 Based on my previous experience, the proposed District is of sufficient size, compactness,  
32 and contiguity to be developed as a functional interrelated community.  
33

34 **41. What is the basis for your opinion?**

35  
36 The project is compact with land use typical of a planned community. The development  
37 of the land has been planned to be a functional interrelated community making the most  
38 efficient use of public funds available.  
39

40 **42. From a financial perspective, do you have an opinion as to whether the proposed**  
41 **Anabelle Sandridge Community Development District is the best alternative available**  
42 **for providing the proposed community development services and facilities to the area**  
43 **to be served?**

44  
45 Yes.

46  
47 **43. What is your opinion?**

1  
2 The proposed District is the best alternative to provide community development facilities  
3 to the area to be served. This is true for the landowners and the governmental entities for  
4 the following reasons.

5  
6 From the perspective of current and future property owners within the District, the District  
7 is the best alternative for providing community facilities, infrastructure, and services. The  
8 land development envisioned for the area within the District boundaries will require  
9 substantial provision of infrastructure, facilities and services. The CDD is an alternative  
10 method to provide these necessary services. The CDD can access the tax-exempt public  
11 capital markets and thereby fund these facilities and services at a lower cost than the  
12 alternative of developer funding. Furthermore, unlike a POA, the CDD has the power to  
13 assess property and collect those assessments along with other property taxes. Therefore,  
14 a CDD can fund large capital improvement programs that a POA cannot.

15  
16 With regard to the operations and maintenance of community facilities and services the  
17 CDD is also the best alternative. The CDD is preferable to a POA to future landowners for  
18 the following reasons. First, unlike a POA, the CDD collects funds for operations and  
19 maintenance directly from assessments collected along with all other property taxes, which  
20 is a more assured income stream. Unlike a POA, a CDD is a unit of local government,  
21 and it must hold its meetings in the sunshine and bid out its contracts where required by  
22 law. A CDD provides control to the landowners much sooner in time than a POA. A CDD  
23 is focused on providing the community with services, facilities, and their maintenance in a  
24 way the general-purpose government, with its competing interests and broad  
25 responsibilities, is not. This level of local control serves the best interests of property  
26 owners in the CDD.

27  
28 From the perspective of the State of Florida and the County, a CDD is the best alternative  
29 for providing community facilities and their operations and maintenance for a variety of  
30 reasons. First, as noted above, compared to a POA the CDD is a more powerful and more  
31 responsive organization for providing and maintaining infrastructure and services. Second,  
32 without a CDD the County may have to assume greater responsibility for construction,  
33 operations, and maintenance of community facilities and services. Even if the County  
34 formed a dependent district to provide community facilities and services to the area to be  
35 served by the CDD, and charged appropriately for these services, the County would be  
36 enmeshed in the responsibilities and in the management of those facilities. Furthermore,  
37 without a CDD the County cannot be assured that only residents of the area to be served  
38 by the CDD would bear the full costs of the needed facilities and services.

39  
40 **44. From an economic and financial perspective, do you have an opinion as to whether**  
41 **the services and facilities to be provided by the proposed Anabelle Sandridge**  
42 **Community Development District will be incompatible with the uses and existing**  
43 **local and regional facilities and services?**

44  
45 Yes.  
46



1 **45. What is your opinion?**

2  
3 The proposed Anabelle Sandridge Community Development District covers approximately  
4 200 acres of land, more or less. The configuration of the land is sufficiently compact and  
5 contiguous. As such, it will not create any economic disincentives to the provision of the  
6 infrastructure facilities contemplated in this case.

7  
8 Given the scope and expected cost of facilities to be provided, 200 acres of land, more or  
9 less for a residential development provides a sufficient economic base to absorb the debt  
10 costs and annual operating costs for district administration and to efficiently apportion the  
11 cost of improvements.

12  
13 **46. From an economic and financial perspective, do you have an opinion as to whether**  
14 **the area that will be served by the proposed Anabelle Sandridge Community**  
15 **Development District is amenable to separate special district government?**

16  
17 Yes.

18  
19 **47. What is your opinion and its basis?**

20  
21 It is my opinion that the area within the boundaries of the proposed District is amenable to  
22 a separate special district government. The lands within the proposed District's boundaries  
23 have the need for basic infrastructure.

24  
25 The land is of sufficient size, compactness, and contiguity and meets those tests. Therefore,  
26 from an economic and financial perspective, the area to be served by the proposed District  
27 is clearly amendable to separate special district governance.

28  
29 **48. Does this conclude your testimony?**

30  
31 Yes, it does.



KILINSKI | VAN WYK

# Anabelle Sandridge Community Development District

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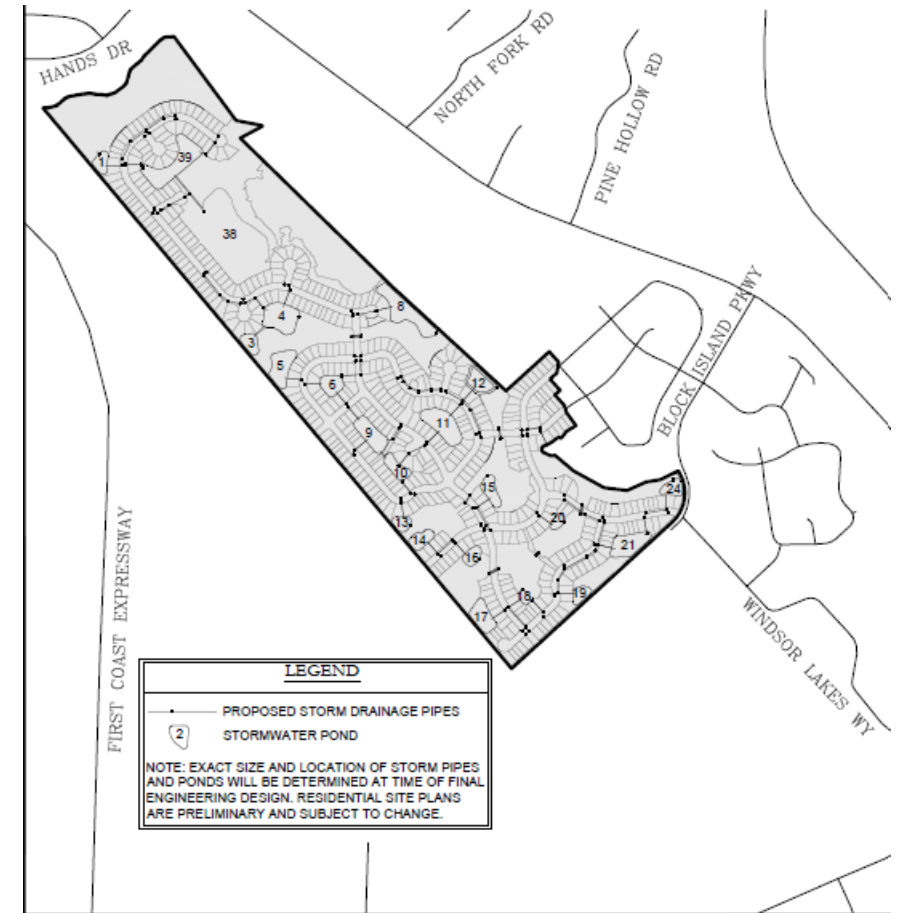
Clay County, Florida

# Public Hearing – CDD Establishment

- Pursuant to Chapter 190, *Florida Statutes*
  - Community Development District: a local unit of special purpose government that serves as alternative method to manage and finance basic services for community development
- “It is the policy of this state ... [t]hat the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”  
190.002(2)(d), *Florida Statutes*.

# Anabelle Sandridge CDD - Information

- Approximately \$30.2M in public improvements planned, including:
  - Stormwater management facilities
  - Water, sewer, reuse facilities
  - Roadways
  - Landscaping, irrigation and common areas
  - Hardscape, amenities and signage
  - Other improvements permitted under Chapter 190, F.S.



# CDD Underpinnings

## Legislative Findings for Chapter 190:

- Independent districts are an efficient and cost-effective solution to meet infrastructure demands without burdening taxpayers or local governments. 190.002(1)(a), *Florida Statutes*
- It is in the public interest that districts operate transparently, adhere to due process, and comply with ethical and accountability standards. 190.002(1)(b), *Florida Statutes*
- It is in the public interest that a single coordinated entity oversee the long-term planning, financing, maintenance, and operation of development. 190.002(1)(c), *Florida Statutes*



# CDD Key Advantages

- Higher quality project / cost savings
  - Tax-exempt bonds at favorable rates
  - Costs spread out over time
  - Results in more competitive home prices AND higher quality project
- CDD is a superior maintenance entity
- Stable revenue stream with default advantages and safeguards for the County
- Lower upfront cost to homeownership
- Higher property values
- CDD money held in Trust Estate, held by certified Trustee Bank
- Residents have a stake in the governing of their community –
  - Can quickly address issues - problem solvers live in the community - accountability

# CDD v. HOA

ADVANTAGE	CDD	DEVELOPER / HOA
<b>INFRASTRUCTURE COSTS</b>	<b>YES – Infrastructure costs less now, spread out over 30 years</b>	<b>NO – Infrastructure costs more and is a barrier to home ownership upfront cost</b>
<b>FUTURE COST SAVINGS</b>	<b>Yes – Infrastructure costs less to refurbish/reconstruct – beneficial tax treatment can be passed on to residents</b>	<b>NO – Infrastructure and maintenance costs more</b>
<b>DEFAULT PROTECTION</b>	<b>YES – Money in Bank Trust Estate</b>	<b>NO</b>
<b>TAX ROLL COLLECTION</b>	<b>YES – CDD can collect on the tax roll</b>	<b>NO</b>
<b>SOVEREIGN IMMUNITY</b>	<b>YES – Protected from frivolous suits</b>	<b>NO</b>
<b>TURNOVER TO RESIDENTS</b>	<b>Faster Turnover to citizens (elections every 2 years; Qualified Electors Yr. 6)</b>	<b>90%+ Build-Out</b>
<b>FEMA FUNDING</b>	<b>Often YES</b>	<b>Typically NO</b>
<b>ACCOUNTABILITY</b>	<b>MORE accountable</b>	<b>LESS accountable</b>
<b>LONG-TERM VALUE</b>	<b>Greater ability to maintain value</b>	<b>LESS ability</b>

# CDD v. MSBU

ADVANTAGE	CDD	MSBU
<b>TYPE</b>	Independent special-purpose district	Funding mechanism (part of local gov't and County dependent)
<b>PURPOSE</b>	Develop and maintain infrastructure for large communities	Fund public services or small improvements
<b>GOVERNING BODY</b>	Board of supervisors (eventually resident controlled) – direct accountability	Local government (e.g., county commission)
<b>FUNDING MECHANISM</b>	Special assessments on property taxes	Special assessments on property taxes
<b>SCALE</b>	Large-scale, planned community developments	Small, localized projects
<b>DURATION</b>	Long-term, often decades or permanent	Temporary or service-specific
<b>LONG-TERM VALUE</b>	Greater value, supervisors (residents) are known and invested in their own community	Local government staff not living in District; more difficult to reach



# CDD Transparency

- Disclosed in sales contracts
- Mandatory public website
- Subject to sunshine laws & public records laws
- All meetings & public hearings must be advertised & posted
- Minutes of each meeting are kept and posted on website
- Mailed notice for all assessment hearings
- Public procurement laws govern
- Recorded notice of establishment
- Recorded disclosure of public finance
- Recorded notice of special assessments
- Annual audit required
- Public depository reports filed



# County retains all powers; CDD limitations

- CDD has limited authority (special purpose government)
- County keeps all of its powers (i.e., zoning, permitting, etc.)
- Approving the CDD does NOT approve zoning/entitlements
- CDD must comply with applicable laws, including County ordinances
- No debt of the CDD can be a debt of the County – section 190.016, F.S.:
  - “A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state.”
- No administrative costs to County
- CDD debt is NOT disclosed on County’s financial statements



# Benefits to Clay County

- **Stable financing source for new public projects**
- **Allows new on-site and off-site public infrastructure to be built without the use of County funds or bonding capacity**
- **No financial burden on residents outside of the CDD, any permitted growth pays for itself**
- **Assures project is funded because bond proceeds are provided up front and deposited into a trust account**
- **Off-Site Improvements will be constructed and dedicated to the County for all County residents' use and enjoyment**

# Benefits to Residents of Anabelle Sandridge CDD

- Enhanced project, including enhanced amenities, entry features, landscaping, etc.
- Future access to tax-exempt bond market for new projects and refurbishing improvements
- Residents have the option to prepay at anytime without penalty
- Liability for assessments limited to individual parcels
- Residents have greater role in managing their community
- Professionally managed – better than HOA
- Property values maintained at higher level
- CDD transparency – Sunshine Laws / Public Records laws, Public website, disclosures, etc.

# Establishment Criteria

1. Petition statements are true and correct
2. CDD establishment is consistent with comprehensive plan
3. CDD is developable as one functional interrelated community, based on size, compactness and contiguity
4. CDD facilities will be compatible with existing community services and facilities
5. Area subject to the CDD is amenable to separate special district government
6. CDD is the best alternative for delivery of community development services and facilities



KILINSKI | VAN WYK

# Anabelle Sandridge Community Development District

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**QUESTIONS?**

**ORDINANCE NO. 2024 – \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, ESTABLISHING A COMMUNITY DEVELOPMENT DISTRICT TO BE KNOWN AS ANABELLE SANDRIDGE COMMUNITY DEVELOPMENT DISTRICT, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT’S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**Recitals**

**WHEREAS**, DFC Anabelle LLC (the “Petitioner”), having obtained written consent to the establishment of Anabelle Sandridge Community Development District (the “District”) by the owners of one-hundred percent (100%) of the real property to be included in the District, petitioned the Board of County Commissioners (the “Board”) of Clay County, Florida (the “County”), to adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Petitioner is a Florida limited liability company with a local business address of 13000 Sawgrass Village Circle, Building 5, Suite 24, Ponte Vedra Beach, FL 32082; and

**WHEREAS**, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the petition at a duly noticed public hearing conducted by the Board on December 10, 2024; and

**WHEREAS**, upon consideration of the record established at that hearing, the Board determined that the statements within the Petition are true and correct, that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the County’s comprehensive plan, that the land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as a functionally interrelated community, that the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District, that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and that the area that will be served by the District is amenable to separate special-district governance; and

**WHEREAS**, the establishment of the District shall not act to amend any land development approvals governing the land area to be included within the District; and

**WHEREAS**, the establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the petition; and

**WHEREAS**, the Board has determined that the initial members of the District’s Board of Supervisors set forth in Section 5 of this Ordinance are residents of the State of Florida and citizens of the United States of America.

Be it ordained by the Board of County Commissioners of Clay County:

**SECTION 1. AUTHORITY.** This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980 codified in Chapter 190, *Florida Statutes*. Nothing contained herein shall constitute an amendment to any land development approvals for the land area included within the District.

**SECTION 2. DISTRICT NAME.** There is hereby created a community development district situated entirely within a portion of the unincorporated area of Clay County, Florida, which shall be known as “Anabelle Sandridge Community Development District”, and which shall be referred to in this Ordinance as the “District.”

**SECTION 3. DISTRICT EXTERNAL BOUNDARIES.** The external boundaries of the District are described in Exhibit A attached hereto, said boundaries encompassing 200 acres, more or less.

**SECTION 4. DISTRICT POWERS AND FUNCTIONS.** The powers and functions of the District are described in Chapter 190, *Florida Statutes*. Consent is hereby given to the District’s Board of Supervisors to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, all as authorized and described by Sections 190.012(2)(a) and (2)(d), *Florida Statutes* (2024).

**SECTION 5. BOARD OF SUPERVISORS.** The five persons designated to serve as initial members of the District’s Board of Supervisors are as follows:

Name: Maston Crapps  
Address: 14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

Name: Shawn Budd  
Address: 14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

Name: Michael Blevins  
Address: 14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

Name: Batey Mcgraw  
Address: 14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256



Name: Louis Cowling  
Address: 14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256

**SECTION 6. SEVERABILITY.** If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal, or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall become effective as prescribed by Florida general law.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this 10<sup>th</sup> day of December 2024.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Betsy Condon, Its Chairman

ATTEST:

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

## EXHIBIT A

A PORTION OF BLOCKS 1, 2, 16 AND 17, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 49, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF ALL PLATTED ROADS LYING BETWEEN OR ADJACENT TO THE AFORESAID BLOCKS (SAID PORTION OF PLATTED ROADS VACATED AND ABANDONED ACCORDING TO OFFICIAL RECORDS BOOK 1633, PAGE 1483, OF SAID PUBLIC RECORDS), AND A PORTION OF THE MOSES E. LEVY GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN INTERSECTION WITH THE NORTHEASTERLY LINE OF LOT 9, SAID BLOCK 19, FLORIDA FARMERS LAND COMPANY'S SUBDIVISION, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-739-B, ALSO KNOWN AS SANDRIDGE ROAD (AN 80 FOOT RIGHT-OF-WAY PER S.R.D. RIGHT-OF-WAY MAP SECTION NO. 71530-2603); THENCE NORTH 42°24'25" WEST, ALONG SAID NORTHEASTERLY LINE OF LOT 9, AND ALONG THE NORTHWESTERLY PROLONGATION THEREOF, A DISTANCE OF 3529.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°38'29" WEST, 1819.57 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2310, PAGE 1689 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID LINE ESTABLISHED PER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 312, PAGE 334 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 39°52'31" WEST, ALONG LAST SAID LINE, 4600.39 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT A; THENCE RETURN TO THE POINT OF BEGINNING; THENCE NORTH 47°38'29" EAST, 48.95 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 345.00 FEET, AN ARC DISTANCE OF 474.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°14'12" EAST, 438.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 555.00 FEET, AN ARC DISTANCE OF 13.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°26'52" WEST, 13.95 FEET; THENCE SOUTH 63°43'27" WEST, 169.60 FEET; THENCE SOUTH 80°28'16" WEST, 129.28 FEET; THENCE SOUTH 65°52'43" WEST, 177.12 FEET; THENCE NORTH 83°06'37" WEST, 200.11 FEET; THENCE NORTH 61°12'10" WEST, 299.88 FEET; THENCE NORTH 49°51'34" WEST, 211.28 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 4.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°02'45" WEST, 4.18 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 40.00 FEET, AN ARC DISTANCE OF 37.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°01'54" WEST, 36.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°12'08" WEST, 62.20 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 70.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°20'24" EAST, 55.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 348.87 FEET, AN ARC DISTANCE OF 130.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°09'37" EAST, 129.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 41.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°43'32" EAST, 38.00 FEET; THENCE NORTH 38°14'29" EAST, 74.40 FEET; THENCE NORTH 58°26'04" EAST, 95.24 FEET; THENCE NORTH 36°01'07" WEST, 138.50 FEET; THENCE NORTH 16°36'35" WEST, 64.78 FEET; THENCE NORTH 42°12'24" WEST, 122.40 FEET; THENCE NORTH 49°53'12" EAST, 60.04 FEET; THENCE NORTH 42°12'24" WEST, 130.00 FEET; THENCE NORTH 47°47'36" EAST, 80.00 FEET; THENCE NORTH 09°08'00" EAST, 96.05 FEET; THENCE NORTH 42°12'24" WEST, 120.06 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2171, PAGE 1730 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY, NORTHWESTERLY AND NORTHEASTERLY ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY LINE OF LAST SAID LANDS, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 47°47'36" WEST, 503.43 FEET; COURSE NO. 2: NORTH 47°31'44" WEST, 1311.00 FEET; COURSE NO. 3: NORTH 45°40'12" WEST, 1849.79 FEET; COURSE NO. 4: NORTH 61°27'47" EAST, 217.50 FEET; COURSE NO. 5: NORTH 50°29'18" WEST 9.92 FEET; COURSE NO. 6: NORTH 79°03'53" WEST, 223.98 FEET; COURSE NO. 7: NORTH 36°29'23" WEST, 905 FEET, MORE OR LESS, TO THE CENTERLINE OF BRADLEY CREEK; THENCE SOUTHWESTERLY, ALONG THE MEANDERINGS OF SAID CENTERLINE, 1395 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2310, PAGE 1689, SAID LINE BEARING NORTH 39°54'03" WEST, FROM AFORESAID REFERENCE POINT A; THENCE SOUTH 39°54'03" EAST, ALONG LAST SAID LINE, 1695 FEET, MORE OR LESS TO SAID REFERENCE POINT A, AND TO CLOSE.

CONTAINING: 200 ACRES, MORE OR LESS.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE: 11/27/2024

FROM: Beth Carson, Director, Planning and Zoning

SUBJECT: The Planning Commission granted a continuance of this item to their January 7th Meeting. The applicant requests that this item be heard at the January 28th BCC Meeting.

This application is a Text Amendment to LA TRA Policy 1.2.5 to establish a Transportation Improvement Area (TIA) and to stipulate certain conditions under which a subdivision development of greater than 100 homes may proceed.

AGENDA ITEM TYPE:

Planning Requirements:

Public Hearing Required (Yes/No):

**Yes**

Hearing Type: Comprehensive Plan Amendment Transmittal Hearing

Initiated By: Applicant

Ken Metcalf of Stearns Weaver Miller (Agent)

Greg Boree (Property Owner)

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Staff_Memo	Backup Material	11/1/2024	Staff_Report_-_COMP_24-0023_Watkinsada.pdf
▢ Draft_Text_Amendment	Backup Material	10/18/2024	Proposed_Text_Amendment_v1Origin.ADA.pdf
▢ Site_Map	Backup Material	10/18/2024	site_plan.ADA.pdf
▢ Additional_Background_Info	Backup Material	11/1/2024	Supporting_Rationale_wAttachmentsADA.pdf
▢ Draft Ordinance	Ordinance	11/1/2024	Draft_Ordinance_COMP_24-0023_WatkinsADA.pdf
▢ Continuance Request on COMP 24-0023	Backup Material	11/1/2024	Request_for_Continuance_of_11.5.2024_PZ_Hearing_on_COMP_24-0023ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	12/4/2024 - 4:11 PM	Item Pushed to Agenda



1  
2 **Staff Report Comprehensive Plan Text Amendment**  
3 **COMP 24-0003**  
4

5 **INTRODUCTION**

6 This application is a proposed text amendment to the LA TRA Policy 1.2.5 to plan for road  
7 improvements that would correct a purported safety hazard brought on by CR 209B being blocked  
8 by stopped trains.  
9

10 **ANALYSIS OF THE PROPOSED AMENDMENT**

11 The proposed changes are as follows:  
12

13 LA TRA Policy 1.2.5

14 Connectivity between adjacent developments shall more efficiently distribute traffic flow, provide  
15 for alternative access points, and increase public safety and traffic flow. The following principles  
16 and strategies shall apply to the planning, design and construction of the transportation network  
17 and future subdivisions within the geographic area encompassed by CR 209 to the west, CR 209B  
18 to the north, Peter Creek to the south and Black Creek to the east, referred to as the Transportation  
19 Improvement Area (TIA).  
20

21 1. The TIA is currently served by an inadequate transportation network comprised of two  
22 substandard roads, CR 209B and Watkins Road, both of which cross the CSX railroad and  
23 provide the only means of access to CR 209 for residents living in the TIA, east of the railroad.  
24 Railroad operations periodically block access at CR 209B, preventing residents and emergency  
25 services from ingress and egress to and from neighborhoods within the TIA. This occurs in  
26 part due to the lack of connectivity between the two roads. The TIA requires transportation  
27 network improvements to correct this public safety deficiency and achieve other benefits as set  
28 forth in the supporting data and analysis for this policy.  
29

30 2. This policy is intended to facilitate private sector funding for the remedial public safety  
31 transportation improvements specified above for the TIA Network. Clay County shall  
32 concurrently with adoption of this amended LA TRA Policy 1.2.5 either:  
33

34 (a) amend Figure 1, 2040 Traffic Circulation Map, in the Transportation Element to classify

35 each segment of the TIA Network as a Minor Collector, which shall allow for a subdivision  
36 within the TIA to exceed 100 lots, subject to the requirements of this amended LA TRA  
37 Policy 1.2.5; or

- 38 (b) otherwise by adoption of this amended LA TRA Policy 1.2.5 hereby authorizes,  
39 notwithstanding any land development code provision to the contrary regarding access  
40 requirements, approval of a subdivision with more than 100 lots within that portion of  
41 the TIA lying east of the CSX railroad, subject to the requirements of this amended LA TRA  
42 Policy 1.2.5.

- 43  
44 3. In order for a landowner to obtain approval of a subdivision of more than 100 lots within the  
45 TIA, the landowner shall enter into a binding agreement with Clay County to provide funding  
46 to Clay County sufficient for the County to acquire right-of-way, design, permit and construct  
47 improvements described in (a) and (b) below and for the participating landowner to design,  
48 permit and construct the improvement described in (c) below:

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50 (a) Reconstructing CR 209B from CR 209 to a point approximately ¼ mile east of CR 209  
51 (connection point) to meet Clay County standards for a two-lane, residential collector  
52 road or a minor collector road;  
53 (b) Reconstructing Watkins Road from CR 209 to a point approximately ¼ mile east of CR  
54 209 (connection point) to meet Clay County standards for a two-lane, residential collector  
55 road or minor collector road;  
56 (c) Constructing a two-lane, residential collector road (the “Spine Road”) connecting CR 209B  
57 to Watkins Road at the referenced connection points and which shall be designed to Clay  
58 County standards for a two-lane, residential collector road or minor collector road.

59  
60 In addition, the landowner shall file the required applications for subdivision approval and  
61 demonstrate compliance with all applicable development standards in effect on the adoption  
62 date of this amended LA TRA Policy 1.2.5. Any future subdivision within the TIA lying east of  
63 the CSX railroad shall include one or more local streets which connect to the TIA Network.  
64 Nothing in this amended LA TRA Policy 1.2.5 shall be construed to waive fire code standards,  
65 including emergency access requirements.

- 66  
67 4. In recognition of the coordination that must occur between Clay County and any participating  
68 landowner(s), the binding agreement shall specify the responsibilities of Clay County and the  
69 participating landowner(s). Clay County and the participating landowner(s) shall diligently  
70 pursue in good faith the execution of a binding agreement to implement the intent of this  
71 amended LA TRA Policy 1.5.2. Clay County shall agree pursuant to the binding agreement to:

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- (a) Work with the landowner to develop an estimate of the costs for the improvements specified in subsections (3)(a) and (3)(b) and to develop an implementation schedule;
- (b) Upon obtaining sufficient funding for right-of-way acquisition, expeditiously pursue right- of-way acquisition to obtain a minimum of eighty (80) feet of right-of-way for the roadway segments described in subsections 3(a) and 3(b) above;
- (c) Upon obtaining sufficient funding for design and permitting, coordinate with CSX railroad to design and permit the railroad crossings for CR 209B and Watkins Road, and design and permit the segments described in subsections 3(a) and 3(b) above;
- (d) Upon obtaining sufficient funding, construct the segments described in subsections 3(a) and 3(b) above as either a two-lane minor collector road or residential collector;
- (e) If Clay County does not acquire an eighty (80) foot right-of-way for the improvements described in subsection (3)(a) and (3)(b) within one year following execution of the binding agreement, Clay County shall work with the participating landowner(s) to design an acceptable cross-section to be permitted and constructed within the available right- of-way and the costs addressed in subsections 4(a)-4(d) shall be adjusted accordingly; and
- (f) Clay County shall permit the participating landowner(s) to proceed with an application and obtain approval for a subdivision for more than 100 lots, provided that the participating landowner has executed the binding agreement and constructs the Spine Road prior to commencing construction of the roadway network for a phase or phases cumulatively exceeding 100 lots. If Clay County does not acquire an eighty (80) foot right-of-way for the improvements described in subsection (3)(a) and (3)(b) within one year of execution of the binding agreement, Clay County shall work with the participating landowner(s) on the design of the Spine Road connection points to the CR-209B and Watkins Road segments within existing right-of-way. Notwithstanding the above, a participating landowner shall have the option to construct one or more subdivisions containing 100 or fewer lots at any time in accordance with current regulations.

The participating landowner(s) shall agree pursuant to the binding agreement to:

- (a) Work with Clay County to develop an estimate of the costs to implement subsections (3)(a) and (3)(b) and to develop an implementation schedule;
- (b) Coordinate with Clay County to reach agreement on an acceptable cross-section for the Spine Road, and construct the Spine Road prior to commencing construction of the roadway network for a phase or phases cumulatively exceeding 100 lots;
- (c) Provide funding installments in accordance with the implementation schedule to allow for the phased implementation for right-of-way acquisition, permitting, design and

108 construction of the road segments described in subsection (3)(a) and (3)(b); and  
109 (d) If Clay County does not acquire an eighty (80) foot right-of-way for the improvements  
110 described in subsection (3)(a) and (3)(b) within one year of execution of the binding  
111 agreement, the participating landowner(s) shall work with Clay County on the design of  
112 the Spine Road connection points to CR-209B and Watkins Road within existing right-  
113 of- way.

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115 The proposed amendment language is specific to a geographic location and more consistent with  
116 language found in a development agreement under the requirements of Chapter 163, F.S. With  
117 respect to amending the Future Traffic Circulation Map and the reclassification of roadways,  
118 Transportation Element Policy 1.1.2 states the following:

119  
120 TRA POLICY 1.1.2

121 The Future Traffic Circulation Map will be amended as necessary to show  
122 the revised status of any roadway either scheduled for new construction or  
123 reclassification during the current fiscal year pursuant to a programmed  
124 public improvement or pursuant to a local government land development  
125 agreement adopted pursuant to 163.3220, F.S.

126  
127 **RECOMMENDATION**  
128  
129 Staff recommends against the transmittal of the proposed amendment as presented in COMP 24-  
130 0023.

## LA TRA Policy 1.2.5

Connectivity between adjacent developments shall more efficiently distribute traffic flow, provide for alternative access points, and increase public safety and traffic flow. The following principles and strategies shall apply to the planning, design and construction of the transportation network and future subdivisions within the geographic area encompassed by CR 209 to the west, CR 209B to the north, Peter Creek to the south and Black Creek to the east, referred to as the Transportation Improvement Area (TIA).

1. The TIA is currently served by an inadequate transportation network comprised of two substandard roads, CR 209B and Watkins Road, both of which cross the CSX railroad and provide the only means of access to CR 209 for residents living in the TIA, east of the railroad. Railroad operations periodically block access at CR 209B, preventing residents and emergency services from ingress and egress to and from neighborhoods within the TIA. This occurs in part due to the lack of connectivity between the two roads. The TIA requires transportation network improvements to correct this public safety deficiency and achieve other benefits as set forth in the supporting data and analysis for this policy.
2. This policy is intended to facilitate private sector funding for the remedial public safety transportation improvements specified above for the TIA Network. Clay County shall concurrently with adoption of this amended LA TRA Policy 1.2.5 either:
  - (a) amend Figure 1, 2040 Traffic Circulation Map, in the Transportation Element to classify each segment of the TIA Network as a Minor Collector, which shall allow for a subdivision within the TIA to exceed 100 lots, subject to the requirements of this amended LA TRA Policy 1.2.5; or
  - (b) otherwise by adoption of this amended LA TRA Policy 1.2.5 hereby authorizes, notwithstanding any land development code provision to the contrary regarding access requirements, approval of a subdivision with more than 100 lots within that portion of the TIA lying east of the CSX railroad, subject to the requirements of this amended LA TRA Policy 1.2.5.
3. In order for a landowner to obtain approval of a subdivision of more than 100 lots within the TIA, the landowner shall enter into a binding agreement with Clay County to provide funding to Clay County sufficient for the County to acquire right-of-way, design, permit and construct improvements described in (a) and (b) below and for the participating landowner to design, permit and construct the improvement described in (c) below:
  - (a) Reconstructing CR 209B from CR 209 to a point approximately ¼ mile east of CR 209 (connection point) to meet Clay County standards for a two-lane, residential collector road or a minor collector road;
  - (b) Reconstructing Watkins Road from CR 209 to a point approximately ¼ mile east of CR 209 (connection point) to meet Clay County standards for a two-lane, residential collector road or minor collector road;
  - (c) Constructing a two-lane, residential collector road (the "Spine Road") connecting CR 209B to Watkins Road at the referenced connection points and which shall be designed to Clay County standards for a two-lane, residential collector road or minor collector road.



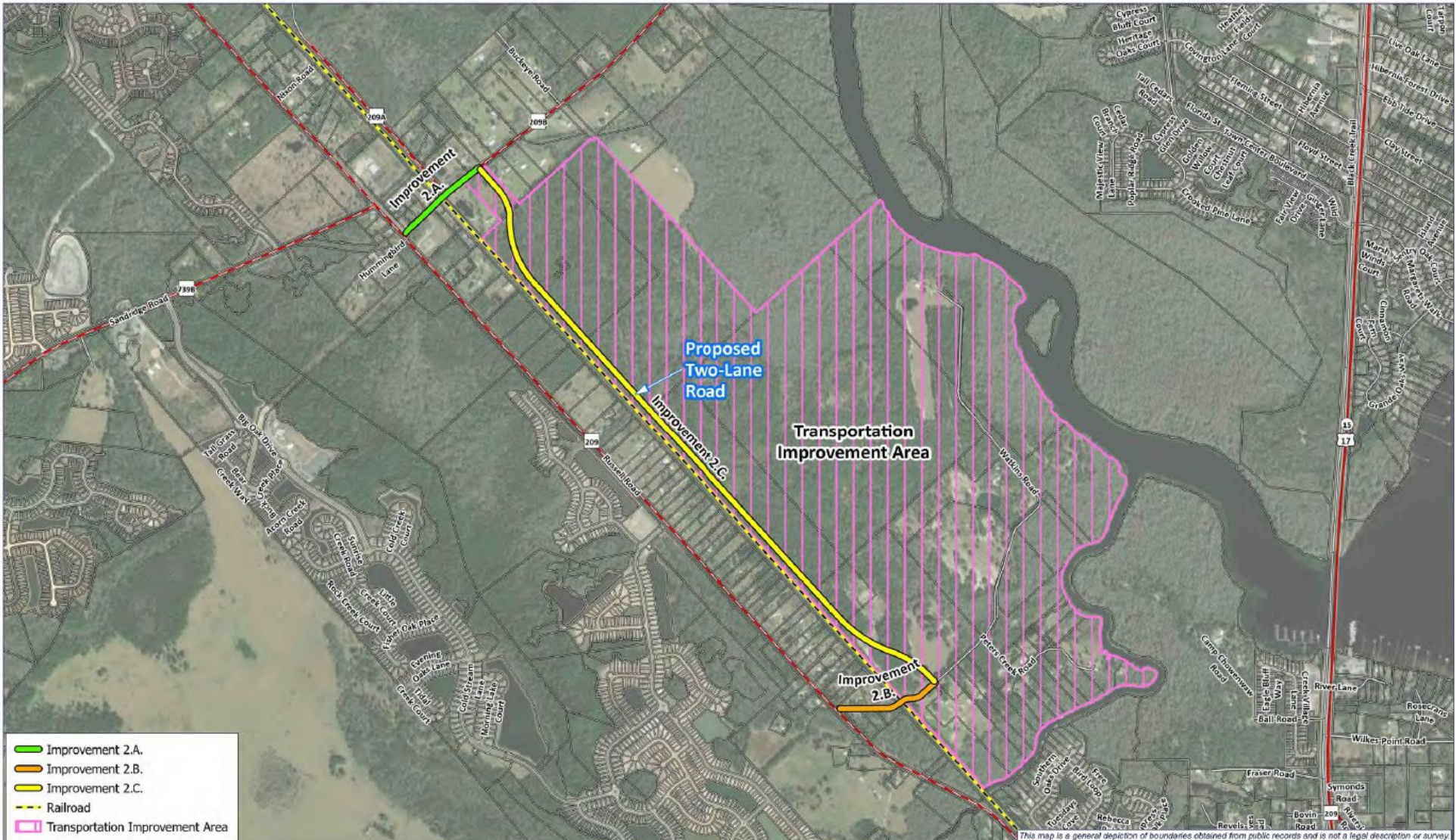
In addition, the landowner shall file the required applications for subdivision approval and demonstrate compliance with all applicable development standards in effect on the adoption date of this amended LA TRA Policy 1.2.5. Any future subdivision within the TIA lying east of the CSX railroad shall include one or more local streets which connect to the TIA Network. Nothing in this amended LA TRA Policy 1.2.5 shall be construed to waive fire code standards, including emergency access requirements.

4. In recognition of the coordination that must occur between Clay County and any participating landowner(s), the binding agreement shall specify the responsibilities of Clay County and the participating landowner(s). Clay County and the participating landowner(s) shall diligently pursue in good faith the execution of a binding agreement to implement the intent of this amended LA TRA Policy 1.5.2. Clay County shall agree pursuant to the binding agreement to:
  - (a) Work with the landowner to develop an estimate of the costs for the improvements specified in subsections (3)(a) and (3)(b) and to develop an implementation schedule;
  - (b) Upon obtaining sufficient funding for right-of-way acquisition, expeditiously pursue right-of-way acquisition to obtain a minimum of eighty (80) feet of right-of-way for the roadway segments described in subsections 3(a) and 3(b) above;
  - (c) Upon obtaining sufficient funding for design and permitting, coordinate with CSX railroad to design and permit the railroad crossings for CR 209B and Watkins Road, and design and permit the segments described in subsections 3(a) and 3(b) above;
  - (d) Upon obtaining sufficient funding, construct the segments described in subsections 3(a) and 3(b) above as either a two-lane minor collector road or residential collector;
  - (e) If Clay County does not acquire an eighty (80) foot right-of-way for the improvements described in subsection (3)(a) and (3)(b) within one year following execution of the binding agreement, Clay County shall work with the participating landowner(s) to design an acceptable cross-section to be permitted and constructed within the available right-of-way and the costs addressed in subsections 4(a)-4(d) shall be adjusted accordingly; and
  - (f) Clay County shall permit the participating landowner(s) to proceed with an application and obtain approval for a subdivision for more than 100 lots, provided that the participating landowner has executed the binding agreement and constructs the Spine Road prior to commencing construction of the roadway network for a phase or phases cumulatively exceeding 100 lots. If Clay County does not acquire an eighty (80) foot right-of-way for the improvements described in subsection (3)(a) and (3)(b) within one year of execution of the binding agreement, Clay County shall work with the participating landowner(s) on the design of the Spine Road connection points to the CR-209B and Watkins Road segments within existing right-of-way. Notwithstanding the above, a participating landowner shall have the option to construct one or more subdivisions containing 100 or fewer lots at any time in accordance with current regulations.

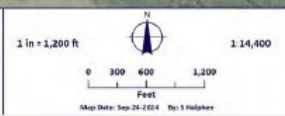
The participating landowner(s) shall agree pursuant to the binding agreement to:

- (a) Work with Clay County to develop an estimate of the costs to implement subsections (3)(a) and (3)(b) and to develop an implementation schedule;

- (b) Coordinate with Clay County to reach agreement on an acceptable cross-section for the Spine Road, and construct the Spine Road prior to commencing construction of the roadway network for a phase or phases cumulatively exceeding 100 lots;
- (c) Provide funding installments in accordance with the implementation schedule to allow for the phased implementation for right-of-way acquisition, permitting, design and construction of the road segments described in subsection (3)(a) and (3)(b); and
- (d) If Clay County does not acquire an eighty (80) foot right-of-way for the improvements described in subsection (3)(a) and (3)(b) within one year of execution of the binding agreement, the participating landowner(s) shall work with Clay County on the design of the Spine Road connection points to CR-209B and Watkins Road within existing right-of-way.



TITLE:  
**Attachment "1"**  
**Transportation Improvement Area**



PROJECT:  
**Boree Proposed Subdivisions**  
 Clay County, Florida

**STEARNS WEAVER MILLER**  
 MIAMI | FORT LAUDERDALE | TAMPA | TALLAHASSEE | CORAL GABLES

## Supporting Rationale/Analysis for Proposed Text Amendment

### **A. Summary of Proposed Amendment.**

The proposed Comprehensive Plan text amendment (“**Proposed Amendment**”) amends LA TRA Policy 1.2.5 to plan for road improvements that will correct an existing health and safety hazard, which occurs when CSX railroad operations periodically block the railroad crossing at CR 209B. During such events, existing residents living east of the railroad crossing do not have another route available for crossing the railroad tracks. In addition, emergency vehicles are blocked from accessing the neighborhood during blockages. The Proposed Amendment will correct this existing public health and safety concern by facilitating the construction of a two-lane road (the “**Spine Road**”) connecting from CR 209B to Watkins Road, east of the railroad. This will provide an alternative route for existing and future residents living east of the railroad (referenced as the Transportation Improvement Area), who will be able to cross the railroad using Watkins Road when CR 209B is blocked due to mechanical failures or railroad operations. The Proposed Amendment also requires that any landowner proposing to construct a subdivision with more than 100 lots east of the railroad tracks enter into a binding agreement with Clay County to provide sufficient funding for improvements to both CR 209B and Watkins Road. Specifically, CR 209B and Watkins Road would be improved to meet Clay County standards for a two-lane residential or two-lane collector road from their intersection with CR 209 east to where each road would intersect with the Spine Road, which would be a distance of roughly a quarter-mile. The proposed improvements are presented on the attached aerial (**Attachment “1”**). The Spine Road and portions of CR 209B and Watkins Road that are proposed for improvement are referenced as the TIA Network.

The Proposed Amendment (sub-policy 2) provides two options for classifying the TIA Network roads:

- (a) amend Figure 1, *2040 Traffic Circulation Map (Attachment “2”)*, in the Transportation Element to reclassify each segment of the TIA Network as a Minor Collector; or
- (b) if the first option is not selected, the default classification of Residential Collector would apply to the TIA Network based on Code Section 8-4(4)(b), which applies to external roads serving more than 50 lots.

Regardless of how the TIA Network is classified, proposed Sub-policy (4)(f) requires any landowner proposing to construct a subdivision with more than 100 lots to construct the Spine Road prior to commencing construction of the subdivision. Thus, the Proposed Amendment provides an incentive to facilitate private funding of the design, and construction of TIA Network in exchange for the ability to construct a subdivision with more than 100 lots.

### **B. Consistency with Comprehensive Plan.**

The Proposed Amendment prioritizes the planning, design and construction of the TIA Network to correct an existing public health and safety deficiency. The proposed improvements of the TIA Network are capital improvements since the value of the improvements exceed \$50,000,

even though the improvements will be funded by participating landowners within the TIA. Clay County will receive the benefit of major road improvements that will support larger subdivisions, while also correcting an existing deficiency. The Proposed Amendment is consistent with Capital Improvements Element Policy 1.1.3, which gives the highest priority to eliminating a health or safety hazard:

#### CIE Policy 1.1.3

All capital improvement projects shall be reviewed, for consideration by the Board of County Commissioners, for funding using the criteria listed below. Projects will be scheduled in each subsequent fiscal year up to the limit of available existing revenue sources. Ranking of public school facilities will be the responsibility of the School District. Criteria:

- 1) **Facility is required to eliminate health or safety hazard.** (emphasis added)
- 2) Facility is required to remedy existing capacity deficiency.
- 3) Impact of resulting increases in operating costs on Clay County General Operating Budget.
- 4) Consistency with the future land use element.
- 5) Facility is necessary to accommodate new development and redevelopment service demands.
- 6) Facility is consistent and compatible with the plans of state agencies, including the Florida Department of Transportation, and the St. Johns River Water Management District.

The Proposed Amendment is consistent with Section 163.3177(3)(a)4, Florida Statutes, which specifies that the capital improvements schedule may include privately funded projects. If the Proposed Amendment is adopted, Clay County has the option to include the projects in the capital improvement schedule, which may be updated through a local ordinance.

It is important to emphasize that the Proposed Amendment does not include or require any future land use map amendments and does not affect the density that may be developed on lands located within the TIA. Staff interprets Land Development Code Section 3-33B(C)(I)(13)(a)(ii)B to allow subdivisions with over 100 lots where:

- i) the proposed subdivision connects at two locations to the major thoroughfare network; or
- ii) the proposed subdivision includes one connection to the major thoroughfare network and one connection to a dashed line roadway.

This code provision as applied by Clay County does not prevent unrelated developers from each constructing a subdivision with 100 or fewer lots. The Proposed Amendment will allow for a preferable approach whereby a single subdivision may be developed with unified developer control in coordination with the improvement of the TIA Network rather than multiple, uncoordinated subdivisions by different developers that would require only a sub-grade, emergency access connection to Watkins Road. The incremental, uncoordinated approach would allow the same number of lots, but would not result in the TIA Network improvements to correct the existing public safety problem. The Proposed Amendment is consistent with Transportation

Element Policies 1.6.1 and 1.6.2, which recognize that privately proposed road improvements are appropriate to program to correct public safety hazards.

### **C. Florida Statutes and Recent Supreme Court Consideration**

Section 335.141, Florida Statutes, authorizes the Florida Department of Transportation to regulate limited aspects related to railroad crossings, but it does not authorize the Department to limit the frequency or duration of crossing blockages. Moreover, the U.S. Supreme Court declined to hear a case brought by the State of Ohio with support from 18 attorneys general from other states (not including Florida), which asserted that states and local governments have the right to regulate the frequency and duration of crossings. This was an appeal of an Ohio Supreme Court decision, which overturned a state law regulating blockages, concluding that federal law preempted states and local governments from regulating railroad crossing blockages. The brief (Attachment “3”) filed with the U.S. Supreme Court cites Ohio’s statute regulating blockages, which finds that blockages create significant public safety hazards, and it cites media accounts. In considering the appeal, the U.S. Supreme Court requested the U.S. Solicitor to file a brief, which was submitted and argued that federal law preempted state and local regulation of blockages.

While Section 351.034, Florida Statutes requires except in situations resulting from mechanical failures that “...any train or equipment that has come to a complete stop and is blocking a railroad-highway grade crossing must be cut, separated or moved to clear the crossing upon the approach of any emergency vehicle...” Based on the U.S. Solicitor brief and the U.S. Supreme Court decision to decline hearing the State of Ohio appeal, it is not clear that Florida’s statute is enforceable and, in any case, it does not include penalties for non-compliance. Moreover, it is unlikely that the Florida Legislature will adopt limitations on crossing blockages, and if it were to do so, it is very likely that it would be struck down by the courts based on the above case.

### **D. Federal Railroad Administration (FRA)**

The FRA established a webpage <http://www.fra.dot.gov/blockedcrossings> in 2019 that allows the public to report blockages. However, as FRA notes, it will only work if users report blockages, and it appears that blockages at CR 209B have not been reported. For example, CSX confirmed by email (**Attachment “4”**) that its Public Safety Center received calls indicating five blockages occurred at CR 209B through August of this year. FRA states the following on its website regarding public safety risks associated with crossing blockages:

Blocked crossings pose potential safety risks, specifically in locations where trains routinely hinder roadway and pedestrian movement for extended periods. Frustrated drivers may attempt to clear the crossing before a train arrives. Likewise, pedestrians may be tempted to crawl between stopped railcars. Further blocked crossings make people late for work, school and appointments, and contribute to roadway congestion.

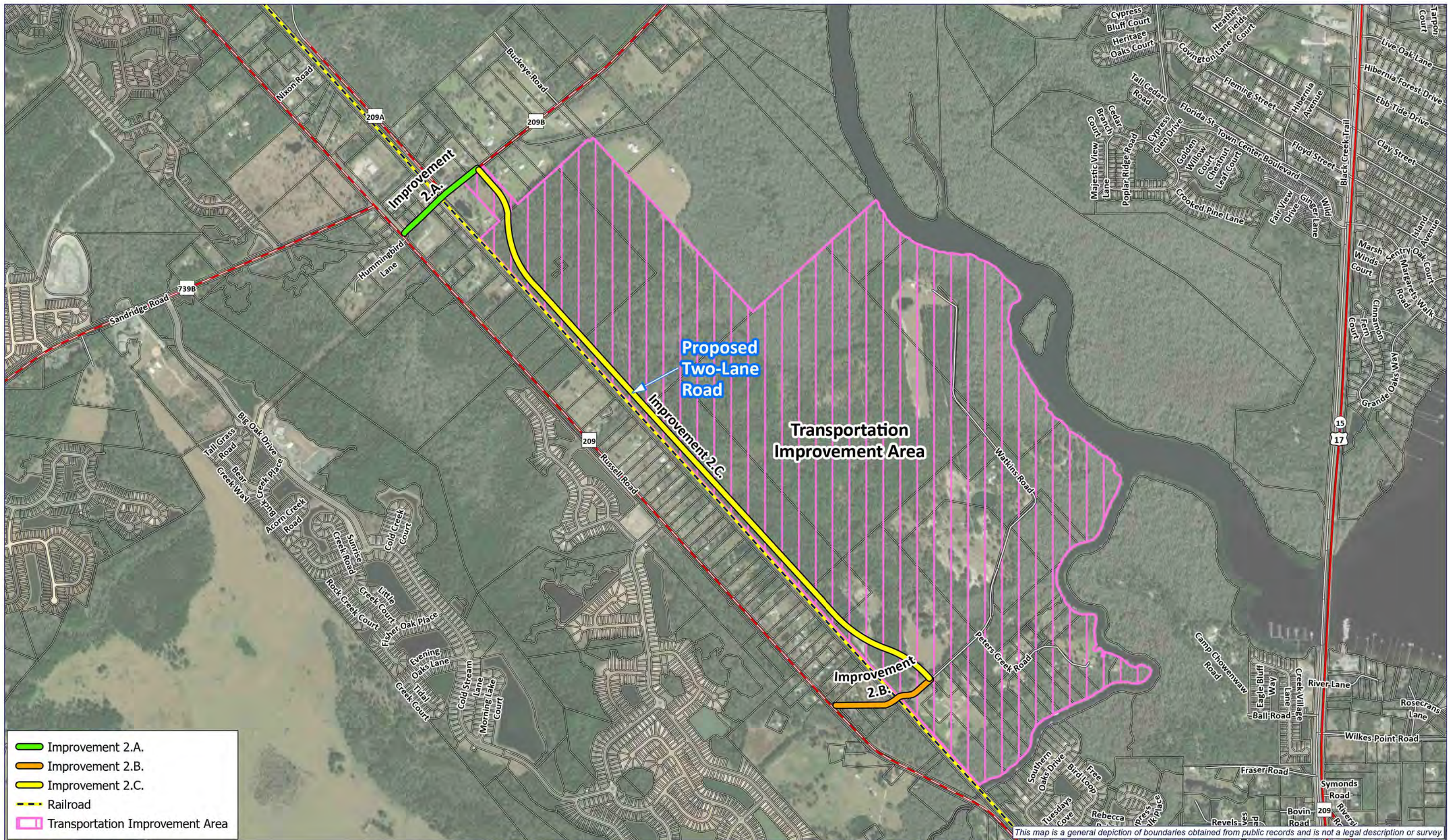
FRA’s Office of Railroad Safety published the attached Blocked Crossings Fact Sheet (**Attachment “5”**), which confirms that FRA has no regulatory authority and states:

Blocked crossings occur when stopped trains impede the flow of motor vehicles or pedestrian traffic at railroad tracks for extended periods of time. Blocked crossings pose potential safety risks: frustrated individuals may be tempted to crawl between stopped railcars, and blocked crossings can hinder emergency services' access to individuals and hospitals.

Media reports (**Composite Attachment "6"**) indicate that these public safety risks commonly occur as a result of train blockages, including reports of pedestrians crossing between railcars at CR 209B. **The briefs submitted to the U.S. Supreme Court cite loss of life attributed to crossing blockages. To resolve these serious safety concerns, FRA encourages local governments to work with railroads to develop appropriate solutions. Fortunately, blockages at CR 209B have not yet resulted in the worst-case outcomes reported at other locations around the country. The Proposed Amendment provides a proactive, reasonable and practical solution for Clay County.**

#### **E. Proposed TIA Network Improvements**

CR 209B and Watkins Road are separated by approximately 9,325 feet (1.76 miles). The average train is 1-1.25 miles in length. The Proposed Amendment provides an effective solution that will allow an alternative route to cross the railroad tracks via Watkins Road when a train blocks CR 209B. The proposed road improvements will also provide a bypass in situations where significant road work or a traffic accident has occurred between CR 209B and Watkins Road. The Proposed Amendment calls for a binding development agreement to secure the financial commitments for the improvements to CR 209B and Watkins Road and to address design and other implementation details. The Proposed Amendment specifies the responsibilities of Clay County and participating landowners in regard to planning, design, right-of-way acquisition and construction of the TIA Network road improvements.



This map is a general depiction of boundaries obtained from public records and is not a legal description or survey.

TITLE:  
**Attachment "1"**  
**Transportation Improvement Area**



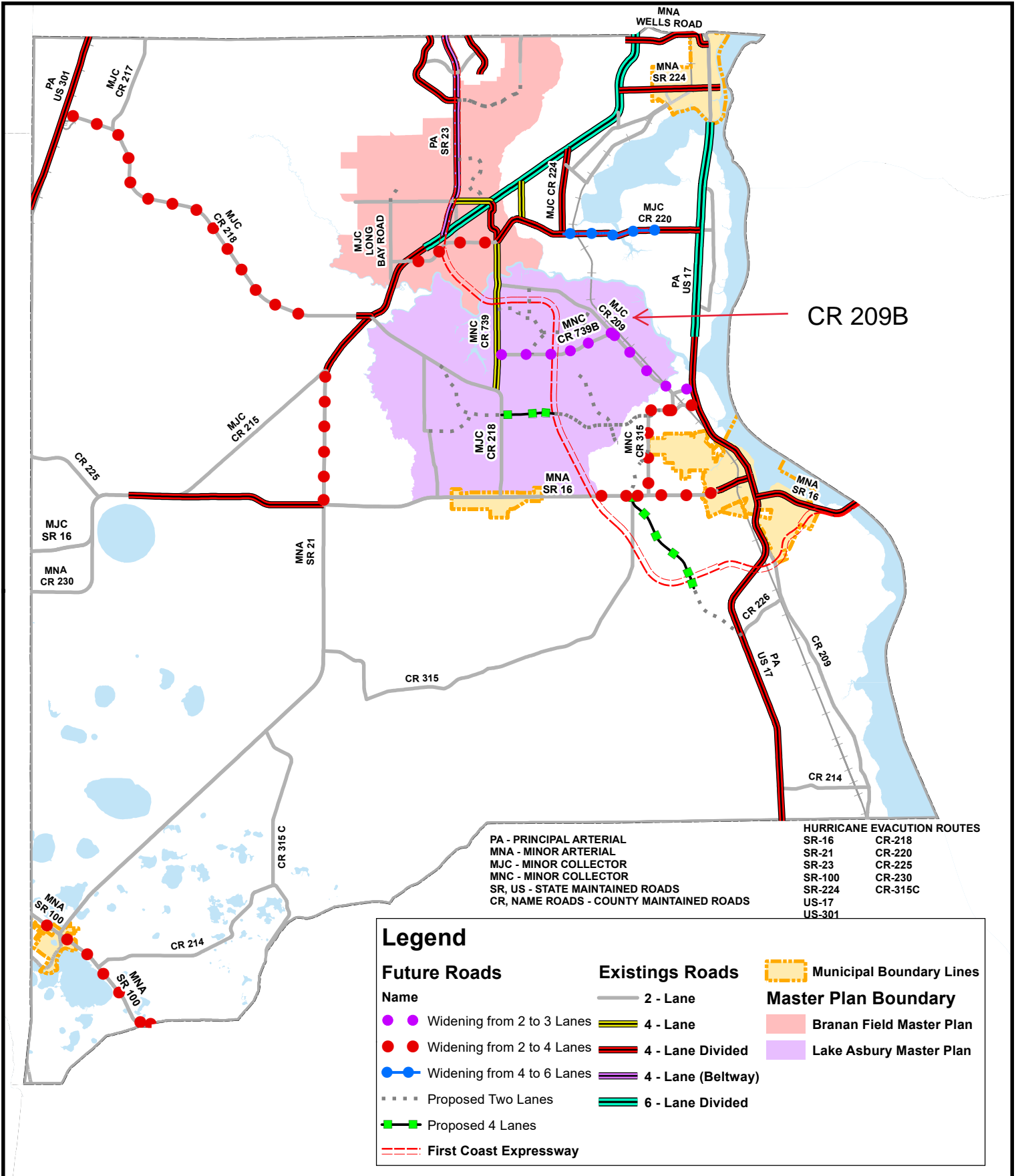
PROJECT:  
**Boree Proposed Subdivisions**  
 Clay County, Florida

**STEARNS WEAVER MILLER**

MIAMI | FORT LAUDERDALE | TAMPA | TALLAHASSEE | CORAL GABLES



# ATTACHMENT "2"



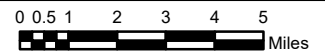
Comprehensive Plan

CLAY COUNTY  
FLORIDA



## 2040 Traffic Circulation Map

Source: Clay County Planning and Zoning (2017);  
GIS Department.



This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

Created By: GIS Department  
Date Saved: 9/20/2021

No. 22-459

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**In The  
Supreme Court of the United States**

—◆—  
STATE OF OHIO,

*Petitioner,*

v.

CSX TRANSPORTATION, INC.,

*Respondent.*

—◆—  
**On Petition For A Writ Of Certiorari  
To The Supreme Court Of Ohio**

—◆—  
**BRIEF OF AMICUS CURIAE  
OHIO PROSECUTING ATTORNEYS ASSOCIATION  
IN SUPPORT OF PETITIONER**

—◆—  
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Ohio Prosecuting Attorneys Association*

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**STATEMENT OF AMICUS INTEREST<sup>1</sup>**

Founded in 1937, the Ohio Prosecuting Attorneys Association (OPAA) is a private, non-profit trade organization that supports Ohio's eighty-eight elected county prosecutors. OPAA's mission is to assist prosecuting attorneys to pursue truth and justice as well as promote public safety. OPAA advocates for public policies that strengthen prosecuting attorneys' ability to secure justice for crime victims and sponsors continuing legal education programs that facilitate access to best practices in law enforcement and community safety.

In the course of promoting public safety, OPAA's members have a compelling interest protecting their traditional authority to investigate and combat violations of state laws designed for the protection of Ohio's citizens. Statutes that regulate stoppage time at grade crossings promote public safety, since they protect the public from the various dangers that arise when trains block roadway crossings. As such, finding that State laws that regulate the length of time that stopped trains may block roadways at grade crossings are preempted, as the Supreme Court of Ohio found here,

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<sup>1</sup> No counsel for any party authored any part of this brief, and no monetary contribution was made by any counsel or party intended to fund the preparation or submission of this brief. The OPAA notified all parties, through the parties' attorneys, of its intent to file this amicus brief more than ten days before its due date, and both parties have provided written consent for the filing of this amicus brief.

impedes OPAA's members' ability to ensure that Ohio's citizens are kept safe.

That is especially problematic when no federal laws or regulations address the length of time that a train may block a roadway crossing. States, such as Ohio, have historically filled that void by regulating stoppage times within their jurisdictions, and indeed, the States are best-situated to regulate stoppage times. Within their communities, OPAA's members are responsible for enforcing Ohio's law where no federal agency has acted to promote safety at railroad crossings.

As such, Amicus Curiae OPAA respectfully urges this Court to grant the petition for a writ of certiorari.



### **SUMMARY OF THE ARGUMENT**

Ohio has long regulated the length of time trains may stop in railroad crossings. The Ohio Supreme Court found in this case that Ohio's Blocked Crossing Statute is preempted either by the Interstate Commerce Commission Termination Act, 49 U.S.C. § 10501(b) ("The Termination Act"), or the Federal Railroad Safety Act, 49 U.S.C. § 20106(a)(2) ("The Safety Act"). *State v. CSX Transportation, Inc.*, 2022-Ohio-2832, 2022 Ohio LEXIS 1672. OPAA agrees with and incorporates the Petitioner, State of Ohio's argument as to why the Ohio Supreme Court's decision is wrong.



However, from OPAA's perspective, there are two particularly compelling reasons why this Court should grant the petition for a writ of certiorari. First, Ohio's Blocked Crossing Statute addresses an important issue of public safety. Blocked railroad crossings create a hazard for motorists and pedestrians as well as emergency responders. Simply put, citizens within the communities served by OPAA's members are better-served by regulations that limit the extent to which trains may block roadways. OPAA's interest is in ensuring that its members have a mechanism available to them by which these issues of public safety may be addressed.

Second, Ohio's statute regulates a safety issue that the federal government has not yet addressed. As such, were it not for Ohio's statute—and those enacted by other States—there would be no means for any jurisdiction to enforce limits on railroads' ability to block roadways. Those State statutes, then, do not seek to regulate where the federal government has already acted but instead, seek to fill a void. If those statutes are deemed preempted, OPAA and its members will lack any means to enforce safety around the thousands of railroad crossings in Ohio. For those reasons, this Court should grant the petition for a writ of certiorari.



## ARGUMENT

### I. State Statutes That Regulate Stoppage Times At Roadway Crossings Promote Public Safety.

Ohio has long prohibited stopped trains from blocking roads for extended periods. *Capelle v. Baltimore & Oh. R. Co.*, 136 Ohio St. 203, 207–08 (Ohio 1940). It does so now through the “Blocked Crossing Statute.” Ohio Rev. Code § 5589.21 (2022). The statute prohibits trains from blocking roads for “longer than five minutes.” *Id.* Ohio’s General Assembly made clear that the purpose of the statute was to promote public safety. The General Assembly stated its intent as follows:

The general assembly finds that the improper obstruction of railroad grade crossings by trains is a direct threat to the health, safety, and welfare of the citizens of this state inasmuch as improper obstructions create uniquely different local safety problems by preventing the timely movement of ambulances, the vehicles of law enforcement officers and firefighters, and official and unofficial vehicles transporting health care officials and professionals. It is the intent of the general assembly in amending sections 5589.21, 5589.24, and 5589.99 of the Revised Code that the health, safety, and welfare of the citizens of this state be enhanced through those amendments.

Ohio Rev. Code § 5589.20 (2022).

Most states have acted similarly and passed statutes regulating the length of time that a train may block a railroad crossing. See Federal Railroad Administration, *Compilation of State Laws and Regulations Affecting Highway-Rail Grade Crossings*, at 250–74 (7th ed. 2021), available at: <https://perma.cc/TJ2D-XFN8>.

Some of those address various safety issues more directly. For example, Florida requires a crew of a railroad train blocking a roadway to place a warning device to warn of the blockage, but it goes on to require that a train blocking a roadway must be cleared to make way for emergency vehicles when possible. Fla. Stat. Ann. §§ 351.03, 351.034 (West 2021). Illinois requires that railroads minimize the obstruction of emergency vehicles and when an obstruction occurs, to “immediately take any action, consistent with safe operating procedure, necessary to remove the obstruction.” 625 Ill. Comp. Stat. Ann. 5/18c-7402 (West 2021). Louisiana similarly requires that a train crew take immediate action to remove a train that is obstructing an emergency vehicle during a pending emergency. La. Stat. Ann. § 48:391 (2021). And North Dakota requires that if a train is blocking a roadway, it must “provide and keep in good order a suitable temporary way and crossing with adequate protection to enable travelers to avoid or pass such obstruction.” N.D. Cent. Code Ann. § 49-11-01 (West 2021).

The reason for this is simple: blocked crossings are a considerable public safety concern. The Federal Railroad Administration has concluded that “stopped

trains impede the flow of motor vehicle or pedestrian traffic at railroad tracks for extended periods of time.” Federal Railroad Administration, *Blocked Crossings Fast Facts* (Nov. 2021), available at <https://perma.cc/AJ9B-FBR3>. It also found that “frustrated individuals may be tempted to crawl between stopped railcars” to escape a blocked crossing. *Id.* Drivers “may take more risks,” and if they are “aware that trains routinely block a crossing for extended periods of time,” they may “driv[e] around lowered gates at a crossing or attempt[] to beat a train through a crossing without gates, in order to avoid a lengthy delay.” 84 Fed. Reg. 27832, 27832 (June 14, 2019). Moreover, “emergency response vehicles and first responders may be significantly delayed from responding to an incident or transporting patients to a hospital.” *Id.*

News reports are replete with examples of blocked crossings creating safety hazards. For example, in May 2018 in Chesapeake, Virginia, school students were videoed crossing a stopped train that was stopped for twenty-five to thirty minutes. Megan Shinn, *Video Shows Chesapeake Students Leave School Bus, Climb Over Stopped Train*, WVEC, May 2, 2018, available at: <https://www.13newsnow.com/article/news/local/mycity/chesapeake/video-shows-chesapeake-students-leave-school-bus-climb-over-stopped-train/291-548193750>. In Oklahoma, an emergency response to a person threatening suicide that should have taken one minute took twenty, since three crossings were blocked at the time. Shaun Courtney, *Rail Prevails as Long Trains Block First Responders at Crossings*, Bloomberg

Government, September 10, 2019, available at: <https://about.bgov.com/news/rail-prevails-as-long-trains-block-first-responders-at-crossings/>.

The situation is particularly troubling in Ohio. According to the Federal Railroad Administration, when it established a means for the public and law enforcement to report blocked grade crossings, it received a total of 25,374 reports between December 2019 and November 2021. Federal Railroad Administration, *Blocked Crossings Fast Facts* (Nov. 2021), available at <https://perma.cc/AJ9B-FBR3>. Of those, 5,174 (more than twenty percent) involved reported incidents in Ohio. *Id.* A report regarding Lake Township, Ohio described that railroads routinely use grade crossings “as a parking lot” for trains, with blockages lasting hours or even sometimes days. Debbie Rogers, *Worst in the country: Lake Twp. tops for blocked crossings*, Sentinel-Tribune (Mar. 10, 2022), available at: <https://perma.cc/6E9WNSU6>. The same report found that “[e]mergency vehicles often have to take a detour around” these blockages. *Id.*

In short, State regulations such as Ohio’s address an important safety issue, which—as Petitioner argues—is explicitly permitted by The Safety Act. (Pet. Br. at 5–6). The Safety Act does provide that “[l]aws, regulations, and orders related to railroad safety . . . shall be nationally uniform to the extent practicable” but it also permits state and local laws regulating safety. 49 U.S.C. § 20106(a)(1) (2022). The Safety Act’s savings clause states:

A State may adopt or continue in force a law, regulation, or order related to railroad safety or security until the Secretary of Transportation (with respect to railroad safety matters), or the Secretary of Homeland Security (with respect to railroad security matters), prescribes a regulation or issues an order covering the subject matter of the State requirement. A State may adopt or continue in force an additional or more stringent law, regulation, or order related to railroad safety or security when the law, regulation, or order—

- (A) is necessary to eliminate or reduce an essentially local safety or security hazard;
- (B) is not incompatible with a law, regulation, or order of the United States Government; and
- (C) does not unreasonably burden interstate commerce.

49 U.S.C. § 20106(a)(2) (2022).

As such, Ohio's statute addresses an important public safety concern, and should be permitted under The Safety Act. The OPAA respectfully requests that the Court grant the petition for a writ of certiorari to clarify Ohio's ability to ensure the safety of its citizens.

## **II. State Statutes Regulating Stoppage Times Should Be Permitted Where The Federal Government Has Not Acted To Protect Public Safety.**

That the federal government has not regulated blockages at roadway crossings makes only more appropriate that States such as Ohio have acted. As Petitioner has argued, States hold the police power to “enact legislation for the public good.” *Bond v. United States*, 572 U.S. 844, 854 (2014). This Court has acknowledged that the regulation of grade crossings “call[s] for a necessary adjustment of two conflicting interests—that of the public using the streets and that of the railroads” using the train tracks. *Erie R. Co. v. Bd. of Pub. Util. Comm’rs.*, 254 U.S. 394, 410 (1921). Usually, “the streets represent the more important interest of the two.” *Id.* Thus, this Court has held that the regulation of grade crossings is “within the police power of the States.” *Lehigh Valley R. Co. v. Bd. of Pub. Util. Comm’rs.*, 278 U.S. 24, 35 (1928); see also *Cincinnati, Indianapolis & W. Ry. Co. v. Connersville*, 218 U.S. 336, 343–44 (1910). As such, according to the Safety Act, Ohio may regulate stoppage time so long as the federal government has not “prescribe[d] a regulation or issue[d] an order covering the subject matter of the State requirement.” 49 U.S.C. § 20106(a)(2) (2022).

The federal government clearly has not done so here. Certainly, neither The Safety Act nor The Termination Act regulate stoppage time as the State regulations do. Congress certainly agreed, given that in the Fixing America’s Surface Transportation Act of 2015,

it tasked the Federal Railroad Administration with developing a plan to address “public safety risks posed by blocked highway-rail grade crossings due to idling trains.” Pub. L. No. 114-94, 129 Stat. 1312, § 11401(a) (Dec. 4, 2015).

For its part, the Federal Railroad Administration also has acknowledged that State regulations are an appropriate mechanism to address the void left by the lack of federal regulation. In his statement announcing the creation of a web portal to collect reports of blocked crossings, Administrator Ronald L. Batory stated, “Railroads, states and local jurisdictions are best positioned to address blocked highway-rail grade crossings and I’ve asked them to work together to minimize unwanted impacts.” Federal Railroad Administration, *Federal Railroad Administration Launches Web Portal for Public to Report Blocked Railroad Crossings* (Dec. 20, 2019), available at: <https://railroads.dot.gov/newsroom/press-releases/federal-railroad-administration-launches-web-portal-public-report-blocked-0>. The Administration has also noted that “Communities have long dealt with the issue of blocked crossings, and any regulations regarding blocked crossings are at the state or local level.” Federal Railroad Administration, *Blocked Crossings Fast Facts* (Nov. 2021), available at <https://perma.cc/AJ9B-FBR3>.

At present, then, the only mechanism available to address the thousands of blocked crossings occurring in Ohio is OPAA’s members’ enforcement of the Blocked Crossing Statute. In other words, when the Ohio Supreme Court and other courts have found that



such statutes are preempted, they leave those communities most affected by the dangers associated with railroad crossings with no means to minimize the risks that they pose. As a part of their mission, and given the lack of any alternative, OPAA's members seek only the ability to ensure the safety of the members of their communities through enforcement of the Blocked Crossing Statute.

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◆

### CONCLUSION

For the foregoing reasons, Amicus Curiae Ohio Prosecuting Attorneys Association respectfully requests that this Court grant the petition for a writ of certiorari.

Respectfully submitted,

MICHAEL T. GMOSE<sup>R</sup>\*

*\*Counsel of Record*

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*Counsel for Amicus Curiae  
Ohio Prosecuting Attorneys Association*

# ATTACHMENT "4"

**From:** "Padgett, Darrell Jr." <Darrell\_Padgett@csx.com>  
**Date:** Friday, August 16, 2024 at 10:05 AM  
**To:** Greg Boree <Gboree@woodlandcapital.org>  
**Subject:** CR 209B (DOT#620919U)

Good morning Greg.

Below is the data from the crossing in question. For YTD 2024, it looks like our Public Safety Center has received six calls in regards to CR209B being blocked. None since 5/18.

Tanya Joson provided this data and is a good contact for any info you might need in the future. Tanya is a Fleming Island resident, so she is familiar with the area.

Tanya Joson  
Email: Tanya\_Joson@csx.com  
Public Safety Analyst, Infrastructure Protection

CSX Transportation  
T: 904.366.4730 | M: 386.227.0436  
500 Water Street, J275, Jacksonville, FL 32202

---

incident_state	incident_city	IncidentType	IncidentSubtype	incident
FL	GREEN COVE SPGS	Interruption of Service	Blocked Crossing	Blocked crossing- M21018, Teams message sent to J hours, CTD advised M21018 met P05317 at Solite, th pulling now.
FL	GREEN COVE SPRINGS	Interruption of Service	Blocked Crossing	Blocked Crossing-15 min. According to Maps P05218 At 1850 hours, crossing still blocked. Teams message Charles, Cory R63618 meeting P05218 - should be p

FL	GREEN COVE SPRINGS	Interruption of Service	Blocked Crossing	Blocked Crossings - Historic or Chronic: Notification chronically blocked :: Reoccurring issue! Very dangerous way in and no other way out. If there was an emergency could not get in or out! This is unacceptable! This is frequently and is causing children to be late for school understand that there are two tracks here, and it is a pass, but these Engineers need to know how long the it takes them to stop!!! They should not be blocking
FL	GREEN COVE SPRINGS	Interruption of Service	Blocked Crossing	Blocked Crossing - Jacksonville Chief Train Dispatcher advised Train M20808 was now leaving the area.
FL	GREEN COVE SPRINGS	Interruption of Service	Blocked Crossing	Blocked Crossings - Historic or Chronic: Notification chronically blocked :: Train blocking tracks ( this is the we can't get home!!!!)
FL	GREEN COVE SPRINGS	Interruption of Service	Blocked Crossing	Blocked Crossings - Historic or Chronic: Notification chronically blocked :: The crossing is blocked once again hazardous and highly inconvenient! Our children are What would we do if we had an emergency? This is

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## ATTACHMENT "5"

**From:** "Padgett, Darrell Jr." <[Darrell\\_Padgett@csx.com](mailto:Darrell_Padgett@csx.com)>

**Date:** Friday, August 16, 2024 at 10:05 AM

**To:** Greg Boree <[Gboree@woodlandcapital.org](mailto:Gboree@woodlandcapital.org)>

**Subject:** CR 209B (DOT#620919U)

Good morning Greg.

Below is the data from the crossing in question. For YTD 2024, it looks like our Public Safety Center has received six calls in regards to CR209B being blocked. None since 5/18.

Tanya Joson provided this data and is a good contact for any info you might need in the future. Tanya is a Fleming Island resident, so she is familiar with the area.

Tanya Joson  
 Email: [Tanya\\_Joson@csx.com](mailto:Tanya_Joson@csx.com)  
 Public Safety Analyst, Infrastructure Protection  
 CSX Transportation  
 T: 904.366.4730 | M: 386.227.0436  
 500 Water Street, J275, Jacksonville, FL 32202

incident state	Incident city	Incident Type	Incident Subtype	incident	approval_ ts
FL	GREEN COVE SPGS	Interruption of Service	Blocked Crossing	Blocked crossing- M21018, Teams message sent to Jacksonville CTD. At 0740 hours, CTD advised M21018 met P05317 at Solite, they just got the light, pulling now.	5/18/2024 7:41
FL	GREEN COVE SPRINGS	Interruption of Service	Blocked Crossing	Blocked Crossing-15 min. According to Maps P05218 5 miles out. Train meet. At 1850 hours, crossing still blocked. Teams message sent. (MS) [6:52 PM] Charles, Cory R63618 meeting P05218 - should be pulling in 20mins	3/18/2024 18:59
FL	GREEN COVE SPRINGS	Interruption of Service	Blocked Crossing	Blocked Crossings - Historic or Chronic: Notification of crossings historically or chronically blocked :: Reoccurring issue! Very dangerous! There is no other way in and no other way out. If there was an emergency, rescue vehicles could not get in or out! This is unacceptable! This is happening more frequently and is causing children to be late for school and appointments! I understand that there are two tracks here, and it is necessary for trains to pass, but these Engineers	3/8/2024 8:01

				need to know how long their train is and how long it takes them to stop!!! They should not be blocking roadways!	
FL	GREEN COVE SPRINGS	Interruption of Service	Blocked Crossing	Blocked Crossing - Jacksonville Chief Train Dispatcher notified via TEAMS and advised Train M20808 was now leaving the area.	3/8/2024 8:00
FL	GREEN COVE SPRINGS	Interruption of Service	Blocked Crossing	Blocked Crossings - Historic or Chronic: Notification of crossings historically or chronically blocked :: Train blocking tracks ( this is the second time this week we can't get home!!!!)	1/16/2024 19:01
FL	GREEN COVE SPRINGS	Interruption of Service	Blocked Crossing	Blocked Crossings - Historic or Chronic: Notification of crossings historically or chronically blocked :: The crossing is blocked once again! This is extremely hazardous and highly inconvenient! Our children are late for school again. What would we do if we had an emergency? This is unacceptable!	1/11/2024 14:43

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By **Kevin Clark, Action News Jax**  
February 06, 2018 at 8:41 am EST

By **Kevin Clark,**  
**Action News Jax**

February 06, 2018 at

8:41 am EST

### **EMPLOYEE: [CSX cuts creating longer trains, delays for neighbors](#)**

Scheduled work on the railroad crossing at County Road 209B in Clay County will block more than 80 families from getting out of their neighborhood, neighbors tell **Action News Jax.**

**CSX** is expected to make upgrades to the crossing Tuesday and Wednesday, from 8 a.m. to 6 p.m.

Neighbors say CSX usually provides an alternative route during construction, but this time they don't have that option.

"Tomorrow it will feel like I'm being kept from my own home or in my own home," said Deborah Callicott.

Callicott said she has health issues that make walking difficult, and her daughter has two doctor appointments Tuesday.

She said a CSX crew employee told her she could park and walk. "I pulled up her handicapped parking plaque," she said. "I said, 'she can't walk like that.'"

The railway said in a statement which reads: "CSX invests heavily in infrastructure maintenance and upgrades to ensure the safe, reliable movement of trains, and the safety of our employees and the communities in which we operate.

CSX has been working closely with Clay County officials to schedule temporary road closures, including County Road 209B near Russell Road, that will enable CSX crews to replace crossties and repave the asphalt to provide a safe, smooth surface for drivers.

### **STORY: [CSX trains making Baldwin students late for school](#)**

Information about the crossing closures have been posted on the Clay County website since January 18, 2018.

Last week, CSX posted message boards at CR 209B to remind local residents of the work that is scheduled to begin Wednesday.

CSX has developed a work schedule that enables residents of adjacent neighborhoods to cross the tracks during peak travel times on CR 209B in the morning and evening. CSX has also coordinated with local first responders to position emergency services.

The crossing at CR 209B will be closed from approximately 8 a.m. to 6 p.m. on Tuesday, Feb. 6 and from approximately 8 a.m. to 6 p.m. on Wednesday, Feb. 7.



**Passengers describe bloody scene of Amtrak, CSX train collision** Passengers describe bloody scene of Amtrak, CSX train collision

CSX added: "We understand this may be inconvenient and we appreciate the public's patience while we complete this work, which is critical to ensuring the safety of motorists using these crossings and a safe, reliable freight rail network."

A Clay County Fire Rescue official said they will have an ambulance and fire truck inside the tracks and will disrupt the work if there's a catastrophic event.

*Cox Media Group*



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trains moving efficiently through this area with the goal of minimizing impacts to communities like Russell Landing and improving service to our freight customers. Two additional factors prevented us from achieving our goal on Monday: there is an ongoing maintenance project that is limiting train movements in the area, and passenger trains, which must be given priority to move before freight trains, also were present. We will continue working through our operational plan to keep trains moving efficiently and we will work to keep an open line of communication with the community," CSX said in the statement.

"What's next?" Action News Jax's Erica Bennett asked homeowner Matt Hansknecht.

"I keep calling you. That's about it. I don't know. Until somebody has a heart attack out here and has a real 911 emergency, nothing's going to happen," he said.

The Clay County Sheriff's Office said if a citizen calls its non-emergency number about the train, a deputy can come help direct traffic.

When asked why no one responded on Monday night, the Sheriff's Office says records show they never got a call.

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Drivers have to travel over the tracks to get in or out of the neighborhood; there's no other way.

That's why neighbors posted two signs on either side of the track saying, "Prisoners of CSX."

Victoria Rogerson said she needed to get home to take her medication.

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*Stranded neighbors climbed through cars of stopped [#CSX](#) train Thursday night. CSX says it was a mechanical issue with the brakes, but that's not what neighbors say CSX told them. I'm live at 5:30 on CBS47 [@ActionNewsJax](#) [pic.twitter.com/bPqTx41nLL](#)*

*— Jenna Bourne (@jennabourneWTSP) [May 11, 2018](#)*

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**Story: [CSX railroad crossing upgrades will trap people in their neighborhood](#)**

"I felt captured in here. I felt like a prisoner and I wanted out," Rogerson said.

Neighbor Randy Gillis didn't wait around for the train to move.

"We actually climbed between the two cars and someone on this side picked us up and took us to our house," Gillis said.

A CSX spokesperson said the train had a mechanical issue with the brakes on the rear locomotive.

It's a different story from what multiple neighbors said they were told when they called the CSX emergency line.

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*"I felt captured in here. I felt like a prisoner and I wanted out." How [#CSX](#) is responding the day after a stopped train stranded neighbors AGAIN in [#GreenCoveSprings](#) [pic.twitter.com/AJHDODwJk6](#)*

— Jenna Bourne (@jennabourneWTSP) [May 11, 2018](#)

**Story: [JSO citations for CSX trains blocking roads spiked in 2017](#)**

“They said that the engine was on fire,” Rogerson said.

Gillis said CSX told him the same thing.

Action News Jax has asked CSX twice why neighbors say they were told it was an engine fire. We’re still waiting for a response.

Action News Jax has been out to that same neighborhood multiple times to report on stopped trains.

In February, we reported the tracks were closed for two days for upgrades.

**Story: [Message from Jacksonville CSX dispatchers may have stopped fatal train crash](#)**

*“We actually climbed between the 2 cars & someone on this side picked us up & took us to our house.” A [#CSX](#) train stopped on these tracks, blocking a local street AGAIN. Why CSX says their track record is getting BETTER at 5:30 on CBS47 [@ActionNewsJax](#) [pic.twitter.com/KJPBQKwrWr](https://pic.twitter.com/KJPBQKwrWr)*

— Jenna Bourne (@jennabourneWTSP) [May 11, 2018](#)

CSX said this blockage was different from past ones in the neighborhood: Not an operational issue, but a mechanical one.

The company’s data shows it’s at near-record high levels of performance for how quickly its trains move and how infrequently they stop.

Gillis said there have been fewer stopped trains in his neighborhood lately.

“I would have to agree with that, since the management change and the restructuring of CSX,” Gillis said.

Rogerson said she’s had enough.

“I don’t ever want to drive into this neighborhood again. I don’t feel safe,” she said.

**Story: [Man says CSX train blocking U.S. 90 in Baldwin added 20 minutes to his ambulance ride](#)**

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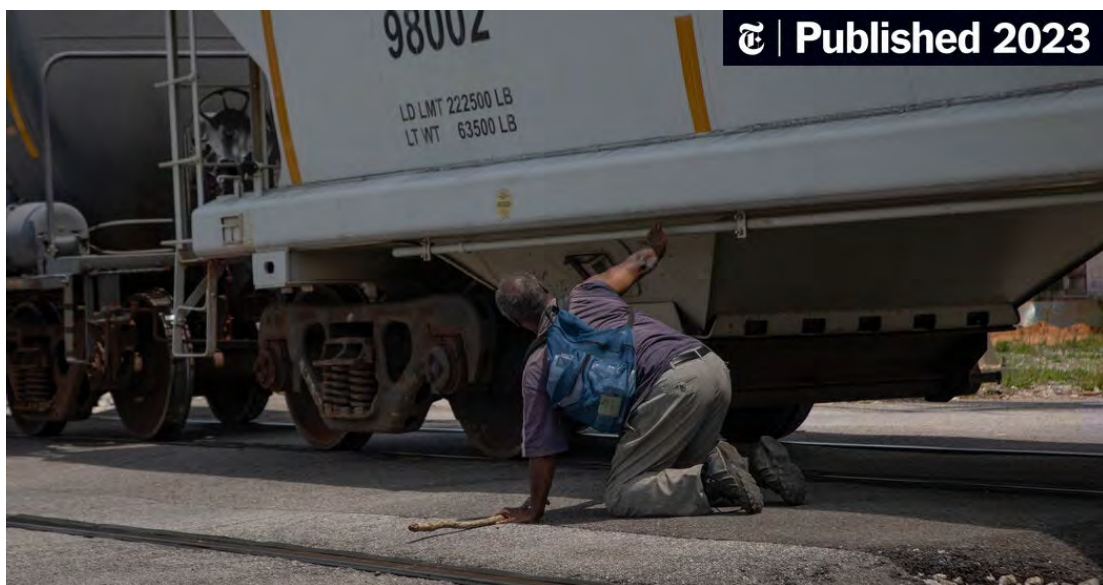
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## Blocked Rail Crossings Snarl Towns, but Congress Won't Act

Peter Eavis, Mark Walker, Niraj Chokshi :: 7/11/2023



Freight trains are blocking roads more often as railroads run longer trains. Credit...Charity Rachele for The New York Times

- July 11, 2023

Freight trains frequently stop and block the roads of York, Ala., sometimes cutting off two neighborhoods for hours. Emergency services and health care workers can't get in, and those trapped inside can't get out.

"People's livelihoods are in jeopardy because they can't get to work on time," said Amanda Brassfield, who has lived in one of the neighborhoods, Grant City, for 32 years and raised two daughters there. "It's not fair."

Residents have voiced these complaints for years to Norfolk Southern, which owns the tracks, and to regulators and members of Congress. But the problem has only gotten worse.

Freight trains frequently block roads nationwide, a phenomenon that local officials say has grown steadily worse in the last decade as railroads run longer trains and leave them parked on tracks at crossings. The blockages can turn [school drop-offs](#) into nightmares, starve local businesses of customers and [prevent emergency services](#) from reaching those in distress.

The problem has persisted despite numerous federal, state and local proposals and laws because the freight rail industry wields enormous political and legal power.

Courts have thrown out several state laws seeking to punish rail companies for blocking traffic, ruling that only the federal government can regulate railway crossings. No federal laws or rules penalize railways for blocking crossings, and congressional proposals to address the issue have failed to overcome opposition from the rail industry.

Image



Residents of York, Ala., gathered to discuss blockages on tracks owned by Norfolk Southern. Credit... Charity Rachele for The New York Times

Image



York's population is mostly Black, which some residents said might explain why freight trains often blocked its roads. Credit... Charity Rachele for The New York Times

A [bipartisan bill](#) that was introduced in Congress in March, after a Norfolk Southern train [derailed in East Palestine, Ohio](#), called for regulators to issue rules for trains carrying hazardous materials that would “reduce or eliminate blocked crossings.”

But that provision was stripped before the Senate commerce committee [advanced](#) the bill in May. The legislation, which awaits a vote by the full Senate, now would require only a National Academy of Sciences study on blocked crossings.

Rail lobbyists had argued that the provision was unrelated to the issues raised by the Ohio accident and pressed sympathetic senators to remove it, according to four people familiar with the negotiations over the bill.

Speaking on the day of the committee vote, Senator John Thune of South Dakota, the No. 2 Republican in the Senate and a former rail lobbyist, criticized the blocked crossing provision. "This bill should have been about safety reforms relevant to the derailment in East Palestine, but now it's been expanded to a stalking horse for onerous regulatory mandates and union giveaways," he said.

Senators who supported the provision agreed to take it out to gain more Republican support and bolster the bill's chances, the four people said.

The freight rail industry is dominated by four U.S. companies — Norfolk Southern, Union Pacific, CSX and BNSF — and two Canadian ones, Canadian Pacific Kansas City and Canadian National. The U.S. railroads and the Association of American Railroads, a trade group, have spent about \$454 million on federal lobbying over the past two decades, according to a New York Times analysis of federal lobbying disclosures. That is about \$30 million more than the four largest airlines and their trade group.

Mr. Thune has received about \$341,000 in campaign contributions since 2010 from railroad employees and political action committees, according to an analysis by OpenSecrets, which tracks money in politics. He served as the railroad director for South Dakota from 1991 to 1993 and worked as a lobbyist for several companies including the Dakota, Minnesota and Eastern Railroad for two years after a failed Senate bid in 2002, according to disclosure forms.

The senator declined to comment.

Image



Roads being blocked have persisted despite numerous federal, state and local proposals and laws Credit...Charity Rachele for The

The Senate's unwillingness to take on the rail industry was not surprising to Daniel Lipinski, a former House Democrat from Illinois.

In 2020, he introduced [a bill](#) that would have placed limits on how long rail companies could block crossings, and levied penalties for trains that exceeded those limits. The idea made it into a [House infrastructure bill](#). But the Senate removed the provision after the Association of American Railroads said it would "lead to unintended consequences, including network congestion and reductions in service."

"The state or local governments can't do anything," said Mr. Lipinski, now a consultant and a fellow at the University of Dallas and the Hoover Institution at Stanford University. "The federal government is not doing anything about the crossings, and that's the way the railroads would like to keep it."

The infrastructure law, which passed in 2021, did provide [grants for "railroad crossing elimination" projects](#), primarily to put roads under or over tracks. Local officials said those grants would fix only a small number of crossings that freight trains frequently blocked.

There is no thorough accounting of how often trains block the country's more than 200,000 rail crossings. People can make reports [to a website maintained by the Federal Railroad Administration](#). There were 30,803 reports last year, up from 21,648 in 2021.

Texas, Ohio and Illinois had the most incidents. Some blockages may be reported more than once, but local officials contend that the database greatly undercounts blockages. York residents say they typically don't report blocked crossings.

Image



"They have no incentive" to make a change regarding train blockages, said Willie Lake, York's mayor. Credit...Charity Rachele for The New York Times



Image



"People's livelihoods are in jeopardy because they can't get to work on time," said Amanda Brassfield, a York resident. Credit...Charity Rachelle for The New York Times

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In a response to questions, the Association of American Railroads attributed blocked crossings to local governments, which, it said, had routed roads across railway tracks rather than over or under them, an approach that other industrialized countries had taken.

John Gray, a senior vice president at the association, said in a statement that railroads had taken steps to reduce the impact of blocked crossings. "The real solution is not a question of technology or operational practices by either the railroad or public agencies," Mr. Gray said. "It is a public infrastructure investment similar to what has taken place in the rest of the developed world for more than a century and a half."

Local officials and some railway employees said that explanation was self-serving. They link the rise in blocked crossings to a pursuit of bigger profits — Union Pacific, BNSF, CSX and Norfolk Southern have made \$96 billion in profits in the last five years, 13 percent more than in the previous five years. The big railroads' profit margins significantly exceed those of companies in most other industries.

In search of greater efficiency, railroads have been running longer trains. As a result, when those trains are moved, assembled and switched at rail yards, they often spill over into nearby neighborhoods, blocking roads, local officials and workers said.

Crews have a better sense of the space that shorter trains take up, said Randy Fannon Jr., a national vice president of the Brotherhood of Locomotive Engineers and Trainmen union, who also oversees its safety task force. Longer trains are more difficult to maneuver on single-track railroads. Such railroads have sections of track, or sidings, where

trains can pull aside to allow other trains to pass, but those sections are not big enough for very long trains, Mr. Fannon said.

“If you’ve got two 5,000-foot trains or one 10,000-foot train, you cut your locomotive use in half and your train crew in half,” he said. “That’s all this is about — profit.”

Image



Blockages in York can last hours.Credit...Charity Rachelle for The New York Times

In York, trains stop and block roads when they use a siding that runs through the town. Residents say the company could move the siding into the surrounding countryside. The railroad association has listed [new sidings as a way to tackle blocked crossings](#) in its own materials.

“They have no incentive” to make that change, said Willie Lake, York’s mayor and a former federal bank regulator.

Connor Spielmaker, a Norfolk Southern spokesman, said in a statement that the company had worked with York to reduce the disruptions. When asked whether Norfolk Southern could move the siding, he declined to comment, except to say the company already uses sidings outside the town and had created a position to work on problems like blocked crossings.

“The only way to eliminate stopping at a railroad crossing is to eliminate the crossing itself,” Mr. Spielmaker said. He noted that Norfolk Southern wrote a letter in February to the Transportation Department in support of a federal grant application by York to build an overpass and said it would collaborate with York on future grant applications.

In June, York learned that its applications for two federal grants had been rejected. “It’s a punch in the gut,” Mr. Lake said.

Officials at the Department of Transportation and the Federal Railroad Administration, one of the department’s agencies, declined to say whether they could issue rules penalizing railroads for blocking crossings. A spokesman for the railroad administration, Dan Griffin, said the railroads should fix the issue without being required to.

“The duration and prevalence of blocked railroad crossings are the result of a rail company’s operating practices,” he said in a statement.

The blockages are unrelenting in York — and sometimes extreme.

On a sweltering election day in June 2022, a train blockage lasted more than 10 hours, forcing many people, some old and ill, to shelter in an arts center.

Carolyn Turner, 51, said stopped trains had trapped her in her neighborhood several times, making her late for dialysis appointments 30 miles away and causing great stress. “I like to go there and get back and help out with my grandbabies,” she said.

Image



The four major U.S. freight railroads and the Association of American Railroads have spent about \$454 million on federal lobbying over decades. Credit...Charity Rachelle for The New York Times

Image



Tracks running through York. Officials at the Transportation Department and the Federal Railroad Administration declined to say whether issue rules penalizing railroads for blocking crossings. Credit...Charity Rachele for The New York Times

The town's population is mostly Black, and some residents said that might explain why its rail crossings were often blocked.

"If you really want to see them squirm, tell them: 'How many white people's communities do you do this in?'" Jessie V. Brown, an Army veteran, said about Norfolk Southern executives. The company declined to respond to Ms. Brown's statement.

Some officials are pinning their hopes on the Supreme Court.

At least [37 states have laws regulating blocked crossings](#), some more than a century old, and courts have overturned several of them. Ohio, Indiana, Alabama and [other states](#) have asked the Supreme Court to affirm that they may set limits on blocked crossings. The court could decide this fall whether it will hear the case.

Kitty Bennett contributed research.

The comments section is closed. To submit a letter to the editor for publication, write to [letters@nytimes.com](mailto:letters@nytimes.com).

# Miles-long trains are blocking first responders when every minute counts

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 [washingtonpost.com/nation/interactive/2023/long-trains-block-intersections-paramedics](https://www.washingtonpost.com/nation/interactive/2023/long-trains-block-intersections-paramedics)

Andrea Salcedo, Luz Lazo, Lee Powell

**Nationwide, longer and longer trains are obstructing rural intersections, preventing paramedics from getting to emergencies, including a baby who died after his mom waited and waited.**

---

By Andrea Salcedo,  
Luz Lazo and  
Lee Powell  
May 25 at 7:05 a.m.



LEGGETT, Tex. — A man suffered a stroke but a stopped train blocked paramedics from reaching him for over an hour. A senior in a nearby retirement community missed his oncologist appointment because another train obstructed that same intersection. A fire crew could not get to a house engulfed in flames until another train eventually cleared the crossing.

For decades, those living along Glover Road in Leggett, Tex. — a rural community with fewer than 150 residents about 80 miles from Houston — wrote letters, sent emails and called authorities pleading that trains stop blocking the neighborhood’s sole point of entry and exit for hours. Some residents and a county judgesent letters addressed to the railroad company, warning of a “greater catastrophe,” including a toxic train disaster.

“Should there be a derailment ... we would be dead ducks, having no evacuating route,” Pete Glover, the man whom the street is named after, wrote in a 1992letter to the railway company. “If some home caught afire,” he added. there’d be “no way for firetrucks to serve them.”

To many in the community, their worst fears were realized in 2021, when baby K’Twon Franklin died. His mother, Monica Franklin, had found the 3-month-old unresponsive in her bed the morning of Sept. 30, and called 911.

Paramedics responded, but a Union Pacific train blocked their path on Glover Road, according to Franklin and a local police report. It took more than 30 minutes for them to carry K’Twon into an ambulance. Two days later, the baby died at a hospital in Houston. “Unfortunately, the delay has cost my child’s life,” Franklin, 34, told The Washington Post.



LEFT: The Glover Road crossing on the Union Pacific Railroad in Leggett, Tex. (Lee Powell/The Washington Post) RIGHT: Leggett, Tex. residents say trains stop and wait for long periods, often for locomotive crew changes. This blocks road crossings and can, in some spots, leave residents with no way in or out. (Lee Powell/The Washington Post)

Over the past decade, rail corporations have been running more lengthy freight trains — some as long as three miles — partly to save fuel and labor costs. As they do, they are blocking rural and urban intersections, stoking anger and contributing to tragedies and calamities.

Much of the nation's focus has been on a long Norfolk Southern train that derailed in East Palestine, Ohio, in February, sparking a toxic fireball and prompting state and federal investigations. But while Congress has shown some renewed concern about rail safety, there has been little focus on an everyday safety threat — long trains blocking first responders from getting to emergencies.

Story continues below advertisement

It is happening across the country. In Tennessee, a man died of a medical emergency after an ambulance crew was held up at a train crossing. In Oklahoma, a man perished from a heart attack after first responders were stuck behind a train at the only entrance to their street.

Since 2019, the Federal Railroad Administration (FRA) has operated a digital portal where citizens can report obstructions caused by trains. So far this year, there have been more than 1,400 reports of first responders blocked by trains. There have also been documented cases of frustrated pedestrians crawling under stopped trains, only to be injured or killed when the train starts moving.

“At graduation, we couldn't get across the tracks”

In Texas, K'Twon's mother has filed a lawsuit against Union Pacific, claiming its routine blockage of the Glover Road intersection prevented paramedics from reaching her child, thereby causing his death. In response, the railway company has offered its sympathy and said it is working to resolve problems at intersections in Leggett and other communities.

“Our hearts go out to K'Twon's family on this tragic situation,” the company said in a statement. “Union Pacific is in the early phases of litigation discovery, investigating the overall factual timeline, including whether the presence of a train had any impact on first responders' ability to revive K'Twon. We understand the impact blocked crossings have for community residents and work diligently to reduce the amount of time trains occupy the crossing.”

Many residents of Leggett put little stock in such pledges.

Schools superintendent Jana Lowe is one of several local leaders and residents who have been writing and calling Union Pacific for years, warning that obstructions at the Glover Road crossing — such as school buses delayed for hours — could lead to something more horrific.

“I fairly believe that this cost a child's life, that they weren't able to get there on time,” she said. “It's heartbreaking. It could have been avoided.”

### **‘Putting public safety at risk’**

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In his 25 years as a locomotive engineer, Eddie Hall saw his trains grow longer and longer. He can recall when they were just over a mile in length. Before going on leave last winter, he was driving a three-mile-long Union Pacific train with as much as 18,000 tons of mixed freight on his regular Tucson-to-El Paso route.

He has seen his line of freight cars disrupt traffic for hours in small and rural towns, he said adding that in Tucson, trains can block the downtown's four railroad crossings for as long as an hour.

“Whatever they block, they block,” said Hall, who now leads the Brotherhood of Locomotive Engineers and Trainmen. “The carriers really don’t take into consideration how long we sit on rail crossings.”

Trains have mushroomed in length for a simple reason — to save money and generate profits for railway companies and their shareholders. Roughly two decades ago, activist investors started pressuring railway corporations to become more efficient by reducing labor and fuel costs. So railroads adopted an operating model that cut crews and consolidated trains, known as “precision scheduled railroading.” By using longer trains, rail companies are operating fewer shorter trains, increasing fuel efficiencies and decreasing costs and their carbon footprints, industry officials say.

It has paid off. BNSF Railway and Union Pacific, the two largest railroad corporations in the nation, have reported record earnings in recent years. U.S. railroads have paid out \$196 billion on stock buybacks and dividends to shareholders since 2010.

Rail industry officials say the use of longer trains has also helped improve safety, and they point to an overall decline in derailments. But in the aftermath of the East Palestine spill, federal regulators have warned that long trains deserve closer review and can contribute to derailments.

About 1,000 trains derail annually nationwide, according to the FRA, including a spate this year.

Story continues below advertisement

After the Ohio incident, a train derailed on the Swinomish Reservation in Anacortes, Wash. in mid-March, spilling diesel fuel. Also in March, a train passing through Springfield, Ohio, went off its tracks — prompting a shelter-in-place order — and a small town in Minnesota was evacuated after a train carrying ethanol derailed and caught fire.

An FRA advisory last month urged railroads to make sure that engineers are adequately trained to handle long sets of freight cars and that locomotives don’t lose communication with devices at the end of trains that can help trigger the brakes in an emergency. Federal regulators also highlighted safety risks associated with blocked crossings, particularly how stopped trains can impede access to emergency services.





LEFT: A Norfolk Southern train that derailed in East Palestine, Ohio in February, sparking a toxic fireball and prompting state and federal investigations. Congress has shown some renewed concern about rail safety, there's been little focus on an everyday safety threat. (Rebecca Kiger for The Washington Post)

RIGHT: Alan Shaw, president and CEO of Norfolk Southern Corporation, testifies during a Senate committee hearing on improving rail safety on March 22. (Jabin Botsford/The Washington Post)

The FRA's recommendations stopped short of mandating limits on train sizes, which some labor unions and local communities have demanded. Members of Congress and state lawmakers in at least five states have proposed establishing length restrictions in the wake of the Feb. 3 Norfolk Southern derailment in

Ohio. In that incident, federal investigators have said that an overheating wheel bearing led the 149-car train to derail. The train's length, approximately 1.8 miles long, has not been identified as a potential factor.

Union Pacific CEO Lance Fritz said in an earnings call last month that accident data doesn't show that long trains are riskier. He said that since 2019, train length is up by about 20 percent in his railroad's network, while mainline and siding derailments are down by 26 percent.

"There's zero corollary between train length and derailments," Fritz said.

Labor unions, however, say longer trains tend to require more maintenance because greater stress is placed on the equipment, and they cause greater conflicts in communities.

"When you have first responders trying to get from one side of the track to another, in a small town like that, you're putting the public safety at risk," Hall said.

### **'We waited and waited'**

---

Leggett, an hour north of Houston, is an unincorporated community surrounded by farms and cattle ranches, a part of the Gulf Coastal Plain once carpeted by vast timberlands. At one point, there were as many as 20 sawmills in the area, and the railroad was at the center of the region's early economy, delivering pulpwood to a paper mill near Houston.

These days, the residents of Glover Road, a mile-long dirt road bordering the train tracks, receive little benefit from the railroad, and must cope with some hazards. Long trains carrying ethanol, fertilizers and other chemicals stop at a nearby switching station multiple times a day, often blocking the single crossing that connects Glover Road and its two dozen homes to the rest of Polk County.

"One time they sat there for three hours," recalls Kathy Crowhurst, a resident of 18 years who owns the Good Ol' Daze retirement community. She said her tenants — ages 55 to 98 — have had to cancel doctor's appointments or wait on the other side of the tracks to get home. Schoolchildren are often late to class when the train blocks school buses.



Corky Cochran, fire chief of the Livingston Volunteer Fire Department. Blocked crossings can hamper response times for ambulances and the fire department. (Lee Powell/The Washington Post)

In 2021, a train blocked a firetruck on its way to a house fire on Glover Road, said Corky Cochran, chief of the Livingston Volunteer Fire Department, which includes Leggett in its territory. Fortunately, another truck had already made it to the scene and they didn't need more water. Good luck, Cochran said, "or the fact that God has been on our side."

Another scare came on Jan. 19. That night, Crowhurst's fiancé Pete suffered a stroke and her 911 call coincided with a train pulling into town.

"We waited and waited," said Crowhurst, with no help showing up just after 8 p.m. Finally, she saw flashlights and two paramedics hurrying across the tracks and the half-mile stretch to her house.

It took about 30 minutes for the emergency crew to get him to the hospital. Her fiancé, who was battling brain cancer, survived the stroke, but Crowhurst said it was a dangerously close call.

"People say, 'I hope I don't get blocked by that train'"

Trains block the Glover Road crossing several times a day, and are unpredictable in their timing and duration, residents say. Trains on the main single track pull to a siding track so one coming in the opposite direction can go through. That was the cause of the obstruction that prevented paramedics from quickly reaching baby K'Twon, Union Pacific said in a statement.

Every time there's an incident, Crowhurst, 65, notifies Polk County Judge Sydney Murphy, who sends an inquiry to the railroad. Murphy said residents have been pleading for relief for decades, while she has been asking Union Pacific to help with at least one road option that would improve access for residents on the wrong side of the tracks.

The solution would be to build a short connector road to another crossing, giving Glover Road residents a way out. They could then cross the tracks and drive 15 minutes to Livingston, the nearest town. Or if all crossings were blocked in Leggett, they could take the long way to Livingston, about a 45-minute drive.

In its statement, Union Pacific said it is committed to working with communities — including Leggett — to resolve issues with blocked crossings. But local officials and residents say that, despite the county and state facilitating land acquisition, the railroad has not made it a priority.

“They’re so slow-moving and now we have a deceased baby,” Murphy said.

Along with nagging concerns about safety, many in Leggett say they’ve lost the most basic of liberties — the freedom to move around. Simple everyday errands — such as a trip to the dog groomer or a visit to the doctor — generate uncertainty.

Joyce Davis, 76, who has lived in the community her whole life, said she has friends who are hesitant to visit, fearing they will get stuck by a blocked train. She hears it so often, she said, it has become a running joke.

“Don’t come over here on your lunch hour, just in case,” she said she tells her friends.

## **Haunted by the tracks**

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Like many of her neighbors, Franklin had repeatedly called Union Pacific to report trains blocking Glover Road, the only way in and out of the trailer where she lived at the time with her two daughters, her then-partner and K’Twon. She said she had prayed for a baby after years of being told she could not have more children.

Sometimes, Franklin said, a stopped train would prevent the school bus from picking up or dropping off one of her daughters. Her complaints to Union Pacific, Franklin said, went unanswered.

She remembers having a conversation about train delays with Lowe, the schools superintendent, just before the worst day of her life, Sept. 30, 2021.



In 2021, Monica Franklin discovered her 3-month-old baby, K'Twon, unresponsive. She called 911, but a blocked crossing meant it took more than 30 minutes for the baby to make it into an ambulance. Two days later, K'Twon died at a hospital in Houston. (Courtesy of Monica Franklin)

That morning, after leaving her bedroom, Franklin returned to check on K'Twon, she said. But the curly haired baby didn't move when she touched him. Alarmed, Franklin, a registered nurse, checked for his pulse. He still had some color on his face, Franklin recounted. She called 911 and started to perform CPR while talking to the operator.

The operator instructed her to continue until help could arrive. But when paramedics found their path blocked by a train, they were forced to crawl under the train cars, according to a Polk County Sheriff police report, and Franklin grew increasingly desperate.

While in route was detained by train crossing blocking both routes to the residence. Did proceed by traveling down dirt path to get as close to residence as possible. Crawled under train car and was met by a sheriff deputy and the mother carrying the baby to meet me. I took the baby in my arms and proceeded to return to the ambulance when the train started moving and I was unable to get across the tracks ...— Account by the Texas paramedic who responded to Monica Franklin's 911 call on Sept. 30, 2021, from the Polk County Sheriff's report of the incident.

She ran toward them with the baby in her arms. There, on a cross tie, Franklin and a paramedic continued CPR for several minutes, she said.

Finally, the train moved on and paramedics were able to hustle K'Twon into their ambulance, more than half an hour after Franklin had called 911, she said.

When he died two days later, Franklin was grief-stricken and angry. Later, she made plans to move her family far away from Leggett.

"I can't live close to a train track," she said, adding that even the sound of a train horn haunts her.

## **Growing calls for rail safety regulations**

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As public concern mounts over derailments and blocked crossings, state and federal leaders in both parties are calling for tougher regulation of railway companies.

After the toxic disaster in Ohio, two Republican U.S. senators, Marco Rubio of Florida and J.D. Vance of Ohio, sent Transportation Secretary Pete Buttigieg a pointed letter. In it, they questioned why the federal government wasn't doing more to police railroads that are "moving more freight with fewer workers."

"It is not unreasonable to ask whether a crew of two rail workers, plus one trainee, is able to effectively monitor 150 cars," the senators wrote in their Feb. 15 letter.

The Railway Safety Act, which would require railroads to maintain a toll-free number where people can report blocked crossings, advanced this month to the Senate floor, where it will probably need 60 votes to pass. The legislation also would set standards for trackside safety detectors, apply new rules to trains transporting hazardous materials and curb efforts by railroads to reduce their workforces.

Story continues below advertisement

On the state level, at least five legislatures — in Arizona, Iowa, Missouri, Virginia and Kansas — were reviewing bills this year to restrict train lengths. Most are looking at restricting the length of trains to 1.6 miles.

It is still an open question, however, if states hold the legal authority to regulate railroads, which have long enjoyed protection under the 1887 Interstate Commerce Act.

Last year, for instance, the Ohio Supreme Court struck down that state's law that set a five-minute limit on how long stopped trains can block crossings. The court ruled that federal law preempts such state restrictions.

In response, the attorneys general of 18 states and the District called on the U.S. Supreme Court to affirm state authority to regulate blocked railroad crossings "in the interest of public safety." It is not known whether the high court will take the case.

"All these people, waiting for this goofy train"

In March, the U.S. Supreme Court invited the federal government to offer its position on whether state and local governments can regulate how long trains can block railroad crossings. It could be at least the fall before the nation's highest court decides whether to take the case.

In the meantime, the FRA says it is working with the National Academy of Sciences on a study of trains that are longer than 7,500 feet. The study — mandated by Congress in the 2021 bipartisan infrastructure deal — is expected to be complete later this year, as is a report the FRA is preparing for Congress on blocked intersections.

The agency's database of rail crossing complaints provide a snapshot of what communities are facing: "Late for work, lost wages," reads one complaint from Villa Grove, Ill. "Students can't get to school," someone reporting up to 2 hours of delays in Keyser, W.Va., said. "Local businesses are unable to work," said another in Los Angeles.

There have been several emergencies that have happened, including one house burning down because the fire truck could not get across the ONLY CROSSING.— Oct. 21, 1993 letter from Leggett homeowner Carolyn Glover Hockley to the Railroad Commission of Texas, cc'd to Southern Pacific (later Union Pacific) and other local and state officials.

The FRA said it has not investigated specific instances in which blocked crossings delayed emergency response, saying those cases would be a matter for local officials and law enforcement. It says that it "continues to encourage railroads to prevent and minimize adverse impacts caused by blocked crossings."

The Association of American Railroads, which represents the industry, says limiting train length to 7,500 feet, as some state lawmakers have proposed, could increase U.S. freight train fuel consumption by about 13 percent. The solution, the industry says, is to work with communities to minimize the frequency of blocked crossings. The association says crews are trained to reduce the occurrence of blocked crossings, and dispatchers are alerted when crossings are blocked and have authority to address obstructions. But with more than 200,000 grade crossings across the United States, some impacts are inevitable, the industry says, citing those as the trade-off of transporting goods.

"Railroads are aware of their impact on communities, particularly grade crossings, and sympathize with those who may be affected by train movement," the AAR said in a statement. While the association declined to comment on specific cases where blocked crossings delayed first responders, it added that shipping goods by rail reduces freight truck shipments, thereby reducing congestion on roads and highways.

“We're just on the wrong side of the track”

In Leggett, Walter Peden recently surveyed his family’s old homestead, which burned down years ago, along with many other homes nearby, including his wife’s grandmother’s house, which he said caught fire last year.

Train blockages did not contribute to firefighter response to any of those blazes. Still, Peden is somewhat resigned to the fact that trains will block fire crews and paramedics from reaching his property and others on Glover Road. “Trapped,” he said, describing how he feels.

Not everyone is giving up.

Murphy said she’ll keep lobbying for a fix to the Glover Road crossing. She concedes, though, that small communities lack the funding and clout to get infrastructure built quickly, even when the public is at risk.

“It’s extremely concerning, not just for me, not just for Polk County, but across the entire United States,” Murphy said. “In rural communities you can’t just say, ‘We’ll go to the next crossing’ because there is no next crossing.”



A Union Pacific Railroad freight train recedes into the distance, heading southbound out of Leggett on April 19. (Lee Powell/The Washington Post)

*Lazo reported from Washington.*



About this story

Reporting by Andrea Salcedo, Luz Lazo and Lee Powell. Photography and videos by Lee Powell. Design and development by Allison Mann. Editing by Stuart Leavenworth, Amanda Voisard and Joe Moore. Copy editing by Colleen Neely.

ORDINANCE NO. 2024-\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY 2040 COMPREHENSIVE PLAN INITIALLY ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, UNDER ORDINANCE NO. 2018-31, AS SUBSEQUENTLY AMENDED, TO AMEND LA TRA POLICY 1.2.5 TO ESTABLISH A TRANSPORTATION IMPROVEMENT AREA (TIA) WITH DIRECTION TO IMPLEMENT A TIA NETWORK AND TO PROVIDE CONDITIONS UNDER WHICH SUBDIVISIONS WITHIN THE TIA MAY HAVE GREATER THAN 100 LOTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 26, 2018, the Board of County Commissioners of Clay County, Florida (the “Board”), adopted Ordinance No. 2018-31, which adopted the Clay County 2040 Comprehensive Plan (the “Plan”); and,

WHEREAS, Section 163.3184, Florida Statutes, outlines the process for the adoption of comprehensive plans or amendments thereto; and,

WHEREAS, the Board desires to have a transportation network that provides an alternative route for automobiles to utilize when rail operations impede traffic flow at CR 209B.

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Clay County Ordinance No. 2018-31, as amended, is amended as provided in Section 2 hereof.

**Section 2.** LA TRA Policy 1.2.5 of the Lake Asbury Master Plan Element of the adopted 2040 Comprehensive Plan is hereby amended as follows:

LA TRA Policy 1.2.5

Connectivity between adjacent developments shall more efficiently distribute traffic flow, provide for alternative access points, and increase public safety and traffic flow. The following principles and strategies shall apply to the planning, design and construction of the transportation network and future subdivisions within the geographic area encompassed by CR 209 to the west, CR 209B to the north, Peter Creek to the south and Black Creek to the east, referred to as the Transportation Improvement Area (TIA).

1. The TIA is currently served by an inadequate transportation network comprised of two substandard roads, CR 209B and Watkins Road, both of which cross the CSX railroad and provide the only means of access to CR 209 for residents living in the TIA, east of the

railroad. Railroad operations periodically block access at CR 209B, preventing residents and emergency services from ingress and egress to and from neighborhoods within the TIA. This occurs in part due to the lack of connectivity between the two roads. The TIA requires transportation network improvements to correct this public safety deficiency and achieve other benefits as set forth in the supporting data and analysis for this policy.

2. This policy is intended to facilitate private sector funding for the remedial public safety transportation improvements specified above for the TIA Network. Clay County shall concurrently with adoption of this amended LA TRA Policy 1.2.5 either:
  - (a) amend Figure 1, 2040 Traffic Circulation Map, in the Transportation Element to classify each segment of the TIA Network as a Minor Collector, which shall allow for a subdivision within the TIA to exceed 100 lots, subject to the requirements of this amended LA TRA Policy 1.2.5; or
  - (b) otherwise by adoption of this amended LA TRA Policy 1.2.5 hereby authorizes, notwithstanding any land development code provision to the contrary regarding access requirements, approval of a subdivision with more than 100 lots within that portion of the TIA lying east of the CSX railroad, subject to the requirements of this amended LA TRA Policy 1.2.5.
  
3. In order for a landowner to obtain approval of a subdivision of more than 100 lots within the TIA, the landowner shall enter into a binding agreement with Clay County to provide funding to Clay County sufficient for the County to acquire right-of-way, design, permit and construct improvements described in (a) and (b) below and for the participating landowner to design, permit and construct the improvement described in (c) below:
  - (a) Reconstructing CR 209B from CR 209 to a point approximately ¼ mile east of CR 209 (connection point) to meet Clay County standards for a two-lane, residential collector road or a minor collector road;
  - (b) Reconstructing Watkins Road from CR 209 to a point approximately ¼ mile east of CR 209 (connection point) to meet Clay County standards for a two-lane, residential collector road or minor collector road;
  - (c) Constructing a two-lane, residential collector road (the “Spine Road”) connecting CR 209B to Watkins Road at the referenced connection points and which shall be designed to Clay County standards for a two-lane, residential collector road or minor collector road.

In addition, the landowner shall file the required applications for subdivision approval and demonstrate compliance with all applicable development standards in effect on the adoption date of this amended LA TRA Policy 1.2.5. Any future subdivision within the TIA lying east of the CSX railroad shall include one or more local streets which connect to the TIA Network. Nothing in this amended LA TRA Policy 1.2.5 shall be construed to waive fire code standards, including emergency access requirements.

4. In recognition of the coordination that must occur between Clay County and any participating landowner(s), the binding agreement shall specify the responsibilities of Clay County and the participating landowner(s). Clay County and the participating landowner(s) shall diligently pursue in good faith the execution of a binding agreement to implement the intent of this amended LA TRA Policy 1.5.2. Clay County shall agree pursuant to the binding agreement to:
- (a) Work with the landowner to develop an estimate of the costs for the improvements specified in subsections (3)(a) and (3)(b) and to develop an implementation schedule;
  - (b) Upon obtaining sufficient funding for right-of-way acquisition, expeditiously pursue right- of-way acquisition to obtain a minimum of eighty (80) feet of right-of-way for the roadway segments described in subsections 3(a) and 3(b) above;
  - (c) Upon obtaining sufficient funding for design and permitting, coordinate with CSX railroad to design and permit the railroad crossings for CR 209B and Watkins Road, and design and permit the segments described in subsections 3(a) and 3(b) above;
  - (d) Upon obtaining sufficient funding, construct the segments described in subsections 3(a) and 3(b) above as either a two-lane minor collector road or residential collector;
  - (e) If Clay County does not acquire an eighty (80) foot right-of-way for the improvements described in subsection (3)(a) and (3)(b) within one year following execution of the binding agreement, Clay County shall work with the participating landowner(s) to design an acceptable cross-section to be permitted and constructed within the available right- of-way and the costs addressed in subsections 4(a)-4(d) shall be adjusted accordingly; and
  - (f) Clay County shall permit the participating landowner(s) to proceed with an application and obtain approval for a subdivision for more than 100 lots, provided that the participating landowner has executed the binding agreement and constructs the Spine Road prior to commencing construction of the roadway network for a phase or phases cumulatively exceeding 100 lots. If Clay County does not acquire an eighty (80) foot right- of-way for the improvements described in subsection (3)(a) and (3)(b) within one year of execution of the binding agreement, Clay County shall work with the participating landowner(s) on the design of the Spine Road connection points to the CR-209B and Watkins Road segments within existing right-of-way. Notwithstanding the above, a participating landowner shall have the option to construct one or more subdivisions containing 100 or fewer lots at any time in accordance with current regulations.

The participating landowner(s) shall agree pursuant to the binding agreement to:

- (a) Work with Clay County to develop an estimate of the costs to implement subsections (3)(a) and (3)(b) and to develop an implementation schedule;
- (b) Coordinate with Clay County to reach agreement on an acceptable cross-section for the Spine Road, and construct the Spine Road prior to commencing construction of the

- roadway network for a phase or phases cumulatively exceeding 100 lots;
- (c) Provide funding installments in accordance with the implementation schedule to allow for the phased implementation for right-of-way acquisition, permitting, design and construction of the road segments described in subsection (3)(a) and (3)(b); and
  - (d) If Clay County does not acquire an eighty (80) foot right-of-way for the improvements described in subsection (3)(a) and (3)(b) within one year of execution of the binding agreement, the participating landowner(s) shall work with Clay County on the design of the Spine Road connection points to CR-209B and Watkins Road within existing right-of- way.

**Section 3.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4.** The Planning and Zoning staff are authorized and directed within 10 days of the date of adoption of this Ordinance to transmit the proposed amendment package to the Florida Department of Commerce, and to other reviewing agencies, as specified in Section 163.3184, Florida Statutes.

**Section 5.** In accordance with Section 163.3184, Florida Statutes, if the Plan amendment provided by this Ordinance is not timely challenged, then the effective date of said Plan shall be the 31<sup>st</sup> day after the date the Department of Commerce notifies the County that the Plan amendment is complete. If the Plan amendment is timely challenged, however, said effective date shall be the date a final order is entered by the Department of Commerce or the Administrative Commission determining the amendment to be in compliance. No development orders, development permits or land uses dependent on this Plan amendment may be issued or commence before they have become effective.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Jim Renninger, Its Chair

ATTEST:

By: \_\_\_\_\_  
Tara S. Green,  
County Clerk of Court and Comptroller

Ex Officio Clerk to the Board

STEARNS WEAVER MILLER  
WEISSLER ALHADEFF & SITTERSON, P.A.

Kenneth B. Metcalf, AICP  
106 East College Avenue, Suite 700  
Tallahassee, FL 32301  
Direct: (850) 329-4848  
Cell Phone: (850) 519-6165  
Email: kmetcalf@stearnsweaver.com

October 31, 2024

**Transmitted Via Email**

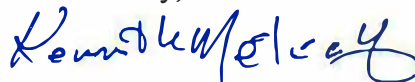
Ms. Beth Carson  
477 Houston Street  
Green Cove Springs, FL 32043

**RE: Continuance of November 5, 2024 Public Hearing for Comprehensive Plan Amendment Application (COMP 24-0023) Submitted by Watkins Road Investments, LLC.**

Dear Beth:

Please accept this letter as confirmation that Watkins Road Investments, LLC is hereby requesting a continuance of the Clay County Planning Commission public hearing scheduled for November 5, 2024 on the above referenced application. Pursuant to s. 125.66(8), Florida Statutes, we request that the Planning Commission chairperson announce at the November 5, 2024 meeting that the public hearing on this application has been continued to January 7, 2025, at 5 p.m. at the same location. In addition, in accordance with s. 125.66(8), please reference on the January 7<sup>th</sup> agenda that this item was continued from the November 5, 2024 meeting date. Thank you for your assistance on this request.

Sincerely,



Kenneth Metcalf, AICP

cc: Courtney Grimm



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE: 10/21/2024

FROM: Jenni Bryla, Zoning Chief

**SUBJECT:**

The item was continued from the November 5th Planning Commission Meeting.

This application is a Rezoning to change 62.64 acres from Agricultural Residential District (AR) to Planned Unit Development District (PUD).

**AGENDA ITEM TYPE:**

Planning Requirements:

Public Hearing Required (Yes\No):

**Yes**

Hearing Type: Second Public Hearing

Initiated By:

**Owner(s):** Diane Land Corp, Linda Land Corporation, Doris D. Partridge.

Agent: Frank Miller, Gunster, Yoakley & Stewart PA

**ATTACHMENTS:**

Description	Type	Upload Date	File Name
▢ Staff Report for PUD 24-006 _ public	Cover Memo	11/21/2024	PUD_24-0006_Old_Hard_Rd-Staff_Report-_final_jb.pdf
▢ Ordinance PUD 24-0006	Backup Material	11/26/2024	PUD_24-0006-_Old_Hard_Rd-Ordinance_final-1ada.pdf
▢ Application	Backup Material	11/26/2024	applicationsada.pdf
▢ Opposition Letters	Backup Material	11/26/2024	Combined_Oppositionada.pdf



REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	12/4/2024 - 8:38 AM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	12/4/2024 - 12:17 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	12/4/2024 - 12:56 PM	AnswerNotes



1 **Staff Report and Recommendations for PUD-24-0006**

2

3 Copies of the application are available at the Clay County  
4 Administration Office, 3<sup>rd</sup> floor, located at 477 Houston Street Green Cove Springs, FL 32043

5

6 **Owner / Applicant Information:**

<b>Parcel #:</b> 06-05-26-014244-000-00	<b>Address:</b> 60 Old hard Road
<b>Owner:</b> Diane Land Corp	Fleming island, FL 32003
<b>Parcel #s:</b> 06-05-26-014244-001-00, 06-05-26-014244-003-00,	<b>Address:</b> 60 Old hard Road
<b>Owner:</b> Linda Land Corporation	Fleming island, FL 32003
<b>Parcel #:</b> 06-05-26-014244-001-01 & 06-05-26- 014244-002-00	<b>Address:</b> 60 Old hard Road
<b>Owner:</b> Doris D Partridge	Fleming Island, FL 32003
<b>Agent:</b> Frank Miller	1 Independent Dr. Suite 2300, Jacksonville, FL

7

8 **Property Information**

**Parcel ID:** 06-05-26-014244-000-00, 06-05-26-014244-001-00, 06-05-26-014244-003-00, 06-05-26-014244-001-01, 06-05-26-014244-002-00      **Address:** 60 Old Hard Road  
Fleming Island, FL 32003

**Current Land Use:** RF (Rural Fringe)      **Current Zoning:** AR  
(Agricultural/Residential District)

**Proposed Zoning:** PUD (Planned Unit Development)      **Acres:** 62.64 +/- acres  
**Acres affected by Zoning change:** 62.64 +/- acres

**Commission District:** 1, Commissioner Sgromolo      **Planning District:** Fleming island

9

10 **Introduction:**

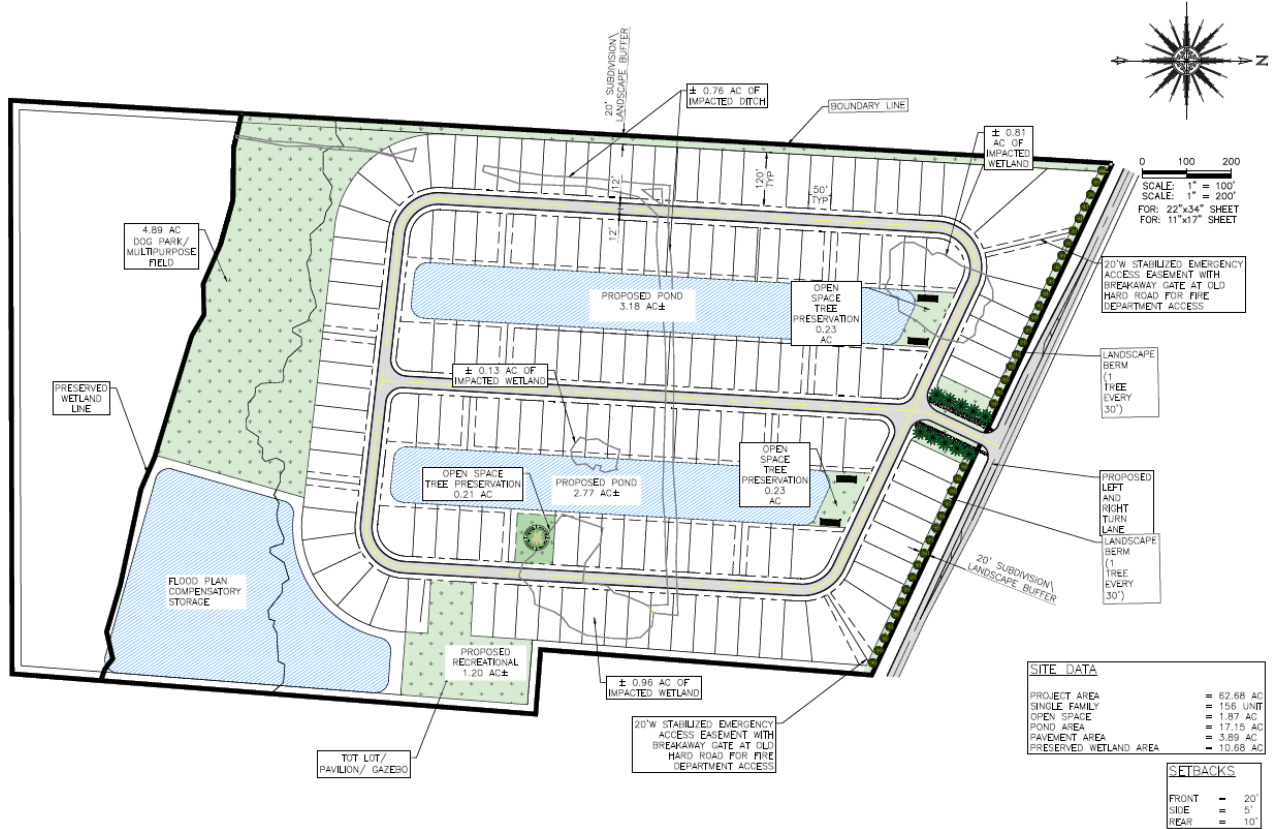
11 This application is a rezoning of 5 separate parcels of land, totaling approximately 63 acres, from AR  
12 (Agricultural/Residential) to PUD (Planned Unit Development). The Applicant desires to construct a single-  
13 family residential subdivision with approximately 156 homes at a net density of 2.48 units/acre under the  
14 proposed Rural Fringe (RF) Future Land Use designation.

15

16 The subject parcel is located on the south side of Old Hard Road, just east of Blue Heron Cove Drive and west  
 17 of Cattle Gap Lane. Parcel #06-05-26-014244-001-01 has one small single-family structure and accessory  
 18 structures. The other four parcels are vacant. The Applicant desires to construct approximately 156-unit  
 19 single-family residential subdivision on this parcel at a density of less than 3 units/acre as allowed under the  
 20 Rural Fringe Future Land Use designation, as shown below.

21  
 22

### Proposed Master Plan



23  
 24  
 25  
 26

Figure 1 – Parcel Map

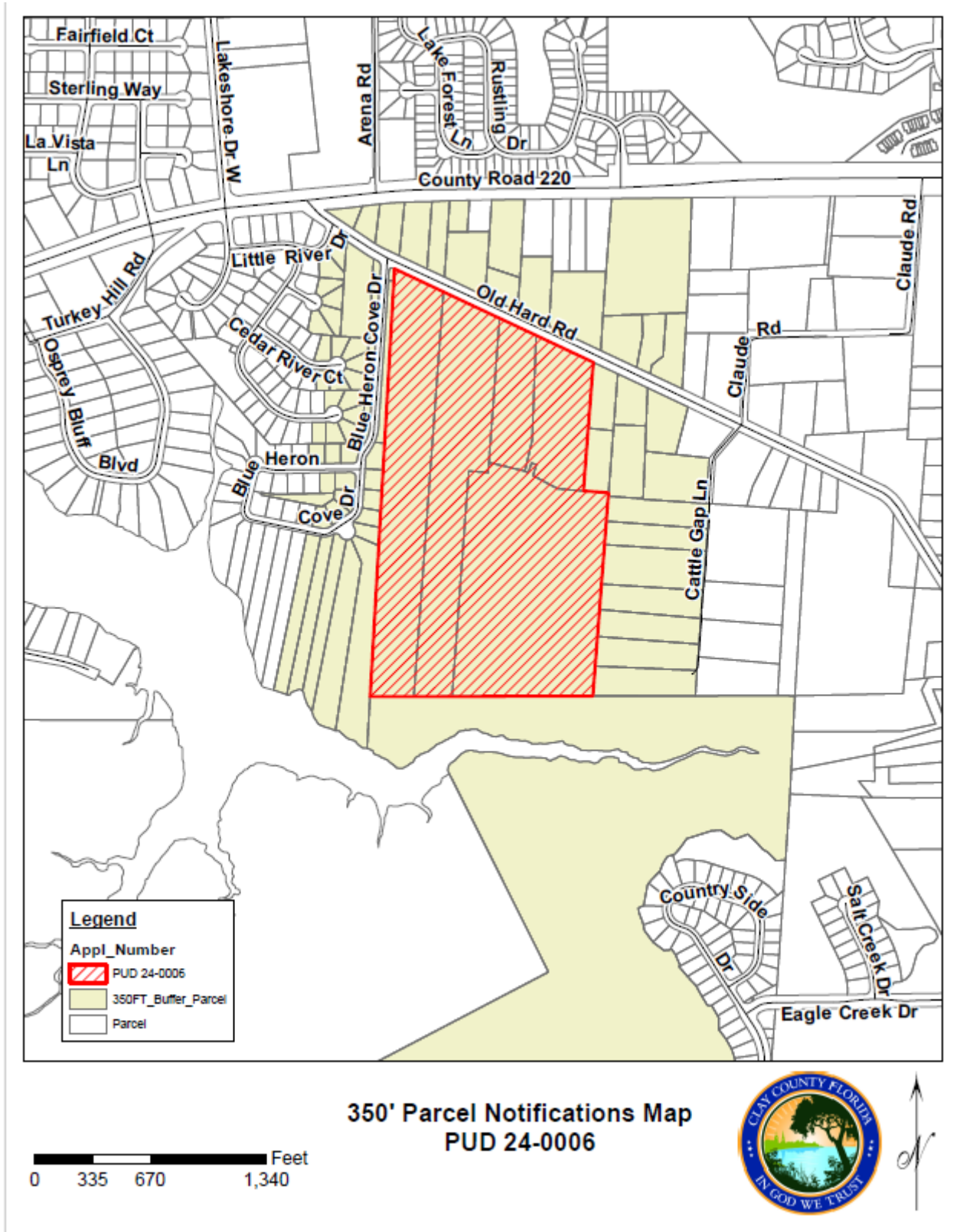


Figure 2 – Aerial Photo

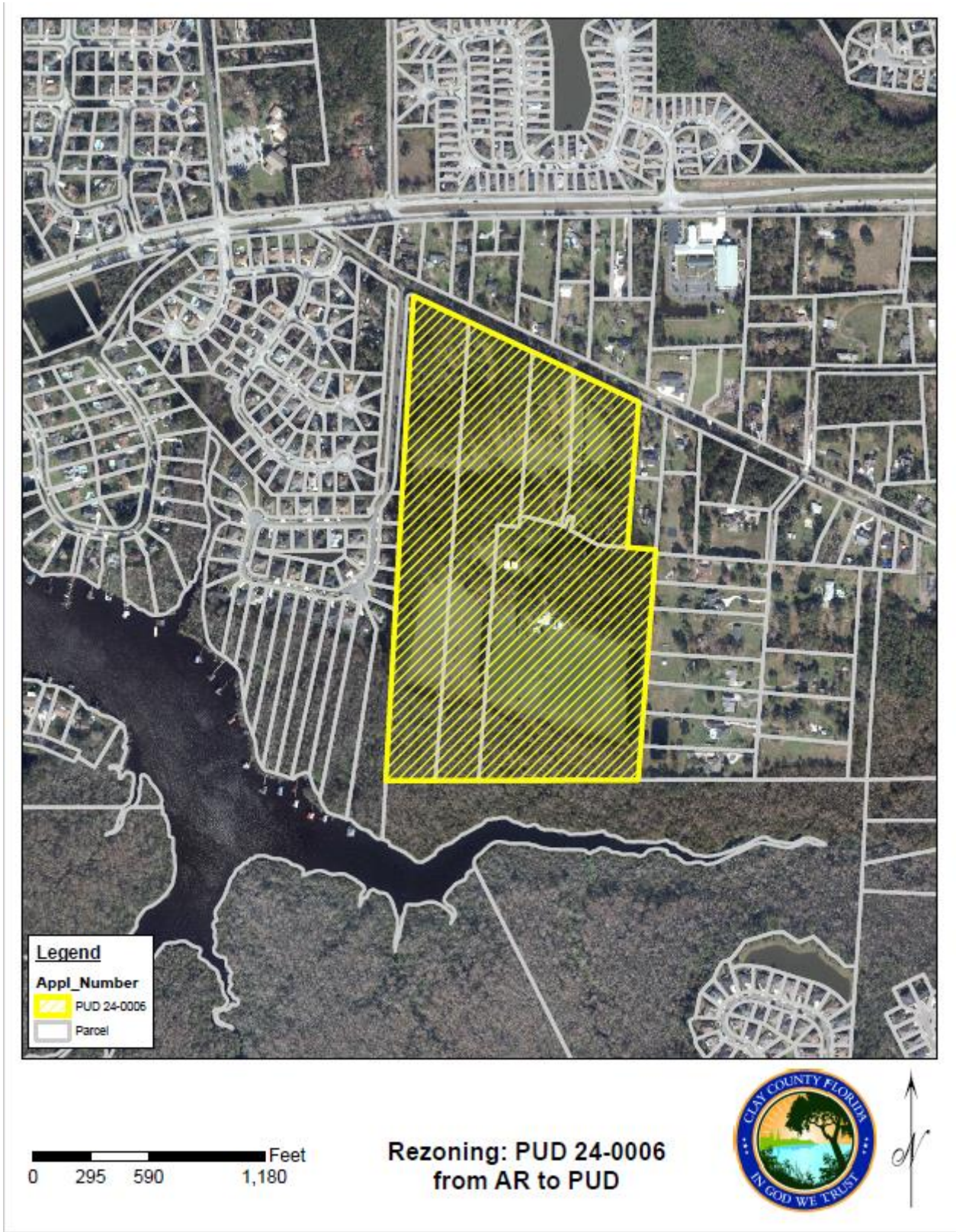
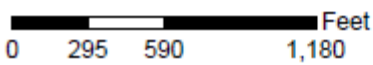
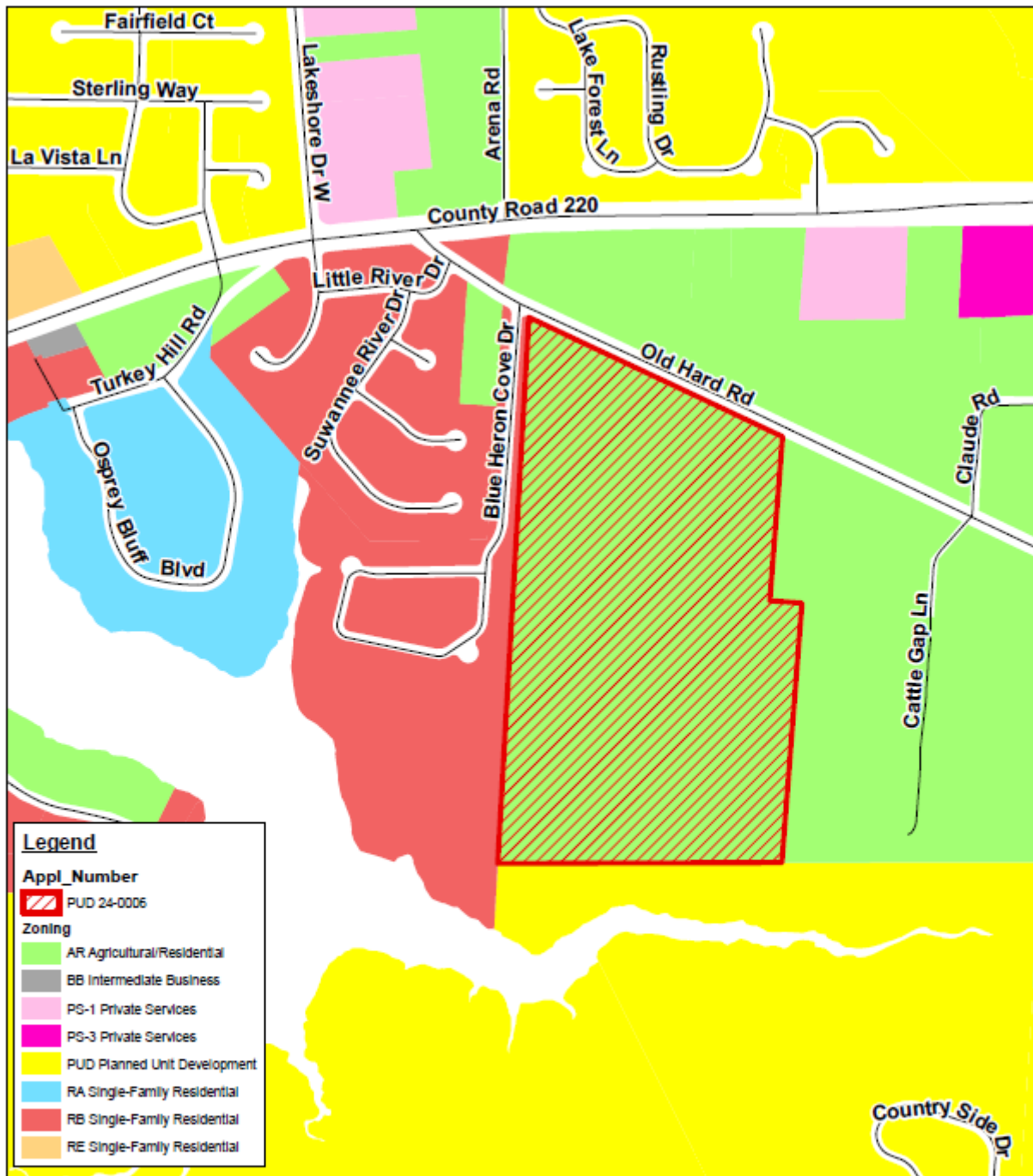


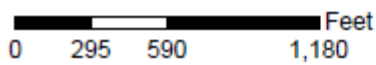
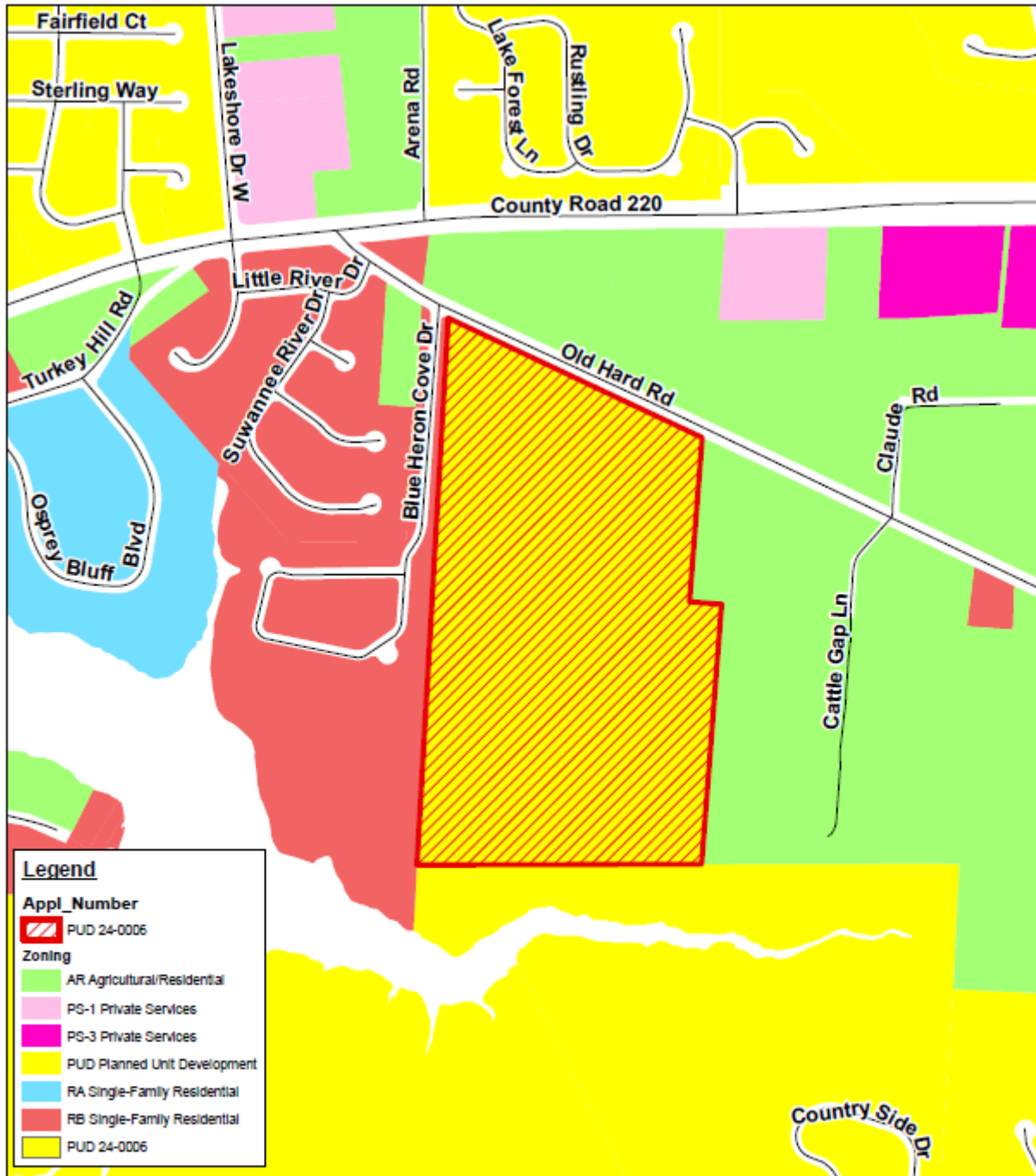
Figure 3 – Existing Zoning Map



**Existing Zoning  
Rezoning: PUD 24-0006  
from AR to PUD**



Figure 4 – Proposed Zoning Map



**Proposed Zoning  
Rezoning: PUD 24-0006  
from AR to PUD**



36

37 **Relevant Clay County 2040 Comprehensive Plan Policies**

38 The following Goals/Objective/Policies support the proposed Rezoning Amendment to the Code:

39 FLU Policy 1.4.1.5 Rural Fringe (RF) (Suburban)

40 This designation is reserved for land accessible to existing Urban Services and located in the areas  
41 where extension of central water and (where applicable) sewer service can be easily provided.  
42 Densities in this area shall be a maximum of three units per net acre and a minimum of one unit per  
43 net acre. This density category is almost exclusively characterized by single-family detached housing  
44 units but may also include two and three family residential developments.

45 A maximum density of 7 units per net acre may be allowed within the Rural Fringe designation on  
46 the Future Land Use Map for the provision of housing for the elderly or handicapped and housing  
47 for very low, low income and moderate income households. Location shall be based on need and  
48 criteria assessing proximity to the following: employment, mass transit, health care, parks,  
49 commercial services, and central utility services, as detailed in the Housing Element and land  
50 development regulations.

51

52 **Analysis of Proposed Rezoning Amendment**

53 In reviewing the proposed application for Rezoning, the following criteria may be considered along with  
54 such other matters as may be appropriate to the particular application:

55

56 (a) Whether the proposed change will create an isolated district unrelated to or incompatible with  
57 adjacent and nearby districts;

58 Staff Finding: *The adjacent parcel to the west is zoned single-family residential (RB) and the parcels to the*  
59 *north and east are zoned Agricultural/Residential (AR). The parcels directly adjacent to the west are similar*  
60 *in size to what is being proposed on the subject parcel. All parcels south of CR 220, over to Canova Road*  
61 *have a Future Land Use of Rural Fringe (RF). Across CR 220 there is a large PUD and more RF, all of which*  
62 *have similar densities to what is being proposed. The proposed change should not be incompatible with the*  
63 *adjacent and nearby districts given the other similar densities and intensities.*

64 (b) Whether the district boundaries are illogically drawn in relation to the existing conditions on the  
65 real property proposed for change;

66 Staff Finding: *The existing district boundaries are not illogically drawn. They reflect the former use of the*  
67 *property as a single-family residence with pastures.*



68 (c) Whether the conditions which existed at the time the real property was originally zoned have  
69 changed or are changing, and, to maintain consistency with the Plan, favor the adoption of the proposed  
70 Rezoning;

71 Staff Finding: *This area is changing in response to the development along CR220 and the increased*  
72 *demand for new single-family subdivisions. The County is specifically improving the intersection of Old*  
73 *Hard Rd. and CR 220, after recognizing the less than optimal conditions of that intersection and the*  
74 *number of users and accidents.*

75 (d) Whether the affected real property cannot be used in accordance with existing zoning;

76 Staff Finding: *The residentially zoned portion of the property could continue to be used as a single-family*  
77 *home.*

78 (e) Whether the proposed Rezoning application is compatible with and furthers the County's stated  
79 objectives and policies of the Plan;

80 Staff Finding: *The proposed rezoning is compatible with the Comprehensive Plan as it reduces urban*  
81 *sprawl by providing redevelopment in close proximity to a major transportation corridor, CR 220.*  
82 *Specifically Housing Objective 1.1 and Housing Policy 1.1.1 which says:*

83 Clay County shall provide appropriate land use categories and land development regulations to  
84 allow for a variety of housing types and values for the additional dwelling units needed to meet the  
85 projected rise in population by the year 2040.

86 HOU POLICY 1.1.1 The County shall provide incentives for "in-fill" development in  
87 existing urbanized areas in order to discourage unwarranted urban sprawl.

88

89 (f) Whether maintenance of the existing zoning classification for the proposed Rezoning serves a  
90 legitimate public purpose;

91 Staff Finding: *There is no public purpose served by maintaining the existing zoning.*

92 (g) Whether maintenance of the status quo is no longer reasonable when the proposed Rezoning is  
93 inconsistent with surrounding land use;

94 Staff Finding: *Maintaining the current zoning is not a reasonable course in this location as it hinders the*  
95 *highest and best use of the parcels consistent with the goals of the County as established in the*  
96 *Comprehensive Plan. In addition, the Applicant is improving Old Hard Road by providing deceleration*  
97 *lanes and culverting portions of the road for additional access.*

98 (h) Whether there is an inadequate supply of sites in the County for the proposed intensity or density  
99 within the district already permitting such intensity or density.

100 Staff Finding: *There is a high demand for single-family residential development in this area of the County*  
101 *and within the Urban Service Area. This project serves as “infill development” that should not cause*  
102 *difficulty for the County to provide appropriate services to the residents.*

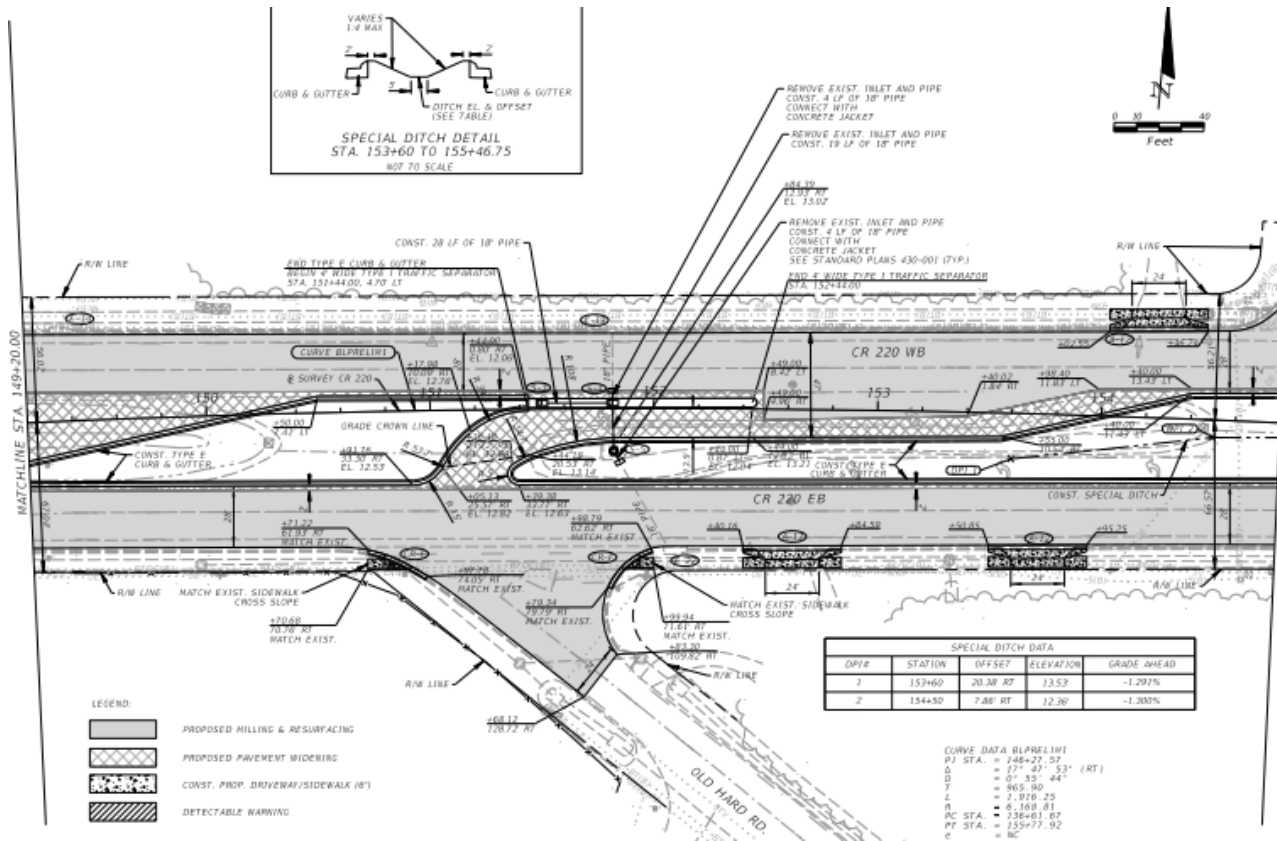
103 The proposed rezoning would change the subject parcel from AR (Agricultural Residential) to PUD (Planned  
104 Unit Development). This change would be in keeping with the evolving character of the surrounding districts  
105 as shown in the table below:

	Future Land Use	Zoning District
North	RF- Rural Fringe	AR- Agricultural Residential (single-family homes)
South	PC- Planned Community	PUD The Crossings (Eagle Harbor)
East	RF- Rural Fringe	AR- Agricultural Residential (single-family residential)
West	RF- Rural Fringe	RB- Single Family Residential (single-family homes)

106

107 Clay County’s future land use designation for the land to the south, separated by Swimming Pen Creek, is PC  
108 (Planned Community) and is part of the Crossings PUD. The adjacent property to the west, is developed as a  
109 single-family residential subdivision “Admiral’s Inlet” as well as “Riverbend” neighborhood further west.  
110 North and east have a future land use designation of RF (Rural Fringe). Clay County’s RF (Rural Fringe)  
111 Future Land Use category allows up to 3 units per net acre, unless the project is dedicated to low and moderate  
112 income or elderly or handicapped housing in which case the density may go up to 7 units per net acre.

113 The transportation improvements that the County is currently investing in at the intersection of CR 220 and  
114 Old Hard Road should reduce the “cut-through” traffic that occurs along Old Hard Road. (Figures 5 & 6)

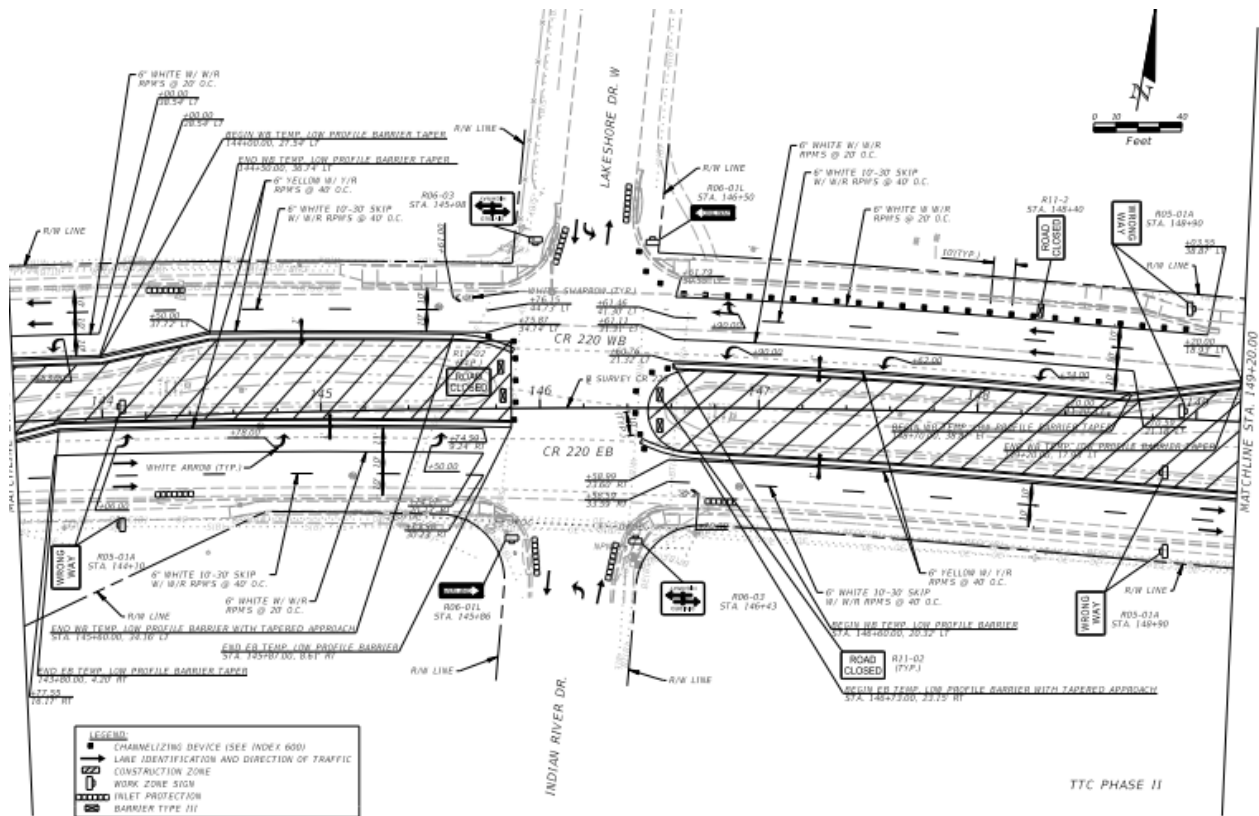


115

116

**Figure 5 – Reconstructed intersection at CR 220 and Old Hard Road**

117 Should the numbers warrant, the Applicant will be required to invest in some additional transportation  
 118 improvements, in addition to the improvements that they are currently planning, along the Old Hard Road  
 119 corridor. Clay County’s current zoning district category for all five parcels is AR (Agricultural/Residential).  
 120 The property to the west has the zoning classification RB (single family residential), with a maximum density  
 121 of 3 units per net acre. In comparison, the proposed project would have the same allowable density of  
 122 approximately 3 units/acre, as the adjacent subdivisions of Riverbend, Admirals Inlet and Osprey Bluff.



123

124 **Figure 6 – Reconstructed intersection west of CR 220 and Old Hard Road**

125 Although the proposed development is consistent with the directives of the Comprehensive Plan and the  
 126 general pattern of the development in the area, the Code specifically states that PUD zoning should be used  
 127 for creative concepts in planning that result in a more desirable product. Staff has found that the revised  
 128 master plan does create a more specialized plan with a primary focus on environmental factors.

129 The Applicant is providing an enhanced landscape entry way, additional open space and tree buffers,  
 130 compensatory storage above what is required and additional amenity areas. These enhanced standards  
 131 should add to the value of the development and the County as a whole.

132 **Recommendation**

133 Based on the findings above, Staff recommends approval of the PUD 24-0006.

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY (TAX PARCEL IDENTIFICATION #s 06-05-26-014244-000-00, 06-05-26-014244-001-00, 06-05-26-014244-002-00, 06-05-26-014244-003-00, 06-05-26-014244-001-01), TOTALING 62.64 ACRES, FROM ITS PRESENT ZONING CLASSIFICATIONS OF AR (AGRICULTURAL RESIDENTIAL DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.**

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Application PUD-24-0006, submitted by Frank Miller, seeks to rezone certain real property (tax parcel identification #s 06-05-26-014244-000-00, 06-05-26-014244-001-00, 06-05-26-014244-002-00, 06-05-26-014244-003-00, 06-05-26-014244-001-01) (the Property), described in Exhibit “A-1”, and depicted in Exhibit “A-2”.

**Section 2.** The Board of County Commissioners approves the rezoning request. The zoning classification of the Property is hereby changed from AR (Agricultural/Residential District) to PUD (Planned Unit Development), subject to the conditions outlined in the Written Statement attached as Exhibit “B-1” and the Site Plan attached as Exhibit “B-2”.

**Section 3.** Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

**Section 4.** The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this \_\_\_\_\_ day of December, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Its Chairman

ATTEST:

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

Exhibit "A-1"

PARCEL 1 (06-05-26-014244-000-00):

A parcel of land consisting of a portion of Government Lots 1 and 2, Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 6; thence on the west line thereof, (also being the East line of said Government Lot) run South 04 degrees 13 minutes 40 seconds West, 993.24 feet to the Southerly line of the Old Doctors Inlet-Green Cove Springs Road, (also known as Old Hard Road); thence on last said line North 64 degrees 21 minutes 20 seconds West 581.93 feet to the Point of Beginning; thence continue on last said line North 64 degrees 21 minutes 20 seconds West 687.36 feet to the East line of the Westerly 129.42 feet of said Government Lot 1; thence on last said line, and then on the East line of the Westerly 129.42 feet of said Government Lot 2, south 04 degrees 09 minutes 40 seconds West, 2,482.52 feet to the South line of said Government Lot 2 thence on last said line North 89 degrees 26 minutes 40 seconds East 639.24 feet; thence North 04 degrees 13 minutes 40 seconds East 2,178.22 feet to the Point of Beginning, being 34.15 acres, more or less in area.

Less and except any portion lying within Warranty Deed to Donal M. Partridge, Sr. and Doris D. Partridge, his wife in Official Records Book 2282, page 1172 and Quit Claim Deed to Linda Land Corporation in Official Records Book 3687, page 1995 of the public records of said County.

PARCEL 2 (06-05-26-014244-003-00):

A parcel of land consisting of a portion of Government Lots 1 and 2, Section 6, Township 5 South, Range 26 East, Clay County, Florida, said portion being more particularly described as follows:

Commence at the Northeast corner of said Government Lot 1; thence on the East line thereof, South 04 degrees 13 minutes 40 seconds West, 993.24 feet to the Southwesterly line of Old Hard Road; thence on said Southwesterly line, North 64 degrees 21 minutes 20 seconds West, 581.93 feet to the Point of Beginning; thence continue North 64 degrees 21 minutes 20 seconds West, 358.80 feet; thence South 04 degrees 09 minutes 40 seconds West, 2336.96 feet to the South line of said Government Lot 2; thence on said South line, North 89 degrees 26 minutes 40 seconds East, 182.14 feet; thence North 04 degrees 13 minutes 40 seconds East, 1295.33 feet; thence South 85 degrees 43 minutes 23 seconds East, 150.00 feet; thence North 04 degrees 13 minutes 40 seconds East, 895.55 feet to the Point of Beginning.

PARCEL 3 (06-05-26-014244-001-00):

A parcel of land consisting of a portion of Government Lots 1 and 2, together with a portion of the East 1/2 of the Northeast 1/4, all in Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said East 1/2 of the Northeast 1/4 of Section 6; thence on the West line thereof (also being the East line of said Government Lots 1 and 2) run South 04 degrees 13 minutes

### ATTACHMENT A-3: LEGAL DESCRIPTION

40 seconds West, 993.24 feet to the Point of Beginning, in the Southerly line of the Old Doctors Inlet-Green Cove Springs Road, (also known as Old Hard Road); thence continue on said West line of the East 1/2 of the Northeast 1/4, South 04 degrees 13 minutes 40 seconds West, 777.50 feet; thence South 85 degrees 46 minutes 20 seconds East, 114.83 feet; thence South 04 degrees 13 minutes 40 seconds West, 1,133.29 feet to the South line of said East 1/2 of the Northeast 1/4; thence on last said line and then on the South line of said Government Lot 2, South 89 degrees 26 minutes 40 seconds West, 658.87 feet; thence North 04 degrees 13 minutes 40 seconds East, 2,178.22 feet to the Southerly line of the Old Doctors Inlet-Green Cove Springs Road; thence on last said line South 64 degrees 21 minutes 20 seconds East, 581.93 feet to the Point of Beginning, being 28.49 acres, more or less in area.

Less and except any portion lying within Warranty Deed to Donal Merritt Partridge, Sr. and Doris Doreen Partridge, his wife in Official Records Book 1637, page 1580 and Quit Claim Deed to Donal M. Partridge, Sr. and Linda Louise Alderson in Official Records Book 3687, page 1386 of the public records of said County.

#### PARCEL 4 (06-05-26-014244-002-00):

A parcel of land consisting of a portion of Government Lots 1 and 2, Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northeast corner of said Government Lot 1: thence on the East line thereof, South 04 degrees 13 minutes 40 seconds West, 993.24 feet to the Southwesterly line of Old Hard Road and the Point of Beginning; thence continue on said East line, South 04 degrees 13 minutes 40 seconds West, 777.50 feet; thence North 85 degrees 46 minutes 20 seconds West, 109.62 feet; thence North 61 degrees 47 minutes 50 seconds West, 211.28 feet; thence North 17 degrees 45 minutes 10 seconds East, 79.46 feet; thence North 72 degrees 14 minutes 50 seconds West, 30.00 feet; thence South 17 degrees 45 minutes 10 seconds West, 73.93 feet; thence North 85 degrees 46 minutes 23 seconds West, 20.97 feet; thence North 13 degrees 17 minutes 21 seconds East, 205.00 feet; thence North 02 degrees 11 minutes 46 seconds East, 610.86 feet to said Southwesterly line of Old Hard Road; thence on said Southwesterly line, South 64 degrees 21 minutes 20 seconds East, 366.16 feet to the Point of Beginning.

#### PARCEL 5 (06-05-26-014244-001-01):

A parcel of land situated partly in Government Lot 2, and partly in the East 1/2 of the Northeast 1/4 of Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the northeast corner of those lands described in Official Records Book 837, page 467 of the public records of said county; thence on the easterly line of said lands run South 04 degrees 13 minutes 40 seconds West, 777.29 feet to the point of beginning situated in the northerly line of those lands described in Official Records Book 173, page 211 of said public records; thence on said northerly line South 85 degrees 46 minutes 20 seconds East, 114.83 feet to the easterly line of last said lands; thence on said easterly line South 04 degrees 13 minutes 40 seconds West, 1,133.29 feet to the south line of said East 1/2 of the Northeast 1/4; thence on said south line and on the south line of said Government Lot 2, run South



### **ATTACHMENT A-3: LEGAL DESCRIPTION**

89 degrees 26 minutes 40 seconds West, 658.87 feet; thence North 04 degrees 13 minutes 40 seconds East, 1282.65 feet; thence South 85 degrees 46 minutes 23 seconds East, 211.20 feet; thence North 17 degrees 45 minutes 10 seconds East, 73.93 feet; thence South 72 degrees 14 minutes 50 seconds East, 30.0 feet; thence South 17 degrees 45 minutes 10 seconds West, 79.46 feet; thence South 61 degrees 47 minutes 50 seconds East, 211.28 feet; thence South 85 degrees 46 minutes 20 seconds East, 109.62 feet to the point of beginning.

#### **TOGETHER WITH**

A parcel of land situated in Government Lot 2, Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

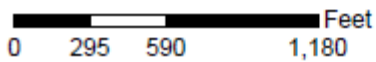
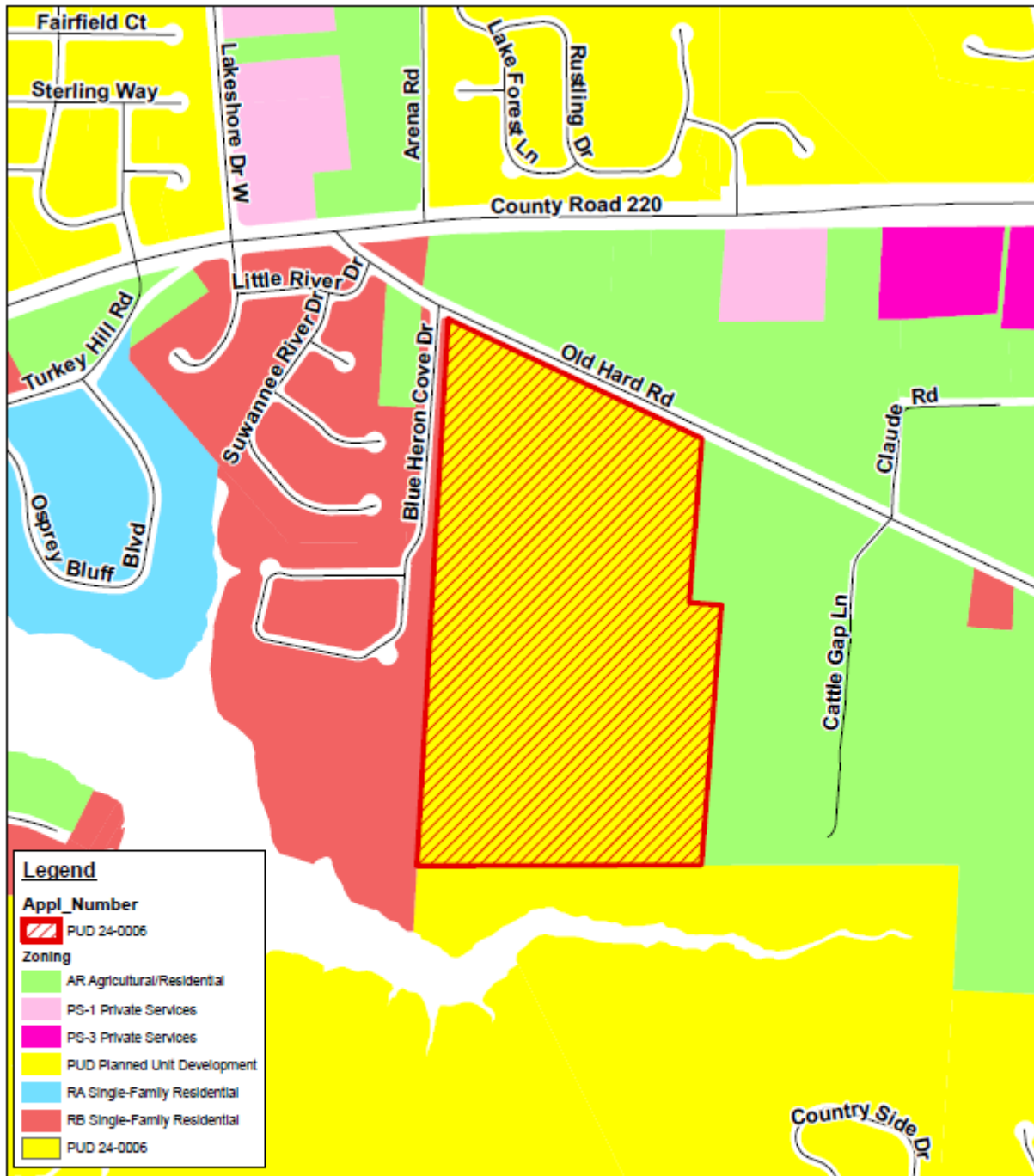
Commence at the Northeast corner of those lands described in Official Records Book 837, Page 467 of the Public Records of said county; thence on the Northeasterly line thereof (also being the Southwesterly line of Old Hard Road), North 64 degrees 21 minutes 20 seconds West, 581.93 feet; thence South 04 degrees 13 minutes 40 seconds West, 895.57 feet to the Point of Beginning; thence continue South 04 degrees 13 minutes 40 seconds West, 1282.65 feet to the South line of said Government Lot 2; thence on said South line, South 89 degrees 26 minutes 40 seconds West, 150.52 feet; thence North 04 degrees 13 minutes 40 seconds East, 1295.33 feet; thence South 85 degrees 43 minutes 23 seconds East, 150.00 feet to the Point of Beginning.

#### **SURVEYOR'S DESCRIPTION**

A parcel of land consisting of a portion of Government Lots 1 and 2, together with a portion of the East 1/2 of the Northeast 1/4, all in Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said East 1/2 of the Northeast 1/4 of Section 6; thence on the West line thereof (also being the East line of said Government Lots 1 and 2) run South 04 degrees 13 minutes 40 seconds West, 993.24 feet to the Point of Beginning, in the Southerly right of way line of the Old Doctors Inlet-Green Cove Springs Road, (also known as Old Hard Road); thence continue on said West line of the East 1/2 of the Northeast 1/4, South 04 degrees 13 minutes 40 seconds West, 777.50 feet; thence South 85 degrees 46 minutes 20 seconds East, 114.83 feet; thence South 04 degrees 13 minutes 40 seconds West, 1,133.29 feet to the South line of said East 1/2 of the Northeast 1/4; thence on last said line and then on the South line of said Government Lot 2, South 89 degrees 26 minutes 40 seconds West, 1298.11 feet to the Easterly line of Admirals Inlet, according to the plat thereof as recorded in Plat Book 37, pages 47 through 52 of the public records of said Clay County; thence North 04 degrees 09 minutes 40 seconds East along said Easterly line, 2,482.52 feet to the aforementioned Southerly right of way line of Old Hard Road; thence on last said line South 64 degrees 21 minutes 20 seconds East, 1,269.29 feet to the Point of Beginning, being 62.64 acres, more or less in area.

Exhibit "A-2"



**Proposed Zoning  
Rezoning: PUD 24-0006  
from AR to PUD**



**FLEMING ISLAND PRESERVE PUD**

**Written Description  
August 30, 2024 (Revised November 14, 2024)**

**I. SUMMARY DESCRIPTION OF THE PROPERTY**

- A. RE #s: 06-05-26-014244-000-00, 06-05-26-014244-003-00, 06-05-26-014244-001-00, 06-05-26-014244-002-00 and 06-05-26-014244-001-01
- B. Current Land Use Designation: Rural Fringe
- C. Current Zoning District: Agriculture Residential
- D. Proposed Zoning District: Planned Unit Development (“PUD”)
- E. The Property satisfies the locational criteria points of Sec. 20.3-10(d)

**II. SUMMARY AND PURPOSE OF THE PUD/COMPREHENSIVE PLAN CONSISTENCY**

Maronda Homes, LLC of Florida (the “Applicant”) proposes to rezone approximately 62.68 acres of property located on Old Hard Road, just south of CR 220 as more particularly described by the legal description attached to this application as **Exhibit “A”** (the “Property”). The Property is currently zoned AR and is vacant land. The Property is bounded on the north and east by land zoned AR, on the west by land zoned RB and on the south by land zoned PUD. The land use designation for the Property is Rural Fringe allowing for a maximum of three (3) units per net acre since it is located within the Urban Service Area with the required number of points described in Section 20.3-10(d). The Rural Fringe land use category allows for PUD zoning.

As described below, this PUD zoning district is being sought to provide for the development of the Property as a single-family residential subdivision with a mix of home values. This PUD allows for a maximum of 156 units with a maximum height of 35 feet. The PUD Conceptual Site Plan dated November 7, 2024, attached hereto as **Exhibit “B”** (the “Site Plan”) shows the concept of the plan of development utilizing 50’ wide by 120’ deep lots.

This PUD will provide for a transition from the larger lot developments west of the Property to the denser developments in Pine Lake and Fleming Island Plantation. The PUD shall be developed in accordance with this PUD Written Description and the Site Plan subject to the finalization of the actual number of units within the PUD up to the maximum stated above.

**III. DESCRIPTION OF DEVELOPMENT**

The development of the Property will be similar to the terms of Residential B (RB) with points and central water and sewer under Section 3-17 of the Zoning Code and a land use designation of Rural Fringe as more fully described below:

**A. PUD CONCEPTUAL SITE PLAN**

The Site Plan shows the proposed PUD layout, including the access points, schematic internal roadway layout, buffers, lot sizes and other features of the proposed development. The

configuration of the development as depicted in the Site Plan is conceptual and revisions to the Site Plan, including the internal circulation, stormwater management facilities and other development features and infrastructure may be required as the proposed development proceeds through final engineering and site plan review, subject to the review and approval of the Development Review Committee.

**B. PERMITTED USES**

1. Permitted Uses and Structures include the following uses:
  - a. Single family homes and accessory structures with a height no greater than the primary structure.
  - b. Amenity/recreation centers, which may include a pool, cabana/clubhouse, meeting rooms, health/exercise facility, sauna, and similar uses.
  - c. Parks, open space, playgrounds, playfields, fire pit/gathering areas, observation and shade pavilions, dog parks, park structures, site furnishings, landscaping, vegetative screens or buffers, fencing, walkways, greenways, nature walks, trails, exercise courses, boardwalks, footbridges, gardens, noncommercial greenhouses and plant nurseries, tool houses, garden sheds, garden work centers, ponds, observation platforms, benches, picnic areas, shelters and informational kiosks, signage, habitat enhancement devices such as birdhouses, duck houses, and bat houses, and other similar uses and structures designed for and used for recreational/open spaces.
  - d. Uses which are adjacent to a lake/wetland may use small pram boats, paddle boats, kayaks, canoes, and similar small, recreational boats on the lake/wetland. Gasoline, diesel and other powered motors are prohibited, except for boats used to maintain the lake/wetland.
  - e. Mail center.
  - f. Live/Work uses, subject to the provisions of the Zoning Code.
  - g. Stormwater, management and flood control improvements, as permitted by the applicable regulatory agencies.
  - h. Essential services, including water, sewer, gas, telephone, radio, cable, television, and electric, meeting the performance standards and development criteria set forth in the Zoning Code.
  - i. Garage sales will be allowed up to a maximum of two garage sales within any calendar year. The duration of each garage sale shall be a maximum of 72 hours and may be conducted only within daylight hours. No sign advertising a garage sale may be placed on any public right-of-way.
  - j. Satellite dish receivers for individual use.

2. Minimum lot width and depth, Maximum density, Maximum lot coverage by all buildings, Minimum yard requirements, and Maximum height of structures.

a. Minimum Lot width, lot coverage, setbacks and maximum height of structures:

i. *Minimum lot width at building line – 50 feet*

ii. *Minimum lot depth – 120 feet*

iii. *Minimum lot area – 6,000 square feet*

iv. *Maximum lot coverage by all buildings – 60%*

v. *Minimum yard requirements:*

(1) *Front Setback – 20 feet with front facing garage setback at 25 feet*

(2) *Side Setback – 5 feet*

(3) *Rear Setback – 10 feet*

vi. *Minimum Setback from Property Boundary:*

(1) On the west along the boundary with Blue Heron Cove Drive – 15 feet which may include fencing, landscaping and/or screening

(2) On the north along the boundary with Old Hard Road- 20 feet which may include fencing, landscaping and/or screening and tree planting thirty (30) foot on center

(3) On the east along the Property boundary – 15 feet which may include fencing, landscaping and/or screening

(4) On the south boundary – 25 feet from the jurisdictional wetland line

vi. *Maximum height of structure – 35 feet*

b. Patios/porches. Patios and porches, including screened patios/porches with a structural roof, outdoor dining, terraces, courtyards, or similar exterior structures, shall be permitted for each unit and may be located within any required yard subject to the foregoing Minimum Setbacks.

3. Architectural Elevations. The architectural elevations of the homes to be constructed in the development shall not be repeated more frequently than once every third lot on the same side of the street or directly across the street from the same architectural elevation to

ensure design diversity and aesthetic cohesion and variety throughout the development.

**C. RECREATION**

Recreation space totaling not less than ten percent (10%) of the net acreage for development shall be provided and is shown on the site plan. The recreation space includes the amenities center, trails, open space that may be developed as a dog park or linear park and any pocket parks.

**D. ACCESS**

Access will be provided along Old Hard Road as shown on the Site Plan with one main entrance and two additional emergency access points over stabilized easements equipped with knock boxes for emergency services. The location and design of the access points on Old Hard Road and internal driveways as shown on the Site Plan may vary prior to development; provided, however, that the final design of the access point(s), potential connection, and internal roads shall be subject to the review and approval of Development Review Committee.

**E. LANDSCAPING/BUFFERS**

The development will comply with the Tree Planting and Landscaping Standards under Article VI of the Zoning Code (“Landscape Code”) with the following enhancements. Although under the Landscape Code no perimeter buffer around the property is required since the development is adjacent to other single family residential land and only a ten foot buffer is required along Old Hard Road, there shall be installed a 20 foot wide vegetative buffer along the northern, western and eastern boundaries of the development and the 20 foot buffer along Old Hard Road shall include tree plantings every 30 feet on center rather than the lesser requirement of every 50 feet on center under the Landscape Code. The eastern and western 20 foot buffer areas shall consist of a diverse array of native plant species designed to provide effective visual and auditory screening. All buffers shall be designed to achieve a minimum opacity of 60% within three years of planting. The selection of vegetation shall include a mix of shrubs, trees, and ground cover that are indigenous to the region. The design of the buffers shall promote habitat connectivity, enhance regional biodiversity, and comply with all applicable local environmental regulations and guidelines.

**F. CONSTRUCTION OFFICES/MODEL HOMES/REAL ESTATE RENTALS.**

On-site, temporary construction offices/trailers/model units will be permitted on the Property until that the project is built out. Parking is permitted adjacent to model units.

**G. PARKING**

Off-street parking will be provided for each lot sufficient to allow at least two (2) vehicles to be parked in the driveway without encroaching on the sidewalk.

**H. SIGNAGE**

Signage will be provided in accordance with the Sign Regulations of Clay County, Florida

under Article VII, Section 7-28 of the Zoning Code for property within the PUD zoning district.

**I. HOMEOWNERS ASSOCIATION**

The developer of the Property will create a homeowner's association that will be responsible for maintenance and repair of the common areas of the development, including the roads and streets within the development, and will be entitled to assess the lot owners for the cost thereof.

**IV. JUSTIFICATION FOR THE PUD REZONING.**

As described above, this PUD is being requested to permit the development of a residential subdivision with unique characteristics making it more appealing to the market and enhancing the type of housing available in Fleming Island. The Property is within the Rural Fringe land use category which is reserved for land within the existing urban service area and characterized by median density single family detached housing. The Rural Fringe land use category allows for a maximum density of three (3) units per net acre. The planned development is consistent with the land use and will not exceed this density limit. The development of the Property could be considered urban infill. The PUD allows for certain deviations from the Zoning Code to permit the intended development to incorporate standards and lot sizes that are not available under the RB or any other straight zoning category. The PUD design allows for a unique development scheme while ensuring consistency and compatibility with the surrounding zoning and existing uses. The proposed PUD will not create a district that is unrelated to or incompatible with adjacent and nearby districts. Properties in the area are developed as single-family homes on lots of varying sizes, ranging in from a low of 50 feet to over 100 feet in frontage, and the proposed development is not incompatible with these surrounding uses. The buffers provided for in the PUD will screen and provide a separation from the adjacent properties to avoid any adverse effect on them. The most dense straight zoning district is RB which, although allowing for 60 foot lots, requires a minimum lot size of 11, 616 square feet, limits the mix of lot sizes and would fail to provide the price point and lot characteristics sought by today's home buyers.

**V. Names of Development Team**

Developer: Maronda Homes, LLC

Development Consultant: Coastland Development Group LLC

Planner/Engineer: Toco Engineering

Architects: N/A







Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: April 29, 2024	CAC Meeting Date (if applicable): Oct 16, 2024
Date Rec: 9/15/24	Received By: Laura Hanson
IMS #: PUD 24-0006	

REZONING APPLICATION

Owner's Name: Doris Doreen Partridge	If the property is under more than one ownership please use multiple sheets.
Owner's Address: 60 Old Hard Road	
City: Fleming Island	State: FL
Phone: 904-626-9331	Email: doreen1953@icloud.com
Zip Code: 32003	

Parcel & Rezoning Information

Parcel Identification Number: 06-05-26-014244-002-00 and 06-05-26-014244-001-01		
Address: Old Hard Road		
City: Fleming Island	State: FL	Zip Code: 32003
Number of Acres being Rezoned: 28.79	Current Zoning: AR	Current Land Use: RF
Proposed Zoning: PUD	I am seeking a: Permitted Use <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/>	
Property Will be Used as:	single family residential subdivision	

Required Attachments

- Deed  Survey  Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
- Agents Authorization Attachment A-1  Owner's Affidavit Attachment A-2  Legal Description Attachment A-3
- Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4

Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present**. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your rezoning hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

**Application Certification**

I, hereby certify that I am the Owner or the authorized agent of the Owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I, III, and XII of the Clay County Code.

Owner's Signature: /s/ Frank E. Miller

Date: 09/06/2024

Printed Name: Frank E. Miller

The rest of this space is intentionally left blank

Clay County Rezoning Agent Authorization Affidavit - Attachment A-1

Date: 7/24/2024

Clay County Board of County Commissioners  
Division of Planning & Zoning  
Attn: Zoning Chief  
P.O. Box 1366  
Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. As the Owner, I hereby authorize and empower Frank E. Miller, of Gunster, Yoakley & Stewart PA

whose address is:

1 Independent Drive Suite 2300 Jacksonville, FL 32202

Phone: (904) 354-1980

Email: FMiller@Gunster.com

to act as agent for rezoning the property located at (address or Parcel ID): 06-05-26-014244-000-00

and in connection with such authorization to file such applications, papers, documents, requests, and other matters necessary for such requested change.

Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

*Diane Partridge Soha*

7-31-2014

Signature of Owner:

Date:

Diane Partridge Soha, Diane Land Corporation

Printed Name of Owner:

Sworn to and subscribed before me this 31 day of July A.D. 20 24

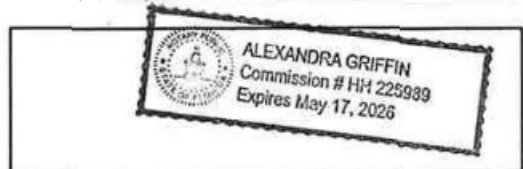
Personally known \_\_\_\_\_ or produced identification.

Type of identification produced DL and number (#): \_\_\_\_\_

*[Signature]*

Signature of Notary

Date:



Clay County Rezoning Property Ownership Affidavit – Attachment A-2

Date: 7/24/2024

Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. I give full consent to process the application for rezoning.

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I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

*Diane Partridge Soha*

7-31-2024

Signature of Owner:

Date:

Diane Partridge Soha, Diane Land Corporation

Printed Name of Owner:

Sworn to and subscribed before me this 31 day of July A.D. 20 24

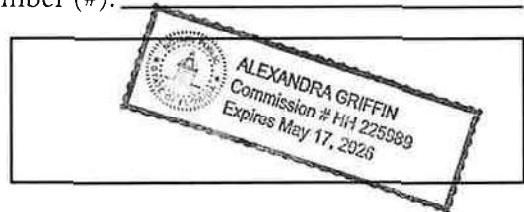
Personally known \_\_\_\_\_ or produced identification.

Type of identification produced DL and number (#): \_\_\_\_\_

*AG*

Signature of Notary

Date:





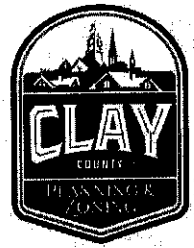
Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: April 29, 2024	CAC Meeting Date (if applicable): <sup>CLD</sup> Oct. 16, 2024
Date Rec: 9/5/24	Received By: Laura Hanson IMS #: PUD 24-0006

REZONING APPLICATION

Owner's Name: Diane Land Corp	If the property is under more than one ownership please use multiple sheets.	
Owner's Address: 60 Old Hard Road		
City: Fleming Island	State: FL	Zip Code: 32003
Phone: 904-219-0980	Email: hsoha@aol.com	

Parcel & Rezoning Information

Parcel Identification Number: 06-05-26-014244-000-00		
Address: Old Hard Road		
City: Fleming Island	State: FL	Zip Code: 32003
Number of Acres being Rezoned: 16.9	Current Zoning: AR	Current Land Use: RF
Proposed Zoning: PUD	I am seeking a: Permitted Use <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/>	
Property Will be Used as:	single family residential subdivision	

Required Attachments

- Deed  Survey  Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
- Agents Authorization Attachment A-1  Owner's Affidavit Attachment A-2  Legal Description Attachment A-3
- Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4

Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present**. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your rezoning hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

**Application Certification**

I, hereby certify that I am the Owner or the authorized agent of the Owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I, III, and XII of the Clay County Code.

Owner's Signature:

Date:

Printed Name:

The rest of this space is intentionally left blank

Clay County Rezoning Agent Authorization Affidavit – Attachment A-1

Date: 7/24/2024

Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. As the Owner, I hereby authorize and empower Frank E. Miller, of Gunster, Yoakley & Stewart PA

whose address is:

1 Independent Drive Suite 2300 Jacksonville, FL 32202

Phone: (904) 354-1980

Email: FMiller@Gunster.com

to act as agent for rezoning the property located at (address or Parcel ID): 06-05-26-014244-002-00

06-05-26-014244-001-01

and in connection with such authorization to file such applications, papers, documents, requests, and other matters necessary for such requested change.

Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

*Doris D Partridge July 30, 2024*

Signature of Owner:

Date:

Doris D. Partridge, Trustee of the Doris Doreen Partridge Revocable Trust

Printed Name of Owner:

Sworn to and subscribed before me this 30 day of JULY A.D. 2024

Personally known \_\_\_\_\_ or produced identification.

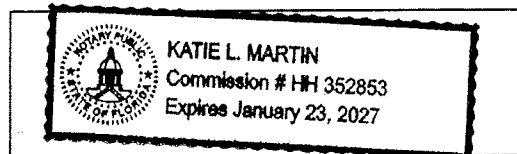
Type of identification produced DL and number (#): \_\_\_\_\_

*Katie L. Martin*

7/30/24

Signature of Notary

Date:



Clay County Rezoning Property Ownership Affidavit – Attachment A-2

Date: 7/24/2024

Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, FL 32043

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Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

Doris D Partridge July 30, 2024  
Signature of Owner: Date:

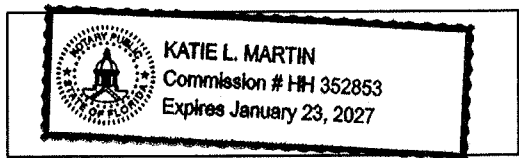
Doris D. Partridge, Trustee of the Doris Doreen Partridge Revocable Trust  
Printed Name of Owner:

Sworn to and subscribed before me this 30 day of JULY A.D. 2024

Personally known \_\_\_\_\_ or produced identification.

Type of identification produced DL and number (#): \_\_\_\_\_

KOLB 7/30/24  
Signature of Notary Date:







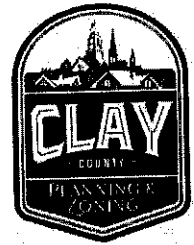
Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: April 29, 2024	CAC Meeting Date (if applicable): Oct 16, 2024
Date Rec: 9/5/24	Received By: Laura Hanson IMS #: PUD 24-0006

REZONING APPLICATION

Owner's Name: Linda Land Corp	If the property is under more than one ownership please use multiple sheets.	
Owner's Address: 60 Old Hard Road		
City: Fleming Island	State: FL 32003	Zip Code: 32003
Phone: 904-219-9785	Email: lindapwd@gmial.com	

Parcel & Rezoning Information

Parcel Identification Number: 06-05-26-014244-003-00 and 06-05-26-014244-001-00		
Address: Old Hard Road		
City: Fleming Island	State: FL	Zip Code: 32003
Number of Acres being Rezoned: 16.95	Current Zoning: AR	Current Land Use: RF
Proposed Zoning: PUD	I am seeking a: Permitted Use <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/>	
Property Will be Used as:	single family residential subdivision	

Required Attachments

<input checked="" type="checkbox"/> Deed	<input checked="" type="checkbox"/> Survey	<input checked="" type="checkbox"/> Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
<input checked="" type="checkbox"/> Agents Authorization Attachment A-1	<input checked="" type="checkbox"/> Owner's Affidavit Attachment A-2	<input checked="" type="checkbox"/> Legal Description Attachment A-3
<input checked="" type="checkbox"/> Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4		

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The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

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Owner's Signature:

Date:

Printed Name:

The rest of this space is intentionally left blank

Clay County Rezoning Agent Authorization Affidavit – Attachment A-1

Date: 7/24/2024

Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. As the Owner, I hereby authorize and empower Frank E. Miller, of Gunster, Yoakley & Stewart PA

whose address is:

1 Independent Drive Suite 2300 Jacksonville, FL 32202

Phone: (904) 354-1980

Email: FMiller@Gunster.com

to act as agent for rezoning the property located at (address or Parcel ID): 06-05-26-014244-003-00 &

06-05-26-014244-001-00

and in connection with such authorization to file such applications, papers, documents, requests, and other matters necessary for such requested change.

Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

*Linda P. Alderson*

*July 25, 2024*

Signature of Owner:

Date:

Linda P. Alderson, Linda Land Corporation

Printed Name of Owner:

Sworn to and subscribed before me this 25 day of July A.D. 2024

Personally known or produced identification.

Type of identification produced and number (#):

*Christina S. Pafford*

Signature of Notary

Date:





FROM THE DESK OF

**Michael A. Burns**

September 16, 2024

Clay County Zoning Department  
477 Houston Street  
Green Cove Springs, FL 32043

Re: Rezoning of Parcel #06-05-26-014244-0002-00 and Contiguous Parcels

Dear Zoning Department Staff,

This letter is to express my opposition to the rezoning of the above referenced parcel / parcels.

This property is sited on the old portion of Old Hard Rd. As such, there are no accommodations for sidewalks or other means to safely provide for pedestrian traffic.

After the opening of the charter school at the corner of Canova Rd. and CR #220 we have experienced a tremendous increase in vehicular traffic which has increased the trips exponentially.

The residents on Old Hard Rd. have expressed our concerns with this condition to our respective county commissioner only to be told that "this is the result of unintended consequences"

With a planned construction of one hundred eighty (180) units and given that there will be two (2) vehicles per unit that would equal three hundred sixty (360) additional trips per day not including background trips.

The Clay County Sheriff's Office is routinely contacted for traffic enforcement on this road as speeds will reach sixty (60) miles per hour with vehicles passing with a double yellow line.

I would submit for your consideration that the requested zoning change is not consistent with the surrounding land use and denying this request would prevent adding to the "Unintended Consequences" that we suffer on a daily basis.

Respectfully submitted,

Michael A. Burns

## Laura Hanson

---

**From:** Brad Grantham <bradandcinde@gmail.com>  
**Sent:** Friday, September 13, 2024 6:44 PM  
**To:** Clay Zoning  
**Subject:** Housing complex old hard rd

**Categories:** Laura

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.

To whom it may concern

Please please please do not build more houses on old hard road! That area can not handle the traffic with the current situation of traffic at St. John's classical. Old hard road is already a very dangerous road to travel on with the current population.

Respectfully

Sent from my iPhone

**From:** [Michelle SZAFRANSKI](#)  
**To:** [Michael Brown](#); [Beth Carson](#); [Kellie Henry](#); [Dodie C. Selig](#); [lydon.colleen@gmail.com](mailto:lydon.colleen@gmail.com); [rhondaleejett71@gmail.com](mailto:rhondaleejett71@gmail.com); [drmapp@hotmail.com](mailto:drmapp@hotmail.com); [edenjordan@cbvfl.com](mailto:edenjordan@cbvfl.com); [Nicholas\\_male@outlook.com](mailto:Nicholas_male@outlook.com); [mike.cella@gmail.com](mailto:mike.cella@gmail.com)  
**Subject:** Against Proposed 179 home subdivision off Old Hard Road in Fleming Island  
**Date:** Saturday, September 14, 2024 1:04:34 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.

Dear Committee Members and Board Members,

I am urging you to decline the application for a new subdivision off Old Hard Rd in Fleming Island. The purpose of the committee is to "provide for planned and orderly growth while improving the quality of life for County residents". An additional 179 homes with 2 cars/home added to this road will greatly impact the amount of traffic and will certainly not improve our quality of life. It is currently a continual stream of cars on Old Hard and Canova at school start and dismissal times. The residents of these streets cannot even leave their driveway to get to work. Not to mention the traffic hazard at the Old Hard Rd. intersection with County Road 220.

We have enough homes and businesses in Fleming Island. Are we going to make this area so crowded that people don't want to live here any longer thus affecting our home values and livelihood? I am urging the planning and zoning committee members as well as the Fleming Island Citizens Advisory Committee members to vote this down!

Thank you for your consideration,

*Michelle Szafranski*

*FIP CDD Vice Chair and 22 year resident*

## Laura Hanson

---

**From:** Brad Grantham <bradandcinde@gmail.com>  
**Sent:** Friday, September 13, 2024 6:44 PM  
**To:** Clay Zoning  
**Subject:** Housing complex old hard rd

**Categories:** Laura

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Respectfully

Sent from my iPhone





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE: 10/7/2024

FROM: Jenni Bryla, Zoning Chief

SUBJECT:

A. COMP 24-0024

This application is a FLUM Amendment to change 0.05 acres from Commercial (COM) to Rural Residential (RR).

B. ZON 24-0032

This application is a Rezoning to change from Commercial and Professional Office District (BA-2) to Agricultural Residential District (AR).

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
Staff Report for COMP 24-0024	Cover Memo	11/19/2024	COMP_24-0024-_PC_Staff_Report_-_SS-CPA-DRAFT_jb_bc.pdf
application	Backup Material	11/26/2024	CPA_Form_and_certification_SS_LU_for_0.05_ac_v1ADA.pdf
Applicant narrative	Backup Material	11/26/2024	Proposed_FLUM_Amendment__CR_218_9_30_2024_v1ADA.pdf
Ordinance COMP 24-0024	Backup Material	11/26/2024	COMP_24-0024-_ordinance_finalADA.pdf
Staff Report for ZON 24-0032	Cover Memo	11/18/2024	ZON_24-0032_Staff_Report-_DRAFT_jb_bc.docx
application	Backup Material	11/26/2024	Rezone_0.05_ac_to_RR_Form_and_Certification_v1_(1)ADA.pdf
Ordinance ZON 24-0032	Backup Material	11/26/2024	ZON_24-0032-Ordinance_finalADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	12/4/2024 - 8:36 AM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	12/4/2024 - 12:16 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	12/4/2024 - 12:56 PM	AnswerNotes



---

1 **Staff Report and Recommendations for COMP 24-0024**

2

3 Copies of the application are available at the Clay County  
4 Administration Office, 3<sup>rd</sup> floor, located at 477 Houston Street Green Cove Springs, FL 32043

5

---

6 **Owner / Applicant Information:**

<b>Owner:</b> Mickey Hall	<b>Address:</b> 1477 Rivers Road.
<b>Agent:</b> Susan Fraser (SLF Consulting, Inc.)	Middleburg, FL 32068
<b>Phone:</b> 904-591-8942	
<b>Email:</b> slfraser@bellsouth.net	

7

---

8 **Property Information**

<b>Parcel ID:</b> (a portion) 36-04-23-000382-001-00	<b>Address:</b> 5400 County Rd 218 (portion)
<b>Current Land Use:</b> COM (Commercial)	<b>Current Zoning:</b> BA-2 (Commercial & Professional Office)
<b>Proposed Land Use:</b> RR (Rural Residential)	<b>Acres</b> 0.05 +/- acres portion of the parcel
<b>Commission District:</b> 4, Comm. Condon	<b>Planning District:</b> Middleburg/Clay Hill

9

---

10 **Introduction:**

11 This application is a Small-Scale Comprehensive Plan Amendment to the 2040 Future Land Use Map  
12 (FLUM). The application would change a very small portion of a single parcel of land from COM  
13 (Commercial) to RR (Rural Residential). The Applicant's intent is to add the necessary additional acreage  
14 to the tract of land to the Northeast, which has a Future Land Use of Rural Residential (RR).

15

16 The subject parcel is located Northeast of CR 218 extension and within the Clay Hill Overlay; south of the  
17 intersection of Mallard Rd and CR 218 extension (Figure 1). Currently a mobile home sits on the land that is  
18 to the Northeast of the parcel.

19

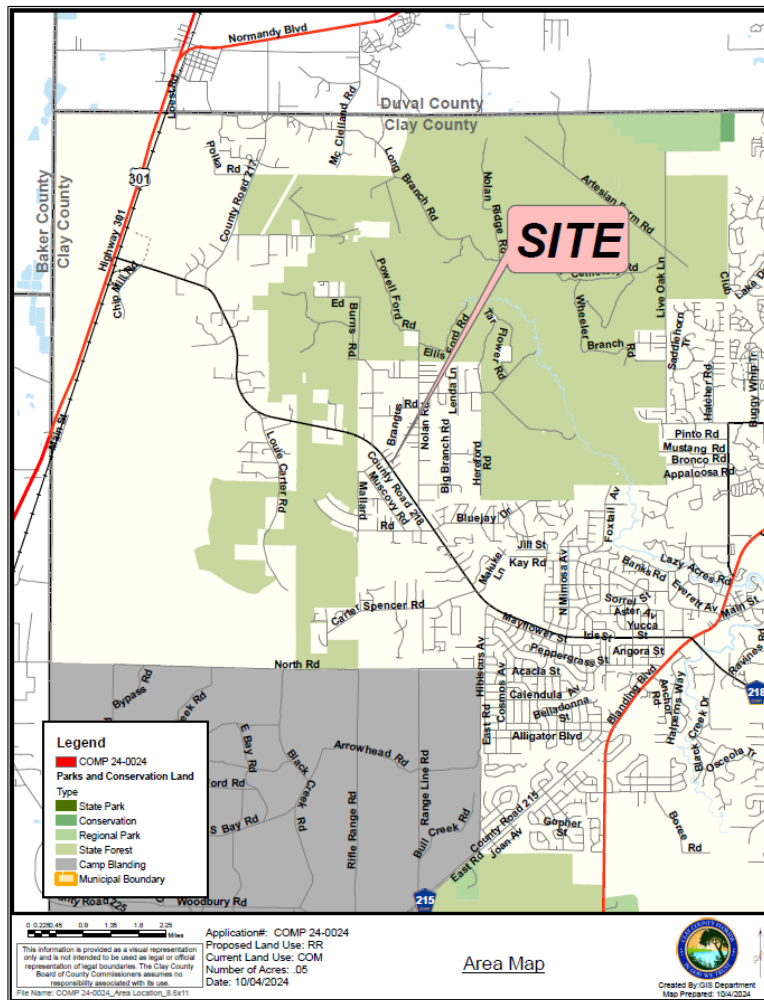
20 This total piece of property was adopted with "split" Land Use when the County adopted the initial  
21 Comprehensive Plan in 1991. The southwest portion of the parcel was assigned the Future Land Use of  
22 Commercial consistent with the rest of the corridor and a zoning designation of BA-2. The balance of the  
23 property was given a designation of Rural Residential Land Use. The current zoning of the northeastern piece  
24 of the parcel is Agricultural/ Residential (AR) consistent with the surrounding parcels to the northeast.  
25 Unfortunately, the minimum acreage for an AR parcel is one acre. This proposed Land Use Change would  
26 add to the northeast portion of the lot and make it compatible with the requirements for AR parcels.  
27 Therefore, the mobile home could be replaced with a different residential structure if the Applicant chooses  
28 to do so.

29

30 The parcel is also located within the Clay Hill design overlay. The intent of this overlay, is to establish design  
 31 standards for the visual and functional development of non-residential zoned property within the Clay Hill  
 32 unincorporated area of Clay County, Florida. It is the Clay Hill Community’s desire that the commercial  
 33 areas in the overlay, retain the rural character by encouraging a “rustic, Florida vernacular or cracker theme  
 34 in the design of new commercial or expansion of existing developments. This proposed amendment would  
 35 not alter the requirements of the Clay Hill overlay.

36  
 37 A companion Rezoning application from BA-2 to AR follows this comprehensive plan amendment.  
 38

39 Figure 1 – Location Map



40

Figure 2 – Parcel Map

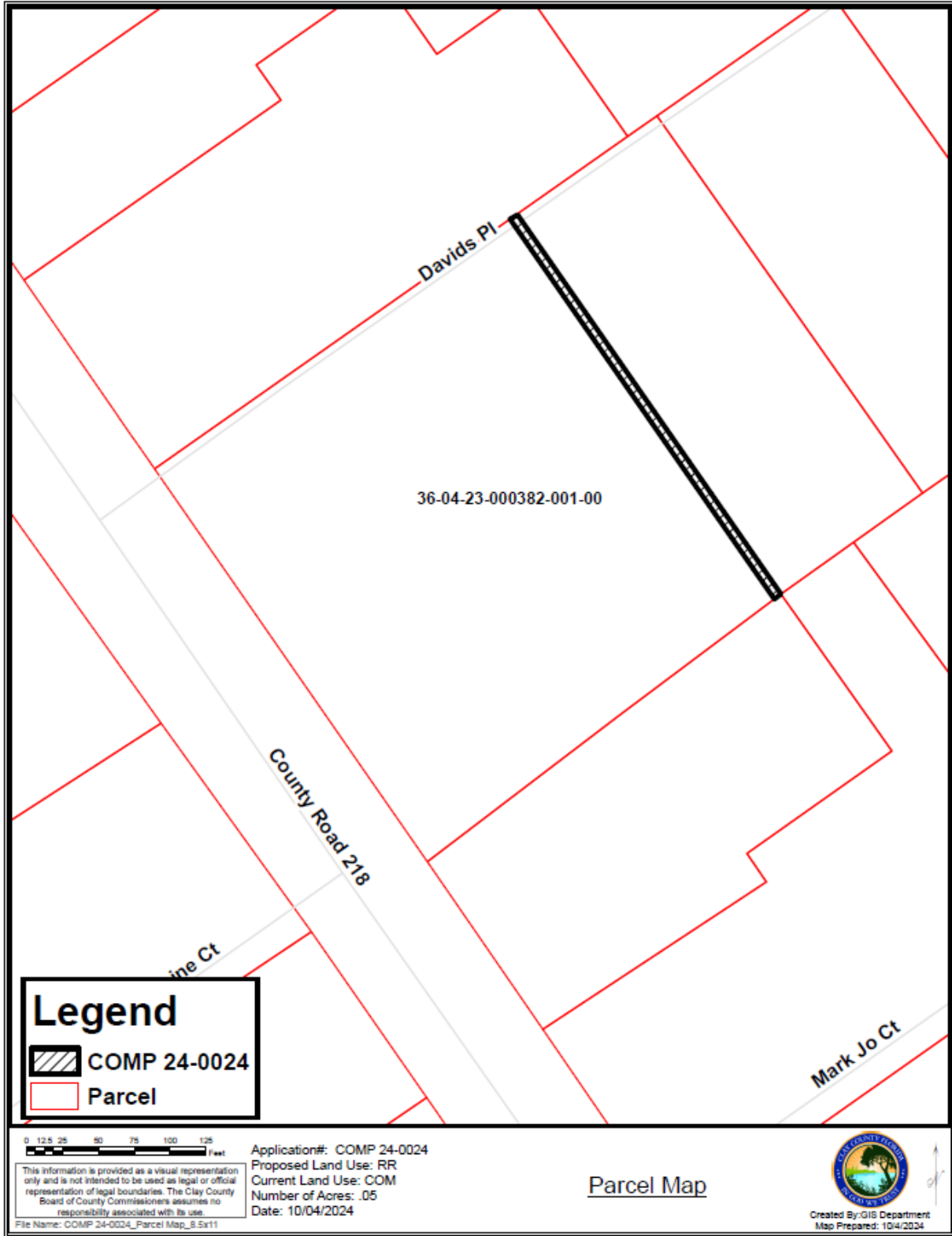


Figure 3 - Aerial Photo



Figure 4 – Existing Future Land Use Designation Map

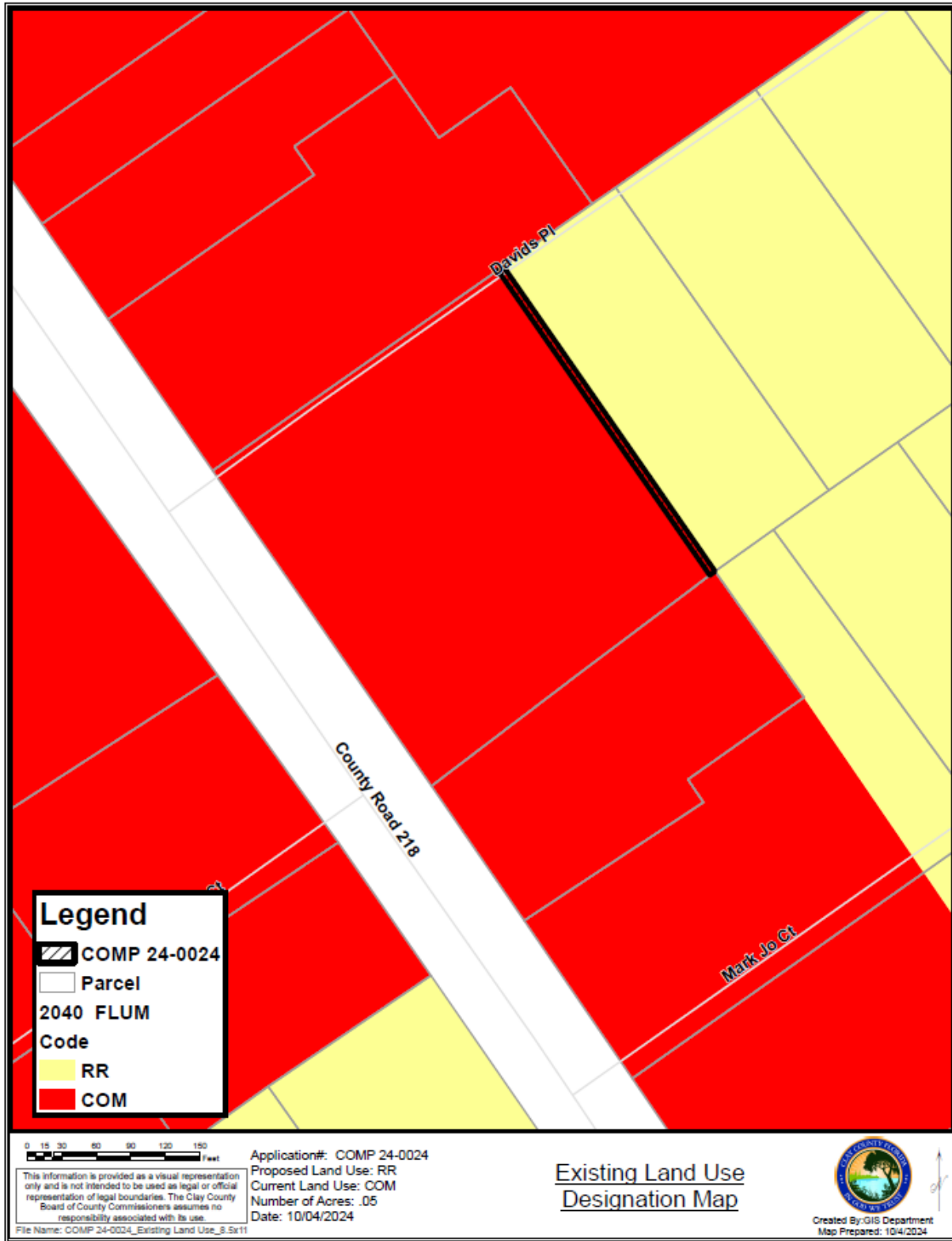
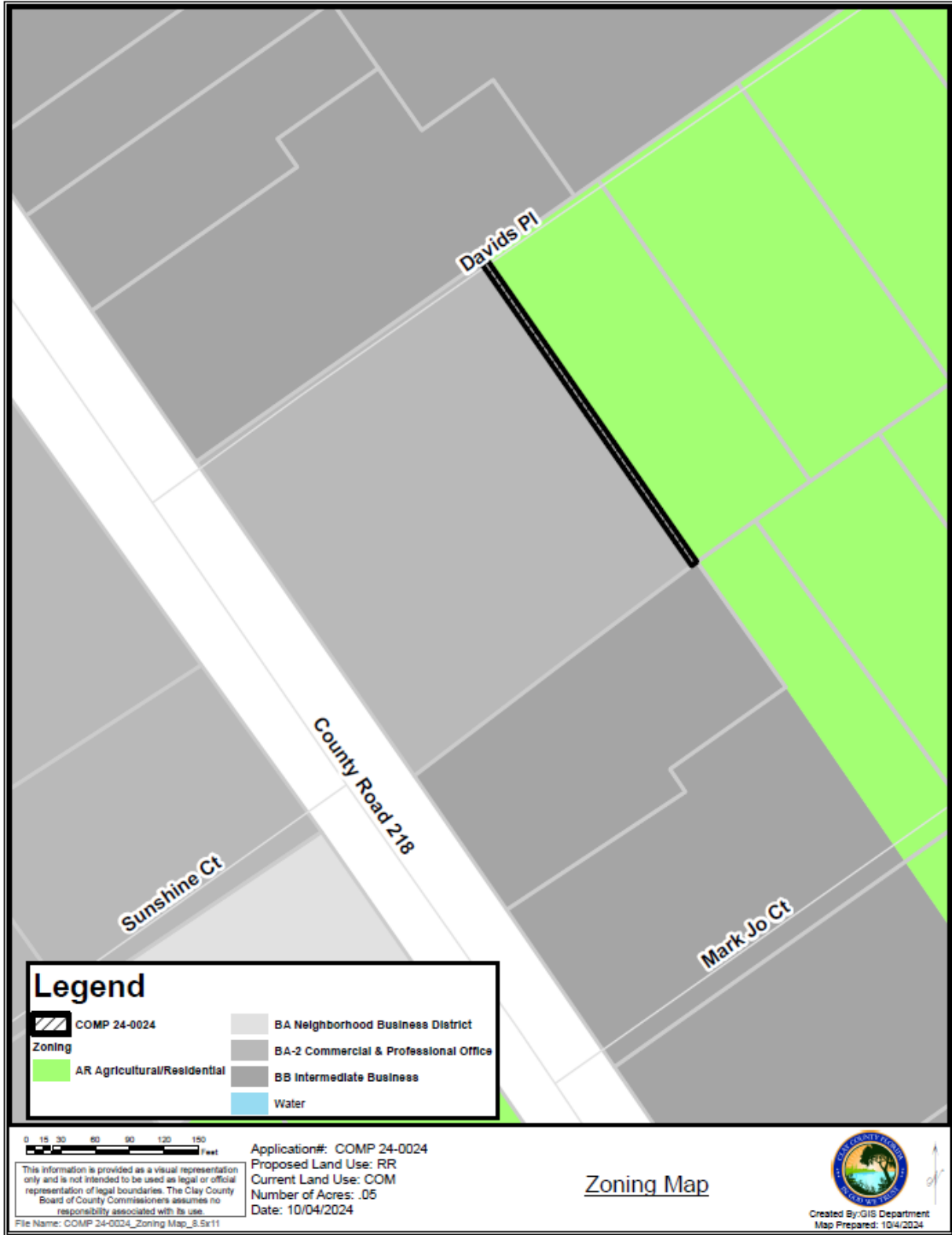


Figure 5 – Proposed Future Land Use Designation Map





Figure 6 –Zoning Map



51 **Availability of Services**

52 **Traffic Facilities:**

53 The County's Mobility Fee will apply to any new development of this property.

54 **Schools:**

55 There are no additional residential uses associated with this land use change at this time.

56

57 **Recreation:**

58 There are no additional residential uses associated with this land use change.

59

60 **Water and Wastewater:**

61 The property would be served by existing well and septic.

62

63 **Stormwater/Drainage:**

64 Stormwater management for any new construction will need to meet County and St. Johns Water  
65 Management District standards.

66 **Solid Waste:**

67 Clay County has existing solid waste capacity to service to the area.

68 **Land Suitability:**

69 **Soils:**

70 See Figure 7.

71 **Flood Plain:**

72 There is a wet pond on the site in the northeast corner of the total lot, the subject parcel however contains no  
73 presence of flood plain. There does not appear to be a Flood Plain issues associated with this total parcel.  
74 Should there be any, development impacts within any floodplain area on the subject parcel will be required  
75 to be mitigated. See Figure 8.

76 **Topography:**

77 The total lot has roughly a five-foot slope from a high point to the west near the CR 218 and the eastern edge  
78 of the property. The subject parcel has no significant topography to mention. See Figure 9.

79 **Regionally Significant Habitat:**

80 There has been no significant habitat identified in close proximity to the subject parcel. See Figure 10.

81 **Historic Resources:**

82 There are no historic resource structures on the subject parcel. See Figure 11.

83 **Compatibility with Military Installations:**

84 The subject property is not located near Camp Blanding.

85

Figure 7 – Soil Map

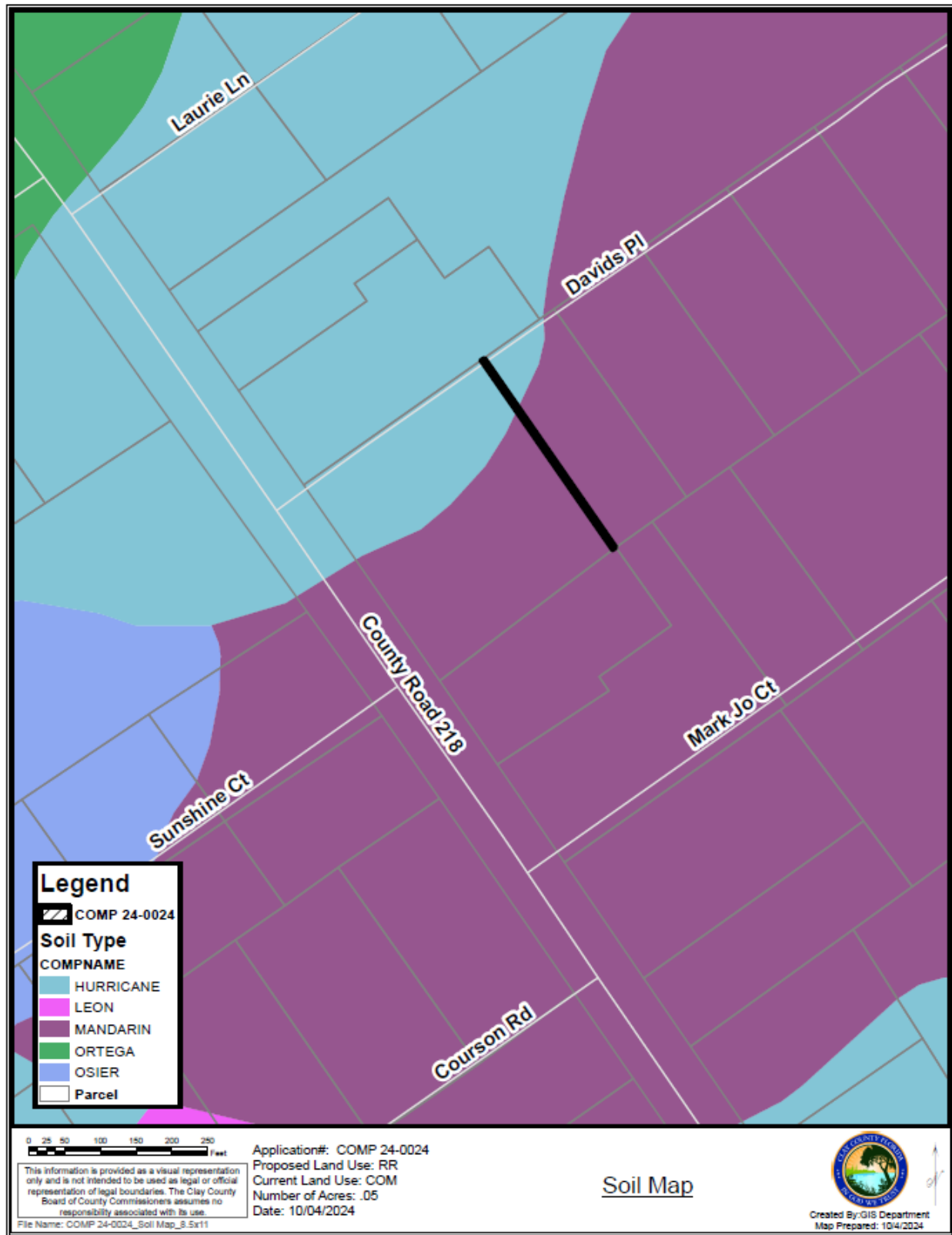


Figure 8 – Flood Zone Map

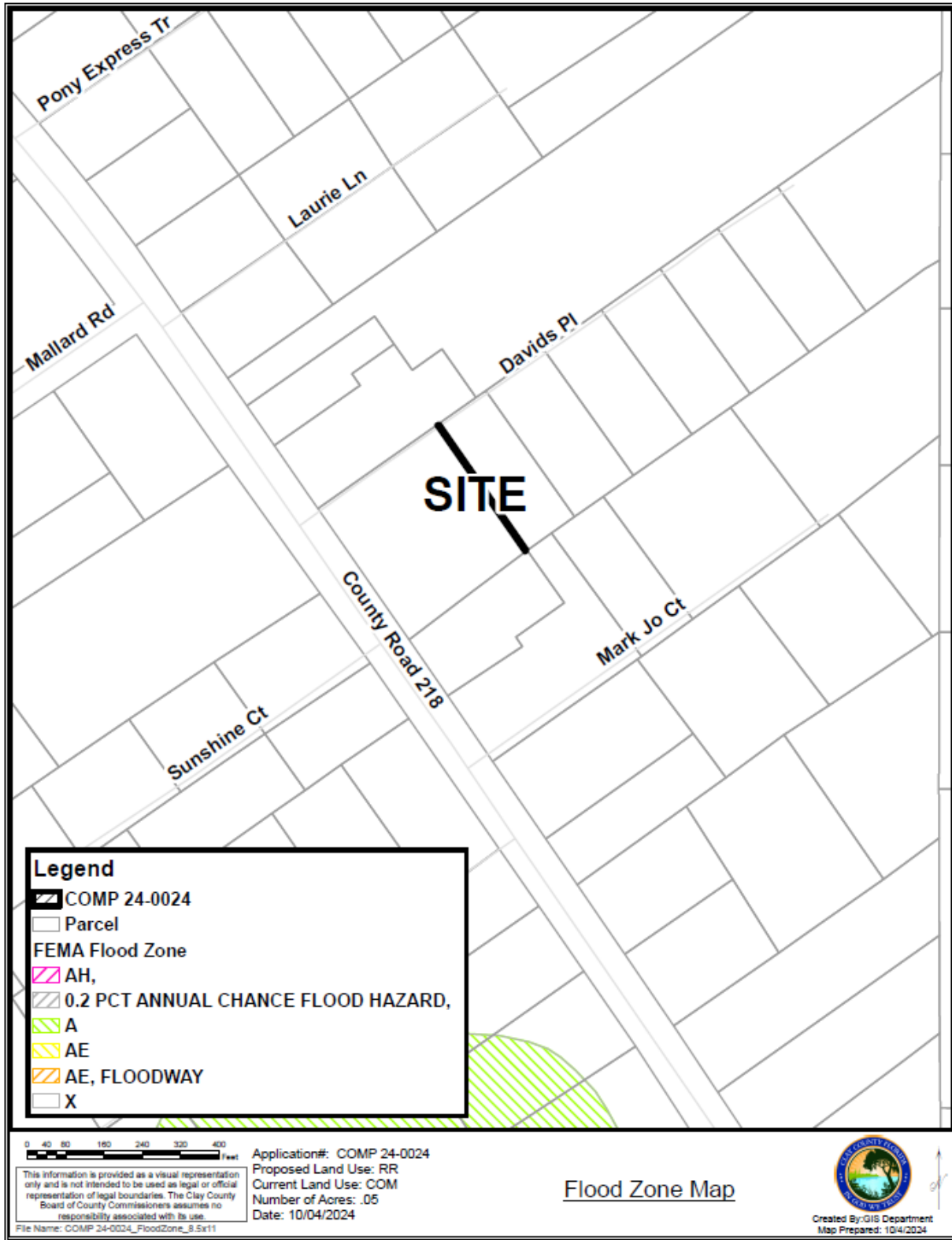


Figure 9 – Topography Map

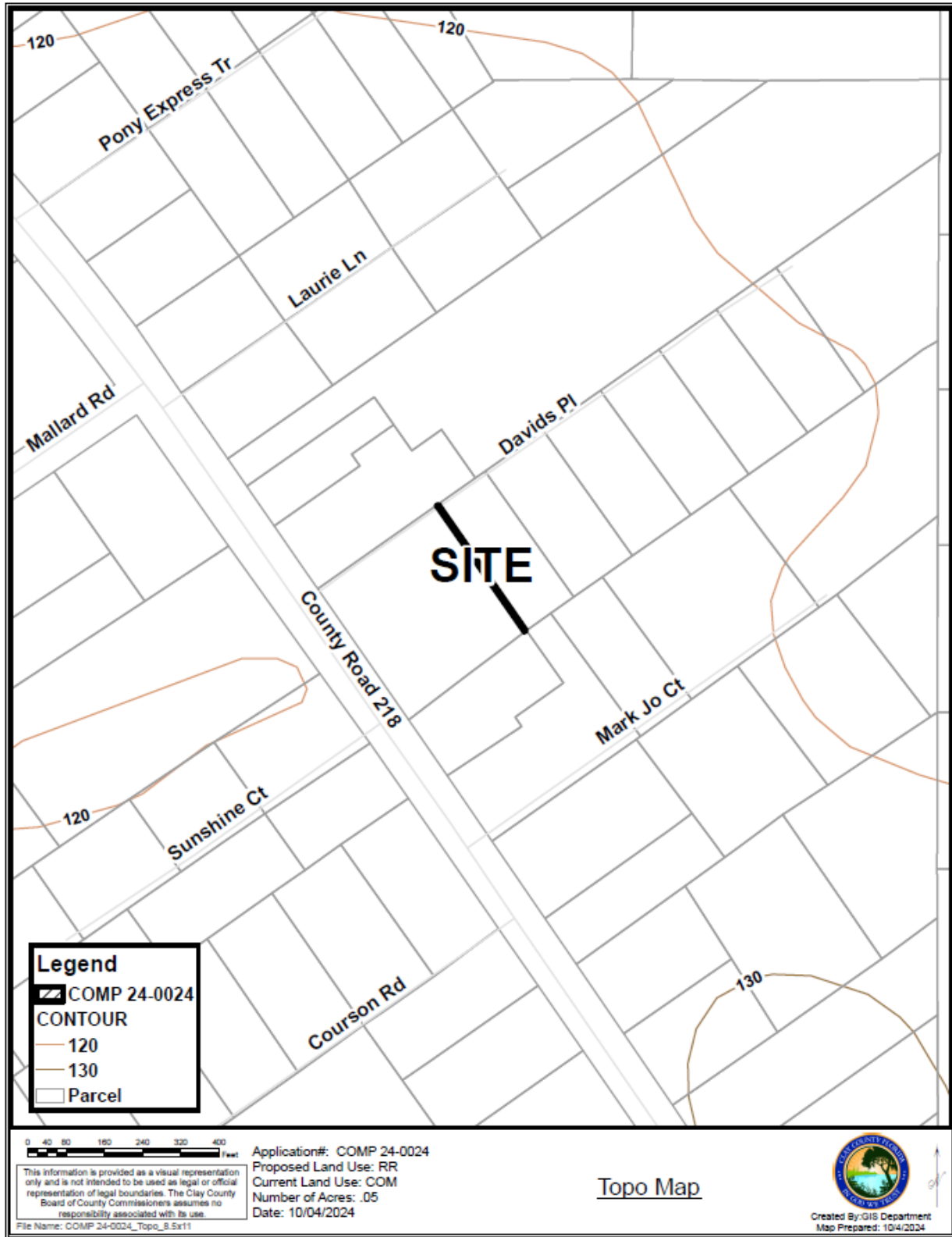


Figure 10 – Habitat Value Map

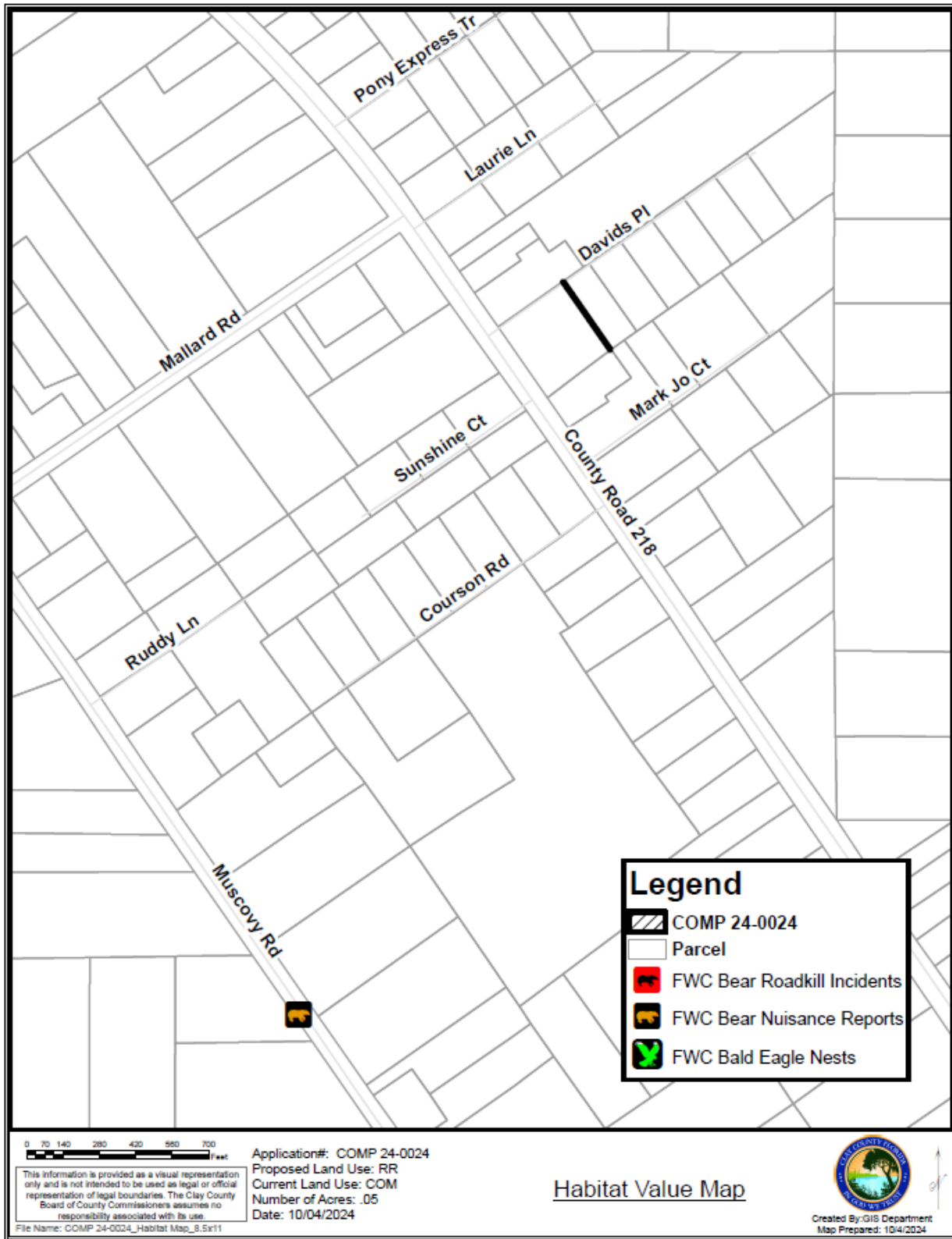
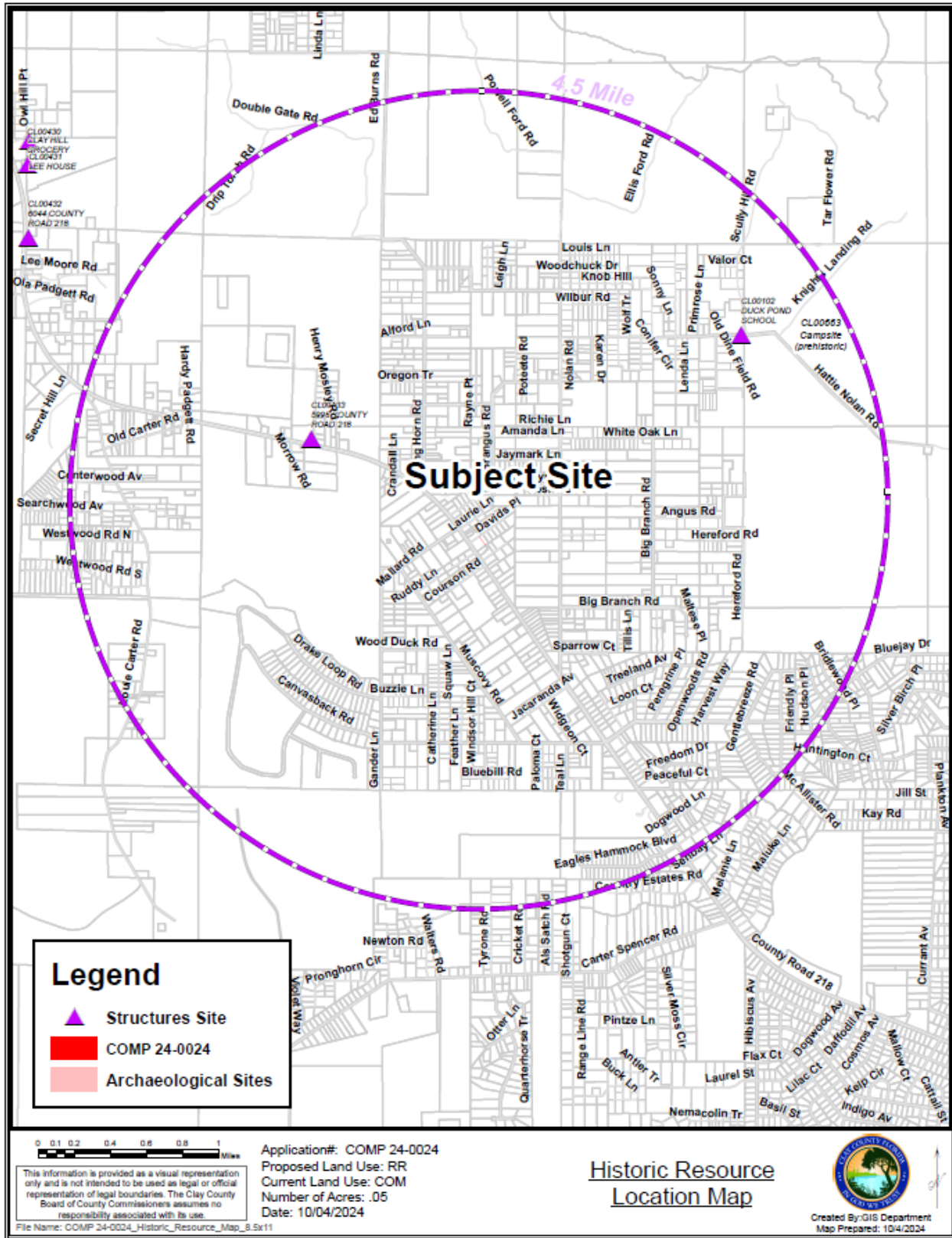


Figure 11 - Historical Resources



96 **Relevant Clay County 2040 Comprehensive Plan Policies**

97 The following Goals/Objective/Policies relate to the proposed Comprehensive Plan Amendment:

98 FLU Policy 1.4.1.9 Commercial (COM)

99

100 The commercial designation accommodates the full range of sales, service, and office activities.  
101 These uses may occur in self-contained shopping centers, free standing structures, campus-like  
102 business parks, central business districts, or along arterial highways. These areas are intended for  
103 larger scale, more intensive community-type commercial uses.

104

105 The location of commercial development shall be concentrated at major intersections and within  
106 Activity Centers and Planned Communities. The development shall create a commercial node,  
107 not a strip, with a mixture of retail, office, and hotel uses.

108

109 FLU Policy 1.4.1.3 Rural Residential (RR)

110

111 These areas will serve as a transition between areas with planned urban services,  
112 agriculture/residential areas, and environmentally sensitive areas. The new growth in these areas may  
113 include central sewer or water systems or other urban level public services if feasible. Rural residential  
114 areas will provide a low density residential character.

115

116 Designation of these areas on the Future Land Use Map is based on recognizing a number of existing  
117 and future development factors. These include areas with soil conditions suitable for individual wells  
118 and septic systems; existing rural subdivisions with little or no infrastructure improvements,  
119 including unpaved roads; small farm or recreational and low intensity institutional uses; and areas  
120 which are in close proximity to but outside of, planned urban services and are not anticipated to  
121 develop at an intensity to require significant urban services within the planning period.

122

123 Allowable residential density under this category shall be one dwelling unit per 5 net acres.  
124 Implementation of this land use designation shall occur in accordance with the Land Development  
125 Regulations. Some locations in Rural Residential may qualify for a density of one unit per acre, but  
126 only if the requirements of tract size, clustering and points in Future Land Use Objective 1.4 and its  
127 policies are met.

128

- a) Within the Rural Residential land use designation, developments meeting the  
129 following criteria are authorized to subdivide parcels into tracts of no less than five  
130 acres. Property owners are further authorized to construct one single family home  
131 on each five acre parcel and to receive a building permit upon proper application  
132 therefor, without regard to the density restrictions otherwise applicable to such  
133 properties as set forth herein and in the land development regulations, and without



- 134 being required to record a plat or otherwise comply with the development standards  
135 set forth in the subdivision regulations.
- 136 i) The parcels must lie within a Residential Aviation Community.
  - 137 ii) The geographical boundary of the community must contain less than 100 parcels.
  - 138 iii) At least 75% of the parcels must be five acres in size or less.
  - 139 iv) All roads providing access to the newly created residential parcels must be paved  
140 and privately owned and maintained.
  - 141 v) The total potential number of newly created parcels must not exceed 20% of the  
142 total number of parcels within the community. Said lots may not be further  
143 subdivided through the heirs and homestead provisions of the Plan  
144

145 [Analysis Regarding Urban Sprawl](#)

146 It is the intent of Clay County to discourage the proliferation of Urban Sprawl. As required by FS 163.3177,  
147 all proposed comprehensive plan amendments are to be analyzed to ensure that urban sprawl and its negative  
148 impacts are not promoted.

149 (I) Directs or locates economic growth and associated land development to geographic areas of the  
150 community in a manner that does not have an adverse impact on and protects natural resources and  
151 ecosystems.

152 *The proposed amendment will continue to support the commercial property to the west by creating a*  
153 *usable residential lot to the east.*

154 (II) Promotes the efficient and cost-effective provision or extension of public infrastructure and  
155 services.

156 *The proposed amendment will be able to support a legal residential parcel that currently has utilities.*

157 (III) Promotes walkable and connected communities and provides for compact development and a mix  
158 of uses at densities and intensities that will support a range of housing choices and a multimodal  
159 transportation system, including pedestrian, bicycle, and transit, if available.

160 *The proposed amendment creates a mixed-use area that, when developed will complement the Clay Hill*  
161 *overlay district.*

162 (IV) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime  
163 farmlands and soils.

164 *The proposed amendment will have no impact on agricultural activities in the area.*  
165

166

167 **Analysis of Surrounding Uses**

168 The proposed future land use amendment would change a portion (0.05 acres) of the total parcel acreage (3.28  
169 acres) from COM(Commercial) to RR (Rural Residential). This change would be in keeping with the land  
170 character of the surrounding districts, and the Land Development Code as shown in the table below:

	Future Land Use	Zoning District
North	COM- Commercial	BB (Intermediate Business District)
South	COM- Commercial	BB (Intermediate Business District)
East	RR - Rural Residential	AR (Agricultural/Residential)
West	COM- Commercial	BA-2 (Commercial and Professional Office District)

171

172

173 **Recommendation**

174 Based on the findings in the report, Staff has determined that the request is consistent with the Clay County  
175 Comprehensive Plan and recommends approval of small-scale Comprehensive Plan amendment COMP 24-  
176 0024.



**Department of Economic and Development Services  
Planning & Zoning Division**

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

[www.claycountygov.com](http://www.claycountygov.com)



Pre-Application Meeting Date: September 23, 2024		CAC Meeting Date (if applicable):
Date Rec:	Received By:	IMS #:

**Amendment to the Comprehensive Plan Application**

Owner's Name: Mickey Hall		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 1477 Rivers Road		
City: Green Cove Springs		State: Florida
		Zip Code: 32043
Phone: 904-591-8942 (agent)	Email: slfraser@bellsouth.net (agent)	

**Parcel Information**

Parcel Identification Number Including Section, Township and Range: 36 04 23 000382-001-00 (portion)		
Address: 5400 CR 218 (portion)		
City: Middleburg		State: FL
		Zip Code: 32068
Current Land Use: COMM	Proposed Land Use: Rural Residential	
Total Acreage: 0.05	Adjacent Land Use North: Rural Residential	
Adjacent Land Use South: Commercial	Adjacent Land Use East: Commercial	
Adjacent Land Use West: Commercial		

**Required Attachments**

<input checked="" type="checkbox"/> Agents Authorization Attachment A-1	<input checked="" type="checkbox"/> Owner's Affidavit Attachment A-2	<input checked="" type="checkbox"/> Legal Description Attachment A-3
<input checked="" type="checkbox"/> Aerial Photograph (folded to 8 1/2" x 11")	<input type="checkbox"/> Property Deed(s)	<input checked="" type="checkbox"/> Survey

Statement of Purpose, Scope and Justification (at a minimum) statements and supporting material of the following:

- Proposed Density and/or Intensity of Use
- Urban Sprawl
- Site Suitability
- Recreation Impacts and Improvements\*\*
- Traffic Impacts and Improvements\*\*
- Stormwater / Drainage Impacts and Improvements\*\*
- Solid Waste Impacts and Improvements\*\*
- Water and Wastewater Impacts and Improvements\*\*

\*\*Please include description of improvements necessary to accommodate the proposed changes, as well as supporting data and proposed funding sources.

Fees:  Large Scale Amendment: \$2500.00 + \$5.00 per acre or fraction thereof  
 Text Amendment: \$2,500.00  Small Scale Amendment \$1,500.00

Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 15 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 10 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent must be present. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your comprehensive plan amendment hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your comprehensive plan amendment legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

Owner(s) / Authorized Agent Signature

*[Handwritten Signature]*

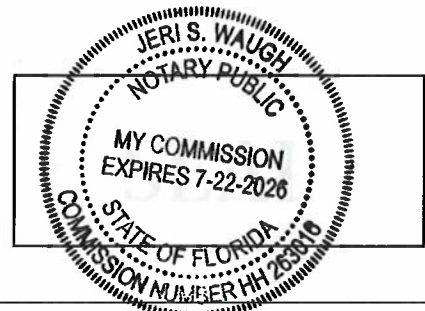
Owner(s) / Authorized Agent Signature

State of Florida  
County of Clay

The foregoing affidavit was sworn and subscribed before me this 1<sup>ST</sup> day of OCT  
(month), 2024 (year) by MICKET HALL, who is personally known to me  
or has produced \_\_\_\_\_ as identification.

*[Handwritten Signature]*

Notary Signature



**Proposed FLUM Amendment  
County Road 218 at Davids Place  
2040 Comprehensive Plan**

**Requested Amendment**

The proposed amendment will change the land use from Commercial to Rural Residential on 0.05 acres (6' x 330') located within Clay Parcel No. 36-04-23-000382-001-00 located at 5400 CR 218, Middleburg.

The future land uses applicable to Parcel 000382-001-00 ( the "Parcel") were adopted by Clay County in the initial adoption of its Comprehensive Plan pursuant to the 1985 Growth Management Act in 1991. The southwesterly 300 feet adjacent to CR 218 was assigned a future land use of Commercial and the balance, the northeasterly 126 feet, was assigned a future land use of Rural Residential. The following year the County administratively rezoned the southwesterly 300 feet adjacent to CR 218 to BA-2 and the northeasterly 126' was granted a zoning designation of AG Residential.

In considering a rezoning change to the southwesterly 300 feet of the Parcel it was determined that the northeasterly 126 feet within the RR Land Use and AR Zoning District is 0.95 acres in area; a minimum of 1.0 acre is required in the AG Residential Zoning District to be an Inconsistent Lot of Record pursuant to Section 3-11 (b)2 of the Land Development Regulations. To increase the northerly 126' of the Parcel to meet the criteria for an Inconsistent LOR (there is currently a mobile home on the Parcel in the area designated RR Land Use and AR Zoning) and secure the right for a single residential unit in the future, this FLUM amendment proposes to change six (6) feet of the 300 foot administratively adopted Commercial LU designation applicable to the Parcel from Commercial (the "Amendment Area") to Rural Residential Land Use. With the land use change to Rural Residential and companion rezoning to AR, the resulting residential parcel, at one (1) acre in area, will be an Inconsistent Lot of Record pursuant to Section 3-11 (b)2 of the Land Development Regulations, eligible for a maximum of one (1) dwelling.

**Analysis of Impact of Proposed Amendment**

*Infrastructure Impacts*

The proposed change does not increase the impacts to recreation , traffic, solid waste or stormwater infrastructure in the County. The existing residential unit is served by on-site well and septic systems; the proposed change will continue to allow only a single residential unit on the one (1) acre portion of the Parcel.

*Site Suitability*

The proposed amendment reduces the intensity of use from commercial to residential. There are no wetlands on site. The 0.05 acre Amendment Area is suitable for residential development.

*Urban Sprawl*

The proposed amendment does not increase the development potential over the existing single dwelling located on the Parcel.

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY 2040 COMPREHENSIVE PLAN INITIALLY ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, UNDER ORDINANCE NO. 2018-31, AS SUBSEQUENTLY AMENDED, IN ORDER TO AMEND THE FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PORTION OF A SINGLE PARCEL (TAX PARCEL IDENTIFICATION # 36-04-23-000382-001-00), TOTALING APPROXIMATELY 0.05 ACRES, FROM COMMERCIAL (COM) TO RURAL RESIDENTIAL (RR); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on June 26, 2018, the Board of County Commissioners of Clay County, Florida (the “Board”), adopted Ordinance No. 2018-31, which adopted the Clay County 2040 Comprehensive Plan (the “Plan”); and,

WHEREAS, Section 163.3184, Florida Statutes, outlines the process for the adoption of comprehensive plans or amendments thereto and provides that Section 163.3187, Florida Statutes, may be followed for plan amendments qualifying as small-scale development; and,

WHEREAS, Application COMP 24-0024, submitted by Mickey Hall, requests an amendment to the Plan; and,

WHEREAS, the Board desires to amend the Plan as provided for below.

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Clay County Ordinance No. 2018-31, as amended, is amended as provided in Section 2 hereof.

**Section 2.** The adopted Future Land Use Map of the Plan is hereby amended such that the Future Land Use designation for a portion of a single parcel of land (tax parcel identification # 36-04-23-000382-001-00), totaling approximately 0.05 acres, described in Exhibit “A-1”, and depicted in Exhibit “A-2” is hereby changed from COMMERCIAL (COM) to RURAL RESIDENTIAL (RR).

**Section 3.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4.** The effective date of this Plan amendment shall be 31 days after adoption unless the amendment is challenged pursuant to 163.3187, Florida Statutes. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Commerce or the Administration Commission finding the amendment in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this \_\_\_\_\_ day of December, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Its Chairman

ATTEST:

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

Exhibit "A-1"

Date: October 3, 2024  
Job No. H-24-047 PARCEL LEGAL

**PARCEL B (6.00' of Clay Parcel No. 36-04-23-000382-001-00)**

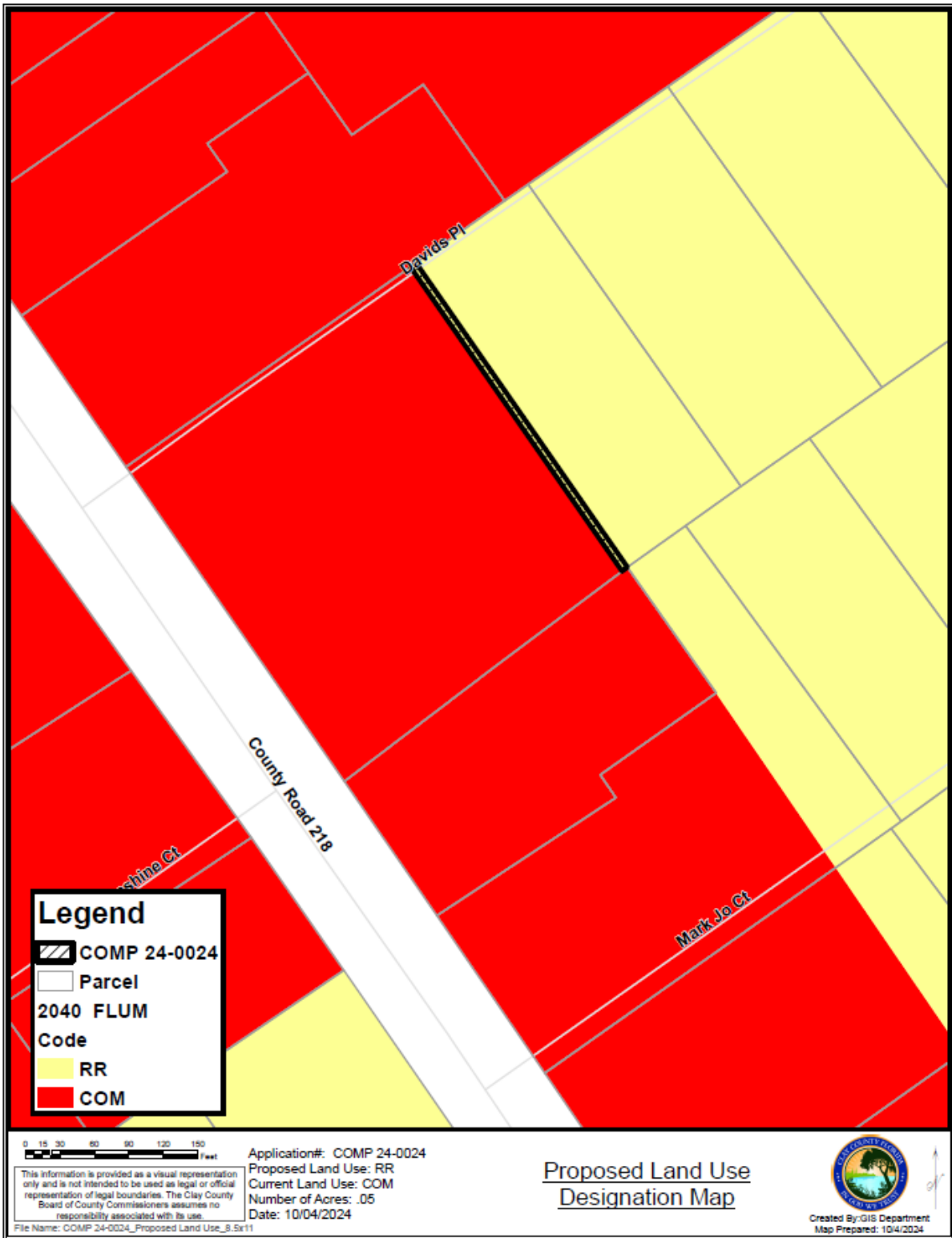
A PARCEL OF LAND SITUATED IN LOT 18, WEST BIG BRANCH UNIT 1, ACCORDING TO AN UNRECORDED MAP, THEREOF PREPARED BY LOUIS H. MCKEE, REGISTERED SURVEYOR, ON JULY 22, 1969, FOR SAN LABRYDO LUMBER COMPANY; BEING A PORTION OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY FLORIDA: SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36, THENCE ON THE NORTH LINE THEREOF, RUN SOUTH 89°30'30" WEST 1320.02 FEET TO THE EAST LINE OF SAID WEST BIG BRANCH UNIT 1, THENCE ON SAID LINE SOUTH 0°12'00" EAST 2452.85 FEET, TO THE MOST NORTHERLY CORNER OF SAID LOT 18, THENCE ON THE NORTHWESTERLY LINE OF SAID LOT 18, RUN SOUTH 55°00'40" WEST 1172.96 FEET TO THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2655, Pg. 2092 OF SAID PUBLIC RECORDS; THENCE CONTINUE SOUTH 55°00'40" WEST, 126.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55°00'40" WEST, 6.00 FEET: THENCE RUN SOUTH 34°59'20" EAST, 330.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 18, THENCE ON LAST SAID LINE RUN NORTH 55° 00' 40" EAST 6.00 FEET; THENCE NORTH 34°59'20" WEST 330.0 FEET TO THE POINT OF BEGINNING,

**ABOVE PARCEL B BEING SUBJECT TO:**

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES ACROSS THE NORTHWESTERLY 20.0 FEET OF THE ABOVE DESCRIBED LANDS.



Exhibit "A-2"





# Staff Report for Rezoning Application ZON 24-0032

Copies of the application are available at the Clay County Administration Office, 3<sup>rd</sup> floor, located at 477 Houston Street Green Cove Springs, FL 32043

## Owner Information

<b>Parcel #:</b> 36-04-23-000382-001-00	<b>Address:</b> 5400 CR 218, Middleburg, FL
<b>Owner:</b> Mickey Hall	<b>Address:</b> 1477 Rivers Road, Middleburg, FL
<b>Agent:</b> Susan Fraser (SLF Consulting, Inc.)	<b>Email:</b> slfraser@bellsouth.net

## Property Information (all parcels)

**Current Zoning:** BA-2 (Commercial & Professional Office District)  
**Land Use:** COM (Commercial)  
**Zoning Proposed:** AR (Agricultural/Residential) **Total Acres:** 0.05 +/-  
**Commission District:** 4 (Commissioner Condon) **Planning District:** Middleburg-Clay Hill

## Background

The subject parcel is located Northeast of CR 218 extension and within the Clay Hill Overlay; south of the intersection of Mallard Rd and CR 218 extension. (Figure 2) Currently a mobile home sits on the land that is to the Northeast section of the parcel.

This total piece of property was adopted with “split” zoning when the County adopted the initial Comprehensive Plan in 1991. The southwest portion of the property was assigned a Commercial zoning district and the northeast portion a residential district. This sliver of land fell in the commercial designation, however in doing so, it rendered the northeast portion substandard for a residential lot in this district. The Agricultural/Residential zoning district requires one acre of land in order to erect a residential structure. Adding the approximate 6’ piece of property to the land in the northeast would create an acre and therefore bring the property into compliance with the Land Development Regulations. Therefore, the existing mobile home could then be replaced with a different residential structure if the Applicant chooses to do so.

The zoning and future land use of the parcels surrounding the subject parcel is provided in the table below and are primarily residential to the east and commercial to the west. Existing uses in the area are primarily residential and agricultural.

	<b>FUTURE LAND USE</b>	<b>ZONING</b>
North	COM- Commercial	BB (Intermediate Business District)
East	RR- Rural Residential	AR (Agricultural/Residential) proposed
West	COM- Commercial	BA-2 (Commercial and Professional Office District)
South	COM- Commercial	BB (Intermediate Business District)

41  
42  
43  
44  
45

Figure 1 Surrounding Zonings



**Existing Zoning**  
**Proposed Rezoning: ZON 24-0032**  
**From BA-2 to AR**



Figure 2 Aerial of Site



53 **Proposed AR Zoning District**

54 Sec. 3-13.

55 (a) **Intent.** All land designated as Zone AR is subject to the requirements of this Section as  
56 well as the appropriate density and intensity in Sec. 20.3-10. Such uses have been  
57 established to provide a transition between agricultural and the more urban  
58 residential areas; and to create a rural residential environment wherein natural  
59 constraints applicable to development can be recognized and protected in a  
60 manner compatible with the needs of the resident.

61 (b) **Uses Permitted**

62 (1) Single-family or mobile home dwelling with their customary accessory uses

63 (2) For lots greater than one (1) acre in size, permitted uses include the non-commercial  
64 keeping and raising of horses, cattle, sheep, goats, swine and other similar  
65 animals. (amended 2/94 - Ord. 94-03)

66 (3) For lots of one (1) acre or less in size, permitted uses include the non-commercial  
67 keeping and raising of horses, cattle, sheep, swine, goats and other similar farm  
68 animals; provided, however, that no more than two (2) horses, cattle, sheep,  
69 swine, goats and other large farm animals six (6) months of age or older shall be  
70 permitted to be raised, grazed, kept or maintained per one-half (1/2) acre of land.  
71 No animal pen, stall, stable, or other similar animal enclosure shall be located  
72 nearer than fifty (50) feet to the property. (amended 2/94 - Ord. 94-03)

73 (4) Agricultural accessory uses that are customary and incidental to principal  
74 agricultural use shall be permitted as follows: (amended 2/95 - Ord. 95-2)

75 (i) Accessory buildings directly incidental to the agricultural pursuits listed  
76 above.

77 (ii) Sheds for the storage and repair of the owner's or tenant's farm equipment  
78 only, provided the structure does not exceed three thousand (3,000) square feet  
79 of gross floor area.

80 (iii) Stand for the sale of products which are raised on the premises.

81 (5) General agricultural pursuits of a variety similar, but not limited to, truck gardens,  
82 forestry, crop raising, horticulture, greenhouses, nurseries, groves, apiculture and  
83 pisciculture.

84 (6) The sale of said products and commodities which are raised on the premises. Retail  
85 roadside sales permitted only from conforming structures on private property.

86 (7) Garage sales will be allowed up to a maximum of two garage sales within any calendar  
87 year. The duration of each garage sale shall be a maximum of 72 hours and may  
88 be conducted only within daylight hours. No sign advertising a garage sale may be  
89 placed on any public right-of-way.

90 (8) Storage of petroleum products.

91 (i) Petroleum used for heating and/or cooking not to exceed 500 gallons.

92 (ii) Gasoline to be used by owner of residence not to exceed 50 gallons.

93 (9) Satellite dish receivers for individual use.

94 (10) The parking of commercial vehicles by the owner of the primary residence with a  
95 limit of one (1) per acre and a maximum of two (2) vehicles, may be parked in the  
96 rear or side yard, except refrigerated vehicles and vehicles carrying hazardous  
97 materials.

98 (11) Private boat pier or slip for the use of occupants of principal residential structures  
99 of the lot; provided said pier or slip does not interfere with navigation.

- 100           **(c) Conditional Uses.** The following uses are permitted in the AR zoning district subject to  
 101           the conditions provided in Section 20.3-5.
- 102           (1) Plant nurseries.
  - 103           (2) Riding academies and riding stables.
  - 104           (3) Home occupations.
  - 105           (4) Bird sanctuaries and rehabilitation centers
  - 106           (5) Swimming pools.
  - 107           (6) Commercial kennels
  - 108           (7) Radio, television, microwave relay stations or towers and accessory equipment  
 109           buildings. (Ord. 95-53 - 11/28/95)
  - 110           (8) Aviculture (Commercial or Hobbyist).
  - 111           (9) Temporary structures or buildings.
  - 112           (10) Mobile homes for medical hardship.
  - 113           (11) Communication Antennas and Communication Towers, including accessory  
 114           buildings, tower support and peripheral anchors as governed by the provisions of  
 115           Section 20.3-46 of the Clay County Land Development Code. (Amended 11/26/96  
 116           - Ord.96- 58).
  - 117           (12) Public and/or private sewer facilities
  - 118           (13) Private drainage ponds or agricultural livestock ponds.
  - 119           (14) Borrow Pits (amended 2/95 - Ord.95-2)
  - 120           (15) Land Application of Domestic Septage (amended 10/95 - Ord. 95-41) (16)  
 121           Apiculture (Hobbyist) (Amended 2/25/97 - Ord. 97- 11)
  - 122           (17) Land Clearing Debris Disposal Facility (Amended 6/98 - Ord. 98-27)
  - 123           (18) BMX Track (Bicycle Motocross; Non-motorized) Ord. 00-50 – 9/26/00
  - 124           (19) Bed and Breakfast Inns (Amended 4/01 - Ord. 01-12)
  - 125           (20) Dwelling unit with kitchen addition for parent, grandparent or child (Amended 5/03  
 126           – Ord. 03-40)
  - 127           (21) Recreational Vehicle parking for temporary use (amended 11/07 – Ord.2007-66).
  - 128           (22) Temporary Living Quarters during construction of a residence (amended 11/07 –  
 129           Ord.2007-66)
  - 130           (23) Residential Group Homes of six or fewer individuals. *Rev. 01/12/16*
  - 131           (24) Accessory Dwelling Units. *Rev. 05/26/09*
  - 132           (25) Rural Event Centers. *Rev. 02/23/16*
  - 133           (26) Horse Hotels. *Rev 10/27/20*
  - 134           **(d) Uses Not Permitted**
  - 135           (1) Any use not allowed in (b) or (c) above.
  - 136           (2) Any use or activity which would create any obnoxious, corrosive, or offensive noise,  
 137           gas, odor, smoke, dust, fumes, vibration or light, and which would be detrimental  
 138           to other surrounding properties or to the welfare and health of the citizens in the  
 139           area.
  - 140           **(e) Density Requirements.** The maximum densities and minimum lot areas for residential  
 141           uses in the AR district shall be as follows:
  - 142           (1) Land with a zoning classification of AR and a land use designation of  
 143           Agricultural/Residential.
  - 144           (i) Residential development not classified as a subdivision pursuant to Ordinance  
 145           85-68, as amended.
  - 146                         *Maximum Density* One (1) unit per ten (10) acre
  - 147                         *Minimum Lot Size* Ten (10) acres or 435,600 square feet

- 148 (ii) Subdivision pursuant to Ordinance 85-68, as amended.  
 149 *Maximum Density*  
 150 With Clustering and Points One (1) unit per five (5) acres  
 151 Without Clustering and Points One (1) unit per ten (10) acres .  
 152 *Minimum Lot Size*  
 153 With Clustering and Points One (1) acre or 43,560 square fee  
 154 Without Clustering and Points Nine (9) acres or 392,040 sq. fee  
 155 (2) Land with a zoning classification of AR and a land use designation of Rural Residential.  
 156 (i) Residential development not classified as a subdivision pursuant to Ordinance  
 157 85-68, as amended.  
 158 *Maximum Density* One (1) unit per five (5) acres  
 159 *Minimum Lot Size* Five (5) acres or 217,800 square fee  
 160 (ii) Subdivision pursuant to Ordinance 85-68, as amended.  
 161 *Maximum Density*  
 162 With Clustering and Points One (1) unit per acre  
 163 Without Clustering and Points One (1) unit per five (5) acres  
 164 *Minimum Lot Size*  
 165 With Clustering and Points 21,780 square fee  
 166 Without Clustering and Points Four (4) acres or 174,240 sq. fee  
 167 (3) Land with a zoning classification of AR and a land use designation of Rural Fringe.  
 168 (i) *Maximum Density*. One (1) unit per acre  
 169 *Minimum Density* 43,560 square fee  
 170 (4) Land within a zoning classification of AR and a land use designation of Urban Fringe.  
 171 (amended 2/94 - Ord. 94-03)  
 172 (i) *Maximum Density* Two (2) units per acre  
 173 *Maximum Lot Size* 21,780 square fee  
 174 (5) Land within a zoning classification of AR and a land designation of Urban Core (10).  
 175 (i) *Maximum Density* Two (2) units per acre  
 176 *Maximum Lot Size* 21,780 square fee  
 177 (6) Land with a zoning classification of AR and a land use designation of Agriculture.  
 178 (amended 7/02 - Ord. 02-36)  
 179 (i) Residential development not classified as a subdivision pursuant to Ordinance  
 180 85-65, as amended.  
 181 *Maximum Density* One (1) unit per twenty (20) acres  
 182 *Minimum Lot Size* Twenty (20) acres  
 183 **(f) Lot and Building Requirements.** The principal buildings and other lot uses shall be so  
 184 located as to comply with the following requirements  
 185 (1) Minimum Lot Width at Building Line 100 fee  
 186 (2) Minimum Lot Depth 100 fee  
 187 (3) Minimum Front Setback 30 fee  
 188 (4) Minimum Rear Setback 35 fee  
 189 (5) Minimum Side Setback 20 feet\*  
 190  
 191 \*For waterfront properties along Doctors Lake within the Neilhurst Plat, recorded in Plat  
 192 Book 2, pages 44 through 46, the minimum side setback shall be 5 feet.  
 193  
 194 (6) Minimum Front Yard Setback for Accessory Buildings, 30 feet Excluding Fences  
 195 (7) Minimum Rear Yard and Side Setback for Accessory Buildings 7.5 fee



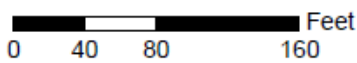
- 196 (8) Minimum Living Area 750 sq. ft (amended 2/95 - Ord. 95-2)  
197 (9) All structures shall be set back a minimum of 50 feet landward from the ordinary high  
198 water line or mean high water line, whichever is applicable; for waters designated  
199 as Aquatic Preserves or Outstanding Florida Waters, the setback will be 100 feet.  
200 These setbacks shall not apply to structures on lots or parcels located landward  
201 of existing bulkheads permitted by the St. Johns River Water Management District  
202 or Florida Department of Environmental Protection.  
203 (10) Waterfront lot widths shall be a minimum of one hundred feet at the ordinary high  
204 water line or the mean high water line, whichever is applicable. Lot width shall be  
205 measured by the chord terminated by the property corners at the ordinary high  
206 water line or the mean high water line as applicable. (amended 5/05 - Ord. 05-  
207 18)

208 **Staff Recommendation**

209 This is an Applicant requested rezoning application to change approximately 0.05 acres MOL from  
210 BA-2 to AR. Given the presence of existing residential unit on the adjacent piece of land and the  
211 substandard nature of that land based on the land development code, the zoning change request  
212 appears appropriate.

213  
214 This request is consistent with the Goals, Objectives and Policies of the Comprehensive Plan  
215 and is compatible with the surrounding zoning and future land use. Staff recommends  
216 **approval** of application ZON 24-0032 as shown in Figure 3  
217

Figure 3 Proposed Zoning



**Proposed Rezoning: ZON 24-0032  
From BA-2 to AR**





Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: September 23, 2024		CAC Meeting Date (if applicable):
Date Rec:	Received By:	IMS #:

**REZONING APPLICATION**

Owner's Name: Mickey Hall		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 1477 Rivers Road		
City: Green Cove Springs	State: Florida	Zip Code: 32043
Phone: 904-591-8942 (agent)	Email: slfraser@bellsouth.net (agent)	

**Parcel & Rezoning Information**

Parcel Identification Number: 36 04 23 000382-001-00		
Address: 5400 County Road 218		
City: Middleburg	State: FL	Zip Code: 32068
Number of Acres being Rezoned: 0.05	Current Zoning: BA-2	Current Land Use: COMM
Proposed Zoning: AR	I am seeking a: Permitted Use <input checked="" type="checkbox"/> Conditional Use <input checked="" type="checkbox"/>	
Property Will be Used as:	Permitted and Conditional Uses	

**Required Attachments**

Deed   
 Survey   
 Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5  
 Agents Authorization Attachment A-1   
 Owner's Affidavit Attachment A-2   
 Legal Description Attachment A-3  
 Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4

**Notices**

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present**. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

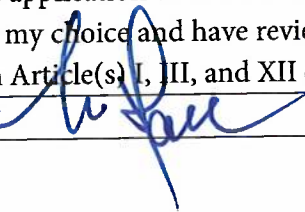
If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your rezoning hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

### Application Certification

I, hereby certify that I am the Owner or the authorized agent of the Owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I, III, and XII of the Clay County Code.

Owner's Signature



Date

10 / 24

Printed Name:

Melvin Hall

The rest of this space is intentionally left blank

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF A PORTION OF A SINGLE PARCEL (TAX PARCEL IDENTIFICATION # 36-04-23-000382-001-00, TOTALING APPROXIMATELY 0.05 ACRES, FROM ITS PRESENT ZONING CLASSIFICATION OF COMMERCIAL & PROFESSIONAL OFFICE DISTRICT (BA-2) TO AGRICULTURAL/RESIDENTIAL DISTRICT (AR); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.**

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Application ZON 24-0032 seeks to rezone a portion of a single parcel (tax parcel identification # 36-04-23-000382-001-00) (the Property) described in Exhibit “A-1”, and depicted in Exhibit “A-2”.

**Section 2.** The Board of County Commissioners approves the rezoning request. The present zoning classification of the Property is hereby changed from Commercial and Professional Office District (BA-2) to Agricultural/Residential District (AR).

**Section 3.** Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

**Section 4.** The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

**Section 5.** This Ordinance shall become effective upon the Ordinance adopting the comprehensive plan amendment request in application COMP 24-0024 becoming effective.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this \_\_\_\_\_ day of December, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Its Chairman

ATTEST:

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

Exhibit "A-1"

**Clay Parcel No. 36-04-23-000382-001-00**

Date: October 3, 2024  
Job No. H-24-047 PARCEL LEGAL

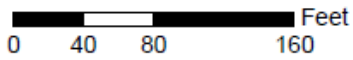
**PARCEL B (6.00' of Clay Parcel No. 36-04-23-000382-001-00)**

A PARCEL OF LAND SITUATED IN LOT 18, WEST BIG BRANCH UNIT 1, ACCORDING TO AN UNRECORDED MAP, THEREOF PREPARED BY LOUIS H. MCKEE, REGISTERED SURVEYOR, ON JULY 22, 1969, FOR SAN LABRYDO LUMBER COMPANY; BEING A PORTION OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY FLORIDA: SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36, THENCE ON THE NORTH LINE THEREOF, RUN SOUTH 89°30'30" WEST 1320.02 FEET TO THE EAST LINE OF SAID WEST BIG BRANCH UNIT 1, THENCE ON SAID LINE SOUTH 0°12'00" EAST 2452.85 FEET, TO THE MOST NORTHERLY CORNER OF SAID LOT 18, THENCE ON THE NORTHWESTERLY LINE OF SAID LOT 18, RUN SOUTH 55°00'40" WEST 1172.96 FEET TO THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2655, Pg. 2092 OF SAID PUBLIC RECORDS; THENCE CONTINUE SOUTH 55°00'40" WEST, 126.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55°00'40" WEST, 6.00 FEET: THENCE RUN SOUTH 34°59'20" EAST, 330.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 18, THENCE ON LAST SAID LINE RUN NORTH 55° 00' 40" EAST 6.00 FEET; THENCE NORTH 34°59'20" WEST 330.0 FEET TO THE POINT OF BEGINNING,

**ABOVE PARCEL B BEING SUBJECT TO:**

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES ACROSS THE NORTHWESTERLY 20.0 FEET OF THE ABOVE DESCRIBED LANDS.

Exhibit "A-2"



**Proposed Rezoning: ZON 24-0032  
From BA-2 to AR**







Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE: 10/3/2024

FROM: Jenni Bryla, Zoning Chief

SUBJECT: This application is a rezoning to change 2.23 acres from Commercial and Professional Office District (BA-2) to Community Business District (BB-2).

AGENDA ITEM TYPE:

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

Sole Source (Yes/No):                      Advanced Payment (Yes/No):

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Staff Report for ZON 24 - 0031	Cover Memo	11/26/2024	ZON_24-0031_Staff_Report-_DRAFT_jb_bc1ADA.pdf
▢ application	Backup Material	11/26/2024	BB-2_Application___Certification_v1ADA.pdf
▢ Ordinance 24-0031	Ordinance	11/26/2024	ZON_24-0031_Ordinance_finalADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	12/4/2024 - 8:41 AM	AnswerNotes

Economic and Development Services	Stewart, Chereese	Approved	12/4/2024 - 12:19 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	12/4/2024 - 12:57 PM	AnswerNotes



1 **Staff Report for Rezoning Application ZON 24-0031**

2  
3  
4 **Copies of the application are available at the Clay County**  
5 **Administration Office, 3<sup>rd</sup> floor, located at 477 Houston Street Green Cove Springs, FL 32043**

6  
7 **Owner Information**

<b>Parcel #:</b> 36-04-23-000382-001-00	<b>Address:</b> 5400 CR 218, Middleburg, FL
<b>Owner:</b> Mickey Hall	<b>Address:</b> 1477 Rivers Road, Middleburg, FL
<b>Agent:</b> Susan Fraser (SLF Consulting, Inc.)	<b>Email:</b> slfraser@bellsouth.net

8  
9 **Property Information (all parcels)**

10 **Current Zoning:** BA-2 (Commercial & Professional Office District) and AR  
11 (Agricultural/Residential)  
12 **Land Use:** COM (Commercial) and RR (Rural Residential)  
13 **Zoning Proposed:** BB-2 (Community Business District) **Total Acres:** 2.23 of the 3.23 acres  
14 **Commission District:** 4 (Commissioner Condon) **Planning District:** Middleburg-Clay Hill

15  
16  
17 **Background**

18 The Applicant is requesting to change the zoning district of the 2.23 acre portion of the  
19 subject parcel, located Northeast of CR 218 extension and within the Clay Hill Overlay; south  
20 of the intersection of Mallard Rd and CR 218 extension. (Figure 2) Currently a mobile home  
21 sits on the land that is to the Northeast section of the parcel, designated for residential.

22  
23 This total piece of property was adopted with “split” zoning when the County adopted the  
24 initial Comprehensive Plan in 1991. The Southwest portion of the property was assigned a  
25 Commercial zoning district and the Northeast portion a residential district. The commercial  
26 portion of the parcel is currently in the BA-2 zoning district, which allows for a variety of  
27 office and professional uses limited to 2,500 sf per building. The surrounding properties are  
28 zoned either BB, BA or BA-2, there is currently no BB-2 zoning district in the area. The BB-2  
29 zoning district allows for a variety of uses similar to those permitted in the BB zoning district.  
30 However, BB-2 also allows for a convenience store with gas pumps as well as health clubs  
31 that the BB zoning district does not permit. The Land Development Code does not allow for  
32 properties to re-zone to the BB district any longer.

33  
34 The property is also within the Clay Hill overlay which has design standards for non-  
35 residential zoned properties. The result would be any structure that was developed on the  
36 property regardless of use would have to incorporate the vernacular style outlined in the  
37 Overlay. Currently the BA-2 zoning district limits non-residential buildings to 2,500 sf;  
38 typically, the Florida Vernacular style is indicative of smaller structures made of wood with  
39 natural elements. Although the Clay Hill overlay does allow provide options for larger

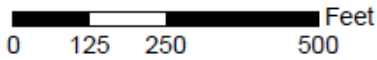
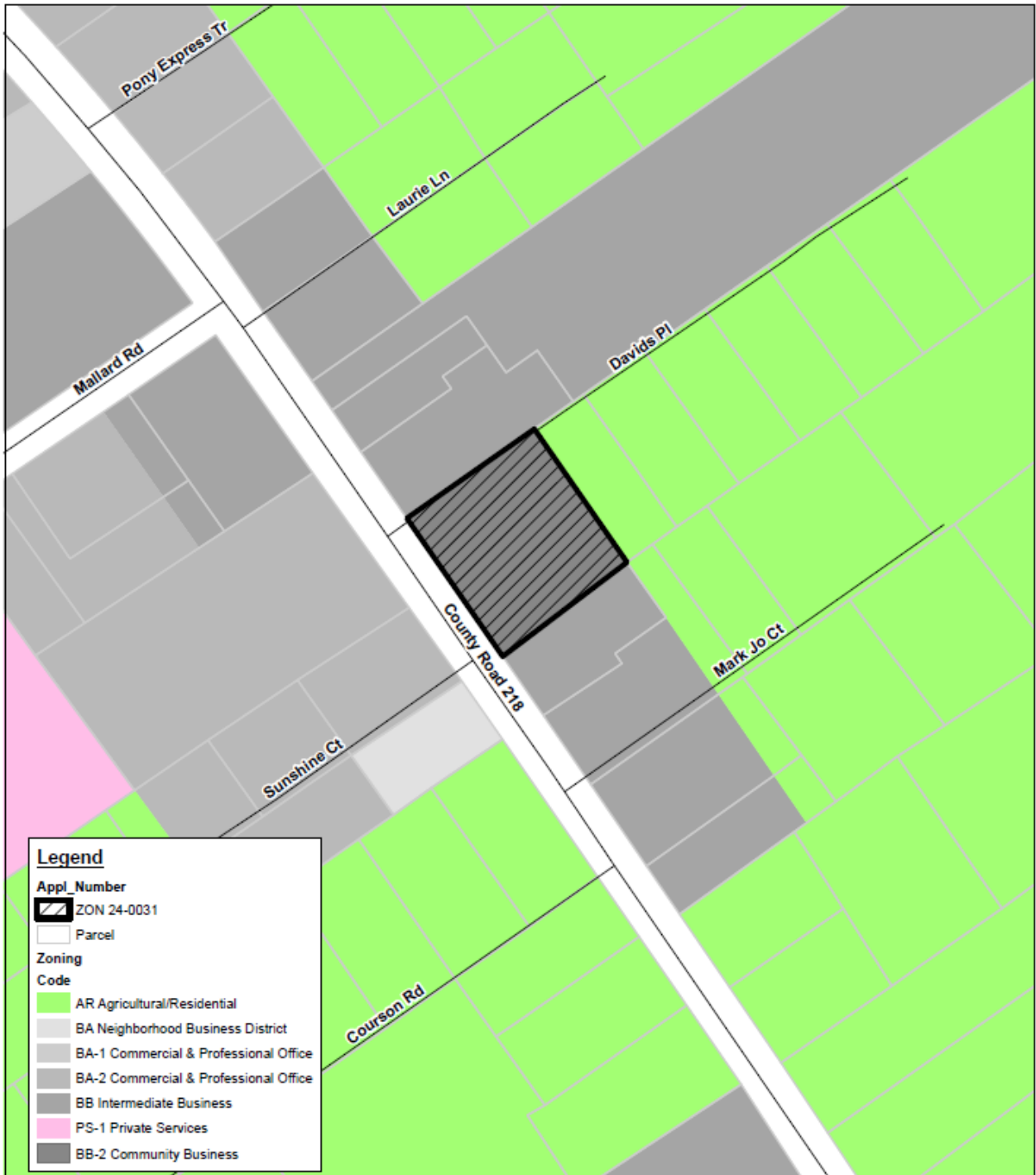
40 structures, in doing so, that amount of exterior treatments increase, in order to ensure the  
41 aesthetic standard is met.

42  
43 The zoning and future land use of the parcels surrounding the subject parcel is provided in  
44 the table below and are primarily residential to the east and industrial to the west. Existing  
45 uses in the area are primarily residential and agricultural.  
46

	<b>ZONING</b>	<b>FUTURE LAND USE</b>
North	AR - Agricultural/Residential	RR – Rural Residential
East	BB - Intermediate Business District	COM - Commercial
West	BB - Intermediate Business District	COM - Commercial
South (Across SR 218)	BA-2 – Commercial and Professional Office	COM - Commercial

47  
48  
49  
50  
51

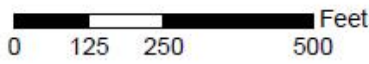
52 Surrounding Zonings



**Proposed Rezoning: ZON 24-0031  
From BA-2 to BB-2**



53  
54



**Aerial Map**  
**Proposed Rezoning: ZON 24-0031**  
**From BA-2 to BB-2**



58 **Proposed BB-2 Zoning District**

59 (a) *Area*. All lands designated as Zone BB-2 are subject to the regulations of this Section  
60 and Sec. 20.3-10. Such areas are established to provide for the shopping and limited  
61 service and recreational needs of several neighborhoods, a community, or a  
62 substantial land area. Retail stores are intended to include general merchandise,  
63 fashion, durable goods, and personal service. A site plan shall be submitted to the  
64 Development Review Committee for review and approval prior to obtaining a  
65 building permit for all uses within this District.

66 (b) *Uses Permitted*

67 (1) All uses permitted in Sec. 20.3-24.

68 (2) Appliance sales and services; automotive parts; automobile rental; business  
69 machine sales and services; convenience store with the sale of gasoline;  
70 department store; drug store; fruit and vegetables (inside building.); furniture  
71 store; grocery store; hardware store (no outside display); heating, ventilation, and  
72 air conditioning (indoor only, no outside storage); medical supply; retail meat  
73 markets; and health spa and window tinting and stereo installation (indoor only)  
74 (amended 1/07).

75 (3) Adult entertainment establishments and sexually oriented businesses as  
76 defined in the Adult Entertainment Regulations established under Chapter 2.3 of  
77 the Clay County Code, subject to the provisions of Sec. 3-48.

78 (c) *Conditional Uses*. The following uses are permitted in the BB-2 zoning district subject  
79 to the conditions provided in Section 20.3-5.

80 (1) Mini-warehouses

81 (2) Public assembly

82 (3) Sales from vehicles

83 (4) Radio, television, microwave relay stations or towers and accessory equipment  
84 buildings.

85 (5) Residential dwelling

86 (6) Communication Antennas and Communication Towers, including accessory  
87 buildings, tower support and peripheral anchors as governed by the provisions of  
88 Section 20.3-46 of the Clay County Land Development Code.

89 (7) Land Clearing Debris Disposal Facility

90 (8) Indoor Skating Rinks and Indoor Skate Parks (amended 07/06, ord. 2006-38)

91 (9) Recreation Vehicle and Boat Storage *Rev. 04/22/08*

92 (10) Day Care Centers.

93 (11) Medical Marijuana Treatment Center Dispensing Facility

94 (d) *Uses Not Permitted*

95 (1) Any use not allowed in (b) or (c) above.

96 (2) Any use which would create any obnoxious, corrosive or offensive noise, gas,  
97 odor, smoke, dust, fumes, vibration or light, and which would be detrimental to  
98 other surrounding properties or to the welfare and health of the citizens in the area.

99 (e) *Lot and Building Requirements*. The principal building(s), accessory structures and  
100 other uses shall be located so as to comply with the following minimum  
101 requirements.

102 (1) Side Lot Setbacks:

103 (i) Side lot setbacks on property which abuts residential or agricultural  
104 districts shall be not less than twenty-five (25) feet from side property lines.

105 If said lot is a corner lot, then setbacks should be the same as the front  
106 setback.  
107 (ii) Where the adjoining lot is also zoned for business, the building may be  
108 placed up to the side lot line, providing the building is constructed in  
109 accordance with the regulations of the applicable Building Code; in all other  
110 construction, the minimum side setback shall be fifteen (15) feet.  
111 (2) Rear lot line setbacks shall not be less than twenty (20) feet from rear property  
112 line, or not less than twenty-five (25) feet when adjacent to multi-family and single-  
113 family residences. If the rear yard does not abut a public street, then access over  
114 private property shall be provided. Access shall be not less than fifteen (15) feet in  
115 width, and shall be unobstructed at all times.  
116 (3) Front lot line setbacks shall comply with Section 19, Subsection 4, Ordinance  
117 82-45, as amended, and shall in no case be less than twenty-five feet from front  
118 property line.  
119 (4) All structures shall be set back a minimum of 50 feet landward from the  
120 ordinary high water line or mean high water line, whichever is applicable; for  
121 waters designated as Aquatic Preserves or Outstanding Florida Waters, the setback  
122 will be 100 feet. These setbacks shall not apply to structures on lots or parcels  
123 located landward of existing bulkheads permitted by the St. Johns River Water  
124 Management District or Florida Department of Environmental Protection.  
125 (5) Where a business district is adjacent to a lot line of property of a residential or  
126 agricultural classification, no materials, garbage containers or refuse shall be  
127 allowed nearer than thirty (30) feet to such a residential or agricultural district.  
128 Garbage or refuse shall be containerized and such containers shall be enclosed or  
129 screened so as not to be readily visible.  
130 (6) *Lighting.* Artificial lighting used to illuminate the premises and/or advertising  
131 copy shall be directed away from adjacent residential or agricultural districts.  
132 (7) *Density Requirements.* The maximum density of development of land with a  
133 BB-2 zoning classification shall correspond to an FAR of forty (40) percent.  
134 (8) No outside amplification of sound shall be permitted which can be heard off-  
135 site  
136 (9) *Visual Barrier.* Proposed non-residential development shall be buffered from  
137 adjacent land within the residential land use categories identified in Section 20.3-8  
138 with a ten (10) foot landscaped area, minimum six (6) foot high opaque barrier  
139 (fence or vegetation) and tree planting thirty (30) feet on center. For all  
140 development commenced on or after January 28, 2003, the provisions of this  
141 subsection shall not apply. For developments that commence after this date, the  
142 provisions of Article VI of the Clay County Land Development Code (the Tree  
143 Protection and Landscaping Standards) will apply. (*Rev. 02/08/11*). d. 05-18)

144

## 145 Staff Recommendation

146

147 This is an Applicant requested rezoning application to change 2.23 acres from BA-2 to BB-2.  
148 Due to the intent provided in the Clay Hill Overlay District Design Guidelines which state that  
149 the intent of the overlay is to retain the rural character and encourage the “rustic Florida  
150 vernacular or cracker theme” Staff has the opinion that smaller, unobtrusive non-residential



151 structures are more appropriate and therefore the existing BA-2 zoning is consistent with  
152 the area and the adjacent zoning categories.

153

154 This request is consistent with the Goals, Objectives and Policies of the Comprehensive Plan  
155 but is incompatible with the surrounding zoning and the Clay Hill overlay. The Applicant has  
156 no end user in mind for the property and therefore, Staff recommends denial of application  
157 ZON 24-0031.

158



Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: September 23, 2024		CAC Meeting Date (if applicable):
Date Rec:	Received By:	IMS #:

REZONING APPLICATION

Owner's Name: Mickey Hall		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 1477 Rivers Road		
City: Green Cove Springs	State: Florida	Zip Code: 32043
Phone: 904-591-8942 (agent)	Email: sfraser@bellsouth.net (agent)	

Parcel & Rezoning Information

Parcel Identification Number: 36 04 23 000382-001-00		
Address: 5400 County Road 218		
City: Middleburg	State: FL	Zip Code: 32068
Number of Acres being Rezoned: 2.23	Current Zoning: BA-2	Current Land Use: COMM
Proposed Zoning: BB-2	I am seeking a: Permitted Use <input checked="" type="checkbox"/> Conditional Use <input checked="" type="checkbox"/>	
Property Will be Used as:	Permitted and Conditional Uses	

Required Attachments

<input checked="" type="checkbox"/> Deed	<input checked="" type="checkbox"/> Survey	<input type="checkbox"/> Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
<input checked="" type="checkbox"/> Agents Authorization Attachment A-1	<input checked="" type="checkbox"/> Owner's Affidavit Attachment A-2	<input checked="" type="checkbox"/> Legal Description Attachment A-3
<input type="checkbox"/> Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4		

Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present**. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your rezoning hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

### Application Certification

I, hereby certify that I am the Owner or the authorized agent of the Owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I, II, and XII of the Clay County Code.

Owner's Signature: 	Date: 10/1/24	Printed Name: M. CREEY HALL
--	---------------	-----------------------------

The rest of this space is intentionally left blank

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF A PORTION OF A SINGLE PARCEL (TAX PARCEL IDENTIFICATION # 36-04-23-000382-001-00), TOTALING APPROXIMATELY 2.23 ACRES, FROM ITS PRESENT ZONING CLASSIFICATION OF COMMERCIAL AND PROFESSIONAL OFFICE DISTRICT (BA-2) TO COMMUNITY BUSINESS DISTRICT (BB-2) ; PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.**

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Application ZON 24-0031 seeks to rezone a portion of a single parcel (tax parcel identification # 36-04-23-000382-001-00) (the Property) described in Exhibit “A-1”, and depicted in Exhibit “A-2”.

**Section 2.** The Board of County Commissioners approves the rezoning request. The present zoning classification of the Property is hereby changed from Commercial and Professional Office District (BA-2) to Community Business District (BB-2).

**Section 3.** Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

**Section 4.** The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

**Section**

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

Exhibit "A-1"

**Clay Parcel No. 36-04-23-000382-001-00**

Date: October 3, 2024

Job No. H-24-047 PARCEL LEGAL

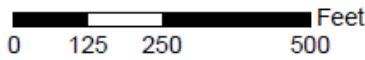
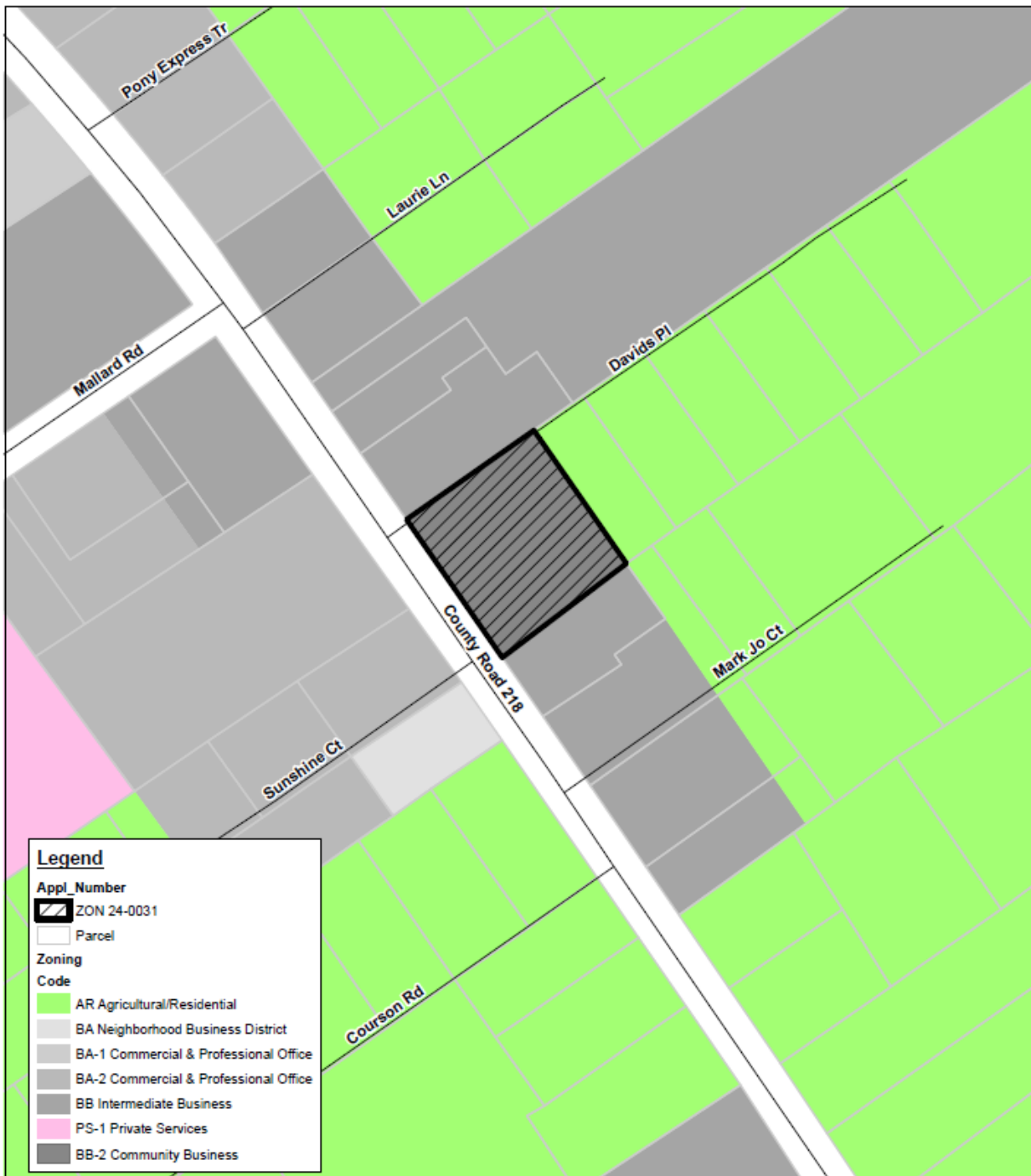
**PARCEL A (294.0' of Clay Parcel No. 36-04-23-000382-001-00)**

A PARCEL OF LAND SITUATED IN LOT 18, WEST BIG BRANCH UNIT 1, ACCORDING TO AN UNRECORDED MAP, THEREOF PREPARED BY LOUIS H. MCKEE, REGISTERED SURVEYOR, ON JULY 22, 1969, FOR SAN LABRYDO LUMBER COMPANY; BEING A PORTION OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY FLORIDA: SAID PARCEL BEING THE SOUTHWESTERLY 294.0 FEET OF SAID LOT 18, LYING PERPENDICULAR TO AND ADJACENT WITH THE RIGHT OF WAY OF COUNTY ROAD 218 WEST AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 36, THENCE ON THE NORTH LINE THEREOF, RUN SOUTH 89°30'30" WEST 1320.02 FEET TO THE EAST LINE OF SAID WEST BIG BRANCH UNIT 1, THENCE ON SAID LINE SOUTH 0°12'00" EAST 2452.85 FEET, TO THE MOST NORTHERLY CORNER OF SAID LOT 18, THENCE ON THE NORTHWESTERLY LINE OF SAID LOT 18, RUN SOUTH 55°00'40" WEST 1172.96 FEET TO THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2655, Pg. 2092 OF SAID PUBLIC RECORDS; THENCE CONTINUE SOUTH 55°00'40" WEST, 132.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55°00'40" WEST, 294.0 FEET TO THE NORTHEASTERLY LINE OF COUNTY ROAD 218 WEST (FORMERLY STATE ROAD NO. 218), THEN ON LAST SAID LINE RUN SOUTH 34°59'20" EAST, 330.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 18, THENCE ON LAST SAID LINE RUN NORTH 55° 00' 40" EAST 294.0 FEET; THENCE NORTH 34°59'20" WEST 330.0 FEET TO THE POINT OF BEGINNING.

**ABOVE PARCEL A BEING SUBJECT TO:**

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES ACROSS THE NORTHWESTERLY 20.0 FEET OF THE ABOVE DESCRIBED LANDS.

Exhibit "A-2"



**Proposed Rezoning: ZON 24-0031  
From BA-2 to BB-2**





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE: 12/3/2024

FROM: Beth Carson, Director,  
Planning and Zoning

SUBJECT: Text amendment to Article III, Section 3-11, Non-conforming Uses, Lot and Structures of the Land Development Code.

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

This county-initiated amendment to Article III of the Land Development Code is to amend of Section 3-11, Non-conforming Uses, Lot and Structures to allow for the replacement of permitted single family homes, mobile homes and accessory structures on non-conforming lots created prior to January 14, 2025.

In 2010 the Board of County Commissioners adopted a policy that permits the replacement of structures with a valid building permit which are located on non-conforming lots or parcels. This policy was never codified into the Land Development Code. The policy requires the replacement structure to not exceed the footprint of the existing structure.

Staff is proposing to revise the 2010 Board policy to remove the requirement of the replacement structure to not exceed the footprint of the existing structure and adopt the policy in the Land Development Code. The staff proposed change would require the replacement structure to meet the standards of the zoning district in which the property is located.

Is Funding Required (Yes/No):

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

N/A

Advanced Payment



Sole Source (Yes\No):    (Yes\No):

Planning Requirements:

Public Hearing Required (Yes\No):

Hearing Type:

Initiated By:

Staff initiated.

**ATTACHMENTS:**

Description	Type	Upload Date	File Name
▢ Ordinance ZON 24-0035	Ordinance	11/26/2024	Ordinance_ZON_24-0035_Finalada.pdf
▢ Staff Report ZON 24-0035	Backup Material	11/26/2024	Staff_Report__Replacement_Policyada.pdf

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	12/4/2024 - 8:33 AM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	12/4/2024 - 12:20 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	12/4/2024 - 12:57 PM	AnswerNotes

ORDINANCE 2025-\_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, RELATING TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE NO. 93-16, AS SUBSEQUENTLY AMENDED, AND COMPRISING THE ZONING AND LAND USE PROVISIONS BY AMENDING SECTION 3-11, NONCONFORMING USES, LOTS AND STRUCTURES, TO ADD A NEW SUBSECTION (I) CONCERNING THE REPLACEMENT OF SINGLE FAMILY HOMES, MOBILE HOMES AND ACCESSORY STRUCTURES ON NONCONFORMING LOTS CREATED PRIOR TO JANUARY 14, 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board adopted Ordinance 93-16, 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, Section 3-11 of the Clay County Land Development Code, as provided for below.

Be it ordained by the Board of County Commissioners of Clay County that:

**Section 1.** As used in Section 2, the term “Article III” shall mean and refer to Article III of the Clay County Land Development Code, being the codification of Ordinance 93-16, as subsequently amended, and comprising the Zoning and Land Use Land Development Regulations.

**Section 2.** Section 3-11, Article III is hereby amended to add a new subsection (I) as follows:

- (I) Parcels created prior to January 14, 2025, on which a single-family home, mobile home or accessory structure has been constructed or placed on the site based upon the issuance of a valid building permit by Clay County, shall be allowed to replace that single family home, mobile home or accessory structure consistent with the minimum setbacks, percentage lot coverage, and minimum living area of the zoning district in which the parcel is located.

**Section 3.** If any section, phrase, sentence or portion of the ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 4.** This Ordinance shall take effect as provided by Florida general law.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this \_\_\_\_\_ day of January, 2025.

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



1 **Staff Report Land Development Code Text Amendment**  
2 **ZON 24-0035**

3  
4  
5 **Applicant:** Clay County Planning and Zoning Division  
6  
7

8 **Introduction**

9 This county-initiated amendment to Article III of the Land Development Code is to amend of  
10 Section 3-11, Non-conforming Uses, Lot and Structures to allow for the replacement of permitted  
11 single family homes, mobile homes and accessory structures on non-conforming lots created prior  
12 to January 14, 2025.

13  
14 On April 13, 2010 the Board of County Commissioners adopted the following policy:

15  
16 It shall be the policy of the Board of County Commissioners that any single-family home,  
17 accessory structure or mobile home that has been constructed or placed on a site based on  
18 upon the issuance of a valid building permit by Clay County, shall be allowed to replace that  
19 single family home, accessory structure or mobile home with a structure of the same type  
20 which does not expand the footprint of the replaced structure.

21  
22 This policy was never codified in the Land Development Code but has provided direction to staff for  
23 situations where lot or parcel is unbuildable due to non-conformity but there exists a permitted  
24 residential dwelling or accessory structure on the parcel. The policy, as adopted, restricts the  
25 footprint of the replacement structure to no larger than the footprint of the existing structure.

26  
27 Staff is proposing to revise the Board policy and adopt the following as Subsection 3-11(l) into the  
28 Land Development Code.

29  
30 Parcels created prior to January 14, 2025, on which a single-family home, mobile home or  
31 accessory structure has been constructed or placed on the site based upon the issuance of a  
32 valid building permit by Clay County, shall be allowed to replace that single family home,  
33 mobile home or accessory structure consistent with the minimum setbacks, percentage lot  
34 coverage, and minimum living area of the zoning district in which the parcel is located.

38 **Discussion**

39 The adopted Board policy permits the replacement of structures with a valid building permit which  
40 are located on a non-conforming lot or parcel. These situations arise when a land owner splits a  
41 parcel and the resulting parcel, which contains a permitted structure, does not meet the minimum  
42 lot size set forth in the corresponding zoning district.

43  
44 Staff is proposing to remove the requirement of the replacement structure being the same footprint  
45 as the existing structure. Many of the circumstance where the replacement policy comes into play  
46 are older parcels with older mobile homes. Often the existing structure does not meet the minimum  
47 livable space required in the zoning district. If the County is going to allow replacement of existing  
48 structures, the replacement structure should not be limited by the footprint of the existing structure  
49 but should be required to meet the standards for the zoning district in which it is located.

50  
51 In addition, staff is working with the Property Appraisers Office to inform and educate property  
52 owners who desire to split their property to coordinate with Planning and Zoning to make sure the  
53 resulting parcels are buildable.

54  
55 **Recommendation**

56  
57 Staff recommends the BCC rescind the policy adopted on April 13, 2010, and adopt the  
58 following new Subsection 3-11(l) into the Land Development Code:

59  
60 Parcels created prior to January 14, 2025, on which a single-family home, mobile  
61 home or accessory structure has been constructed or placed on the site based upon  
62 the issuance of a valid building permit by Clay County, shall be allowed to replace  
63 that single family home, mobile home or accessory structure consistent with the  
64 minimum setbacks, percentage lot coverage, and minimum living area of the zoning  
65 district in which the parcel is located.

66



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE: 12/4/2024

FROM: Dodie Selig, AICP, Chief  
Planner

**SUBJECT:**

A. COMP 24-0026

This application is a FLUM Amendment to change 7.77 acres from Rural Residential (RR) to Industrial Park (IP).

B. PUD 24-0008

This application is a Rezoning to change from Country Estates District (AR-1) to Planned Industrial Development District (PID).

**AGENDA ITEM TYPE:**

**ATTACHMENTS:**

Description	Type	Upload Date	File Name
▢ COMP 24-0026 - Staff Report	Cover Memo	11/26/2024	Staff_Report_-_COMP_24-0026ADA.pdf
▢ COMP 24-0026 - Ordinance	Cover Memo	11/26/2024	Ordinance_-_COMP_24-0026ADA.pdf
▢ PUD 24-0008 - Staff Report	Cover Memo	12/4/2024	Staff_Report_-_PUD_24-0008_Goat_RoadADA.pdf
▢ PUD 24-0008 - Ordinance	Ordinance	11/26/2024	Ordinance_-_PUD_24-0008_Goat_RdADA.pdf

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Rejected	12/4/2024 - 8:52 AM	Please double check the PC vote
Economic and Development Services	Selig, Dodie	Approved	12/4/2024 - 9:16 AM	Resubmitted

Economic and Development Services	Carson, Beth	Approved	12/4/2024 - 12:29 PM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	12/4/2024 - 1:04 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	12/4/2024 - 1:09 PM	AnswerNotes



1 **Staff Report and Recommendations for COMP 24-0026**

2

3 **Copies of the application are available at the Clay County**  
4 **Administration Office, 3<sup>rd</sup> floor, located at 477 Houston Street Green Cove Springs, FL 32043**

5

6 **Owner / Applicant Information:**

**Owner:** Patrick V. O’Neill **Address:** 1045 Lake Asbury Drive  
**Agent:** Janis Fleet **Green Cove Springs, FL 32043**  
**Phone:** 904-476-3220  
**Email:** [jfleet@fleetarchitectsplanners.net](mailto:jfleet@fleetarchitectsplanners.net)

**Owner:** PBP Homes Inc. **Address:** 12917 Fort Caroline Rd.  
**Agent:** Janis Fleet **Jacksonville, FL 32225**  
**Phone:** 904-476-3220  
**Email:** [jfleet@fleetarchitectsplanners.net](mailto:jfleet@fleetarchitectsplanners.net)

7

8 **Property Information**

**Parcel ID:** 35-05-24-006699-874-00, 35-05-24-006699-875-00, 35-05-24-006699-876-00, 35-05-24-006699-877-00, 35-05-24-006699-878-00, 35-05-24-006699-879-00 **Address:** Blanding Blvd & Goat Road  
**Current Land Use:** Rural Residential (RR) **Current Zoning:** Country Estates District (AR-1)  
**Proposed Land Use:** Industrial Park (IP) **Acres:** 7.77 +/-  
**Commission District:** 4, Comm. Condon **Planning District:** Middleburg- Clay Hill

9

10 **Introduction:**

11 This application is a Small-Scale Comprehensive Plan Amendment to change the future land use designation  
12 of six (6) parcels of land from Rural Residential (RR) to Industrial Park (IP). The property owners desire  
13 to build a “flex space” project with 5 buildings, shared parking and storm water retention. Uses allowed would  
14 include retail, office and warehouse. The owners do not have specific end use tenants at this time.

15

16 The subject parcels are located on the east side of Blanding Boulevard, just north of CR 215 and across from  
17 Rosemary Street. Four of the six parcels were platted around a short cul-de-sac road named Goat Road which  
18 was never built. The parcels are undeveloped land which has been extensively clear cut within the last year.

19

20 A companion Rezoning application from Country Estates District (AR-1) to Planned Industrial Development  
21 (PID) follows this comprehensive plan amendment.



Figure 1 – Location Map

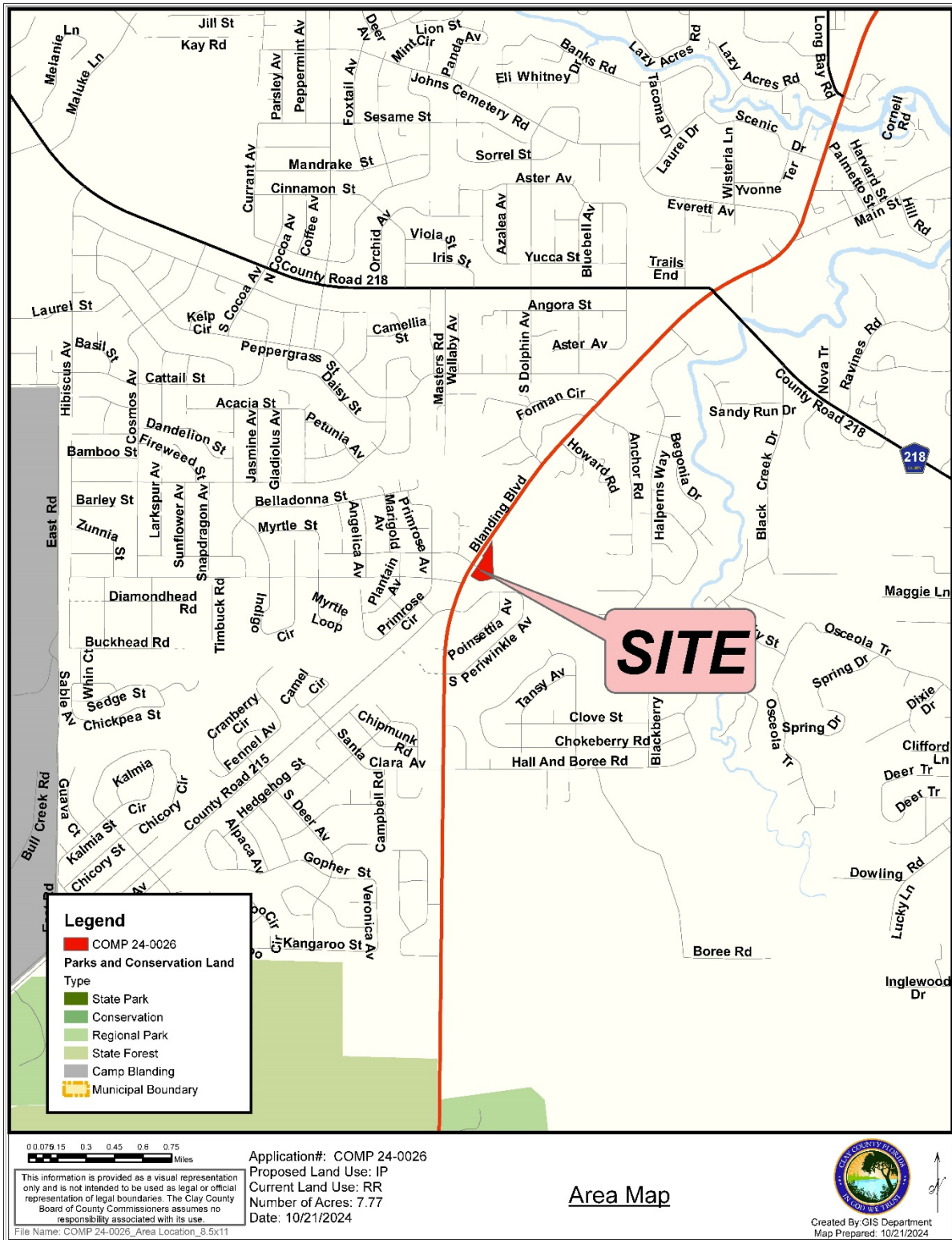


Figure 2 – Parcel Map

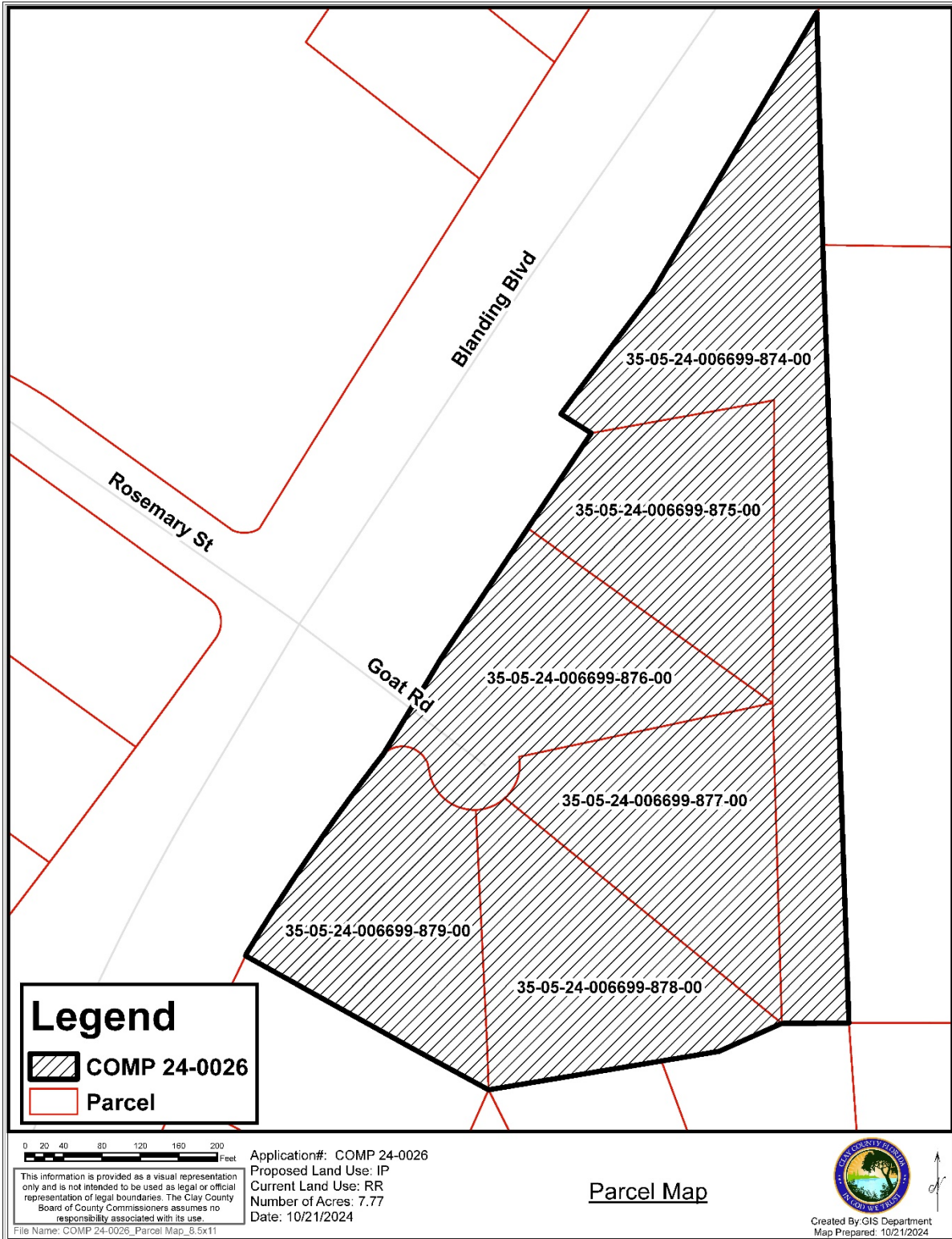


Figure 3 - Aerial Photo

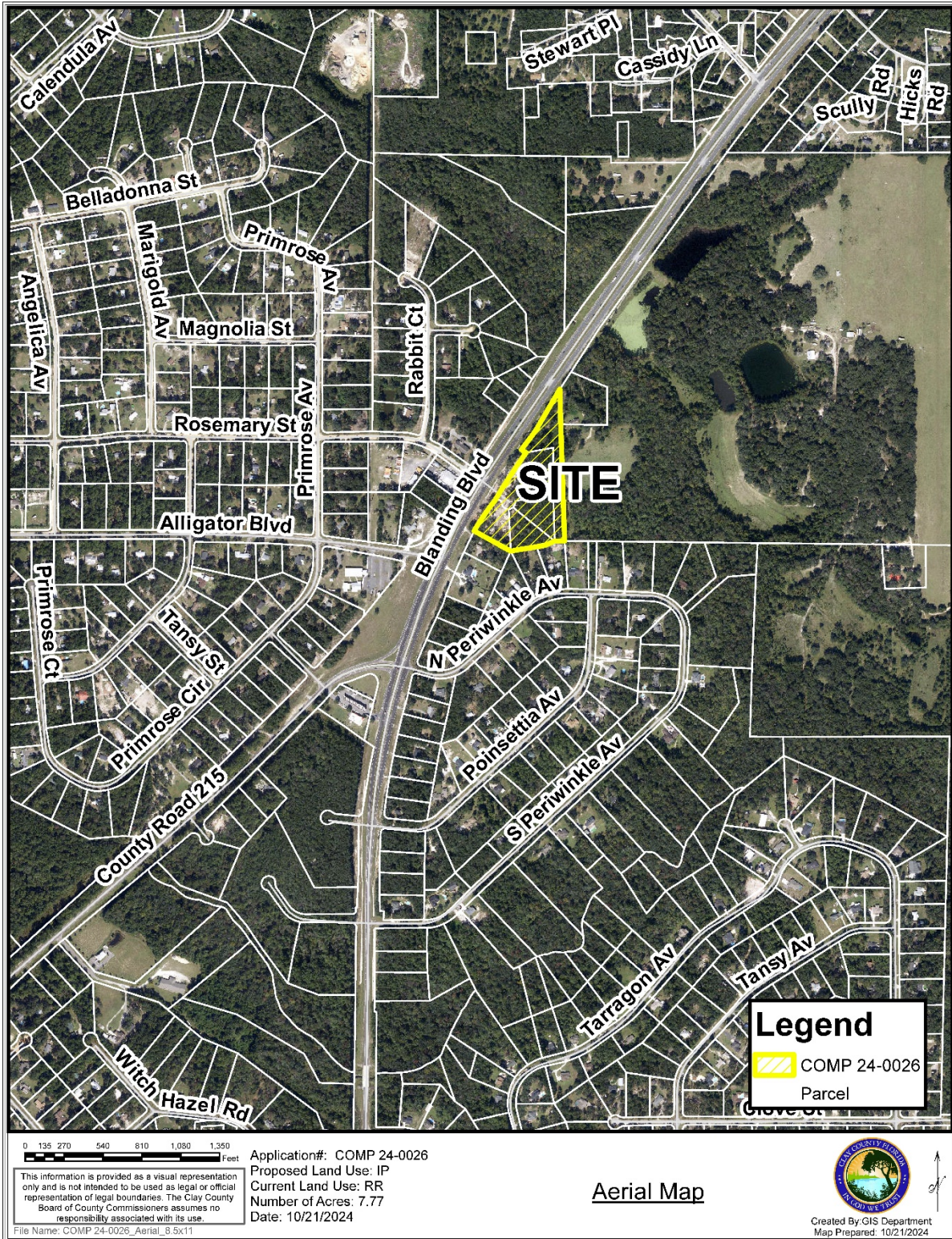


Figure 4 – Existing Future Land Use Designation Map

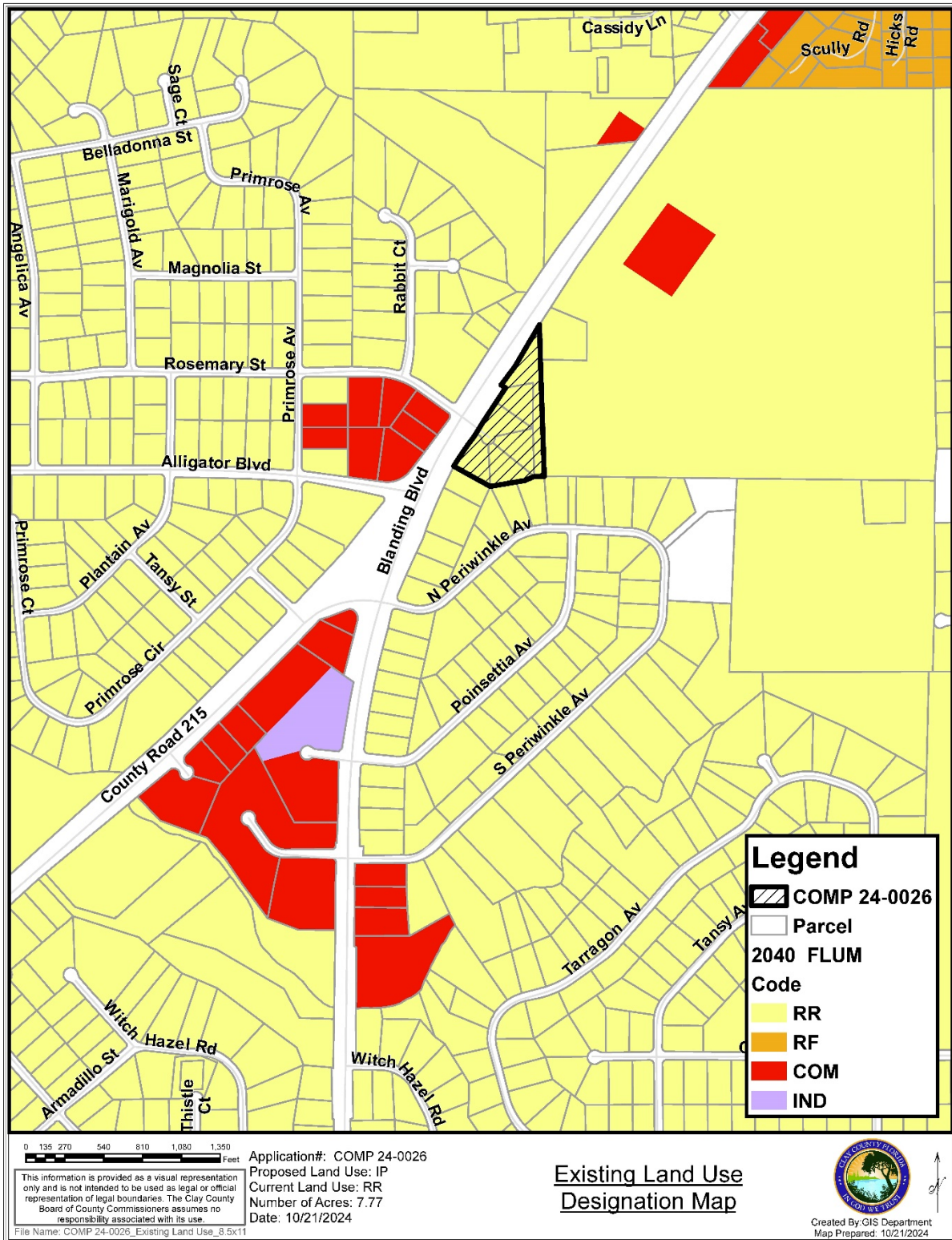


Figure 5 – Proposed Future Land Use Designation Map

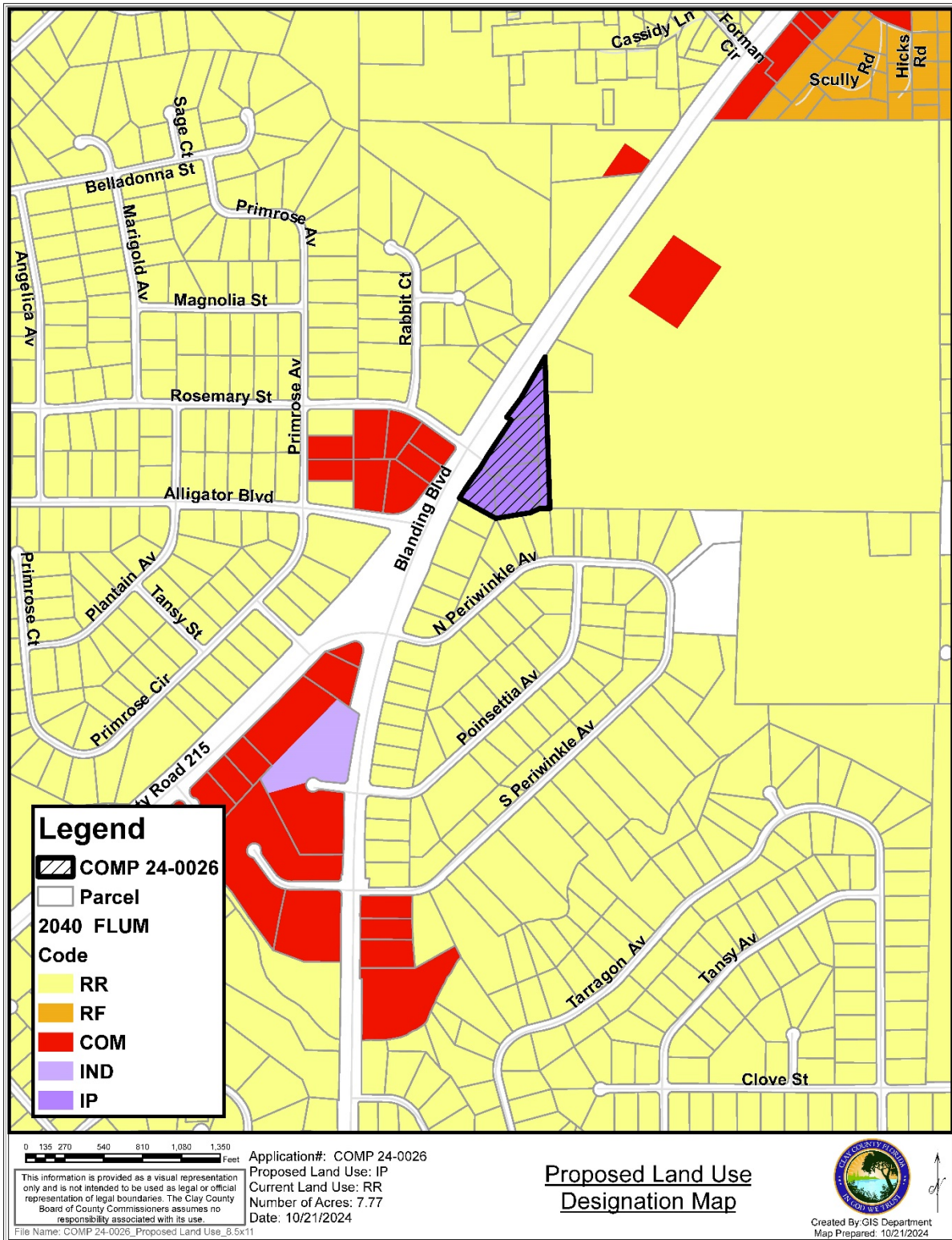
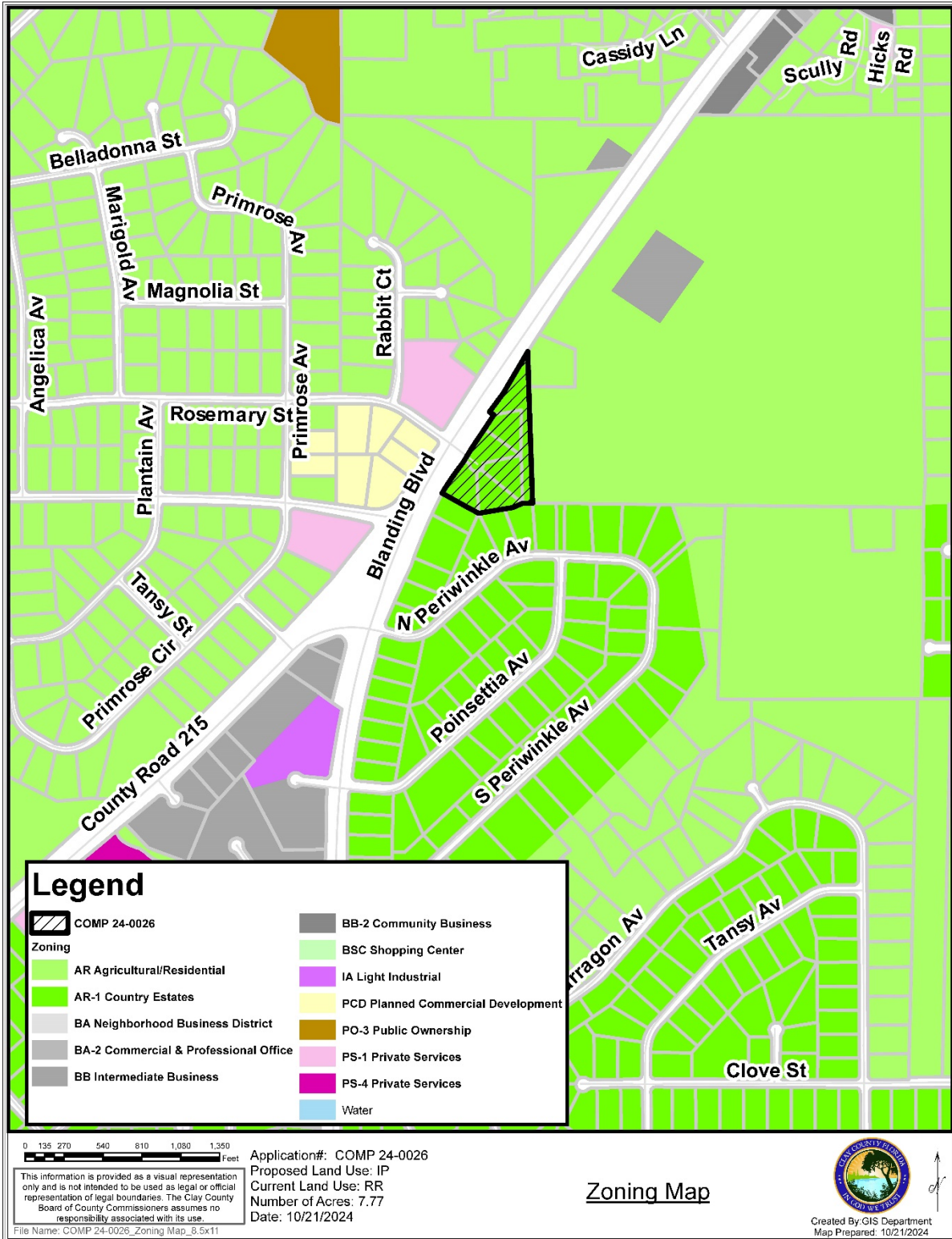


Figure 6 – Zoning Map



34 **Availability of Services**

35 **Traffic Facilities:**

36 The County’s Mobility Fee will apply to development of this property.

37 **Schools:**

38 There are no residential uses associated with this land use change.

39

40 **Recreation:**

41 There are no residential uses associated with this land use change.

42

43 **Water and Wastewater:**

44 Water and sewer are not currently available near this project area. Development of this site will be reliant on  
45 well and septic.

46

47 **Stormwater/Drainage:**

48 Stormwater management for any new construction will need to meet County and Water Management District  
49 standards.

50 **Solid Waste:**

51 Clay County has existing solid waste capacity to service to the area.

**Chesser Island Road Regional Landfill Capacity**

Remaining Capacity -----	55,565,151 cubic yards
Daily Tons -----	4,537 tons
Rate of Fill -----	5,041 cubic yards per day
Estimated Fill Date -----	01/04/55
Years Remaining -----	38 years

52 *Source: Environmental Protection Division, Georgia Department of Natural Resources,*

53 *Clay County 2040 Comprehensive Plan Data and Analysis,*

54 *Community Facilities Element*

55

56 **Land Suitability:**

57

58 **Soils:**

59 See Figure 7.

60 **Flood Plain:**

61 There do not appear to be any floodplain area on the subject parcel. Should such exist, mitigation will be  
62 required. See Figure 8.

63 **Topography:**

64 The subject parcel has roughly twenty feet of slope from a high at the southwestern corner of the subject parcel  
65 to a low at the northeast corner of the parcel. See Figure 9.

66 **Regionally Significant Habitat:**

67 There has been a black bear sighting on Alligator Blvd. to west of the subject parcel. See Figure 10.

68 **Historic Resources:**

69 There are no historic resource structures on the subject parcel although historic structure locations have been  
70 mapped to the north of the subject parcel. See Figure 11.

71 **Compatibility with Military Installations:**

72 The subject property is located 2 miles due east of Camp Blanding.

73



Figure 7 – Soil Map

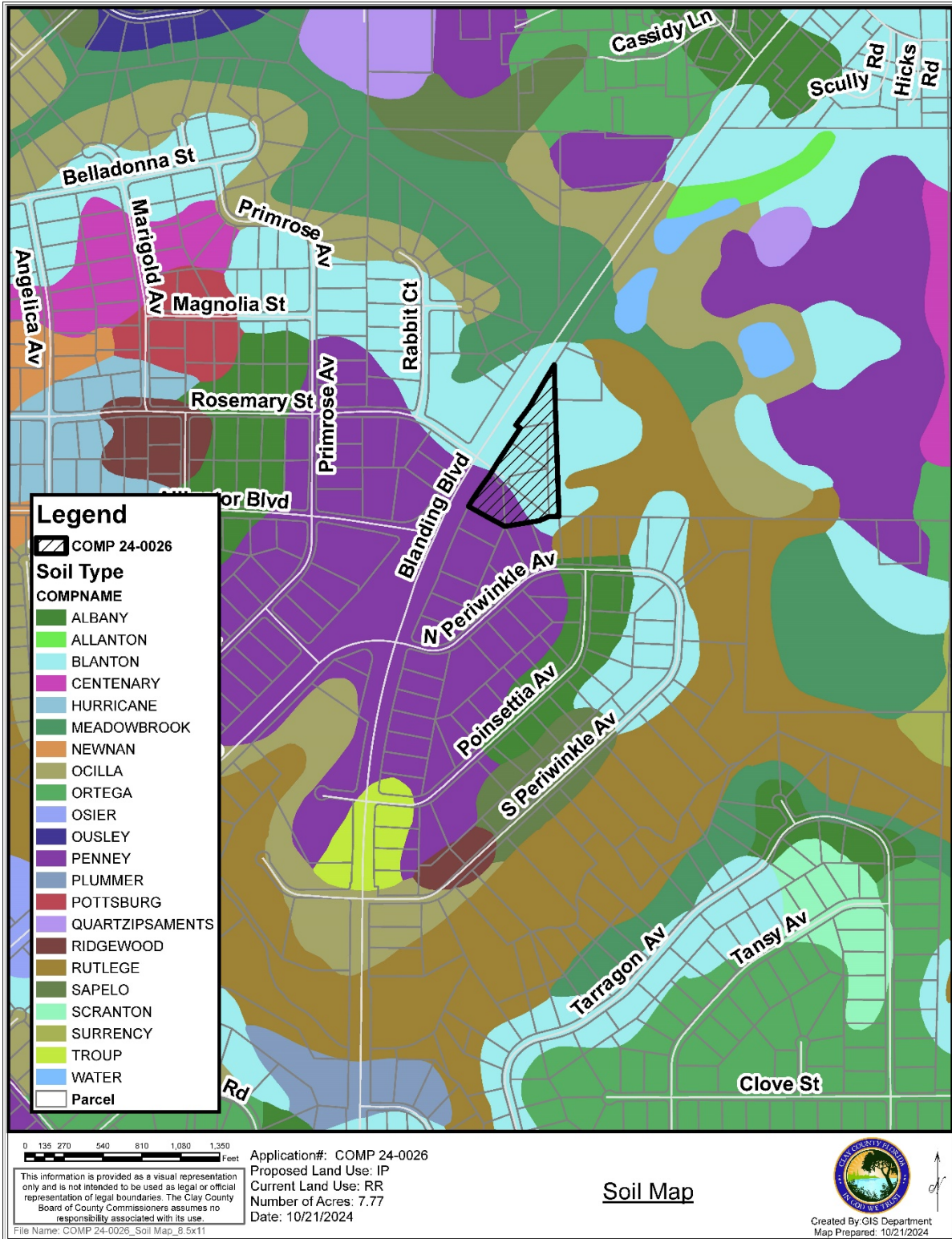


Figure 8 – Flood Zone Map

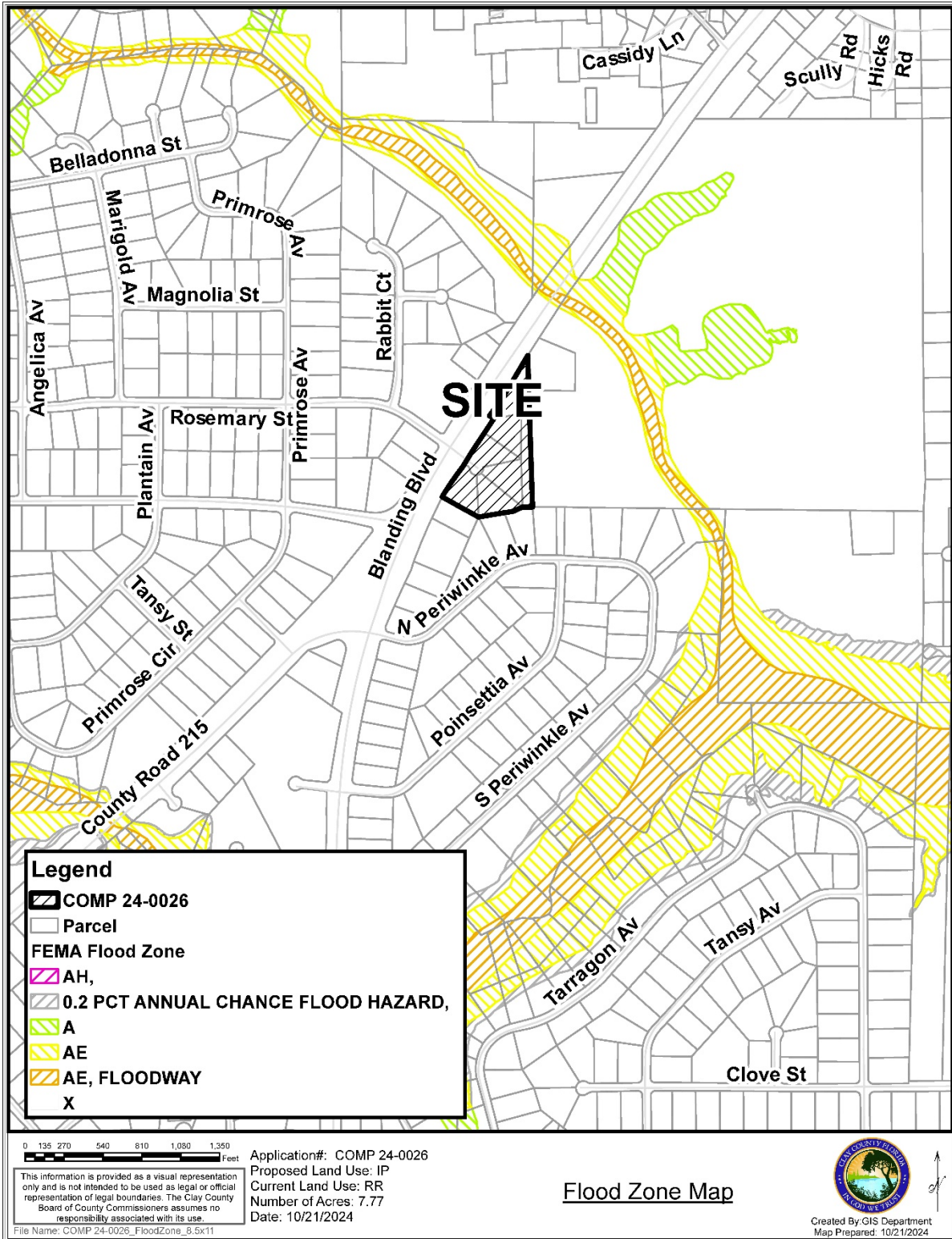


Figure 9 – Topography Map

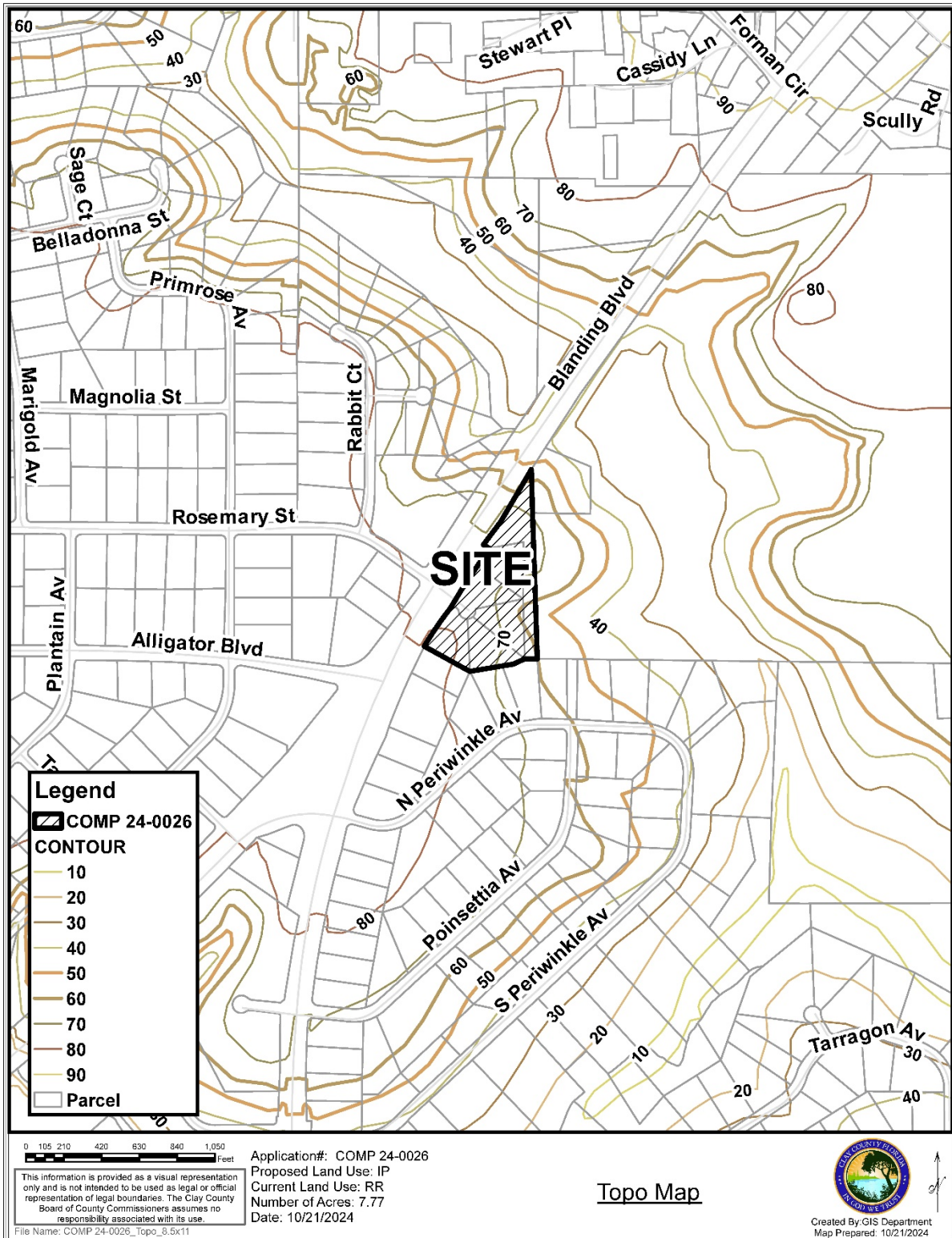


Figure 10 – Habitat Value Map

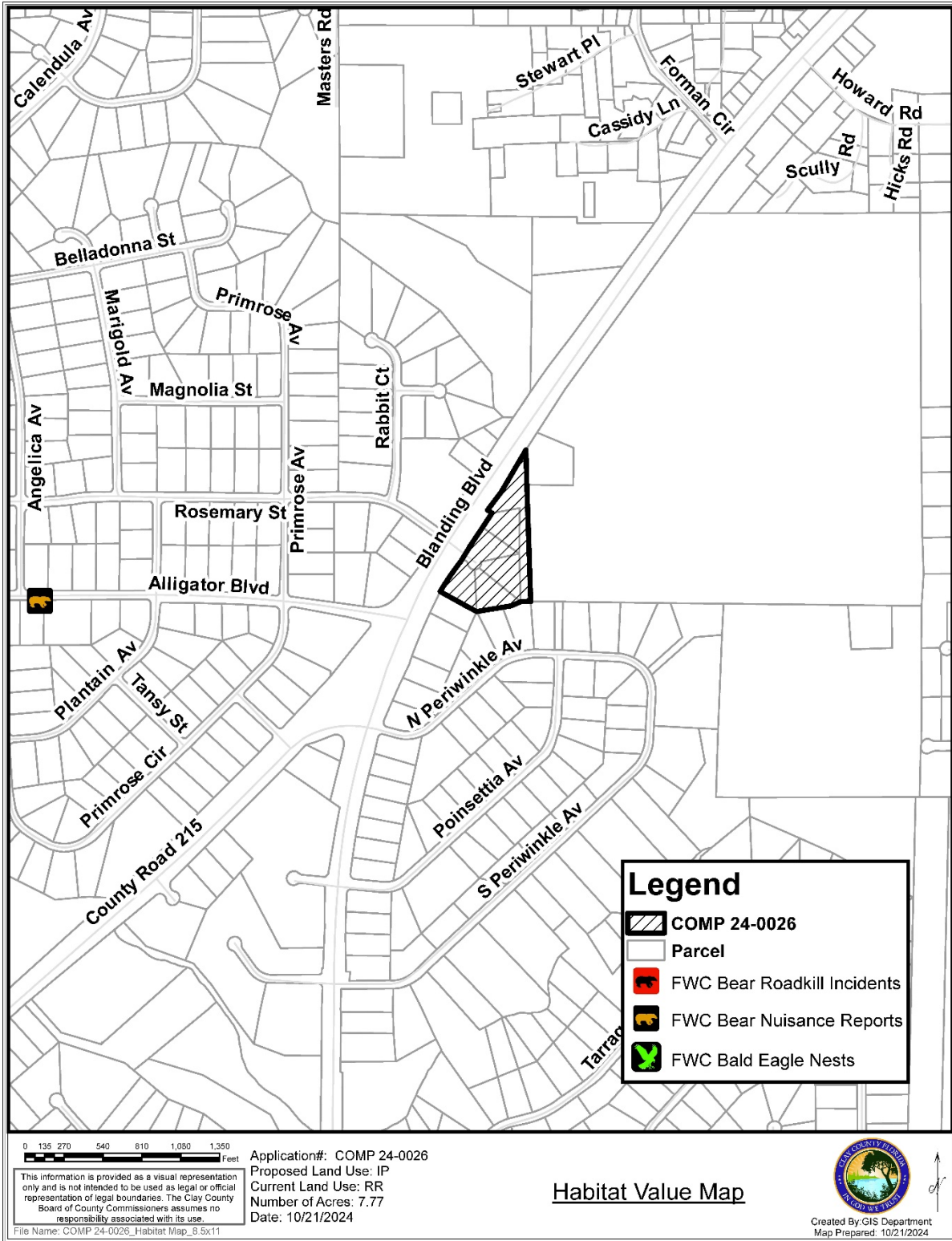
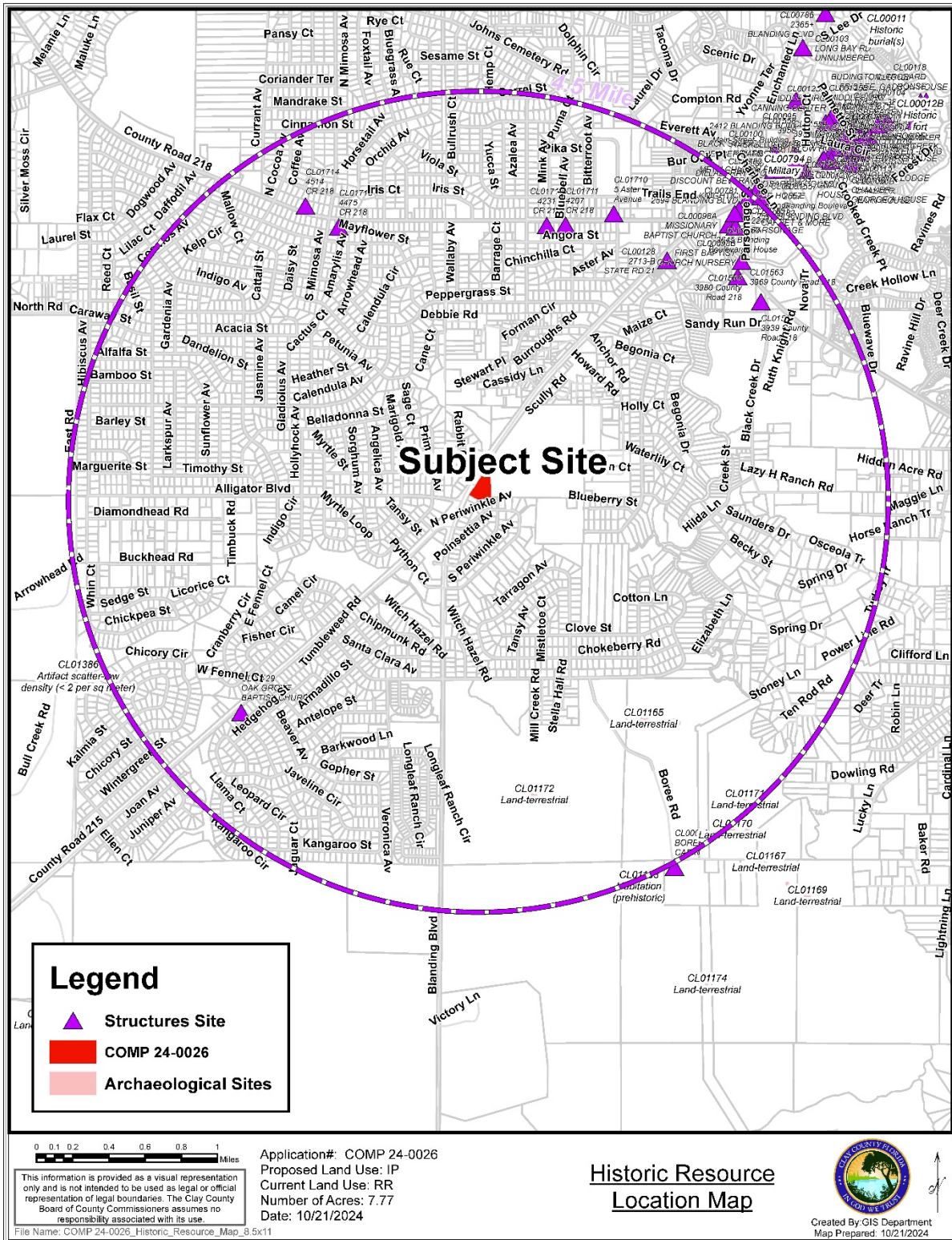


Figure 11 - Historical Resources



84 **Relevant Clay County 2040 Comprehensive Plan Policies**

85 The following Goals/Objective/Policies relate to the proposed Comprehensive Plan Amendment:

86 FLU Policy 1.4.1.3 Rural Residential (RR)

87 These areas will serve as a transition between areas with planned urban services,  
88 agriculture/residential areas, and environmentally sensitive areas. The new growth in these areas  
89 may include central sewer or water systems or other urban level public services if feasible. Rural  
90 residential areas will provide a low density residential character.

91 Designation of these areas on the Future Land Use Map is based on recognizing a number of  
92 existing and future development factors. These include areas with soil conditions suitable for  
93 individual wells and septic systems; existing rural subdivisions with little or no infrastructure  
94 improvements, including unpaved roads; small farm or recreational and low intensity  
95 institutional uses; and areas which are in close proximity to but outside of, planned urban services  
96 and are not anticipated to develop at an intensity to require significant urban services within the  
97 planning period.

98 Allowable residential density under this category shall be one dwelling unit per 5 net acres.  
99 Implementation of this land use designation shall occur in accordance with the Land  
100 Development Regulations. Some locations in Rural Residential may qualify for a density of one  
101 unit per acre, but only if the requirements of tract size, clustering and points in Future Land Use  
102 Objective 1.4 and its policies are met.

103 FLU Policy 1.4.1.13 Industrial Park (IP)

104 It accommodates major industrial activities and supporting commercial and/or office uses. The  
105 supporting uses shall be subordinate to and incidental to serve the industrial population and  
106 capture its internal trip circulation. Therefore, the supporting uses shall not consume land areas  
107 greater than 10% of developed portion of the industrial park. Industrial parks shall be located  
108 close to transport facilities, especially where more than one transport modalities coincide: major  
109 thoroughfares (designated major collector or better), railroads, airports, and/or navigable rivers.

110

111

112 Analysis Regarding Urban Sprawl

113 It is the intent of Clay County to discourage the proliferation of Urban Sprawl. As required by FS 163.3177,  
114 all proposed comprehensive plan amendments are to be analyzed to ensure that urban sprawl and its negative  
115 impacts are not promoted.

116 1. *Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as*  
117 *low-intensity, low-density, or single-use development or uses.*

118 Staff Finding: The proposed future land use change would allow the property to be developed with more  
119 than one type of use.

120 2. *Promotes, allows, or designates significant amounts of urban development to occur in rural areas at*  
121 *substantial distances from existing urban areas while not using undeveloped lands that are available*  
122 *and suitable for development.*

123 Staff Finding: The subject property is small in scale at only 7.77 acres and therefore will not create a  
124 significant amount of urban development. The property is currently undeveloped land and  
125 is available and suitable for development based on the parcel's location at the intersection of  
126 a State highway and a County highway.

127 3. *Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns*  
128 *generally emanating from existing urban developments.*

129 Staff Finding: The proposed amendment is located on the north side of the intersection of SR 21 and CR  
130 215. This intersection area has a cluster of commercial and industrial parcels to the south and  
131 a cluster of commercial parcels directly to the west across SR 21. The amendment will not  
132 create a radial, strip, isolated or ribbon pattern.

133 4. *Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native*  
134 *vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers,*  
135 *shorelines, beaches, bays, estuarine systems, and other significant natural systems.*

136 Staff Finding: The site has already been cleared and has no wetlands or other sensitive areas. Future  
137 development of the subject parcels will be required to ensure no that natural systems are  
138 negatively impacted by the development.

139 5. *Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active*  
140 *agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime*  
141 *farmlands and soils.*

142 Staff Finding: There are no adjacent agricultural areas or activities.

- 143 6. *Fails to maximize use of existing public facilities and services.*
- 144 Staff Finding: Water and sewer do not yet reach this site's location. Connection will be made at some point  
145 in the future once the services are available.
- 146 7. *Fails to maximize use of future public facilities and services.*
- 147 Staff Finding: There are no future public facilities or services known to be planned for this area in the near  
148 future.
- 149 8. *Allows for land use patterns or timing which disproportionately increase the cost in time, money, and*  
150 *energy of providing and maintaining facilities and services, including roads, potable water, sanitary*  
151 *sewer, stormwater management, law enforcement, education, health care, fire and emergency*  
152 *response, and general government.*
- 153 Staff Finding: The subject parcel is already connected to services including roads, law enforcement, fire and  
154 emergency response. The site will not generate a need for education and will develop its own  
155 stormwater management. Connection to potable water and sanitary sewer will occur once  
156 those services are available to the subject site.
- 157 9. *Fails to provide a clear separation between rural and urban uses.*
- 158 Staff Finding: The property will be developed with a landscaped buffer between the industrial park uses and  
159 the adjacent residential uses.
- 160 10. *Discourages or inhibits infill development or the redevelopment of existing neighborhoods and*  
161 *communities.*
- 162 Staff Finding: The proposed amendment will not discourage or inhibit infill development.
- 163 11. *Fails to encourage a functional mix of uses.*
- 164 Staff Finding: The proposed FLU will allow for allow for a mix of related uses.
- 165 12. *Results in poor accessibility among linked or related land uses.*
- 166 Staff Finding: The proposed change will not affect accessibility among related land uses.
- 167 13. *Results in the loss of significant amounts of functional open space.*
- 168 Staff Finding: The proposed amendment will not result in the loss of significant amounts of functional open  
169 space.



170

171 **Analysis of Surrounding Uses**

172 The proposed future land use amendment would change six (6) parcels of land (7.77 acres) Rural Residential  
173 (RR) to Industrial Park (IP). This change would be in keeping with the evolving character of the surrounding  
174 districts as shown in the table below:

	<b>Future Land Use</b>	<b>Zoning District</b>
<b>North</b>	Rural Residential (RR)	Agricultural Residential (AR)
<b>South</b>	Rural Residential (RR)	Country Estates (AR-1)
<b>East</b>	Rural Residential (RR)	Agricultural Residential (AR)
<b>West</b>	Commercial (COM) and Rural Residential (RR)	Planned Commercial Development (PCD) and Private Services (PS-1)

175

176 **Recommendation**

177 Staff recommends approval of COMP 24-0026.

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY 2040 COMPREHENSIVE PLAN INITIALLY ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, UNDER ORDINANCE NO. 2018-31, AS SUBSEQUENTLY AMENDED, IN ORDER TO AMEND THE FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION OF SIX PARCELS (TAX PARCEL IDENTIFICATION #s 35-05-24-006699-874-00, 35-05-24-006699-875-00, 35-05-24-006699-876-00, 35-05-24-006699-877-00, 35-05-24-006699-878-00, 35-05-24-006699-879-00), TOTALING APPROXIMATELY 7.77 ACRES, FROM RURAL RESIDENTIAL (RR) TO INDUSTRIAL PARK (IP); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on June 26, 2018, the Board of County Commissioners of Clay County, Florida (the “Board”), adopted Ordinance No. 2018-31, which adopted the Clay County 2040 Comprehensive Plan (the “Plan”); and,

WHEREAS, Section 163.3184, Florida Statutes, outlines the process for the adoption of comprehensive plans or amendments thereto and provides that Section 163.3187, Florida Statutes, may be followed for plan amendments qualifying as small-scale development; and,

WHEREAS, Application COMP 24-0026, submitted by PBP Homes Inc. & Patrick V. O’Neil, requests an amendment to the Plan; and,

WHEREAS, the Board desires to amend the Plan as provided for below.

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Clay County Ordinance No. 2018-31, as amended, is amended as provided in Section 2 hereof.

**Section 2.** The adopted Future Land Use Map of the Plan is hereby amended such that the Future Land Use designation for six parcels of land (tax parcel identification #s 35-05-24-006699-874-00, 35-05-24-006699-875-00, 35-05-24-006699-876-00, 35-05-24-006699-877-00, 35-05-24-006699-878-00, 35-05-24-006699-879-00), totaling approximately 7.77 acres, described in Exhibit “A-1”, and depicted in Exhibit “A-2” is hereby changed from RURAL RESIDENTIAL (RR) to INDUSTRIAL PARK (IP).

**Section 3.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4.** The effective date of this Plan amendment shall be 31 days after adoption unless the amendment is challenged pursuant to 163.3187, Florida Statutes. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Commerce or the Administration Commission finding the amendment in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this \_\_\_\_\_ day of December 2024.

BOARD OF COUNTY COMMISSIONERS  
OF CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
, Its Chairman

ATTEST:

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

Exhibit "A-1"

LOT 1 AND TRACT G, EXCLUDING PART TO SR 21 RIGHT OF WAY, AND LOTS 2, 3, 4, 5 AND 6, BLOCK 204, AND ALL OF ALLIGATOR COURT (CLOSED APRIL 27, 1982, ACCORDING TO CLAY COUNTY COMMISIONERS MINUTE BOOK 15, PAGE 86) AS SHOWN ON MAP OF BLACK CREEK PARK UNIT TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PALT BOOK 11, PAGE(S) 34 THROUGH 49, INCLUSIVE, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.





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1 **Staff Report and Recommendations for PUD 24-0008**

2

3 **Copies of the application are available at the Clay County**  
4 **Administration Office, 3<sup>rd</sup> floor, located at 477 Houston Street Green Cove Springs, FL 32043**

5

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6 **Owner / Applicant Information:**

**Owner:** Patrick V. O’Neill **Address:** 1045 Lake Asbury Drive  
**Agent:** Janis Fleet **Green Cove Springs, FL 32043**  
**Phone:** 904-591-8942  
**Email:** [slfraser@bellsouth.net](mailto:slfraser@bellsouth.net)

**Owner:** PBP Homes Inc. **Address:** 12917 Fort Caroline Rd.  
**Agent:** Janis Fleet **Jacksonville, FL 32225**  
**Phone:** 904-591-8942  
**Email:** [slfraser@bellsouth.net](mailto:slfraser@bellsouth.net)

7

---

8 **Property Information**

**Parcel ID:** 35-05-24-006699-87400, 35-05-24-006699- **Address:** Blanding Blvd & Goat Road  
875-00, 35-05-24-006699-876-00, 35-05-24-006699-  
877-00, 35-05-24-006699-878-00, 35-05-24-006699-  
879-00

**Current Land Use:** Rural Residential (RR) **Current Zoning:** Country Estates District (AR-1)  
**Proposed Zoning:** Planned Industrial **Acres:** 7.77 +/-  
Development District (PID)  
**Commission District:** 4, Comm. Condon **Planning District:** Middleburg- Clay Hill

9

---

10 **Introduction:**

11 This application is a Rezoning of six (6) parcels of land from Country Estates District (AR-1) to Planned  
12 Industrial Development (PID). The property owners desire to build a “flex space” project with 5 buildings,  
13 shared parking and storm water retention. Uses allowed would include retail, office and warehouse. The  
14 owners do not have specific end use tenants at this time.

15

16 The subject parcels are located on the east side of Blanding Boulevard, just north of CR 215 and across from  
17 Rosemary Street. Four of the six parcels were platted around a short cul-de-sac road named Goat Road which  
18 was never built. The parcels are undeveloped land which has been extensively clear cut within the last year.

19

20 A companion Future Land Use change from Rural Residential (RR) to Industrial Park (IP) precedes this  
21 rezoning.

Figure 1 – Parcel Map

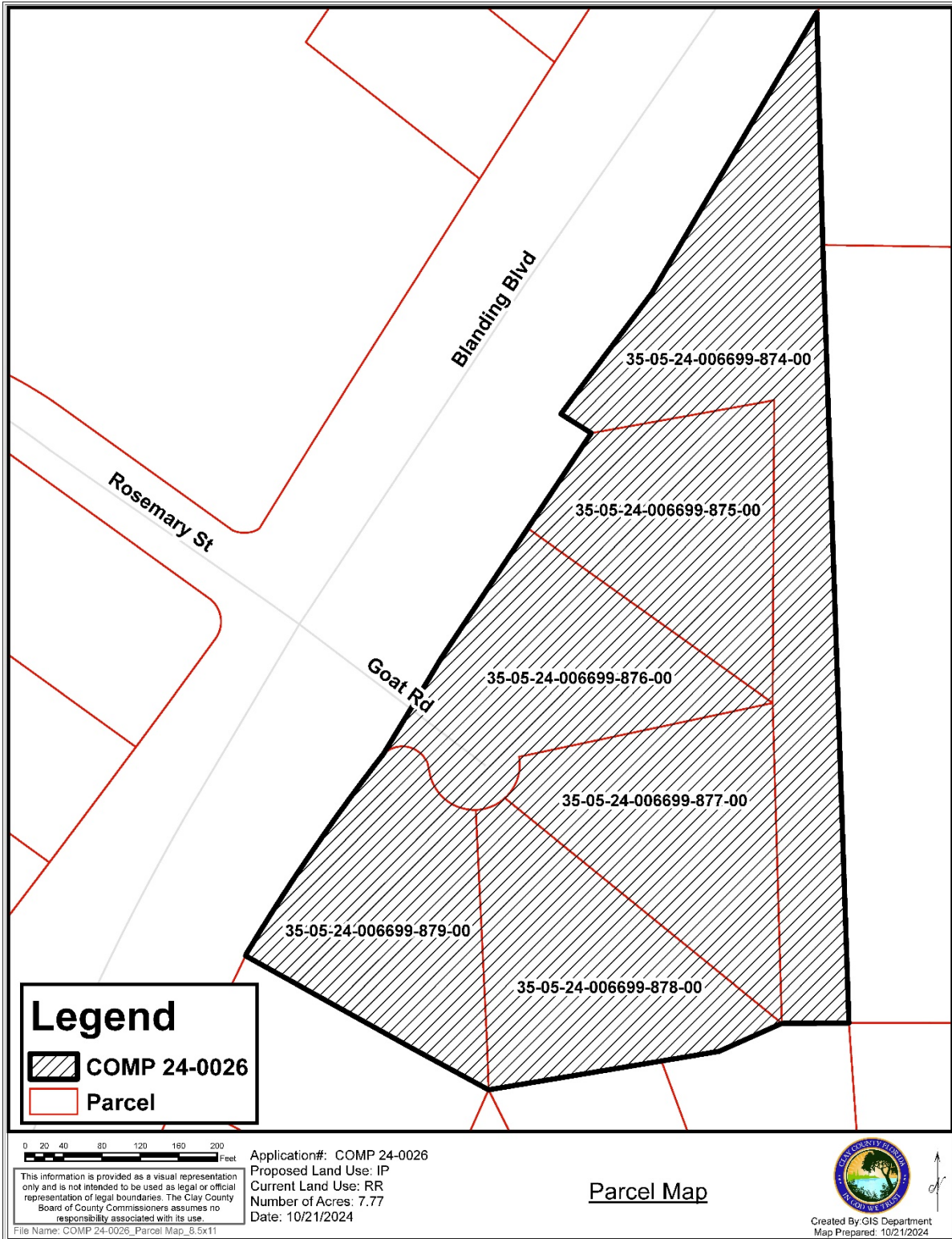
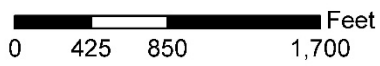


Figure 2 – Aerial Photo

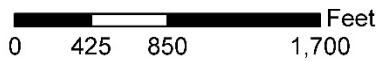
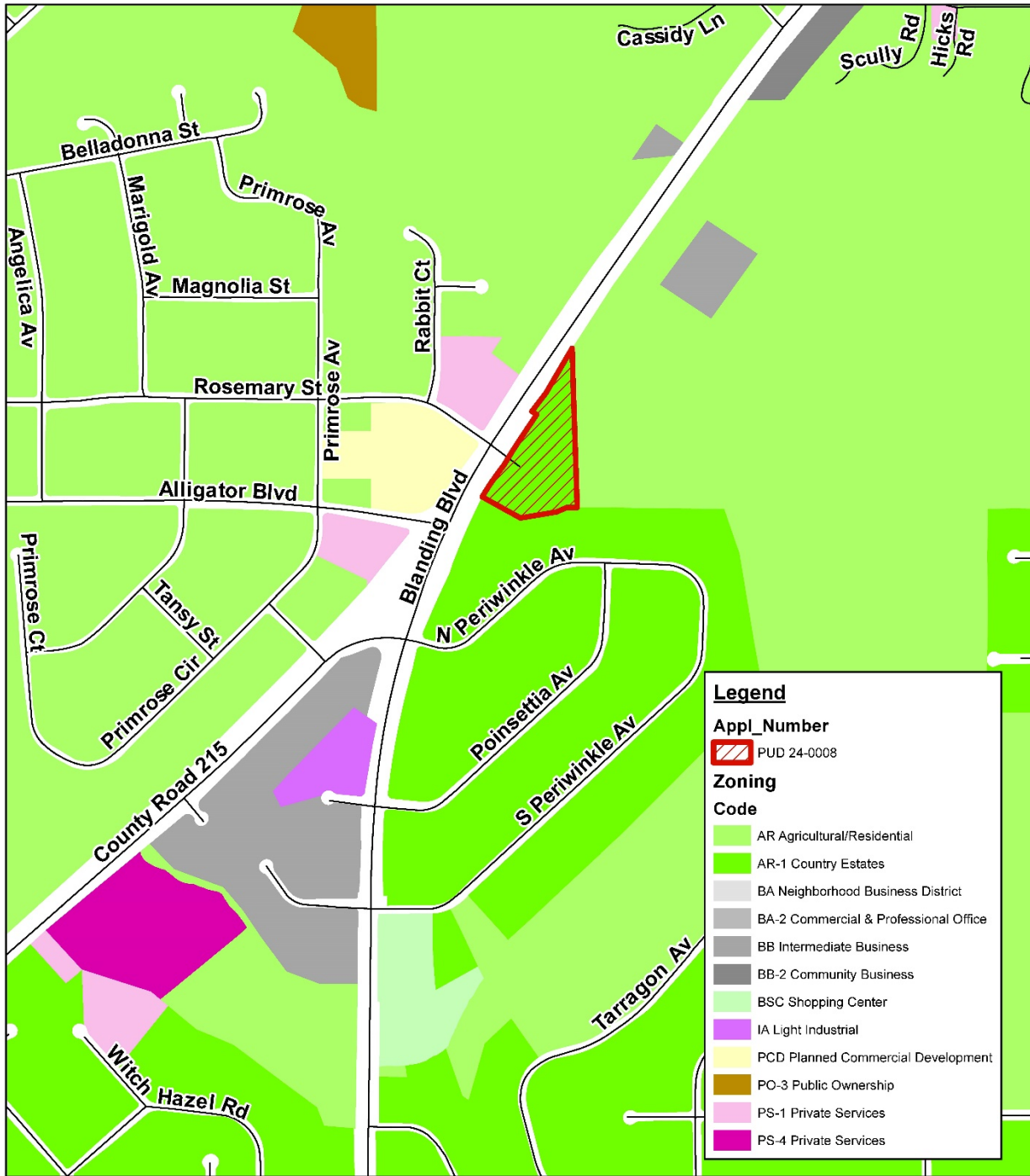


**Rezoning: PUD 24-0008  
from AR-1 and PID**





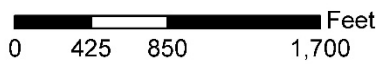
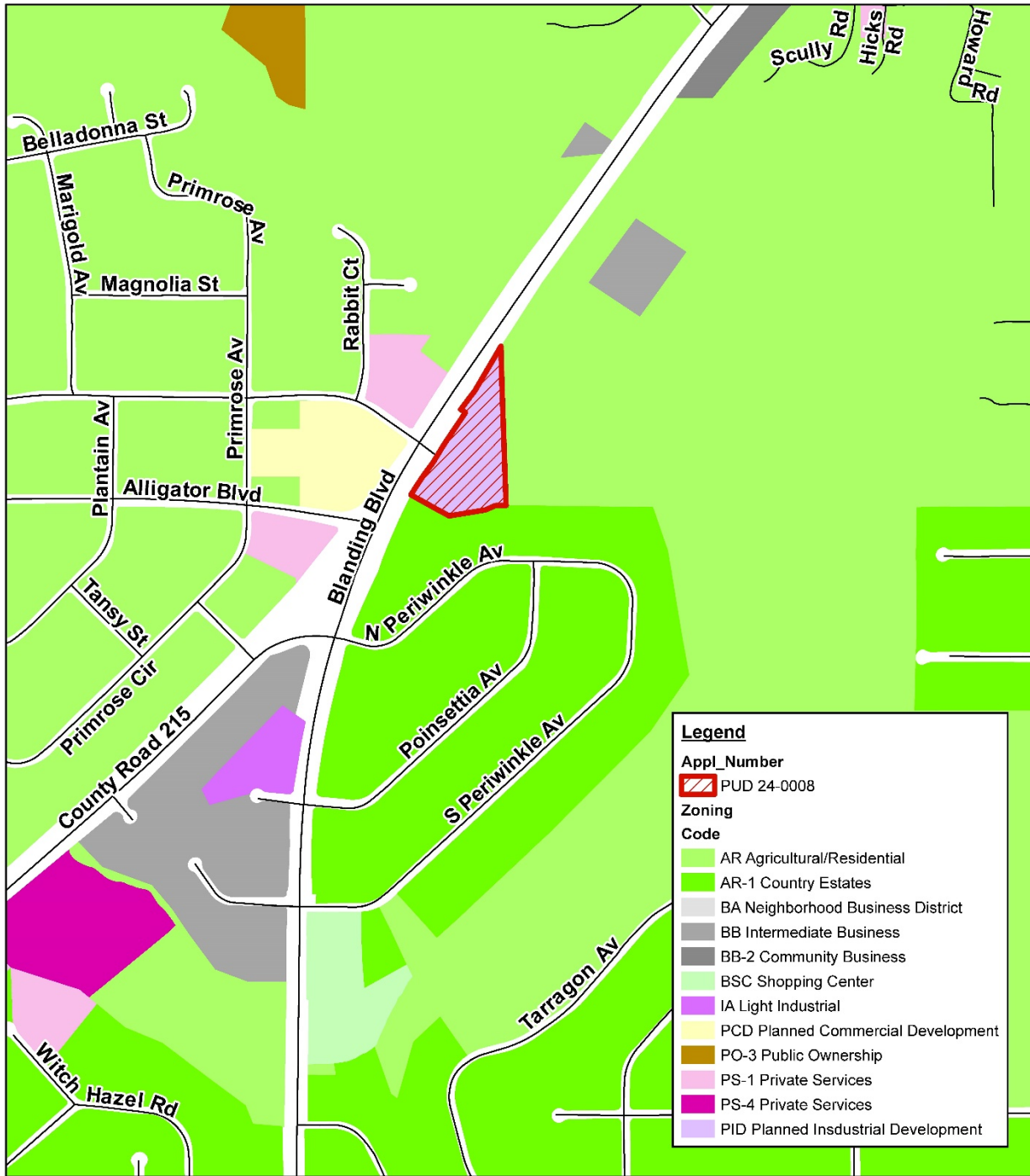
Figure 3 – Existing Zoning Map



**Existing Zoning  
Rezoning: PUD 24-0008  
from AR-1 and PID**



Figure 4 – Proposed Zoning Map



**Proposed Zoning  
 Rezoning: PUD 24-0008  
 from AR-1 and PID**



30 **Relevant Clay County 2040 Comprehensive Plan Policies**

31 The following Goals/Objective/Policies support the proposed Rezoning Amendment to the Code:

32 FLU Policy 1.4.1.3 Rural Residential (RR)

33 These areas will serve as a transition between areas with planned urban services,  
34 agriculture/residential areas, and environmentally sensitive areas. The new growth in these areas  
35 may include central sewer or water systems or other urban level public services if feasible. Rural  
36 residential areas will provide a low density residential character.

37 Designation of these areas on the Future Land Use Map is based on recognizing a number of  
38 existing and future development factors. These include areas with soil conditions suitable for  
39 individual wells and septic systems; existing rural subdivisions with little or no infrastructure  
40 improvements, including unpaved roads; small farm or recreational and low intensity  
41 institutional uses; and areas which are in close proximity to but outside of, planned urban services  
42 and are not anticipated to develop at an intensity to require significant urban services within the  
43 planning period.

44 Allowable residential density under this category shall be one dwelling unit per 5 net acres.  
45 Implementation of this land use designation shall occur in accordance with the Land  
46 Development Regulations. Some locations in Rural Residential may qualify for a density of one  
47 unit per acre, but only if the requirements of tract size, clustering and points in Future Land Use  
48 Objective 1.4 and its policies are met.

49 FLU Policy 1.4.1.13 Industrial Park (IP)

50 It accommodates major industrial activities and supporting commercial and/or office uses. The  
51 supporting uses shall be subordinate to and incidental to serve the industrial population and  
52 capture its internal trip circulation. Therefore, the supporting uses shall not consume land areas  
53 greater than 10% of developed portion of the industrial park. Industrial parks shall be located  
54 close to transport facilities, especially where more than one transport modalities coincide: major  
55 thoroughfares (designated major collector or better), railroads, airports, and/or navigable rivers.  
56

57 **Analysis of Proposed Rezoning Amendment**

58 In reviewing the proposed application for Rezoning, the following criteria may be considered along with  
59 such other matters as may be appropriate to the particular application:

60  
61 (a) Whether the proposed change will create an isolated district unrelated to or incompatible with  
62 adjacent and nearby districts;

63 Staff Finding: The proposed change will not create an isolated district unrelated to nearby districts. The  
64 subject property is located on the north side of the intersection of SR 21 and CR 215. This intersection area  
65 has a cluster of commercial and industrial parcels to the south and a cluster of commercial parcels directly  
66 to the west across SR 21.

67 (b) Whether the district boundaries are illogically drawn in relation to the existing conditions on the  
68 real property proposed for change;

69 Staff Finding: The existing district boundaries are not illogically drawn.

70 (c) Whether the conditions which existed at the time the real property was originally zoned have  
71 changed or are changing, and, to maintain consistency with the Plan, favor the adoption of the proposed  
72 Rezoning;

73 Staff Finding: Increasing traffic volume on SR 21 (Blanding Blvd.) and on CR 215 have led to a clustering  
74 of industrial and commercial uses near this intersection. This increased traffic volume also makes residential  
75 use of the property less desirable.

76 (d) Whether the affected real property cannot be used in accordance with existing zoning;

77 Staff Finding: The property could be developed for a residential use but the location is more conducive to  
78 a commercial or light industrial use.

79 (e) Whether the proposed Rezoning application is compatible with and furthers the County's stated  
80 objectives and policies of the Plan;

81 Staff Finding: The proposed rezoning is compatible with the proposed Comprehensive Plan amendment.

82 (f) Whether maintenance of the existing zoning classification for the proposed Rezoning serves a  
83 legitimate public purpose;

84 Staff Finding: There is no public purpose served by maintaining the existing zoning.

85 (g) Whether maintenance of the status quo is no longer reasonable when the proposed Rezoning is  
86 inconsistent with surrounding land use;

87 Staff Finding: Maintaining the single-family residential use is no longer the highest and best use of these  
88 parcels.

89 (h) Whether there is an inadequate supply of sites in the County for the proposed intensity or density  
90 within the district already permitting such intensity or density.

91 Staff Finding: There is very little availability of land zoned for light industrial in this area of the County.

92

### 93 **Analysis of Proposed PUD Regulations**

94 The Written Statement for this application provides for a flex space industrial park project containing a mix  
95 of uses.

96 Permitted uses include:

- 97 • Light industrial uses with related offices and showrooms in support of the manufacture, assembly and  
98 distribution of small unit products. Retail sales are limited to an accessory role for the industrial use.
- 99 • Warehouse, warehouse-showroom or distribution.
- 100 • Wholesale business uses only if affiliated with a light industrial, warehouse, warehouse-showroom or  
101 distribution use.
- 102 • Corporate, professional and business offices.

103 Conditional uses include public assembly and residential dwelling.

104 Accessory uses include dining, daycare, recreational facilities and professional services such as copying  
105 centers, shipping offices and computer services.

106 Restrictions of uses:

- 107 • Each use must be conducted entirely within an enclosed building and include no outside storage or  
108 other similar activities.
- 109 • Each use must not be dangerous, noxious or offensive to neighboring uses or the public in general by  
110 reason of smoke, odor, noise, glare, fumes, gas, vibration, threat of fire or explosion or emission of  
111 particulate matter or radiation.
- 112 • Each use must be provided with off-street loading facilities located at the rear or side of the building  
113 and visually screened from any abutting right-of-way or land with a residential land use or zoning  
114 designation.
- 115 • An accessory uses and limited retail sales may not be located in freestanding buildings.

116 The PID will provide a 30 foot, type “C” buffer along the south and east sides adjoining the existing  
117 residential.

118 **Analysis of Surrounding Uses**

119 The proposed rezoning would change six (6) parcels of land from Country Estates District (AR-1) to Planned  
120 Industrial Development District (PID). This change would be in keeping with the evolving character of the  
121 surrounding districts as shown in the table below:

	<b>Future Land Use</b>	<b>Zoning District</b>
<b>North</b>	Rural Residential (RR)	Agricultural Residential (AR)
<b>South</b>	Rural Residential (RR)	Country Estates (AR-1)
<b>East</b>	Rural Residential (RR)	Agricultural Residential (AR)
<b>West</b>	Commercial (COM) and Rural Residential (RR)	Planned Commercial Development (PCD) and Private Services (PS-1)

122

123 **Recommendation**

124 Staff recommends approval of PUD 24-0008.

125

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF SIX PARCELS (TAX PARCEL IDENTIFICATION #s 35-05-24-006699-874-00, 35-05-24-006699-875-00, 35-05-24-006699-876-00, 35-05-24-006699-877-00, 35-05-24-006699-878-00, 35-05-24-006699-879-00), TOTALING 7.77 ACRES, FROM THEIR PRESENT ZONING CLASSIFICATION OF COUNTRY ESTATES DISTRICT (AR-1) TO PLANNED INDUSTRIAL DEVELOPMENT (PID); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.**

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Application PUD 24-0008, submitted by Patrick V. O’Neill and PBP Homes Inc., seeks to rezone certain real property (tax parcel identification #s 35-05-24-006699-874-00, 35-05-24-006699-875-00, 35-05-24-006699-876-00, 35-05-24-006699-877-00, 35-05-24-006699-878-00, 35-05-24-006699-879-00) (the Property), described in Exhibit “A-1”, and depicted in Exhibit “A-2”.

**Section 2.** The Board of County Commissioners approves the rezoning request. The zoning classification of the Property is hereby changed from Country Estates District (AR-1) to Planned Industrial Development (PID), subject to the conditions outlined in the Written Statement attached as Exhibit “B-1” and the Site Plan attached as Exhibit “B-2”.

**Section 3.** Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

**Section 4.** The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

**Section 5.** This Ordinance shall become effective upon the Ordinance adopting the comprehensive plan amendment requested in Application COMP 24-0026 becoming effective.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this \_\_\_\_\_ day of December 2024.

BOARD OF COUNTY COMMISSIONERS  
OF CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
, Its Chairman

ATTEST:

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



Exhibit "A-1"

LOT 1 AND TRACT G, EXCLUDING PART TO SR 21 RIGHT OF WAY, AND LOTS 2, 3, 4, 5 AND 6, BLOCK 204, AND ALL OF ALLIGATOR COURT (CLOSED APRIL 27, 1982, ACCORDING TO CLAY COUNTY COMMISIONERS MINUTE BOOK 15, PAGE 86) AS SHOWN ON MAP OF BLACK CREEK PARK UNIT TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PALT BOOK 11, PAGE(S) 34 THROUGH 49, INCLUSIVE, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

# EXHIBIT "A-2"

## LEGAL DESCRIPTION OF LOT 6:

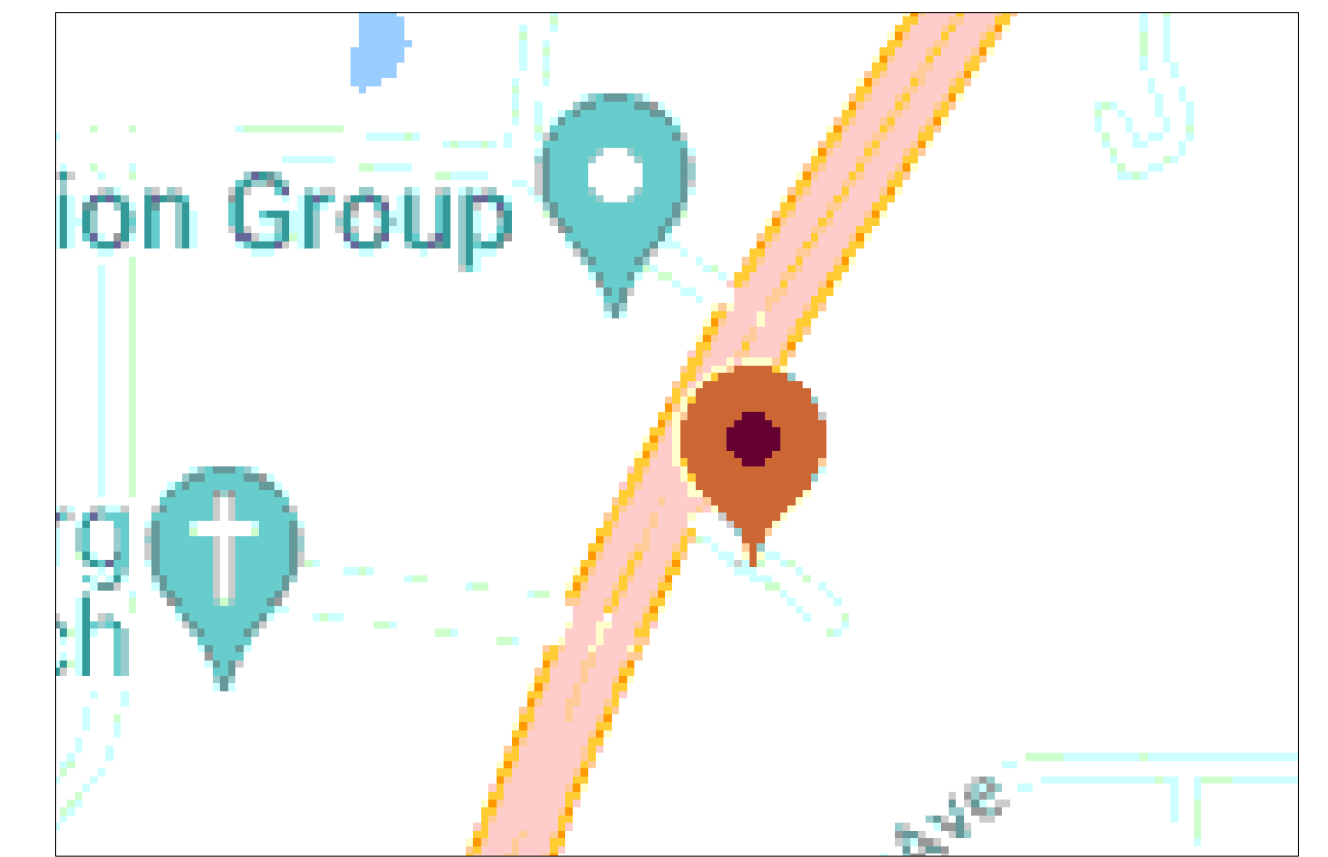
LOT 1 AND TRACT G, EXCLUDING PART TO SR 21 RIGHT OF WAY, AND LOTS 2, 3, 4, 5 AND 6, BLOCK 204, AND ALL OF ALLIGATOR COURT (CLOSED APRIL 27, 1982, ACCORDING TO CLAY COUNTY COMMISSIONERS MINUTE BOOK 15, PAGE 86) AS SHOWN ON MAP OF BLACK CREEK PARK UNIT TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE(S) 34 THROUGH 49, INCLUSIVE, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

OVERALL BOUNDARY SURVEY OF

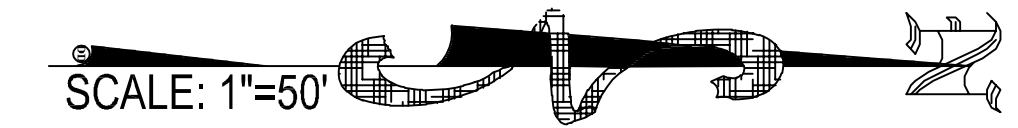
2622 GOAT ROAD  
MIDDLEBURG, FL 32068

PREPARED FOR:

JEFFORY RABACCHI



VICINITY MAP  
NOT TO SCALE



LINE TABLE		
LINE	LENGTH	BEARING
L1	7.21'	N54°10'00"W
L2	7.21'	N54°10'00"W

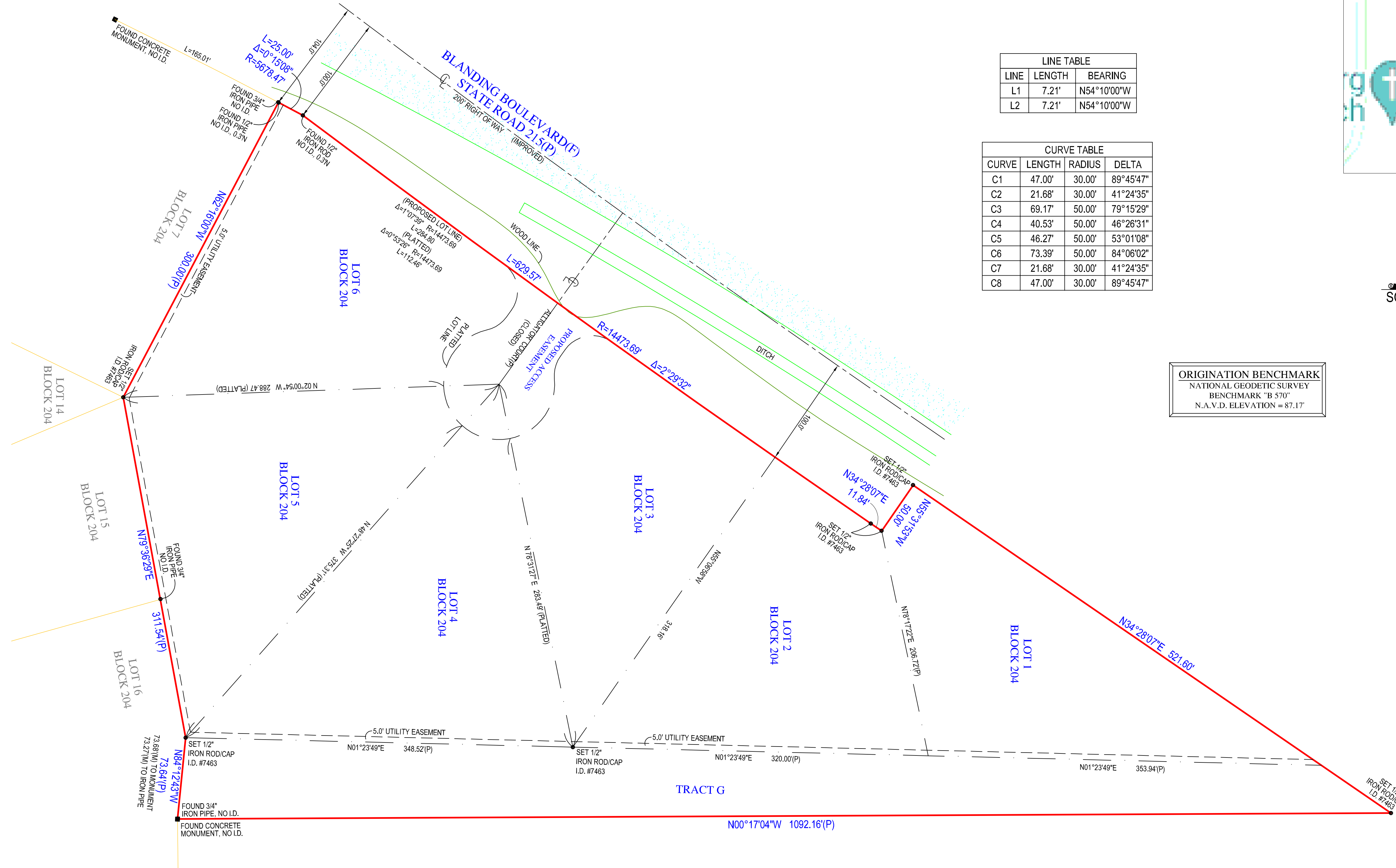
CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	47.00'	30.00'	89°45'47"
C2	21.68'	30.00'	41°24'35"
C3	69.17'	50.00'	79°15'29"
C4	40.53'	50.00'	46°26'31"
C5	46.27'	50.00'	53°01'08"
C6	73.39'	50.00'	84°06'02"
C7	21.68'	30.00'	41°24'35"
C8	47.00'	30.00'	89°45'47"

ORIGINATION BENCHMARK  
NATIONAL GEODETIC SURVEY  
BENCHMARK "B 570"  
N.A.V.D. ELEVATION = 87.17'

FLOOD ZONE: X  
COMMUNITY NUMBER: 120064  
PANEL: 12019C0145  
SUFFIX: E  
BASE FLOOD ELEVATION: N/A  
FIRM DATE: 03/17/2014  
FIRM EFFECT./REV DATE: 03/17/2014

### LEGEND

A/C AIR CONDITIONER  
B.F.P. BACKFLOW PREVENTER  
C.B.S. CONCRETE BLOCK STRUCTURE  
E.E. ELEVATION  
F.F. FINISHED FLOOR  
I.D. IDENTIFICATION  
L. LENGTH  
L.B. LICENSED BUSINESS  
M. MEASURED  
N.T.S. NOT TO SCALE  
N&D. NAIL & DISC  
N.A.V.D. NORTH AMERICAN VERTICAL DATUM  
N.G.V. NATIONAL GEODETIC VERTICAL DATUM  
O.R.B. OFFICIAL RECORDS BOOK  
P. PLA  
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER  
P.R.M. PERMANENT REFERENCE MONUMENT  
P.G. PAGE  
P.B. PLAT BOOK  
P.K. PARKER KYLON NAIL  
R. RADIUS  
TAN. TANGENT  
T.B.M. TEMPORARY BENCH MARK  
C. AND CENTERLINE  
# AND NUMBER  
Δ DELTA OR CENTRAL ANGLE  
C.C. CONCRETE  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT



### NOTES:

- LEGAL DESCRIPTION CREATED BY COMPASS SURVEYING
- NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE.
- NO SUBSURFACE IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY.
- ALL ANGLES OR BEARINGS AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED.
- SOME FEATURES MAY NOT BE AT SCALE IN ORDER TO SHOW DETAIL.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE, HAVING A BEARING OF N01°23'49"E.

REVISIONS:  
1. ADDED NEW PARCELS TO OVERALL... 06-04-2024

DATE OF FIELD WORK: 05-30-2023  
DATE OF MAP: 08-08-2023

SURVEYORS CERTIFICATE:  
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION, NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED) \_\_\_\_\_  
KENNETH J. OSBORNE  
PROFESSIONAL SURVEYOR & MAPPER #6415

Project C-589746 Sheet  
Date 05-30-2023  
Scale 1"=50'

1 of 1



6250 N. MILITARY TRAIL  
SUITE 102  
WEST PALM BEACH, FL 33407  
PHONE: 561.640.4800  
FAX: 561.640.0576

LB #7463



**Department of Economic and Development Services**

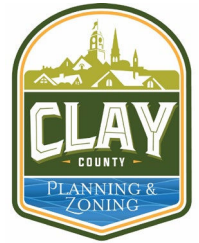
**Planning & Zoning Division**

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

[www.claycountygov.com](http://www.claycountygov.com)

**Exhibit "B-1"**



**PUD / PCD / PID WRITTEN STATEMENT EXHIBIT "B"**

Name of Development: <b>Blanding Boulevard PID</b>		Net Acres: <b>7.76</b>
Parcel ID #: 006699-875-00, 006699-874-00, 006699-876-00, 006699-877-00, 006699-878-00, and 006699-879-00		Wetland Acres: <b>0</b>
Total Number of Dwelling Units Proposed: <b>0</b>		Total Acres: <b>7.76</b>
Total Amount of Open Space: <b>0</b>	Total Amount of Recreation: <b>0</b>	Total Active Recreation: <b>0</b>
Phase Schedule for Construction:	Construction of flex space that can be used for retail, office, and warehouse facilities.	
Permitted Uses:	<p>(1) Light industries, with related offices and showrooms, which manufacture, assemble, process, package, store, and distribute small unit products such as optical devices, precision instruments, electronic equipment, toys, fishing tackle, research facilities and laboratories, and the like.</p> <p>(2) Accessory uses, such as dining and recreational facilities as a convenience to the occupants thereof and their customers and employees, and business offices accessory to the primary industrial use.</p> <p>(3) Limited retail sales allowed only as an accessory and minor activity accompanying each light industrial, warehouse, warehouse-showroom or distribution use.</p> <p>(2) Warehouse, warehouse-showroom or distribution uses.</p> <p>(3) Wholesale, business uses, only if affiliated with or accessory to light industrial, warehouse, warehouse-showroom, or distribution uses.</p> <p>(4) Corporate, professional and business offices.</p> <p>(6) Accessory uses, such as dining, daycare, and recreational facilities, as well as professional services such as copying centers, shipping offices, and computer services.</p>	
Conditional Uses:	<p>(1) Public assembly.</p> <p>(2) Residential dwelling.</p>	
Permitted Accessory Uses and Structures:	None	
Restrictions of Uses:	<p>(1) Each must be conducted entirely within an enclosed building and include no outside storage or other similar activities.</p> <p>(2) Each must not be dangerous, noxious or offensive to neighboring uses or the public in general by reason of smoke, odor, noise, glare, fumes, gas, vibration, threat of fire or explosion or emission of particulate matter or radiation.</p> <p>(3) Each must be provided with off-street loading facilities that are located at the rear or side of the building and visually screened from any abutting public or approved private street or land with a residential zoning or land use designation.</p> <p>(4) Accessory uses and limited retail sales may not be located in freestanding buildings.</p>	

## Design Guidelines

### A. Lot Requirements

Minimum Lot Area: None	Minimum Lot Width at Bldg. Line: None	Minimum Lot Depth: None
Maximum Lot Coverage: 50%	Maximum Rear Lot Coverage: None	Maximum Bldg. Height: 45 ft.
Minimum Front Setback: 15 ft.	Minimum Side Setback: 25 ft.	Minimum Rear Setback: 30 ft.
Minimum Front Setback Intersecting Street:	Minimum Setback for Accessory Structures: N/A	
Minimum Living Area: N/A		

### B. Ingress, Egress, and Circulation

**Parking Requirements:** The parking requirements for this development shall be consistent with the requirements of Article VIII of the Land Development Code & the Branan Field & Lake Asbury Master Plans.

**Vehicular Access:** Vehicular access to the property shall be by way of Blanding Blvd. Substantially as shown in the site plan. The final location of all access points is subject to the review of the Engineering/Public Works Department.

**Non-motorized Access:** Non-motorized access shall be provided by sidewalks and pedestrian/bicycle paths installed in accordance with Article VIII of the Land Development Code and the Branan Field and Lake Asbury Master Plans.

### C. Signs

Signs shall be permitted separately from development plans and shall meet the requirements of the Article VII of the Land Development Code and the Branan Field and Lake Asbury Master Plans.

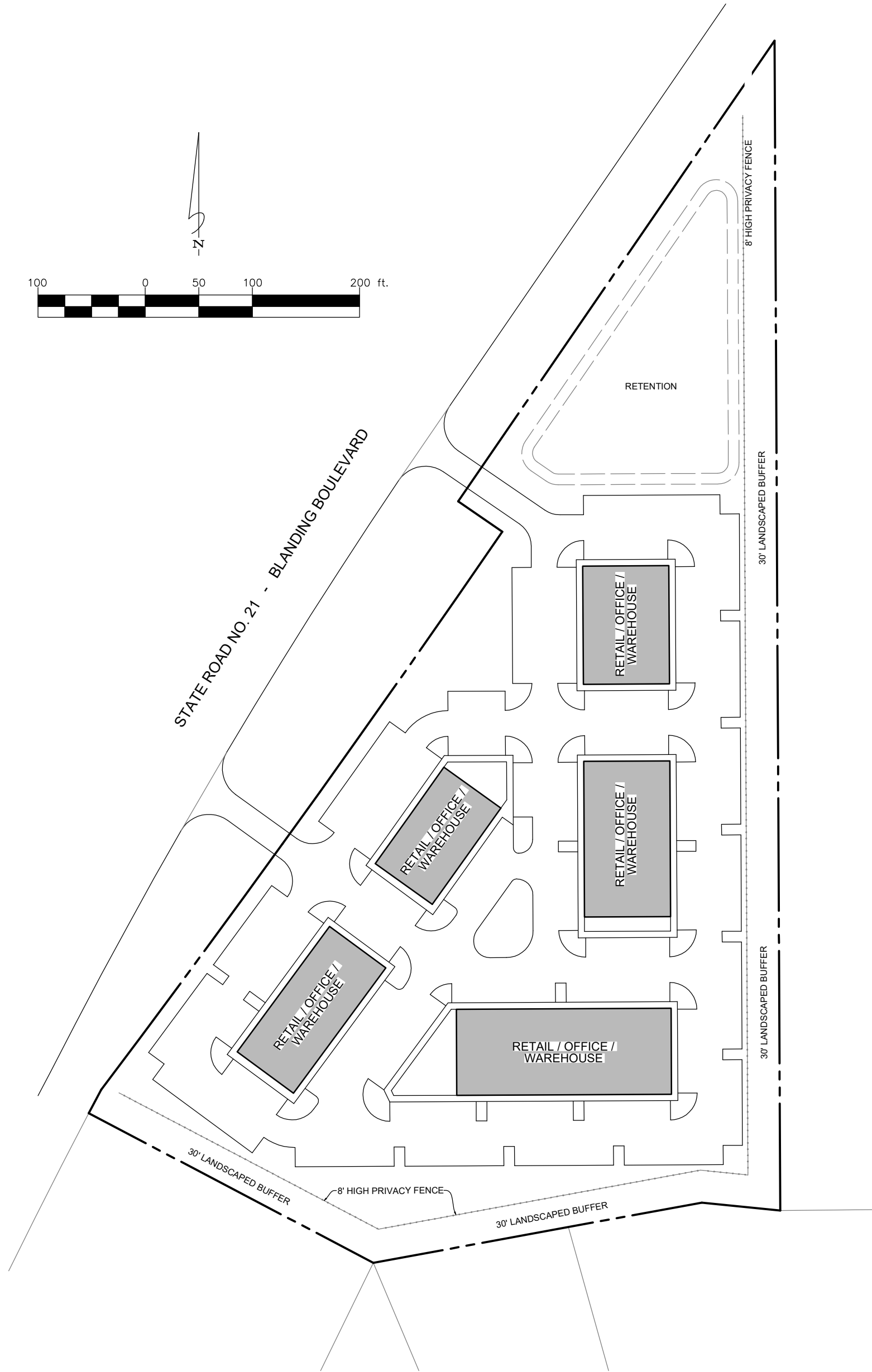
### D. Landscaping

Flexibility in meeting the landscape requirements of Article VI of the Land Development Code and the Branan Field and Lake Asbury Master Plans is permitted for Planned Developments provided the outcome meets or exceeds the requirements of the Code. Indicate below what alternative landscaping will be provided or leave blank if the development will comply with the Code requirements.

Shade Cover Points:	N/A
Vehicle Use Area Landscaping:	Comply with the Article VI - Landscaping of the Clay County Land Development Code
Street Trees:	N/A
Right-of-way Buffers for Subdivision Development	N/A
Perimeter Buffers:	30 ft. "C" type landscaped buffer from any residential property
Branan Field/Lake Asbury Non-Residential Standards	Lake Asbury lighting standards, to assure light does not spill on adjoining properties.

<b>E. Recreation and Open Space:</b>		
Recreation for residential, non-residential and open space shall meet the minimum requirements of Article III of the Land Development Code.		
<b>F. Utilities</b>		
Water Provided By:Well		
Sanitary Sewer Provided By:Septic Tank		
Reuse Irrigation Provided By:N/A		
Electric Provided By:Clay Electric		
Gas Provided By:N/A		
<b>G. Wetlands</b>		
Wetlands will be delineated and permitted according to local, state, and federal requirements.		
<b>H. Vegetation</b>		
The following natural communities are present on the development site according to the County's Vegetation Map (Check all that apply)		
<input type="checkbox"/> Scrub	<input type="checkbox"/> Sandhill	<input type="checkbox"/> Scrubby Flatwoods
<input checked="" type="checkbox"/> Upland Coniferous	<input type="checkbox"/> Mesic Flatwoods	<input type="checkbox"/> Xeric Hammock
<input type="checkbox"/> Wet Flatwoods		
The occurrence of any of these communities may indicate the presence of endangered or threatened species which are regulated by State Agencies.		
<b>All proposed developments in the Lake Asbury Master Plan area are required to submit an environmental assessment in accordance with LA FLP 1.2.4 of the 2040 Comprehensive Plan at the time of development review and prior to any land clearing or disturbance.</b>		
<b>I. Contact Information</b>		
Owner / Agent Name:Janis K. Fleet		
Owner / Agent Address:11557 Hidden harbor Way		
City:Jacksonville	State:FL	Zip Code:32223
Owner / Agent Phone:904-476-3220		
Owner / Agent Email:jfleet@fleetarchitectsplanners.net		

# BLANDING SOUTH PID SITE PLAN





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE: 12/4/2024

FROM: Dodie Selig, AICP, Chief  
Planner

SUBJECT: This application is a proposed text amendment to the 2040 Comprehensive Plan. The application would make changes to LA FLU Policy 1.4.1 and LA FLU Policy 1.4.10 with respect to the Lake Asbury Interchange Village Center land use category.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ COMP 24-0025 - Staff Report	Cover Memo	11/26/2024	PC_Staff_Report_-_COMP_24-0025_AY_Venturesada.pdf
▢ COMP 24-0025 - Ordinance	Ordinance	11/26/2024	Ordinance_-_COMP_24-0025_AY_Ventures_finalada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Carson, Beth	Approved	12/4/2024 - 8:55 AM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	12/4/2024 - 12:19 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	12/4/2024 - 12:57 PM	AnswerNotes



1 **Staff Report and Recommendations for COMP 24-0025**

2

3 **Copies of the application are available at the Clay County**

4 **Administration Office, 3<sup>rd</sup> floor, located at 477 Houston Street Green Cove Springs, FL 32043**

5

6 **Owner / Applicant Information:**

**Applicant:** AY Ventures, Inc.

**Address:** 634 SW 137<sup>th</sup> Way

**Agent:** Susan Fraser (SLF Consulting, Inc.)

Newberry, FL 32669

**Phone:** 904-591-8942

**Email:** slfraser@bellsouth.net

7

8 **Introduction:**

9 This application is a proposed text amendment to the 2040 Comprehensive Plan. The application would make  
10 changes to LA FLU Policy 1.4.1 and LA FLU Policy 1.4.10 with respect to the Lake Asbury Interchange Village  
11 Center land use category.

12

13 **Summary of the Proposed Amendment**

14 The proposed changes are as follows:

15

16 **LA FLU Policy 1.4.1**

17 The following table shows maximum density for LAMPA land use categories.

LA Land Use Category	Type Use	Base Density	Maximum Density *
LA Rural Community (LA RC)	Single-Family Detached	1 unit per 5 net acres	2 units per net acre
LA Rural Fringe (LA RF)	Single-Family Detached	1 unit per net acre allowed	3 units per net acre
LA Rural Reserve (LA RRSV)	Single-Family Detached	1.5 units per gross acre allowed	1.5 units per gross acre
LA Master Planned Community (LA MPC)	Single-Family Detached	3 units per net acre allowed	5 units per net acre
LA Master Planned Community (LA MPC)	Single-Family Attached	6 units per net acre allowed; 10 units per net acre allowed	12 units per net <b>acre</b>



LA Village Center (LA VC)	Single-Family Detached	5 units per net acre required	8 units per net acre
LA Village Center (LA VC)	Single-Family attached/ Multi-Family	6 units per net acre required; 10 units per net acre allowed.	16 units per net acre
<u>LA Interchange Village Center (LA IVC)</u>	<u>Single-Family attached/ Multi-Family</u>	<u>6 units per net acre required; 10 units per net acre allowed.</u>	<u>16 units per net acre</u>
LA Activity Center (LA AC)	Single-Family attached/ Multi-Family	8 units per <u>net</u> acre required; 10 units per net acre allowed.	24 units per net acre

18 \*including density awarded from wetland-upland buffers as required by Policy 1.2.1 and/or the density bonus  
19 for environmentally significant lands as permitted by Policy 1.2.2.

20

21 **LA FLU Policy 1.4.10**

22 **Village Center and Interchange Village Center (LA VC and LA IVC)**

23

24 Village Center (LA VC):

25 Village Centers shall serve as the mixed-use focal point and central place of a village, and shall provide  
26 community shopping and parks, arranged in a walkable and human-scale manner. New elementary schools  
27 are encouraged to locate close to or adjacent to Village Centers. The retail and office component is limited to  
28 small-scale uses, except for stand-alone grocery stores and drug stores. Village Center size may not be greater  
29 than 75 acres, with this figure not including schools and community parks. There shall be no more than ten  
30 Village Centers in the LAMP A. Village Centers must be located around the intersections of roads classified  
31 as minor collector and above.

32 Within the Village Centers, residential uses are allowed in the form of small-lot single-family subdivisions,  
33 townhomes, apartments, and upper floor units above nonresidential. Project residential density shall be  
34 between five and 10 single family, single family-attached and multi-family units per acre, not applicable to  
35 upper floor units in nonresidential developments. Projects utilizing additional density associated with  
36 wetland-upland buffer and/or environmentally significant land dedication, as described under policies  
37 associated with Objective 1.2, shall be allowed a density of up to 16 units per net acre. Nonresidential Project  
38 Floor Area Ratios shall not exceed 70%. Commercial uses must be in a compact, walkable form accessible by  
39 sidewalk.

40 The village center shall be designed to provide connections to the surrounding pedestrian/bicycle path system  
41 and to integrate with the street network of surrounding neighborhoods. Open space requirements will provide  
42 park space in the form of civic spaces, plazas, ~~and~~ urban parks, ~~as well as~~ or community parks, including

43 combinations thereof. The quantification of uses shall be consistent with the ranges identified in the following  
44 table.

Land Use Sub-Category	Minimum Required (acres)	Maximum Permitted (acres)
Village Center		
Residential	25%	65%
Office	0%	25%
Commercial/Retail	25%	65%
Civic/Public Parks	10%	No Max

45  
46 Notwithstanding the foregoing, any LA VC consisting of less than ten (10) acres existing as of ~~the date of~~  
47 ~~adoption of this Ordinance~~ November 22, 2022 shall not be subject to the quantification of uses described in  
48 the above matrix.

49 Village Centers adjacent to the Rural Community land use are limited to elementary schools, parks, and  
50 rural commercial development, within individual buildings (excluding schools) not to exceed 5,000 square  
51 feet and total building area not to exceed 15,000 square feet.

52  
53 Interchange Village Center (LA IVC):

54 The Interchange Village Centers (IVC) shall be located at the First Coast Expressway interchanges with State  
55 Road 16 and County Road 739.

56 Within the IVCs, residential uses are allowed in the form of attached single-family, townhomes, apartments,  
57 and upper floor units above nonresidential. Project residential density shall be between six and 10 single  
58 family-attached and multi-family units per acre, not applicable to upper floor units in nonresidential  
59 developments. Projects utilizing additional density associated with wetland-upland buffer and/or  
60 environmentally significant land dedication, as described under policies associated with Objective 1.2, shall  
61 be allowed a density of up to 16 units per net acre. Nonresidential Project Floor Area Ratios shall not exceed  
62 70%.

63 The IVCs shall be designed to provide connections to the surrounding pedestrian/bicycle path system and to  
64 integrate with the street network of surrounding neighborhoods. Open space requirements will provide park  
65 space which may be in the form of civic spaces, plazas, urban parks, or community parks, including  
66 combinations thereof.

67 The IVC located at State Road 16 shall have a maximum size of 150 acres. Office and retail uses can be of a  
68 regional scale and shall not be limited to neighborhood and small scale uses. Commercial uses are encouraged  
69 to be in a compact, walkable form accessible by sidewalk however interstate uses located adjacent to the  
70 interchange and larger community/regional scale commercial uses may be more auto oriented, provided  
71 enhanced pedestrian connectivity is maintained within the IVC development, to the adjacent major  
72 transportation corridors and to adjacent development. Permitted uses within this Interchange Village Center  
73 shall include light industrial. Light industrial uses shall be limited to light manufacturing and processing,

74 assembly, packaging, fabrication, distribution, warehousing and storage of products that are not objectionable  
75 to surrounding land uses with regard to safety, smoke, noise, odor, fumes, dust, toxic chemicals and hazardous  
76 wastes. Light industrial performance standards shall be established in the Interchange Village Center zoning  
77 designation to implement this land use category.

78 The IVC located at County Road 739 shall have a maximum size of 18.75 acres. Office and retail uses are not  
79 limited to neighborhood and small scale uses. Commercial uses are encouraged to be in a compact, walkable  
80 form accessible by sidewalk however interstate uses located adjacent to the interchange and larger  
81 community/regional scale commercial uses may be auto oriented, provided enhanced pedestrian connectivity  
82 is maintained within the IVC development, to adjacent major transportation corridors and to adjacent  
83 development. Light industrial shall not be a permitted use within the C.R. 739 Interchange Village Center.

84 The quantification of land uses in an Interchange Village Center shall be consistent with the ranges identified  
85 in the following table.

Land Use Sub-Category	Minimum Required (acres)	Maximum Permitted (acres)
Interchange Village Center		
Residential	10%	50%
Office	10%	No Max
Commercial/Retail	5%	<del>40%</del> 65%
Light Industrial	0%	No Max
Civic/Public Parks	10%	No Max

86

87 [Analysis of the Proposed Amendment](#)

88 LA FLU Policy 1.4.1

89 The principle change proposed to Policy 1.4.1 will correct an omission in the table of land use designations.  
90 The table in this policy should include every land use designation within the Lake Asbury Master Plan, but  
91 the LA IVC land use was not included. Policy 1.4.10 includes both the Village Center (LA VC) and  
92 Interchange Village Center (LA IVC) land uses. Therefore, the “change” proposed to the table in Policy 1.4.1  
93 is not a change but is instead a correction of this omission and will not create any use or right for any property  
94 that was not already in existence. Nor will this text change affect the moratorium currently in effect.

95

96 Three secondary changes are also proposed. One will add the word “acre” which is missing from the LA MPC  
97 land use for single-family attached. One will add the word “net” which is missing from the LA AC land use.  
98 And one will correct the policy numbers in the footnote below the table.

99

100 LA FLU Policy 1.4.10

101 Three principle changes are proposed to Policy 1.4.10. The first change replicates policy text defining the  
102 density and use requirements for the LA IVC section in the same way as they are listed within the LA VC  
103 section. These uses are already provided in the LA IVC table later in that section. A second paragraph provides  
104 connectivity and open space requirements within the LA IVC which matches those in the LA VC.

105

106 The second principle change is requested by the Applicant. It will add language to two paragraphs specific to  
107 the two existing LA IVC's. The language proposed supports the master plan's focus on creating a walkable  
108 pedestrian connectivity throughout the plan area, while also providing recognition that uses adjacent to an  
109 interstate interchange must also serve the auto-centric needs of the end users.  
110

111 And the third principle change, also requested by the Applicant, would increase the maximum amount of  
112 allowable Commercial/Retail acreage in the LA IVC from 40% to 65%. This change allows the two LA IVC  
113 locations in the County to serve as a greater focal point for commercial and retail uses for both the interstate  
114 traveler as well as local residents. Increasing the percentage of this use also translates into increased  
115 employment opportunities for the local community which has long been a goal of the County.  
116

117 Several secondary changes are also proposed in this policy. The first provides a heading at the beginning of  
118 both the LA VC and LA IVC sections to more clearly indicate where the regulations for each begin and end.  
119 The next adds the words "within the Village Centers" to clarify where the regulations that follow pertain.  
120 Within the same paragraph is a correction to the Objective number for policies related to the density bonus.  
121 The next provides the date of the ordinance affecting Village Centers consisting of less than ten (10) acres.  
122 Another adds the words "land use" in reference to the Rural Community land use designation.  
123

124 All of the changes proposed above will add clarity and consistency to the LA VC and LA IVC regulations.

125 **Recommendation**

126 Staff recommends approval of COMP 24-0025.

ORDINANCE NO. 2024-\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY 2040 COMPREHENSIVE PLAN INITIALLY ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, UNDER ORDINANCE NO. 2018-31, AS SUBSEQUENTLY AMENDED, TO AMEND LA FLU POLICY 1.4.1 TO ADD RESIDENTIAL HOUSING TYPE, BASE DENSITY AND MAXIMUM DENSITY FOR THE LAKE ASBURY INTERCHANGE VILLAGE CENTER LAND USE CATEGORY (LA IVC); TO AMEND LA FLU POLICY 1.4.10 TO INCREASE THE PERCENTAGE OF COMMERCIAL/RETAIL LAND USE PERMITTED AND TO ENHANCE THE DESCRIPTION OF THE CHARACTER OF THE NON-RESIDENTIAL USES PERMITTED IN THE LA IVC LAND USE CATEGORY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 26, 2018, the Board of County Commissioners of Clay County, Florida (the “Board”), adopted Ordinance No. 2018-31, which adopted the Clay County 2040 Comprehensive Plan (the “Plan”); and,

WHEREAS, Section 163.3184, Florida Statutes, outlines the process for the adoption of comprehensive plans or amendments thereto; and,

WHEREAS, the Board desires to provide for greater clarity of regulation in the Lake Asbury Interchange Village Center Future Land Use category.

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Clay County Ordinance No. 2018-31, as amended, is amended as provided in Sections 2 and 3 hereof.

**Section 2.** LA FLU Policy 1.4.1 of the Lake Asbury Master Plan Element of the adopted 2040 Comprehensive Plan is hereby amended as follows:

LA FLU Policy 1.4.1

The following table shows maximum density for LAMPA land use categories.

LA Land Use Category	Type Use	Base Density	Maximum Density *
LA Rural Community (LA RC)	Single-Family Detached	1 unit per 5 net acres	2 units per net acre
LA Rural Fringe	Single-Family	1 unit per net acre	3 units per net acre

(LA RF)	Detached	allowed	
LA Rural Reserve (LA RRSV)	Single-Family Detached	1.5 units per gross acre allowed	1.5 units per gross acre
LA Master Planned Community (LA MPC)	Single-Family Detached	3 units per net acre allowed	5 units per net acre
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LA Village Center (LA VC)	Single-Family Detached	5 units per net acre required	8 units per net acre.
LA Village Center (LA VC)	Single-Family attached/ Multi-Family	6 units per net acre required; 10 units per net acre allowed.	16 units per net acre
<u>LA Interchange Village Center (LA IVC)</u>	<u>Single-Family attached/ Multi-Family</u>	<u>6 units per net acre required; 10 units per net acre allowed.</u>	<u>16 units per net acre</u>
LA Activity Center (LA AC)	Single-Family attached/ Multi-Family	8 units per <u>net</u> acre required; 10 units per net acre allowed.	24 units per net acre

\*including density awarded from wetland-upland buffers as required by Policy 1.2.1 and/or the density bonus for environmentally significant lands as permitted by Policy 1.2.2.

**Section 3.** LA FLU Policy 1.4.10 of the Lake Asbury Master Plan Element of the adopted 2040 Comprehensive Plan is hereby amended as follows:

**LA FLU Policy 1.4.10**

**Village Center and Interchange Village Center (LA VC and LA IVC)**

Village Center (LA VC):

Village Centers shall serve as the mixed-use focal point and central place of a village, and shall provide community shopping and parks, arranged in a walkable and human-scale manner. New elementary schools are encouraged to locate close to or adjacent to Village Centers. The retail and office component is limited to small-scale uses, except for stand-alone grocery stores and drug stores. Village Center size may not be greater than 75 acres, with this figure not including schools and community parks. There shall be no more than ten Village Centers in the LAMP A. Village Centers must be located around the intersections of roads classified as minor collector and above.

Within the Village Centers, residential uses are allowed in the form of small-lot single-family subdivisions, townhomes, apartments, and upper floor units above nonresidential. Project residential density shall be between five and 10 single family, single family-attached and multi-

family units per acre, not applicable to upper floor units in nonresidential developments. Projects utilizing additional density associated with wetland-upland buffer and/or environmentally significant land dedication, as described under policies associated with Objective 1.2, shall be allowed a density of up to 16 units per net acre. Nonresidential Project Floor Area Ratios shall not exceed 70%. Commercial uses must be in a compact, walkable form accessible by sidewalk.

The village center shall be designed to provide connections to the surrounding pedestrian/bicycle path system and to integrate with the street network of surrounding neighborhoods. Open space requirements will provide park space in the form of civic spaces, plazas, ~~and~~ urban parks, ~~as well as~~ or community parks, including combinations thereof. The quantification of uses shall be consistent with the ranges identified in the following table.

Land Use Sub-Category	Minimum Required (acres)	Maximum Permitted (acres)
Village Center		
Residential	25%	65%
Office	0%	25%
Commercial/Retail	25%	65%
Civic/Public Parks	10%	No Max

Notwithstanding the foregoing, any LA VC consisting of less than ten (10) acres existing as of ~~the date of adoption of this Ordinance~~ November 22, 2022 shall not be subject to the quantification of uses described in the above matrix.

Village Centers adjacent to the Rural Community land use are limited to elementary schools, parks, and rural commercial development, within individual buildings (excluding schools) not to exceed 5,000 square feet and total building area not to exceed 15,000 square feet.

Interchange Village Center (LA IVC):

The Interchange Village Centers (IVC) shall be located at the First Coast Expressway interchanges with State Road 16 and County Road 739.

Within the IVCs, residential uses are allowed in the form of attached single-family, townhomes, apartments, and upper floor units above nonresidential. Project residential density shall be between six and 10 single family-attached and multi-family units per acre, not applicable to upper floor units in nonresidential developments. Projects utilizing additional density associated with wetland-upland buffer and/or environmentally significant land dedication, as described under policies associated with Objective 1.2, shall be allowed a density of up to 16 units per net acre. Nonresidential Project Floor Area Ratios shall not exceed 70%.

The IVCs shall be designed to provide connections to the surrounding pedestrian/bicycle path system and to integrate with the street network of surrounding neighborhoods. Open space requirements will provide park space which may be in the form of civic spaces, plazas, urban parks, or community parks, including combinations thereof.

The IVC located at State Road 16 shall have a maximum size of 150 acres. Office and retail uses can be of a regional scale and shall not be limited to neighborhood and small scale uses. Commercial uses are encouraged to be in a compact, walkable form accessible by sidewalk

however interstate uses located adjacent to the interchange and larger community/regional scale commercial uses may be more auto oriented, provided enhanced pedestrian connectivity is maintained within the IVC development, to the adjacent major transportation corridors and to adjacent development. Permitted uses within this Interchange Village Center shall include light industrial. Light industrial uses shall be limited to light manufacturing and processing, assembly, packaging, fabrication, distribution, warehousing and storage of products that are not objectionable to surrounding land uses with regard to safety, smoke, noise, odor, fumes, dust, toxic chemicals and hazardous wastes. Light industrial performance standards shall be established in the Interchange Village Center zoning designation to implement this land use category.

The IVC located at County Road 739 shall have a maximum size of 18.75 acres. Office and retail uses are not limited to neighborhood and small scale uses. Commercial uses are encouraged to be in a compact, walkable form accessible by sidewalk however interstate uses located adjacent to the interchange and larger community/regional scale commercial uses may be auto oriented, provided enhanced pedestrian connectivity is maintained within the IVC development, to adjacent major transportation corridors and to adjacent development. Light industrial shall not be a permitted use within the C.R. 739 Interchange Village Center.

The quantification of land uses in an Interchange Village Center shall be consistent with the ranges identified in the following table.

Land Use Sub-Category	Minimum Required (acres)	Maximum Permitted (acres)
Interchange Village Center		
Residential	10%	50%
Office	10%	No Max
Commercial/Retail	5%	<del>40%</del> 65%
Light Industrial	0%	No Max
Civic/Public Parks	10%	No Max

**Section 4.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 5.** The Planning and Zoning staff are authorized and directed within 10 days of the date of adoption of this Ordinance to transmit the proposed amendment package to the Florida Department of Commerce, and to other reviewing agencies, as specified in Section 163.3184, Florida Statutes.

**Section 6.** In accordance with Section 163.3184, Florida Statutes, if the Plan amendment provided by this Ordinance is not timely challenged, then the effective date of said Plan shall be the 31<sup>st</sup> day after the date the Department of Commerce notifies the County that the Plan amendment is complete. If the Plan amendment is timely challenged, however, said effective date shall be the date a final order is entered by the Department of Commerce or the Administrative Commission determining the amendment to be in compliance. No development orders, development permits or land uses dependent on this Plan amendment may be issued or commence before they have become effective.







Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County  
Commissioners

DATE: 11/14/2024

FROM: Courtney  
Grimm

SUBJECT:

AGENDA ITEM  
TYPE:

BACKGROUND INFORMATION:

This parcel is adjacent to other County-owned property.

ATTACHMENTS:

Description Type	Upload Date	File Name
<input type="checkbox"/> Purchase and Sale Agreement/Contract Agreement <input type="checkbox"/> Aerial Map Backup Material	12/6/2024 12/10/2024	Purchase_and_Sale_Agreement_-_Pine_Ave_Parcel_11.12.24_Seller_Revisions-PARTIALLY_SIGNED.ADA.pdf Item_25_Mapada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	12/4/2024 - 4:12 PM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. \_\_\_\_\_

**REAL PROPERTY PURCHASE AND SALE AGREEMENT**

**THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT** (“Agreement”) is made this 10th day of December, 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 **John Fagan**, whose address is 1986 Kingsley Ave, Orange Park, FL 32073 (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, known as Parcel ID No. 38-06-26-017678-000-00. The County desires Seller’s property as it is adjacent to other County owned property. Seller desires to sell its property to the County and the County is willing to purchase the Property from Seller upon the terms and conditions hereinbelow set forth.

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. **Property.** The Seller hereby agrees to sell, and the County hereby agrees to buy, for the consideration and on the terms and conditions hereinafter set forth, that certain real property as described below and herein referred to as the “Property”:

Parcel ID No. 38-06-26-017678-000-00 which is located at N Pine Ave., Green Cove Springs, FL 32043 and which is particularly described in **Exhibit 1** attached hereto and by reference incorporated herein; consisting of approximately 0.143 acres.

2. **Purchase Price.** The purchase price (“Purchase Price”) for the Property, to be paid by the County at Closing and only in the event of Closing, is \$55,000.00 and shall be delivered in cash to the Seller at the closing of this purchase and sale.

At Closing, the County shall also pay: (i) the cost of any property survey obtained by the County; (ii) the costs of any environmental studies or other due diligence surveys by the County; (iii) the costs of recording the Deed delivered hereunder and documentary stamps on the Deed; (iv) the costs of the title search and title exam; and (v) the title insurance policy premium, including endorsements, and related title expenses pertaining to the owner’s title commitment.

At Closing, the Seller shall pay: (i) all costs to prepare and record any documents necessary to cure any title defect including the cost to obtain any satisfaction of mortgage or lien, if applicable; (ii) and any property taxes for the Property, prorated to date of Closing.

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.

The terms and obligations imposed in this Section 2 shall survive the closing of this purchase and sale transaction.

**3. Survey and Title Insurance.**

(a) Seller shall provide the County a copy of its survey within ten (10) days following the Effective Date of this Agreement. If the survey provided by Seller is not sufficient for Closing or an updated survey is required, then within forty-five (45) days following the Effective Date of this Agreement, the County shall procure a current boundary survey of the Property (the "Survey"), certified within thirty days of delivery, prepared from an on-the-ground inspection by a land surveyor registered or licensed in the State of Florida showing thereon the correct legal metes and bounds description and total acreage of the Property and its proper dimensions.

(b) Prior to Closing, the County will procure a commitment for a fee owner's title insurance policy covering the Property in the amount of the Purchase Price (the "Title Commitment"), issued by a title insurer acceptable to the County. In the event of Closing, the Seller shall be responsible for satisfying all the requirements of the Title Commitment so that a fee owner's title insurance policy may be issued in the name of the County in accordance with the Title Commitment.

(c) The County shall have ten days after the County is in receipt of both the Survey and the Title Commitment to examine the same and determine the nature of any defects in title and/or in the state of facts disclosed by the Survey. If the title to all or part of the Property is subject to liens, mortgages, encumbrances, easements, judgments, conditions, covenants, defects or restrictions other than those excepted in this Agreement, or in the event of any encroachment or other defect disclosed by the Survey, the County shall give notice to the Seller of such defects and the Seller shall have a period of sixty (60) days after receipt of such written notice within which to cure, at the Seller's sole expense, any such defect, lien, encumbrance, easement, condition, restriction, or encroachment, so that the same shall not appear as an exception in the title insurance policy to be issued under the Title Commitment. If the Seller does not cure such defects of which it has been notified within said sixty (60) day period, the County may terminate this Agreement upon notice to the Seller, or the County may close this transaction notwithstanding the defects, at its sole option. The Seller may elect to have any outstanding mortgages or liens on the Property paid and satisfied at the Closing from the Purchase Price otherwise due to the Seller. The period of time provided in this Agreement for the occurrence of Closing shall be extended for the minimum period of time necessary to give effect to this subparagraph.

(d) Seller hereby covenants that at the Closing there shall have been no change in the condition of the title to the Property as previously approved by the County.

4. **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, 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, 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 only if appropriate land use classification and zoning classification for the Property has been achieved by the County, on a date after January 1, 2025 and as 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 the property 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 the Property 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 Warranty Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit 2** and incorporated herein by reference, conveying marketable record title to the Property to the County, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers such Property 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.

(f) Seller shall 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) The Closing shall be contingent upon any change in the land use classification and zoning classification of the Property to allow uses consistent with government services. Promptly upon the execution hereof by both parties, the County will diligently pursue and prosecute any such needed land use amendment and rezoning, using all reasonable best efforts to cause such land use designation amendment and rezoning, all at the County's sole expense, and the Seller agrees to provide any authorization or consent needed to pursue and prosecute such needed land use amendment and rezoning. If the land use designation amendment and the rezoning of the Property is not achieved or is ultimately denied, the County, at its sole discretion, may declare this Agreement terminated and the parties shall go hence without day.

5. **County's Entry on Property.** For as long as this Agreement is in effect and provided that the Property 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 the Property to conduct, at the County's sole expense, any and all inspections along with 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 the Property. The County shall not be required to restore the Property substantially to its condition immediately prior to such tests unless the Closing does not occur in which case, the County will restore the Property substantially to its condition immediately prior to such tests. In the event any of the referenced testing reveals that the Property is not suitable for the uses consistent with government services or there exists the possible existence of Hazardous Substances related to the Property, then the County may terminate this Agreement.

6. **Eminent Domain.**

(a) On the date of the Closing, the Property shall be in the same condition as it now is in, except for reasonable wear and tear and the improvements by the Seller as provided herein.

(b) If all or any material portion of the Property or access thereto, which prevents the use of any access to the Property, shall be taken by public authority or notice of such proposed taking be obtained, prior to the Closing date, then, at the County's option:

1. This Agreement shall be terminated; or,
2. The County may consummate the sale, pay the full Purchase Price, and have assigned to it all claims and right of recovery on such taking of the Property.

(c) The County shall make its election provided in subparagraph (b) in writing within ten days after the Seller has notified the County, in writing, of such taking or proposed taking. If the County fails to so notify the Seller, this Agreement shall continue as if the County had in fact elected under subparagraph (b)(2).

7. **Environmental Representations and Warranties.**

(a) Seller expressly represents and warrants, to the best of Seller's knowledge, that no Hazardous Substances exist or have ever been manufactured, released, stored, processed, discharged, deposited, used, treated, disposed, transmitted, transported, or handled on or under the Property or upon any immediately adjacent property owned at any time by the Seller. To the best of the Seller's knowledge there is no action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against the Seller relating in any way to the sundry laws described in paragraph 8 or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder. To the best of the Seller's knowledge, there previously have not 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 the Property or upon any immediately adjacent property owned at any time by the Seller. The Seller has neither used nor permitted the use of the Property for any such purpose.

(b) Subparagraph (a) hereof is a representation and warranty by the Seller to the County, its successors, and assigns, which shall survive the Closing in perpetuity.

8. **Environmental Audit.** As hereinafter provided, the County is authorized to procure at its own expense an Environmental Audit (the "Audit") of the Property, and the County, its employees, contractors, and agents shall have reasonable access to the Property at reasonable times for the purpose of conducting such Audit. In the event the Audit reveals the possible existence of circumstances related to the Property which could give rise to liability on the part of the County on account of the matters set forth in paragraph 7 hereof, then the County may notify the Seller that this Agreement is terminated, whereupon the County shall have no further obligations to the Seller, and the Seller shall have no recourse against the County, and each Party shall go hence without day. Such notice may be served upon the Seller at or any time prior to Closing.

9. **Notices.** Any notices required or permitted under this Agreement 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 to the respective Parties at the respective addresses set forth below.

To the Seller:

John Fagan  
1986 Kingsley Avenue  
Orange Park, FL 32073

To the County:

Clay County  
c/o County Attorney's Office  
P.O. Box 1366  
Green Cove Springs, FL 3204

10. **General Provisions.**

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) This Agreement shall be interpreted under the laws of the State of Florida.

(f) The Parties hereto agree that venue for any litigation, mediation, or other action proceeding between the Parties arising out of this Agreement lies in Clay County, Florida.

(g) TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

(h) This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations.

11. **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 the Property.

12. **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.

13. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon the County's construction of any specific facilities or



improvements and the design and location of any contemplated or proposed facilities are not guaranteed.

14. **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.

15. **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 the Property 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.

16. **Remedies.** Time is of the essence with respect to this Agreement and the parties' obligations hereunder. If any obligation of a Party set forth herein is not performed prior to the Closing, this Agreement, at the other Party's option, may be terminated. Upon such termination this Agreement shall be of no further force and effect and both Parties will be released from all obligations hereunder or the other Party may waive such default. If either Party fails to fully perform any or all of the several covenants provided herein, then, at its sole option, the other shall be entitled to the remedy of specific performance or suit for damages for breach of contract. In the event either Party shall retain an attorney to litigate on its behalf against the other Party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, obligations or liabilities of the Parties arising under this Agreement, the Party prevailing on the majority of its claims, or which successfully defends against a majority of the other Party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other Party, including fees and costs incurred from the date of referral of the dispute to the prevailing Party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. It is the intent of the Parties that all remedies provided herein shall be mutually available. 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.

17. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto, and no statement or representation of the Parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be deemed to supersede any provisions hereof.

18. **Paragraph Headings; Genders.** Headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience of reference only, and are not part of this Agreement and shall not affect the construction of any provision of this

Agreement. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and gender shall include both genders.

19. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **Waiver.** No waiver by either Party of any failure or refusal to comply with its obligations by the other Party shall be deemed a waiver of any other or subsequent failure or refusal to so comply, 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.

22. **Broker.** The Seller agrees to pay any real estate broker or agent that has assisted the Seller and any real estate commission owed with regard to the sale of the Property 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.

23. **Authority.** The Parties agree to utilize electronic signatures and that the digital signatures of the Parties set forth below are 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.

[signatures to appear on next page]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in counterparts, each of which shall be deemed an original.

**Seller:**

**John Fagan**



**County:**

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

\_\_\_\_\_  
Betsy Condon  
Its Chairman

**ATTEST:**

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

**EXHIBIT 1**

**Legal Description**

Parcel ID No. 38-06-26-017678-000-00, which is located at N Pine Avenue, Green Cove Springs, FL and which is particularly described as:

The South Half (1/2) of Lot Four (4) in Block Twenty-Two (22), of the North Suburbs of Green Cove Springs, according to the plat thereof as recorded in Plat Book 2, Page 1, of the public records of Clay County, Florida

consisting of approximately 0.143 acres.

**EXHIBIT 2**

**Warranty Deed**

This instrument prepared by  
or under the supervision of:

**RECORD AND RETURN TO:**

Clay County Attorney  
Post Office Box 1366  
Green Cove Springs, Florida 32043

R. E. Parcel No.: 38-06-26-017678-000-00

[Reserved for Recording Department]

**WARRANTY DEED**

**THIS WARRANTY DEED** made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by **JOHN FAGAN**, whose address is 1986 Kingsley Ave, Orange Park, FL 32073, conveying property which is not homestead (hereinafter "Grantor"), to **CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** whose address is P. O. Box 1366, Green Cove Springs, Florida 32043, (hereinafter "Grantee"). (Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH:** That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in **CLAY COUNTY**, Florida, viz:

**See Legal Description attached as Exhibit "A".**

**SUBJECT TO:** Covenants, Easements, Restrictions and Reservations of record, if any.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging to or in any wise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of 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, 2024; 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**, the said Grantor has signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED  
IN OUR PRESENCE:**

**John Fagan**

Witness 1

\_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

Print address: \_\_\_\_\_

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Print name: \_\_\_\_\_

Print address: \_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_\_, He/She is ( ) personally known to me or who ( ) produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

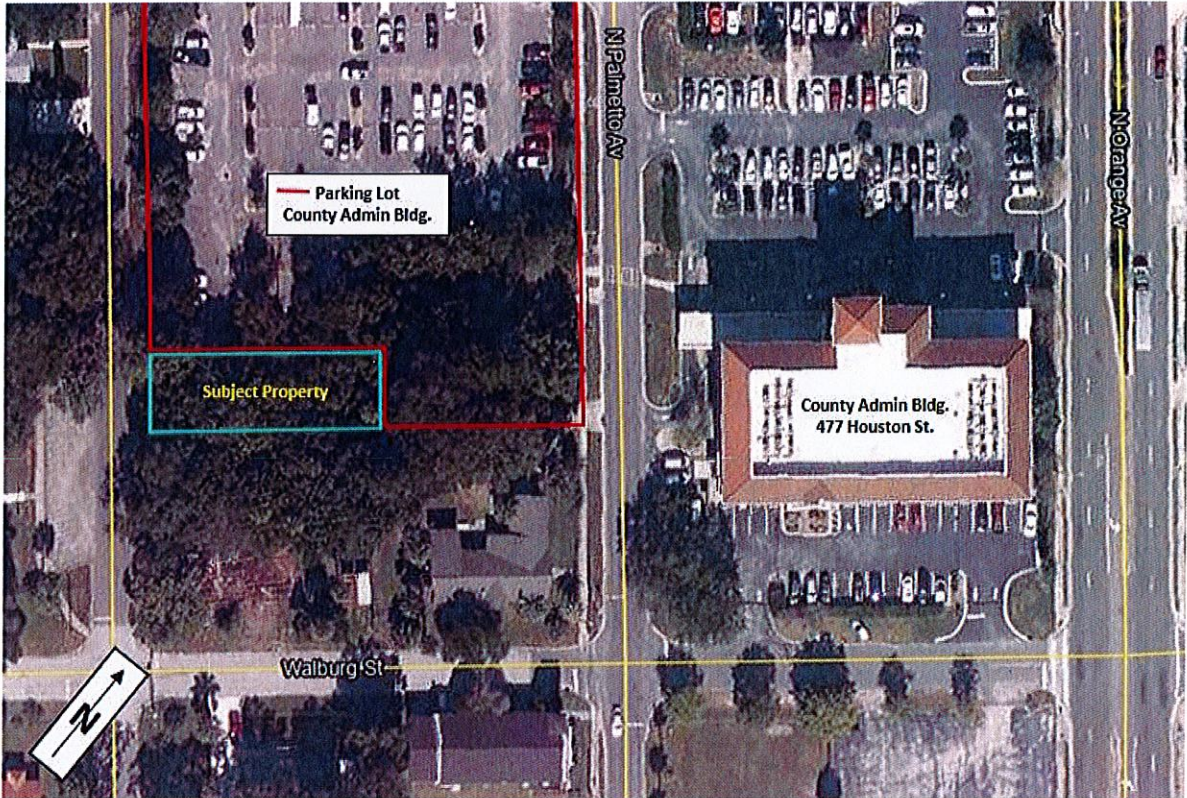
**Legal Description**

Parcel ID No. 38-06-26-017678-000-00, which is located at N Pine Avenue, Green Cove Springs, FL and which is particularly described as:

The South Half (1/2) of Lot Four (4) in Block Twenty-Two (22), of the North Suburbs of Green Cove Springs, according to the plat thereof as recorded in Plat Book 2, Page 1, of the public records of Clay County, Florida

consisting of approximately 0.143 acres.





Subject property outlined in blue lies adjacent to County owned parking lot outlined in red.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: BCC

DATE: 9/19/2024

FROM: Teresa Capo

**SUBJECT:**

Applications for re-appointment were received from the following individuals:

- Mary Bridgman
- Joe Anzalone
- Ralph Puckhaber

Applications were received from the following citizens for consideration of appointment:

- Michael Fluent
- William Schaefer, PE

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

All advertising requirements have been met.

Applications have been vetted by staff.

**ATTACHMENTS:**

Description	Type	Upload Date	File Name
▢ Anzalone Application	Backup Material	12/3/2024	Anzalone_Applicationada.pdf
▢ Bridgman Application	Backup Material	12/3/2024	Bridgman_Applicationada.pdf
▢ Fluent	Backup Material	12/3/2024	Fluent_Applicationada.pdf
▢ Puckhaber Application	Backup Material	12/3/2024	Puckhaber_Applicationada.pdf

▫ Schaefer  
Application

Backup Material

12/3/2024

Schaefer\_Applicationada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	12/3/2024 - 8:17 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	12/4/2024 - 11:04 AM	AnswerNotes

**From:** [Clay County BCC](#)  
**To:** [Teresa Capo](#); [Dawn Schull](#)  
**Subject:** \*NEW SUBMISSION\* Citizen Application Form  
**Date:** Wednesday, October 2, 2024 1:38:59 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 #:** 3524472  
**IP Address:** [66.177.158.205](#)  
**Submission Date:** 10/02/2024 1:38  
**Survey Time:** 12 minutes, 55 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:**

10/02/2024 12:00 AM

**Full name:**

Joseph Anzalone

**Name of board/committee you are applying for:**

Planning and Zoning Commission

**Full address:**

736 Camp Francis Johnson Road  
Orange Park, Florida 32065  
United States

**Number of years at this address:**

19

**Phone:**

(904) 425-5135

**Email:**

joseph.anzalone@claycountygov.com

**District you live in:**

2

**Voting status:**

I am a registered voter.

**Employer:**

Self - Mediatown

**Work phone number:**

(904) 425-5135

**Number of years at job:**

X

**Education**

**Please list all schools attended, years and degrees:**

X

**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:**

Planning and Zoning Commission Planning and Zoning Commission Chairman 2016, 2017, 2018 Charter President  
Orange Park Sunset Rotary

**Have you ever served on a committee or advisory board? If so, give the details, including any positions held:**

Planning and Zoning Commission

**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've been on this commission since 2010 and choose to continue.

**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:**

County Commissioners

**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.**

**From:** [Clay County BCC](#)  
**To:** [Teresa Capo](#); [Dawn Schull](#)  
**Subject:** \*NEW SUBMISSION\* Citizen Application Form  
**Date:** Wednesday, October 9, 2024 4:15:31 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 #:** 3541004  
**IP Address:** [67.233.164.42](#)  
**Submission Date:** 10/09/2024 4:15  
**Survey Time:** 47 minutes, 5 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:**

10/09/2024 03:28 PM

**Full name:**

Mary W.. Bridgman

**Name of board/committee you are applying for:**

Planning Commission

**Full address:**

6169 Kingsley Lake Drive  
Kingsley Lake, Florida 32091  
Clay

**Number of years at this address:**

14

**Phone:**

(904) 449-2828

**Email:**

marybridgman@msn.com

**District you live in:**

Four

**Voting status:**

I am a registered voter.

**Employer:**

Retired

**Work phone number:**

() -

**Number of years at job:**

22 years at Blue Cross and Blue Shield of Florida, now Florida Blue

**Education**

**Please list all schools attended, years and degrees:**

University of Florida College of Law, 1978-1980; Juris Doctor University of Florida, 1975-1978, Bachelor of Arts in English

**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:**

Baptist Clay Medical Center, 2022-date, board member; Baptist Health System, 2023-date, member, Audit and Compliance Committee; Penney Retirement Community, Inc., 2024, board member. I have also served with the Woman's Club of Starke (executive board, 2012-2016; president, 2013-2015) and Kingsley Lake Property Owners' Association (board member, 2012-2018; president, 2015-2017).

**Have you ever served on a committee or advisory board? If so, give the details, including any positions held:**

Yes. I was appointed to the Planning Commission to fill an unexpired term in June 2018 and have served continuously since then, having been reappointed in January 2019, January 2021, and January 2023. I was elected vice chair in 2021 and chair in 2023. I was appointed to the Florida Board of Clinical Social Work, Marriage and Family Therapy and Mental Health Counseling by Governor Jeb Bush in December 2004 and served on the board through March 2015, having served a term as chair in 2013.

**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 served on the Planning Commission for six years. I am currently chair of the commission, having been elected in 2023.

**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:**

Helen S. Atter, 285 Waters Edge Drive South, Ponte Vedra Beach, FL 32082, phone 904-838-7101(attorney in private practice; law school classmate); Kyle T. Reese, 1616 Brookwood Road, Jacksonville, FL 32207-4283, phone 904-309-

1970 (applicant's former pastor); Steve Futch, 381 South Church Street, Starke, FL 32091, phone 904-966-6535 (Past Mayor-Commissioner, six years, City Commission, Starke, Florida, 16 years' service on the Commission).

**Additional information and comments:**

I will continue to prepare for Planning Commission meetings by carefully reviewing all materials and citizen input, contacting staff with questions, traveling to properties to view sites of proposed changes, reading and studying LDRs and comprehensive plans, and attending workshops and online training. As an at-large member of the commission, I will endeavor to represent the citizens of this county on Land Use and Zoning matters and preside impartially as Chair--I feel privileged to serve.

**Read-Only Content**

Thank you,

**Clay County, FL**

---

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**From:** [Clay County BCC](#)  
**To:** [Teresa Capo](#); [Dawn Schull](#)  
**Subject:** \*NEW SUBMISSION\* Citizen Application Form  
**Date:** Monday, October 28, 2024 3:58:19 PM

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**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 #:** 3579778  
**IP Address:** [129.222.84.56](#)  
**Submission Date:** 10/28/2024 3:58  
**Survey Time:** 54 minutes, 26 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:**

10/28/2024 03:03 PM

**Full name:**

Michael C. Fluent

**Name of board/committee you are applying for:**

Planning Commmission

**Full address:**

153 Williams Park Rd  
Green Cove Springs, FL 32043  
United States

**Number of years at this address:**

4

**Phone:**

(904) 339-2021

**Email:**

mike.fluent@outlook.com

**District you live in:**

5

**Voting status:**

I am a registered voter.

**Employer:**

Aegis Media Americas Inc

**Work phone number:**

(800) 367-5690

**Number of years at job:**

3

**Education**

**Please list all schools attended, years and degrees:**

2019-2021 Excelsior University - BA conferred in Business Admin & Management 2016 - 2019 Columbia College

**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:**

2024 Media Support - Sculpture Walk Across Nebraska (S.W.A.N.) 2019-2022 Applied Suicide Intervention Skills Trainer (ASIST) Coordinator & Trainer

**Have you ever served on a committee or advisory board? If so, give the details, including any positions held:**

Coordinator - joint USN & Japanese Self Defense Force leadership symposium - Okinawa Coordinator - Housing Inspection Committee - US government housing - Okinawa U.S. Navy local community advisor & liaison - Okinawa US Navy Inaugural Committee - 2017 Presidential inauguration - Washington D.C. Navy advisor - John S. McCain state funeral As senior leader in the U.S. Navy (now retired), I held many committee and advisory positions on a broad range of topics. These are five of the positions held.

**Reason for Serving**

**Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:**

My desire to serve on the Planning Commission stems from a robust background in civil service, including a distinguished 29 year military career that includes over a decade served on various boards and committees. My role as a senior military planner equipped me with skills in policy creation & understanding, asset management, and community relations. I am passionate about leveraging this expertise to foster balanced growth, enhanced quality of life, and ensure infrastructure meets future needs.

**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:**

Jeremy Stephenson - 569 Edenfield Rd. Green Cove Springs FL. 32043 - (904)622-6913 Ryan King - 7350 Fairway Oaks Ct. Ponte Vedra Beach FL. 32083 - (423)435-2213 Scott Hardy - 107 Burleigh Dr. Ithaca NY 14850 - (607)882-

0643

**Additional information and comments:**

Thank you for your time and consideration.

**Read-Only Content**

Thank you,

**Clay County, FL**

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**CITIZEN APPLICATION FORM FOR BOARDS/COMMISSIONS/COMMITTEES**  
**NAME OF BOARD/COMMISSION/COMMITTEE APPLYING FOR:**

Date:  
11-27-2021

**\_\_\_ PLANNING COMMISSION \_\_\_**

NAME AND ADDRESS		DISTRICT	
[Name] <b>Ralph Puckhaber</b> [Street Address] <b>3182 Peoria Rd</b> [City, ST ZIP Code] <b>Orange Park, FL 32065</b>		[District] <b>3</b> [Number of Years Resided] <b>41</b>	
PHONE AND EMAIL		EMPLOYER	
[Phone] <b>904-264-3182</b> [Email] <b>ralph.puckhaber@claycountygov.com</b>		[Name] <b>Insight Global (Cisco Contractor)</b> [Phone] <b>919-392-9104</b> [Position] <b>Network Consulting Engineer</b> [Number of Years] <b>14</b>	
VOTER INFORMATION	COMMITTEE INFO	SUMMARY OF WORK EXPERIENCE	
Registered Voter <input type="radio"/> Yes XXX <input type="radio"/>	What Committee Are You Applying For? <b>Planning and Zoning Commission</b>	Retired after 33 year career with AT&T. Various positions: technician, sales & marketing, corp comm, process engr. 4 years with HP as network implementation engr. 14 years with Cisco as network engr.	
EDUCATION			
SCHOOLS	YEARS	DEGREE	
Robert E. Lee Sr. High	1972	H. S. Diploma (National Honor Society)	
Florida Junior College at Jacksonville	1982	Associate of Arts	
University of North Florida	2001	Bachelor of Science (Computer and Information Science) Summa Cum Laude	
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	
Charter Review Commission	2005-2006	Member	
Affordable Housing Advisory Committee	2008-2020	Planning Commission representative to AHAC	
Toastmasters	2008-2009	Secretary	
Phi Kappa Phi Honor Society	1997-present	Member	
Clay County Planning Commission	2006-2015 & 2017-2022	Chairman, Member At-Large, District Member	
Rotary Club of Orange Park Sunset	2009-present	Charter Member, President 2016-2017 & 2022-2023, Secretary 2019-2021 District 6970 Assistant Governor 2019-2022	
Clay County Chamber of Commerce	2007-present	Individual Member	
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] As a member of the Planning Commission, over the past years, I have attended training seminars on planning and zoning issues. I have attended the Planning Officials Training (3 times) which is offered by University of Florida. I have attended training offered by the Florida Planning Zoning Association. I have participated in Reality Check and County Check sponsored by the TPO. I have been part of the Envision 2035 process. I attend other meeting and gatherings around the county to stay in touch with the opinions of other citizens.			
Explain why you want to serve on this board/committee, and include any particular potential contribution your selection would bring. [Explanation] As a member of the Planning Commission, I wish to continue to serve the citizens of Clay County and Board of County Commissioners. I believe that I provide valuable input and advice on matters relating to planning, land use, and transportation issues.			
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]  No.			

**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
Mike Kloehn, Former Planning Director	Phoenix, AZ	904-200-7815
David King, Attorney	1416 Kingsley Ave., Orange Park, FL 32073	904-269-6699
Paul Streeter, Financial Planner, Ameriprise	1555 Kingsley Ave., Ste 304, Orange Park, FL 32073	904-215-0030

**ADDITIONAL INFORMATION AND COMMENTS**

**[Comments]**  
During my tenure on the Planning Commission, I have never missed a meeting. I have 100% attendance. I have served as chair of the Planning Commission during some of its most difficult hearings. As chairman the meetings were conducted with respect for all views and good order was maintained.

**By submitting this form, I declare the foregoing facts to be true, correct and complete.**

\_\_\_\_\_ **Ralph Puckhaber** \_\_\_\_\_  
Signature

\_\_\_\_\_ **Nov. 3, 2022** \_\_\_\_\_  
Date

**From:** [Clay County BCC](#)  
**To:** [Teresa Capo](#); [Dawn Schull](#)  
**Subject:** \*NEW SUBMISSION\* Citizen Application Form  
**Date:** Friday, October 18, 2024 11:24:25 AM

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**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 #:** 3559177  
**IP Address:** [162.230.51.55](#)  
**Submission Date:** 10/18/2024 11:24  
**Survey Time:** 41 minutes, 57 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:**

10/18/2024 12:00 AM

**Full name:**

William E. Schaefer, PE

**Name of board/committee you are applying for:**

Planning Commission - At Large opening on 1/1/2025

**Full address:**

1935 Silo Oaks Place  
Middleburg, FL 32068  
United States

**Number of years at this address:**

1

**Phone:**

(904) 476-5100

**Email:**

bschaefer@dom-eng.com

**District you live in:**

District 1

**Voting status:**

I am a registered voter.

**Employer:**

Dominion Engineering Group

**Work phone number:**

(904) 854-4500

**Number of years at job:**

18

**Education**

**Please list all schools attended, years and degrees:**

University of Florida, 1989-1983, Bachelors of Science in Civil Engineering 1983. University of Central Florida , 1989 - 1993, Masters Classes in Engineering University of South Florida , 1989 - 1993, Masters Classes in Engineering

**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:**

Northeast Florida Realtors Association, Board Member on the Commercial Investment Division (3 years) Society of American Military Engineers, 1984-2020 Member, Board Member for 3 years Northeast Florida Builders Association 1996-present, Member and Board Member for 5 years, Governmental Affairs Committee Member Volunteer Lay Paster at New Life Christian Fellowship Church of Jacksonville

**Have you ever served on a committee or advisory board? If so, give the details, including any positions held:**

1. Served on a Technical Advisory Committee for the South Florida Water Management District related to Everglades Restoration efforts. Provided technical input to the management of pollutant laden stormwater management to protect the Everglades and estuaries. 2. Served on a Technical Advisory Committee for the FDEP related to deepening the St Johns River to allow larger container ships access to the Jacksonville Sea Port. 3. Florida Home Builders Assn Governmental Affairs Committee Member

**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 39 years of engineering I have prepared zoning requests for municipalities in North Florida and presented them to planning staff, planning commissions, Board of Commissioners and City Council Members. I have gained a good understanding of site planning and zoning codes by preparing site plans to meet the various zoning districts and PUDs. As a member of the Northeast working with staff on land development and zoning regulation updates.

**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:**

I do not have any, nor any of my business have a financial interest in Clay County Government.

**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:**

None.

**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:**

Keith Hyatt, Manager Southeast Land Ventures, LLC, 233 Shell Bluff Court, Ponte Vedra Beach, FL 32082, 904-699-4757, hyattkg@gmail.com Nathan Day, VP, H. Smith, Inc., One San Jose Place, Suite 7, Jacksonville, FL 32257, 904-894-1865, NDay@hsmith-inc.com Brent White, BMHB Ventures, LLC, 318 Milwaukee Ave, Orange Park, FL 32073, brentwhite1@gmail.com, 904-219-8358

**Additional information and comments:**

I have been a student of land for nearly 40 years and has worked in the land planning and land development engineering field in north Florida for 39 years. I have designed and permitted 40 to 50 land development projects in Clay County and over a 100 land development projects in the surrounding counties. My efforts included zoning changes, zoning exceptions, land use changes and applications for development agreements (DRI). Reviewed and commented on Zoning and LDR updates.

**Read-Only Content**

Thank you,

**Clay County, FL**

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Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO:                   DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	12/4/2024 - 1:24 PM	Item Pushed to Agenda



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO: Board of County Commissioners

DATE: 11/14/2024

FROM: Karen Smith, Administrative  
& Contractual Services

SUBJECT:

Bid Opening Tabulations for November 26, 2024:

A. RFB No. 24/25-013, Countertop Replacements Administrative Building (Re-Bid)

B. RFB No. 24/25-014, Front Elevators Modernization at the Clay County Administration Building (Re-Bid)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Bid Opening Tabulations	Cover Memo	11/26/2024	Bid_Tabs_BCC_bid_openings_121024_public.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	12/3/2024 - 12:11 PM	Item Pushed to Agenda

## BID TABULATION FORM

RFB: 24/25-013

Date:

November 26, 2024

**Bathroom Countertop Replacements**

Proj: **Administration Building (Re-Bid)**

Time Open:

9:00 A.M.

Ad: Clay Today, October 24, 2024

Time Close:

9:04 A.M.

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 1 & 2	Bid Bond	Base Bid Total
1	Assist2Build, Inc.	No Bid	No Bid	No Bid
2	Conner Services	Yes	Yes	\$182,080.00
3	Thomas May Construction Company	Yes	Yes	\$112,067.00
4	Ulloa Management Group, LLC	Yes	No *incorrect bid bond submitted	\$240,238.50
5				
6				
7				
8				
9				
10				
11				
12				

## BID TABULATION FORM

RFB: 24/25-014

Date:

November 26, 2024

**Front Elevators Modernization at the Clay County**

Proj: **Administration Building (Re-Bid)**

Time Open:

9:05 A.M.

Ad: Clay Today, October 24, 2024

Time Close:

9:10 A.M.

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 Bond	Base Bid Total
1	Eletech Elevator Company	N/A	No	\$138,500.00
2	Elevated Facility Services	N/A	Yes	\$240,860.00
3	Guessford Elevator Services, LLC	N/A	Yes	\$99,750.00
4	Mowrey Elevator Company of Florida, Inc	N/A	Yes	\$145,000.00
5	Schindler Elevator Corporation	N/A	No	\$331,173.00
6				
7				
8				
9				
10				
11				
12				



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, December 10 4:00 PM

TO:                   DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	12/3/2024 - 12:11 PM	Item Pushed to Agenda