



**BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA**

February 11, 2025
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Compere

PLEDGE

Aurora Korey, (Specialist, FLARNG)

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

PROCLAMATIONS/RESOLUTIONS

1. Black History Month (February 2025)

PRESENTATIONS

Clay EDC and JaxUSA Quarterly Update (C. Powell/A. Wallace/A. Lebesch)

CONSTITUTIONAL OFFICERS

APPROVAL OF MINUTES

2. Board of County Commissioners Meeting Minutes January 28, 2025.

PUBLIC COMMENTS

CONSENT AGENDA

3. 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.

4. Bid No. 24/25-008, Greenway Trail and Paving Project (K. Smith)
Approval to post Notice of Intent to Award Bid No. 24/25-008, Greenway Trail and Paving Project to Besch and Smith Civil Group Inc. in the amount of \$2,449,383.90. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source(s):

- Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - Greenway Trail Construction Grant (FDOT) - Infrastructure
 - Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Live Oak Construction - Infrastructure
 - Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - Clay County Greenways Expansion - Infrastructure
 - Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Clay County Greenways Expansion - Infrastructure
5. Bid No. 24/25-028, Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights (K. Smith)
Approval to post Notice of Intent to Award Bid No. 24/25-028, Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights to J. Lane Construction. LLC in the amount of \$693,665.13 (Base Bid, Landscaping Allowance, Alternate #1: Keystone Heights Senior Center Parking lot resurfacing, Alternate #2: Fascia Work, and Alternate #3: Replace existing Air Handling Units). Approval of award will be effective after the 72-hour protest period has expired.

Funding Source(s):

- General Fund - Building Maintenance - Tax Collector Office - Keystone Heights - Buildings
 - General Fund - Aging True - Aging True Keystone Heights Parking Lot - Infrastructure
6. Agreement with GAI Consultants regarding Design Services of SUN Trail Project (K. Smith/E. Dendor)
Approval of the Agreement with GAI Consultants regarding Design Services of the SUN Trail along Old Jennings Road and Long Bay Road in the amount of \$1,211,614.15. Final design plans are to be completed by April 13, 2026.

Funding Source:

Capital Improvement Fund - SUN Trail Long Bay - Old Jennings to Live Oak Lane - All Grants - Infrastructure

7. Approval of School Concurrency Proportionate Share Mitigation Agreement between Clay County District Schools, Clay County and BMHB Ventures, LLC (Tillman Ranch) (C. Grimm)
8. Second Amendment to Cooperative Agreement between Clay County and the St. Johns River Water Management District for the Black Creek Water Resource Development Project Recreational Amenity (Clay County Agreement/Contract No.: 2016/2017-141 AM2) (C. Grimm/J. Pierce)
9. Approval to set Public Hearing on Petition to Vacate Isle of Pines Circle and adoption of Resolution to schedule the Public Hearing (C. Grimm)
10. Acceptance of Grant Award for the Bureau of Justice Assistance FY24 State Criminal Alien Assistance Program (SCAAP) (K. Corcoran)
 - A) Approve Acceptance of the Grant Award for the Bureau of Justice Assistance FY24 State Criminal Alien Assistance Program (SCAAP) \$5,222.00 for Correctional Officer salaries.
 - B) Authorize the Chairman to accept the award electronically through the Justice Grants System (JustGrants) including the required declaration and certification.
 - C) Approval of the accompanying budget resolution.

Funding Source (Revenue):

Sheriff – Countywide Fund - All Grants Organization - BJA FY24 State Criminal Alien Assistance Program (SCAAP) - Federal Grants - Public Safety

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11. Grant Agreement with the State of Florida Department of State for the Oakleaf Plantation Library Project (M. Covey)
 - A) Approval of the Grant Agreement with the State of Florida Department of State for funding in support of the Oakleaf Plantation Library in the amount of \$750,000.00 which was appropriated by the Florida Legislature for State Fiscal Year 2024/2025.
 - B) Approval of the accompanying budget resolution.

Funding Source (Revenue):

Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - Oakleaf Library - State Grants - Cultural & Recreation

12. Transfer of an existing Franchise Agreement (M. Towns)
 - A) Approval of the transfer of Windy City Investment Group, LLC's

Franchise for container services to NE Florida Waste Management Company, which has acquired Griffin Waste Services of Jacksonville from Windy City Investment Group, LLC.

B) Approval of a new Franchise Agreement with NE Florida Waste Management Company, doing business as (dba) Griffin Waste Services of Jacksonville. This agreement will commence upon execution and continue through December 31, 2025, in alignment with the franchise transfer.

Funding Source (Revenue):

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

DISCUSSION/UPDATES

13. Progress Report on the Bonded Transportation Program and Other Capital Projects (Capital Projects Team)

OLD BUSINESS

14. Approval of the revised North Florida TPO list (R. Smith)

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

15. Public Hearing on Ordinance and Resolution to Amend the Capital Improvement Plan and Other Budget Adjustments (R. Kantor)
 - (A) Public Hearing to consider approval of Ordinance amending the Capital Improvement Element (CIE) portion of the Clay County Capital Improvement Plan.
 - (B) Approval of Resolution amending the Non-Capital Improvement Element (Non-CIE) portion of the Clay County Capital Improvement Plan.
 - (C) Approval of Budget Resolution amending the FY24/25 Budget.

Various Funding Sources

16. Public Hearing on the Town of Orange Park's Application for Renewal of a Certificate of Public Convenience and Necessity for Ambulance Service (J. Boree)
17. Public Hearing on an Ordinance amending Clay County Ordinance No. 2018-23, as amended, which is codified as Chapter 7.3 of the Clay County Code, entitled "Emergency Medical Transportation Services" (C. Grimm/L. Mock)
18. Public Hearing for the purpose of considering the entry into a Purchase

and Sale Agreement for the purchase by the County of real property necessary for the Bonded Transportation Program, more particularly described as a portion of Tax Parcel No. 32-05-26-021022-001-00 and authorization for County Manager to execute all documents necessary to close the acquisition (C. Grimm/E. Dendor)

19. Public Hearing for the purpose of considering the entry into a Purchase and Sale Agreement for the purchase by the County of real property necessary for the Bonded Transportation Program, more particularly described as a portion of Tax Parcel No. 39-05-26-015113-006-02 and authorization for County Manager to execute all documents necessary to close the acquisition (C. Grimm/E. Dendor)

LETTERS FOR ACTION

20. Discussion of Re-Appointment to the Clay County Board of Adjustments
Keith Hadden has submitted his application for re-appointment to the Clay County Board of Adjustments. No other applications were received for consideration.
21. Discussion of Re-Appointment to the Health Planning Council of Northeast Florida
Susan Grich, President & CEO, Health Planning Council of Northeast Florida, Inc. is recommending the re-appointment of Andrea Crowder (Consumer Representative) to serve.

LETTERS OF DOCUMENTATION

22. Bid Opening Tabulations (K. Smith)
Bid Opening Tabulations for January 24, 2025:
A. RFB No. 24/25-028, Renovation and Modernization of the Clay County Tax Collectors Office - Keystone Heights
B. RFB No. 24/25-008, Greenway Trail and Paving Project

PUBLIC COMMENTS

COMMISSION AUDITOR

COUNTY ATTORNEY

COUNTY MANAGER

COMMISSIONERS' COMMENTS

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

persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	2/4/2025 - 11:54 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

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Communications	Streeper, Lisa	Approved	2/4/2025 - 11:54 AM	Item Pushed to Agenda



Agenda Item
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TO: DATE:

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AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ 2025 Black History Month proclamation	Cover Memo	2/6/2025	2025_Black_History_Month_proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	2/4/2025 - 11:54 AM	Item Pushed to Agenda

WHEREAS, Black History Month was founded based on work done by Harvard-trained historian Carter G. Woodson beginning in 1926 to promote the need for acknowledging and accurately representing African American history and the contributions that have enriched America and the lives of every American; and

WHEREAS, during Black History Month, we recognize and honor the significant contributions and achievements of Black and African Americans in every part of American society, and those who work to preserve our treasured institutions; and

WHEREAS, significant contributions were made by Clay County residents including African Missionary Dr. Cecelia Louise Fleming, influential Harlem Renaissance artist Augusta Fells Savage, prominent businesswoman Anna Kingsley, Civil Rights activist Maude Burroughs Jackson, opera singer Cynthia Haymon-Coleman, newly found and known politicians including former Lieutenant Governor Jennifer Carroll, and multiple professional athletes; and

WHEREAS, dedicated community organizations such as the Palmetto Community Development Corporation (CDC), Inc. are striving to promote understanding and connectivity of historical information, people, places, and events, and to preserve historically significant structures in our community; and

WHEREAS, the Palmetto CDC is a non-profit organization that supports programs and services for at-risk youths and families in Clay County; publishes an annual magazine titled CLAY COUNTY: Communities, Families, & Friends; and conducts historical research in collaboration with Clay County Historical Archives, Clay County Historical Society, and partner organizations; and

WHEREAS, the Palmetto CDC is dedicated to restoring for community use the 72-year-old parsonage building at Mt. Zion AME Church, the oldest Black church in Green Cove Springs, established 152 years ago.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby join the nation in celebrating Black History Month and proclaims February 2025 as

BLACK HISTORY MONTH IN CLAY COUNTY

and in so doing, urges all residents to learn about and appreciate the significant contributions made by Black and African Americans in our country's history, and to support the organizations that are dedicated to preserving it.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this 11th day of February 2025.

ATTEST:

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

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

Betsy Condon, Chairman

Kristen Burke, DC, Vice Chairman

John Sgromolo

Alexandra Compere

Jim Renninger



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

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AGENDA
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BACKGROUND INFORMATION:

There will be no PowerPoint for this item, but Mr. Powell will have some updates to share with you.

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	2/4/2025 - 11:54 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
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TO: DATE:

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AGENDA
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TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes January 28, 2025	Backup Material	2/3/2025	Board_of_County_Commissioners_Meeting_Minutes_and_Attachments_January_28__2025.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	2/4/2025 - 11:55 AM	Item Pushed to Agenda



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

January 28, 2025
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner John Sgromolo, District 1, gave the Invocation.

PLEDGE

Retired US Army Major Alhaji (AJ) Fonah led the Pledge of Allegiance.

Chairman Betsy Condon said that Major Alhaji Fonah served more than 23 years in both the United States Navy and Army before retiring in July 2023. He worked as a medical logistics Officer and served in locations including Mayport, Florida - NAS Jax; Jacksonville, Florida - Fort Liberty; North Carolina - Fort Detrick, Maryland - Fort Lee, Virginia - Fort Drum, New York, and Landstuhl, Germany. Major Fonah joined the military to serve his country and be a part of something bigger than any one person, and during his service, he learned that nothing is more satisfying than serving and working towards a worthy cause with fellow patriots. His favorite service memories include visiting new places and meeting new people from around the world. Major Fonah is a decorated veteran holding awards, including Army and Navy Achievement Medals, National Defense Service Medal, Global War on Terrorism Expeditionary and Service Medals, Humanitarian Service Medal, three Overseas Services Ribbons, and an Inherent Resolve Campaign Medal (IRCM) Arrowhead Device. He is a Clay County resident and lists his current occupation as Mr. Mom.

Mr. Fonah thanked the Board for the opportunity to lead the Pledge of Allegiance, spoke about his career in the military, and applauded those in service, i.e., CCSO, CCFR, Commissioners, etc., for all they do.

CALL TO ORDER

Chairman Betsy Condon called the meeting to order at 4:08 pm.

ROLL CALL

Present: Commissioner District 4 Betsy Condon, Chairman

Commissioner District 5 Dr. Kristen T. Burke, Vice-Chairman
Commissioner District 1 John Sgromolo
Commissioner District 2 Alexandra Compere
Commissioner District 3 Jim Renninger

Absent: None

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

PET ADOPTIONS

Judy Reeves, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Roxie (dog) - Faith (dog) - Nala (cat) - Oscar (cat). If you are interested in adopting a pet, contact clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Reeves mentioned that Clay County Animal Services still needs foster parents for dogs, cats, and kittens. If you are interested, please contact clayfosters@claycountygov.com. If you are interested in helping our furry friends but cannot take one home, please look at our Amazon wish list at Amazon.com. We always need items for our foster kittens and shelter animals. See Attachment A.

PROCLAMATIONS/RESOLUTIONS

1. Recognition of Fleming Island High School State Champions

FI HS Recognition can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/January 28, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/January%2028,%202025), beginning at 10:37 and ending at 20:10. Below is a summary of the discussion and the vote for this agenda item.

Chairman Betsy Condon said we are so proud of our Clay County student-athletes, and we really enjoy the opportunity to recognize their hard work and dedication. We have a proclamation today in honor of the State-Champion Golden Eagles Band - Boys Golf Team and Senior Diver.

Present for the Proclamation:

- David Broskie - Clay County School Superintendent
- Thomas Pittman - Principal
- Travis Cunningham - Athletic Director

- **Diving:**
 - Ava Brinkman - Senior Diver
 - Matt Fetner - Coach
 - Jackie Kroggel - Coach
- **Band:**
 - Lindsey Jordan - Drum Major
 - Eleanor Parker - Drum Major

- Nic Niemi - Band Captain
- Maria Herman - Band Captain
- Alex Buck - Band Director
- David Grullon - Band Director
- **Golf Team:**
 - Emmet Kuhlenkamp
 - Tyler Mawhinney
 - Carson Moore
 - Ryan Houck
 - Dylan Frein
 - Chase Ricks
 - Bruce Cloud - Coach
 - Joe Mawhinney - Coach

Commissioner John Sgromolo spoke about the involvement each program has in the community.

Commissioner John Sgromolo read the Proclamation recognizing the Fleming Island High School State Champions - Band - Senior Diver - Boys Golf Team.

Commissioner Jim Renninger made a motion for approval of the Proclamation, seconded by Commissioner Alexandra Compere, which carried 5-0.

Ms. Jordan introduced her team, thanked the Commission for the Proclamation, and spoke about the band's accomplishments and how they are able to be successful.

Coach Cloud introduced the members of the boys golf team as mentioned above.

Coach Kroggel introduced Ava Brinkman, Senior Diver and spoke about her accomplishments.

Superintendent Broskie commended all the student-athletes and thanked the Board for their support and partnership.

Principal Pittman commended all the students for their hard work in the classroom as well as in their sports and expressed how proud he was of each of them.

CONSTITUTIONAL OFFICERS

Chairman Betsy Condon recognized Undersheriff Ron Lendvay, Superintendent David Broskie, and Former Commissioner Mike Cella, thanked them for their attendance, and mentioned that Sheriff Michelle Cook is in Keystone Heights and Clerk of the Court and Comptroller Tara S. Green was in Tallahassee.

There were no Constitutional Officer comments.

APPROVAL OF MINUTES

2. Board of County Commissioners Meeting Minutes January 14, 2025.

Commissioner Jim Renninger made a motion for approval of the January 14, 2025, BCC Meeting Minutes, seconded by Commissioner Alexandra Compere, which carried 5-0.

PUBLIC COMMENTS

Public Comment can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/January 28, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/January%2028,%202025), beginning at 23:15 and ending at 44:42. Below is a summary of the discussion.

Chairman Betsy Condon opened the floor for public comment at 4:25 pm.

Connie Thomas, CEO of Impact Clay, addressed the Board to express her gratitude for the Board's support regarding the College Drive Intuitive and spoke about the improvements that needed to be made.

Nancy McDaniels, 1648 Sandy Hollow Loop, Middleburg, FL, addressed the Board to speak in favor of the College Drive Initiative.

Jenny Sandell, Full Circle Counseling, 115 College Drive, Middleburg, FL., addressed the Board to speak in favor of the College Drive Initiative.

Jennifer Ahrens-Sims, 16 College Drive, Orange Park, FL, addressed the Board to speak in favor of the College Drive Initiative and the positive impact of the improvements in the area.

Mike Cella, Former Commissioner, addressed the Board to speak in favor of the College Drive Initiative, the positive impact it has and will bring to the area, and improvements that could help.

Nancy Walker, 397 College Drive, Middleburg, FL., addressed the Board to express concerns for improvements that are needed in the area of the College Drive Initiative.

Quint Bowman, Pastor, 2896 Country Club Boulevard, Orange Park, FL., addressed the Board to speak in favor of the College Drive Initiative and the intention for improvements.

Hearing no other comments, Chairman Betsy Condon closed public comment at 4:44 pm.

CONSENT AGENDA

3. 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.

4. Bid No. 24/25-004, Annual Tree Removal and Related Services (K. Smith)

Approval to post Notice of Intent to award Bid No. 24/25-004, Annual Tree Removal and Related Services to American Tree Surgeons Inc. at the unit costs provided in the Bid submittal. This Annual Bid is utilized by various Departments. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Transportation Trust Fund - Public Works - Repairs and Maintenance

5. Bid No. 24/25-024, Rosemary Hill Solid Waste Management Facility Material Recovery Facility Repairs (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-024, Rosemary Hill Solid Waste Management Facility Material Recovery Facility Repairs to Razorback, LLC in the amount of \$1,558,900.00. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Solid Waste Fund - Non Capital Improvement Element - Solid Waste Materials Recovery Facility Improvement - Buildings

6. Bid No. 24/25-026, New Livestock Exhibition Barn and Related Services (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-026 New Livestock Exhibition Barn and Related Services to K & G Construction, Inc. in the amount of \$578,545.00 (Base Bid: Pond Regrading - \$424,165.00 & Bid Alternate 1: Electrical Improvements - \$154,380.00). Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Capital Improvement Plan (CIP) Projects Fund-All Grants Organization-Buildings-Fairgrounds - FDACS Livestock Pavilion Infrastructure

7. Bid No. 24/25-030, Inspection Services for Community Development Block Grant Projects (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-030, Inspection Services for Community Development Block Grant (CDBG) Projects to Elite Choice Inspection LLC. at the unit costs provided in the Bid submittal. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Community Development Block Grant Fund - All Grants Organization - Community Development Block Grant FY21-27 - Other Aids (Individuals)

8. RFP No. 23/24-109, Master Banking Services (K. Smith)
Review of staff's ranking of the Proposals received for RFP No. 24/25-109 Master Banking Services.
 1. Wells Fargo Bank, N.A. - 93
 2. Truist Bank - 78.3
 3. TD Bank, N.A. - 73.7
 4. Fifth Third Bank - 67.3

A committee consisting of the Clerk's Finance Officer, Clerk's Chief Administrative Officer and County Office of Management & Budget Director, performed the evaluation and ranking of the Proposals. If desired, the Board may request presentations.

Upon award staff will negotiate an agreement and such will be brought back to the Board for approval.

Funding Source:

N/A

9. Third Renewal to Sales Order Agreement with monday.com Work OS - Enterprise Plan (D. Hane)
 - A) Approval of the Third Renewal to License/Sales Order Agreement No. 2022/2023-86 with monday.com Work OS - Enterprise Plan for continued use of software in the amount of \$77,064.00 through February 6, 2026.
 - B) Approval of advance payment in the amount of \$77,064.00.

Funding Source:

General Fund - Management Information Systems - Software Subscriptions

10. Approval of Partial Release of Easement for 2717 Richards Road (R. Smith)

11. Second Amendment to Agreement No. 2021/2022-263 RN1 for Tennis Court Conversions to Pickleball Courts with El Faro Group LLC d/b/a Court Surfaces (J. Pierce)

Approval of the Second Amendment to Agreement No. 2021/2022-263 RN1 for Tennis Court Conversions to Pickleball Courts with El Faro Group LLC d/b/a Court Surfaces adding an additional project to demolish and reconstruct two courts at Foxmeadow Recreational Park in the amount of \$168,180.00 to be completed within 90 days of the Notice to Proceed.

Funding Source:

General Fund - Parks and Rec Admin - Resurfacing Recreation Courts - Infrastructure

12. Request to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreements for the purchase of real property in connection with the Bonded Transportation Program necessary for stormwater retention facilities and/or ROW (Projects 5 and 6) (C. Grimm)

Consent Agenda can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/January 28, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/January%2028,%202025), beginning at 44:43 and ending at 50:40. Below is a summary of the discussion and the vote for this agenda item.

Commissioner Jim Renninger requested to pull item 3 from the consent agenda for discussion.

Commissioner John Sgromolo made a motion for approval of the Consent Agenda items 4 through 12, seconded by Vice-Chairman Kristen Burke, which carried 5-0.

Commissioner Jim Renninger requested clarification regarding the payment to the City of High Springs.

Fire Chief Lorin Mock, CCFR, addressed the Board to provide the information for the payment to purchase a used vehicle known as a heavy rescue.

Following all discussions, Commissioner Jim Renninger made a motion for approval of item 3, seconded by Commissioner John Sgromolo, which carried 5-0.

DISCUSSION/UPDATES

13. College Drive Charrette Visioning Plan (B. Knighting/J. Leighton/B. Carson)

College Drive discussion can be seen at www.claycountygov.com/government/clay-

county-tv-and-video-archive/BCC Agenda/January 28, 2025, beginning at 50:42 and ending at 1:36:10. Below is a summary of the discussion.

Blair Knighting, AICP with Kimley-Horn, presented a PowerPoint presentation to provide an overview and information regarding the College Drive Charette Visioning Plan. See Attachment B.

Topics of Discussion:

- The Story of College Drive
- Public Engagement
- Plan for Strategic Development
- Action Plan
- Funding

There were comments, questions, and discussions regarding the placement of round-a-bout pros/cons, the use of the round-a-bout for the type of traffic in the area and the design, walkable/bikeable area, crosswalk, pedestrian safety, concerns about adding restaurants, impact from the initiative, transportation opportunities, partnerships with Thrasher-Horne and the college, shared use paths, funding, overlays, naming the pond-to-park, street lights, traffic study, CRA, and surveying the properties.

OLD BUSINESS

14. FY25-26 State Appropriation Project Forms and Palm Card (M. Covey/C. Latham)

Authorization for County Manager to sign FY25-26 State Senate and House Appropriation Forms.

Approval of the Palm Card.

Item 14 discussions can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/January 28, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/January%2028,%202025), beginning at 1:36:15 and ending at 1:44:55. Below is a summary of the discussion and vote for this agenda item.

Howard Wanamaker, County Manager, provided an overview regarding the appropriation forms and palm card and introduced Mr. Latham to provide more details.

Charlie Latham, Assistant County Manager, addressed the Board to provide details and information for the state appropriations project form and Palm Card, request approval to authorize the County Manager to sign FY25-26 State Senate and House Appropriation Forms, as well as approval of the Palm Card. The information discussed is attached to the agenda.

There were questions and discussions regarding clarification for solar power on Agricultural Land, language, and the lake restoration language - Lake Geneva Project.

Following all discussions, Commissioner Jim Renninger made a motion for approval to authorize the County Manager to sign the State Senate and House appropriation forms and approve the palm card as discussed, seconded by Vice-Chairman Kristen Burke, which carried 5-0.

LETTERS FOR ACTION

15. Discussion of Appointment to the Clay County Historic Preservation Board

An application was received from Terry Knight for consideration of appointment to the District 2 vacancy on the Board.

HPB appointment can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/January 28, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/January%2028,%202025), beginning at 1:45:13 and ending at 1:46:56. Below is a summary of the discussion and vote for this agenda item.

Chairman Betsy Condon opened the floor to discuss the appointment to the Clay County Historic Preservation Board and the application received from Terry Knight for the District 2 vacancy.

There were comments and discussions regarding conversations had with Mr. Knight.

Following all discussions, Commissioner Jim Renninger made a motion for approval to accept Mr. Knights' application, seconded by Vice-Chairman Kristen Burke, which carried 4-1, with Commissioner Alexandra Compere in opposition.

16. JTA Extension Letter (T. Nagle)

JTA Letter discussions can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/January 28, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/January%2028,%202025), beginning at 1:46:58 and ending at 1:48:43. Below is a summary of the discussion and vote for this agenda item.

Troy Nagle, Assistant County Manager, addressed the Board to provide details and information regarding the JTA extension letter. JTA requests a one-year extension to their CTC application vs. the traditional five-year.

Chairman Betsy Condon stated that the Transportation Disadvantage Committee fully supports the one-year vs the five-year.

Commissioner John Sgromolo made a motion for approval of the letter, seconded by Commissioner Jim Renninger, which carried 5-0.

LETTERS OF DOCUMENTATION

17. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulations for January 10, 2025:

- A. RFB No. 24/25-004, Annual Tree Removal and Related Services
- B. RFB No. 24/25-024, Rosemary Hill Solid Waste Management Facility Material Recovery Facility Repair
- C. RFB No. 24/25-026, New Livestock Exhibition Barn
- D. RFB No. 24/25-030, Inspection Services for the Community Development Block Grant

Chairman Betsy Condon acknowledged the Letters of Documentation.

PUBLIC COMMENTS

P C can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/January 28, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/January%2028,%202025), beginning at 1:48:55 and ending at 1:52:34. Below is a summary of the discussion.

Chairman Betsy Condon opened the floor for public comment at 5:50 pm.

James Otto, 2908 Blanding Boulevard, Middleburg, FL., addressed the Board to express concerns regarding various topics that impact Clay County.

Hearing no other comments, Chairman Betsy Condon closed public comment at 5:54 pm.

COMMISSION AUDITOR

18. Audit Notifications

Commission Auditor can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/January 28, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/January%2028,%202025), beginning at 1:52:35 and ending at 1:55:33. Below is a summary of the discussion.

Heather Boucher, Commission Auditor, addressed the Board to provide details and information regarding audit notifications. The information discussed is attached to the agenda.

Topics of Discussion:

- Fleet Management
- IT System Access

There were questions and discussions regarding the timeline to begin the IT audit and clarify the fleet audit scope.

COUNTY ATTORNEY

19. Appointment of County Representative for Special Magistrate Mediation in Petition brought pursuant to FS Section 70.51 re: PUD 24-0006 Fleming Island Preserve

County Attorney can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/January 28, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/January%2028,%202025), beginning at 1:55:34 and ending at 1:59:30. Below is a summary of the discussion and the vote for this agenda item.

Courtney Grimm, County Attorney, addressed the Board to provide details and information for the appointment of the Special Magistrate, the scheduled conference, and mediation. County attorney Grimm suggested having representation from the Board to attend all proceedings for the petition brought forth, RE: PUD-24-0006 - Fleming Island Preserve.

There were questions and comments regarding recommendations from the mediation - binding or non-binding, settlement negotiations come back to the Board, hearings - Set for April 1, 2025, if not resolved, and clarification for the representative's duty.

Following all discussions, Commissioner John Sgromolo volunteered to be the representative, and Vice-Chairman Kristen Burke volunteered to be a backup in the event Commissioner Sgromolo could not attend, and the Board agreed.

COUNTY MANAGER

County Manager can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/January 28, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/January%2028,%202025), beginning at 1:29:31 and ending at 2:20:21. Below is a summary of the discussion.

Howard Wanamaker, County Manager, commended Emergency Management Tim Devin and staff, Public Safety - Chief Mock and Chief Motes, Public Works - Eric Pope and staff, and Richard Smith, along with the community, for their efforts during the recent event regarding the winter storm. County Manager Wanamaker mentioned the memo received regarding the temporary pause of agency grants, loans, and other financial assistance programs and actions by staff.

There were comments regarding the impact it could have on communities across the country and non-profits.

COMMISSIONERS' COMMENTS

Commissioner Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/January 28, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/January%2028,%202025), beginning at 2:02:22 and ending at 2:22:17. Below is a summary of the discussion.

Commissioner Jim Renninger recognized Eric Anderson, spoke about information provided regarding the summary from the NEFRC board meeting, and highlighted the work plan for solid waste management. See Attachment C. Commissioner Renninger mentioned attending the Apple Awards: the Teacher of the Year - Amanda Watson - Orange Park Elementary and the Employee of the Year - Misty Massey - Lake Asbury Junior High. Commissioner Renninger spoke about attending the debate competition at JU and the ribbon cutting at Florida National Guard Counterdrug Program Headquarters and reflected on the amount of resources the country spends in the counternarcotic arena. Commissioner Renninger talked about the Veterans Council assisting an 80-year-old veteran who was living in his car and the car was not working and finding him a place to stay temporarily. He also commended the Commission for their positive efforts and the phenomenal work being done throughout the county. Commissioner Renninger spoke about the snow in various areas and is fortunate to live in Clay County.

Commissioner Alexandra Compere acknowledged and commended county staff for their efforts and hard work during the recent weather event.

Vice-Chairman Kristen Burke thanked Commissioner Renninger for his comments and spoke about the accomplishments and the intention of the board to make a positive difference in the county. Vice-Chairman Burke mentioned attending the Chorus Concert at Thrasher-Horne. Vice-Chairman Burke talked about the addition of lights for the pickleball courts at Ronnie Van Zant Park and the donation from Brian Knight to improve the courts. Vice-Chairman Burke mentioned that Lake Asbury Market had to close down and requested information from anyone who may know the individual in charge; there may be a solution to relocate the market to Ronnie Van-Zant Park. She spoke about receiving complaints regarding the donation boxes throughout the county and the overflow/pick-up issues. Vice-Chairman Burke and county staff discussed the traffic, signalization, and safety issues due to the detour for the closing of the bridge at 220 for improvements and possible alternate routes.

Commissioner John Sgromolo thanked everyone for their involvement regarding the College Drive Initiative and the community feedback. Commissioner Sgromolo thanked Mr. Smith for the signage and signal conversations and for providing the school with ideas for pick-up and drop-off. Commissioner Sgromolo commended Justin Pierce and other staff for meeting him at Armstrong Park and, spoke about the park improvements donation of \$100,000.00 from the association, and thanked Mike Hempel of FIAA for collaborating in that effort. Commissioner Sgromolo thanked Chereese Stewart and the public works staff for their hard work.

Chairman Betsy Condon mentioned there are lots of events and activities happening throughout the county. Visit the county website for more information. There is also a new radio show - Clay Radio. You can download the app and view their community calendar. The Clay Today also has great information, and their partnership is appreciated, as is the Lake Region Monitor in Keystone Heights.

Hearing no other business, Chairman Betsy Condon adjourned the meeting at 6:23 pm.

Attest:

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

Chairman or Vice-Chairman

Acronym Definitions

BCC- Board of County Commissioners
CCFR – Clay County Fire Rescue
CCSO – Clay County Sheriff’s Office
CCUA – Clay County Utility Authority
CDI – College Drive Initiative
CEO – Chief Executive Officer
CIE – Capital improvement Element
CR – County Road
CRA – Community Redevelopment Agency
CTC – Cost to Company
FIAA – Fleming Island Athletic Association
FY – Fiscal Year
JTA – Jacksonville Transportation Authority
NEFRC – Northeast Florida regional Council
PC – Public Comment
ZON – Rezone

Attachment
“A”
Pet Adoptions



Roxie

ANIMAL ID: A0057027709

SEX: Spayed female

BREED: Mixed Breed, 1 year old, 41 pounds

LOCATION: Foster Home

ABOUT: Meet Roxie!

Roxie is a sweet, curious pup currently thriving in a loving foster home as she discovers the comforts of indoor life. She's a quick learner, great with other dogs, and loves meeting new people—everyone's her new best friend!

Roxie is crate-trained, adores snuggles, and enjoys leisurely walks with plenty of time to explore. She's still working on potty training and needs plenty of chew toys to keep her busy, but with a little patience, she'll be the perfect addition to your family.

To meet Roxie, call the shelter to set up a meet-and-greet! ❤️



claycountygov.com/adopt



Faith

ANIMAL ID: A0057657957

SEX: Spayed Female

BREED: Hound Mix, 5 years old, 53 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet Faith!

Faith is a sweet and shy hound who takes her time to warm up to new people. She's not your typical loud, talkative hound—she's calm and quiet, making her a great companion for a peaceful home. Though she's a bit reserved, Faith enjoys quiet walks and relaxing with her people once she's comfortable. She'll do best in a patient, calm home where she can build trust and confidence. If you're looking for a low-key, gentle companion, Faith might just be the one for you. Come meet her today! ❤️

claycountygov.com/adopt



Nala

ANIMAL ID: A0057703279

SEX: Spayed Female

BREED: Domestic Short Haired, 2 years old; 6 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet Nala! This sweet, shy girl may be a little reserved at first, but once she gets to know you, her gentle nature will shine through. With her striking black and white fur and adorable button nose, Nala is sure to win your heart. She's looking for a calm, quiet home where she can feel safe and loved. If you're patient and ready to give her the time she needs, Nala will make a wonderful companion!



claycountygov.com/adopt

Oscar

ANIMAL ID: A0057642984

SEX: Neutered Male

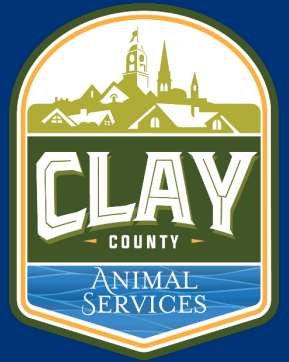
BREED: Domestic Short Hair, 4 years old

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Oscar is a 10-pound big boy with a shy personality. He might take a little time to warm up, but in a calm and patient home, he'll find his comfort. Oscar would likely thrive in an indoor/outdoor setup, especially with a cozy porch where he can lounge and enjoy the sights and sounds at his own pace. If you're looking for a low-key companion to share your space with, Oscar could be just the one!



claycountygov.com/adopt



We are still in need of foster parents for dogs, cats and kittens during this holiday season. Please consider opening your home temporarily.

If interested please contact
clayfosters@claycountygov.com

**Pictured, Mabel who is currently looking for an adopter or a foster home, please call the shelter for more information.*

claycountygov.com/adopt



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

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

claycountygov.com/adopt

Attachment
“B”
College Drive



College Drive Visioning and Strategic Development Charrette: Action Plan Report

January 2025

Clay County | Kimley-Horn and Associates, Inc.



College Drive Action Plan



The Story of College Drive



Public Engagement



Plan for Strategic Development



Action Plan



Funding





The Story of College Drive

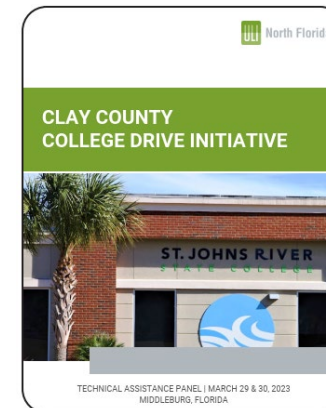
College Drive (CD) Initiative (2020 – 2021)

- Grassroots initiative
- Response to corridor development
- Community Forums & Steering Group Meetings
- Outcome themes: Destination, Public Education, Safety and Aesthetics & Community Events
- 2021 County adopted a resolution to focus on CD



Urban Land Institute Technical Advisory Panel (TAP) (2023)

- Group of industry experts gathered to evaluate CD
- Key Strategies:
 - Establish a brand for the corridor
 - Identify roadway and mobility improvements such as road diet and roundabouts
 - Complete a zoning and land use assessment





The Story of College Drive

NOVEMBER 2020

College Drive Initiative kicks off due to the constant growth throughout the community.



The meetings propose several outcomes:

- **Destination** (where residents and visitors can socialize)
- **Public Education** (human services and educational resources)
- **Safety and Aesthetics** (intersection improvements, low-maintenance landscaping, safe pedestrian and bike lanes)
- **Community Events** (food truck events and other festivities)



NOVEMBER 2020 - NOVEMBER 2021

Deliberative Forums and monthly steering groups conducted for the community, including Clay County citizens, nonprofit organizations, local business owners and more

DECEMBER 2021

The Clay County Board of County Commissioners cultivates the College Drive Initiative and the process is in the implementation phase



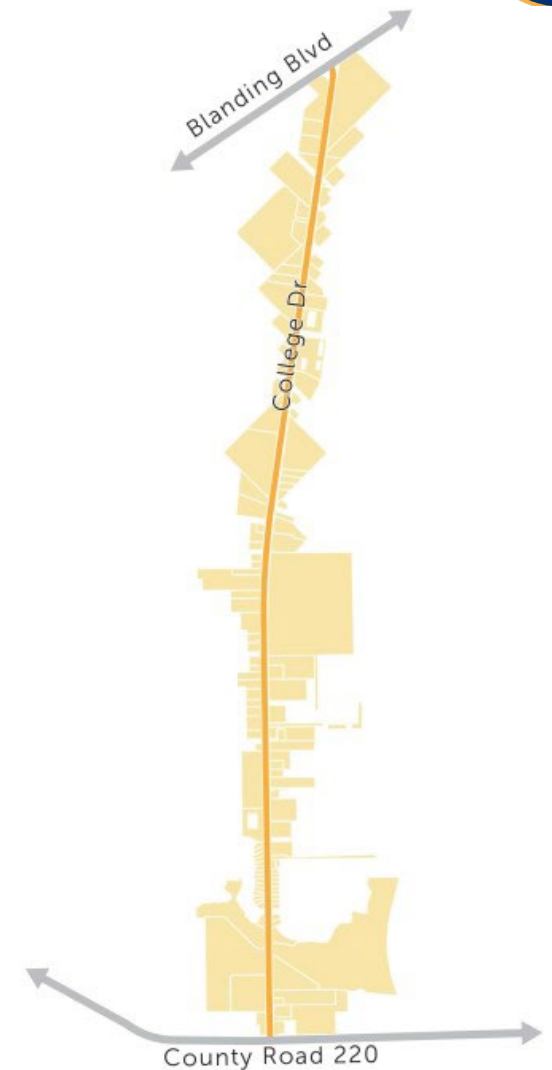
MARCH 2023

The Urban Land Institute (ULI) conducts a Technical Assistance Panel (TAP) program, bringing together a cross-section of experts to examine issues facing College Drive and produce recommendations and implementation strategies based on market conditions, sound information, community realities, and best practices.



FALL 2024

Kimley-Horn hired by Clay County to complete the College Drive Visioning and Strategic Development Charrette.





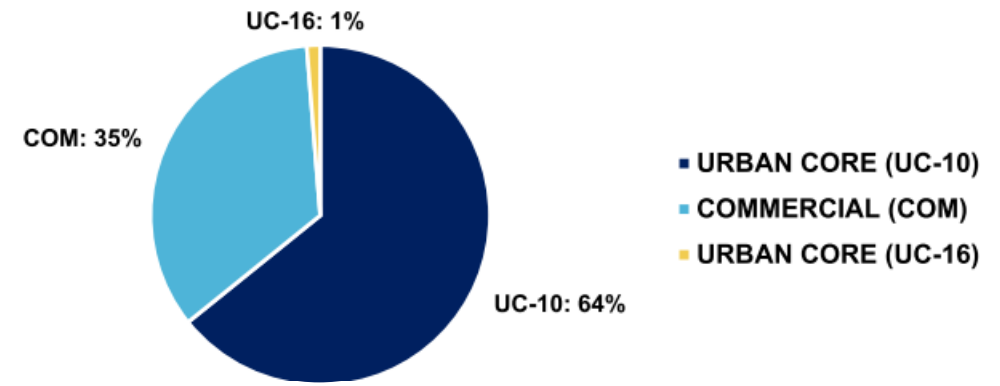
The Story of College Drive



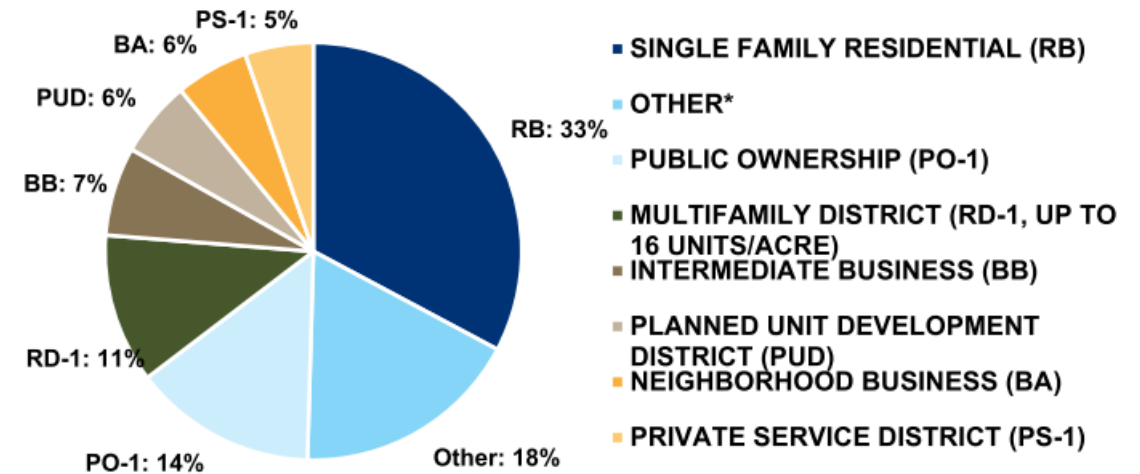
Land-Use Analysis

- The Land Use Analysis reviewed the existing land uses and zoning districts to understand the allowable uses along the corridor.
- Along College Drive, residential and commercial are the most common uses, in addition to a few agriculture uses, a university – St. Johns River State College, and vacant/for sale properties, as well.
- The existing land uses and zoning districts along the corridor do not exactly support a mixed-use product.

FLUE Designation by Proportion of Land Area



Zoning Designation by Proportion of Land Area





The Story of College Drive

Market Analysis

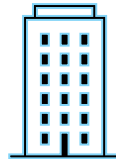
A limited market analysis was prepared to inform a strategic development charrette for College Drive in Clay County. The analysis involved:

1. Demographics - (population characteristics, market area tapestry segmentation, household characteristics)
2. Economics - (jobs, income, businesses, education),
3. Real estate - (year built, home value, owner/renter occupied, vacancy, building permits, housing type, asset class inventory).

Identified market opportunities



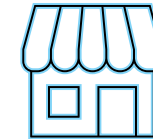
Single-family detached units are the predominant housing type in the Market Area.



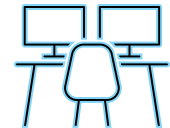
College Drive is well-positioned to capture multi-family residential development in the short- and mid-term timeframes.



If the zoning and land use is changed along the corridor to support mixed-use developments, residential units could be incorporated on upper floors of developments.



Community-serving retail presents the ripest opportunity for non-residential along College Drive as vacancy for retail has been relatively tight in the surrounding area.



Office development along College Drive represents a mid- to long-term opportunity. This office space would likely be limited to users that are seeking to be close to possible clients.



Public Engagement



Stakeholder Meetings

1. College Drive Non-Profits
2. Thrasher-Horne Center & St. Johns River State College
3. College Drive Businesses

Community Meetings

1. Community Charrette #1
2. Community Charrette #2

Online Engagement Opportunity

- Online Survey

Visioning Boards List

- 1 Amenities Map
- 2 Existing Conditions Diagram
- 3 Opportunity 1 - Shared Use Path
- 4 Opportunity 2 - Enhanced Pedestrian Experience
- 5 Opportunity 3 - Central Greenspace
- 6 Design Opportunity Ranking
- 7 Roundabout Opportunity
- 8 Branding and Logos
- 9 Short-Term Placemaking Concepts Ranking
- 10 Lighting
- 11 Site Furniture
- 12 Wayfinding
- 13 Protected Bike Lane
- 14 Gateway Signage
- 15 Public Art Concepts Ranking
- 16 Murals
- 17 Sculptural Elements
- 18 Roundabout Feature

How to Participate

Thank you for attending our College Drive Charrette! We hope you enjoy being a part of the conversation about the vision for the future of our community.

Explore Freely
Move around and visit each poster board station in any order you prefer.

Interact & Engage
Participate in the various activities at each station and share your feedback.

Ask for Help!
Friendly staff members are available to assist with any questions you may have.

Your feedback is important.

DID YOU KNOW?
A charrette is a collaborative design process that involves a group of stakeholders, designers, planners, community members, etc. coming together to provide feedback on a specific project.
The purpose of a charrette is to generate ideas, explore different design solutions, and gather input from various perspectives.

Contact Us
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Clay County Board of County Commissioners

Blake Wrighting, AICP
Associate Planning Director
904.632.3127
Kimley-Horn
and Associates, Inc.

Visit the Clay County Planning & Zoning Website
Scan the QR code below.

Timeline:

- NOVEMBER 2020**
College Drive charrette kicks off due to the constant growth throughout the community.
- NOVEMBER 2020 - NOVEMBER 2021**
Deliberative Forums and monthly listening groups conducted for the community, including Clay County citizens, nonprofit organizations, local business owners and more.
- DECEMBER 2021**
The Clay County Board of County Commissioners initiates the College Drive Initiative and the process in its implementation phase.
- FALL 2024**
Initiative is completed by Clay County to complete the College Drive Planning and Strategic Development Charrette.



Public Engagement

NON-PROFIT STAKEHOLDERS MEETING

Attendance: Six Non-Profit Representatives / Format: SWOT Analysis

STRENGTHS	WEAKNESSES	OPPORTUNITIES	THREATS
<ul style="list-style-type: none"> • Accessible • History • Longevity of businesses • Performing Arts Center • Diversity • Mix of uses • Highly used bike route • Transportation program • Events – food trucks/school art show • County/neighborhood business support • Diversity 	<ul style="list-style-type: none"> • Commuter route • Difficult to navigate/u-turns • Lack of bike lanes • Only 1 bus stop • Childcare desert • Limited restaurants • Lack of hotels • Lack of vacant land • Safety issues • Pavement • Inconsistent code enforcement • Unclear signage/wayfinding • Water/sewer system 	<ul style="list-style-type: none"> • Add bus stops/ corridor shuttle • Paint crosswalks • Remove medians to widen ROW • Pedestrian crossing lights • Branding • Grow social/medical services • Bike lanes • Apartments/affordable • Daily services – coffee shop/daycare • Mixed-use development • Infrastructure to support development • Community tree planting/clean-up 	<ul style="list-style-type: none"> • Lack of funding • Disruption due to improvements/events • Changing speed • Storage units • Lack of zoning regulation & enforcement • Excessive car washes, dry cleaners, RV storage • Lack of community-based uses • Outsiders with funding taking over area

Public Engagement

BUSINESS STAKEHOLDERS MEETING

Attendance: Two Business Owners / Format: One-on-One Discussion

DISCUSSION TOPICS

- Keep it the way it is.
- It is a commercial area, not intended to be visually appealing.
- The future of College Drive will only get bigger.
- Landscaping and trees are not necessary.
- Expect to see medical buildings/uses going in.
- Would not like a roundabout.
- Lights are needed along College Drive.
- Does not believe increased walkability will be beneficial to the corridor or businesses.
- Expects to see an increase in medical uses.
- Likes the location of their business and the whereabouts of College Drive.
- Anticipated that improvements to College Drive would bring new businesses.
- As spouse is a medical business owner, they are okay with increase walkability and bike ability and believe both are very important.



College Drive Visioning Stakeholder Meeting
Businesses



Kimley»Horn

Thrasher-Horne Center
1:30PM - 2:30PM



Public Engagement

THRASHER-HORNE & ST. JOHNS RIVER STATE COLLEGE STAKEHOLDERS MEETING

Attendance: Four Representatives / Format: Informal Discussion

- Thrasher-Horne Center events program growing and both entities see improvements as beneficial.
- Supportive of changes but would like to have the opportunity to provide feedback if the plan includes their parcels.
- Concern about increasing traffic using campus as a cut-through and as parking.
- Additional restaurants are not needed in the area.
- A multi-use path might not be needed in this area considering the commuter culture of College Drive.



Public Engagement

Visioning Charrettes

October 7, 2024 and November 19, 2024

DID YOU KNOW?

A **charrette** is a collaborative design process that involves a group of stakeholders, designers, planners, community members, etc. coming together to provide feedback on a specific project.

The purpose of a charrette is to generate ideas, explore different design solutions, and gather input from various perspectives.

How to Participate

Explore Freely

Move around and visit each poster board station in any order you prefer.

Interact & Engage

Participate in the various activities at each station and share your feedback.

Ask for Help!

Friendly staff members are available to assist with any questions you may have.

Your feedback is important.

Visioning Boards

- 1 Amenities Map
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- 17 Sculptural Elements
- 18 Roundabout Feature

History of the College Drive Initiative

- Starting in November 2020, the College Drive Initiative kicked off due to the constant growth throughout the community.
- Throughout the next year, Deliberative Forums and monthly steering groups were conducted for the community, including Clay County citizens, nonprofit organizations, local business owners and more.
- Those meeting proposed several outcomes:
 - Destination.** Where residents and visitors can socialize.
 - Public Education.** Human services and educational resources.
 - Safety and Aesthetics.** Intersection improvements, low-maintenance landscaping, safe pedestrian and bike lanes.
 - Community Events.** Food Truck events and other festivities.
- By December 2021, the Clay County Board of County Commissioners has cultivated the College Drive Initiative and the process is now in the implementation phase.

Thank You For Your Participation!

Thank you for attending our College Drive Charrette! We hope you enjoyed being a part of the conversation about the vision for the future of our community.

Your feedback is valuable to us.

Contact Us

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 Kimley-Horn and Associates, Inc.

Gabrielle Gunn
 Director of Community & Social Services
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 904-529-4256
 Clay County Board of County Commissioners

COLLEGE DRIVE VISIONING CHARRETTE

Community & Social Services
 Kimley-Horn and Associates, Inc.

Take the Online Survey!

Scan the QR code below.

Public Engagement

Visioning Charrette #1

- October 7, 2024
- 20 participants
- Series of stations with interactive boards
- Some key findings:
 - Majority of attendees work along the corridor and want to see more dining options
 - 100% of attendees were in favor of roundabout

Charrette #1 Results

- 1 How do you currently utilize College Drive?
- 2 How do you want to utilize College Drive?
- 3 Select the option that most correlates to your feelings towards the idea of a new roundabout
- 4 Select the logo that you think best fits with your vision for College Drive
- 5 Rank the following short-term placemaking concepts in order of most importance to you
- 6 Select preferred lighting
- 7 Select preferred site furniture
- 8 Select preferred wayfinding sign
- 9 Select preferred bike lane designs
- 10 Select preferred gateway signage
- 11 Rank the following short-term placemaking concepts in order of most importance to you
- 12 Select mural styles you like
- 13 Select preferred sculptural elemental style
- 14 Select preferred roundabout
- 15 Rank the following concepts in order of your preference
- 16 Additional comments
- 17 Board photos

BACKGROUND INFORMATION & CONTEXT

NOVEMBER 2020
College Drive Initiative kicks off due to the constant growth throughout the community

DECEMBER 2020 - NOVEMBER 2021
Deliberative Forums and monthly planning groups conducted for the community, including Clay County citizens, nonprofit organizations, local business owners and more

DECEMBER 2021
The Clay County Board of County Commissioners cultivates the College Drive Initiative and the process is in the implementation phase

FALL 2024
Kinley-Horn hired by Clay County to complete the College Drive Visioning and Strategic Development Charrette.

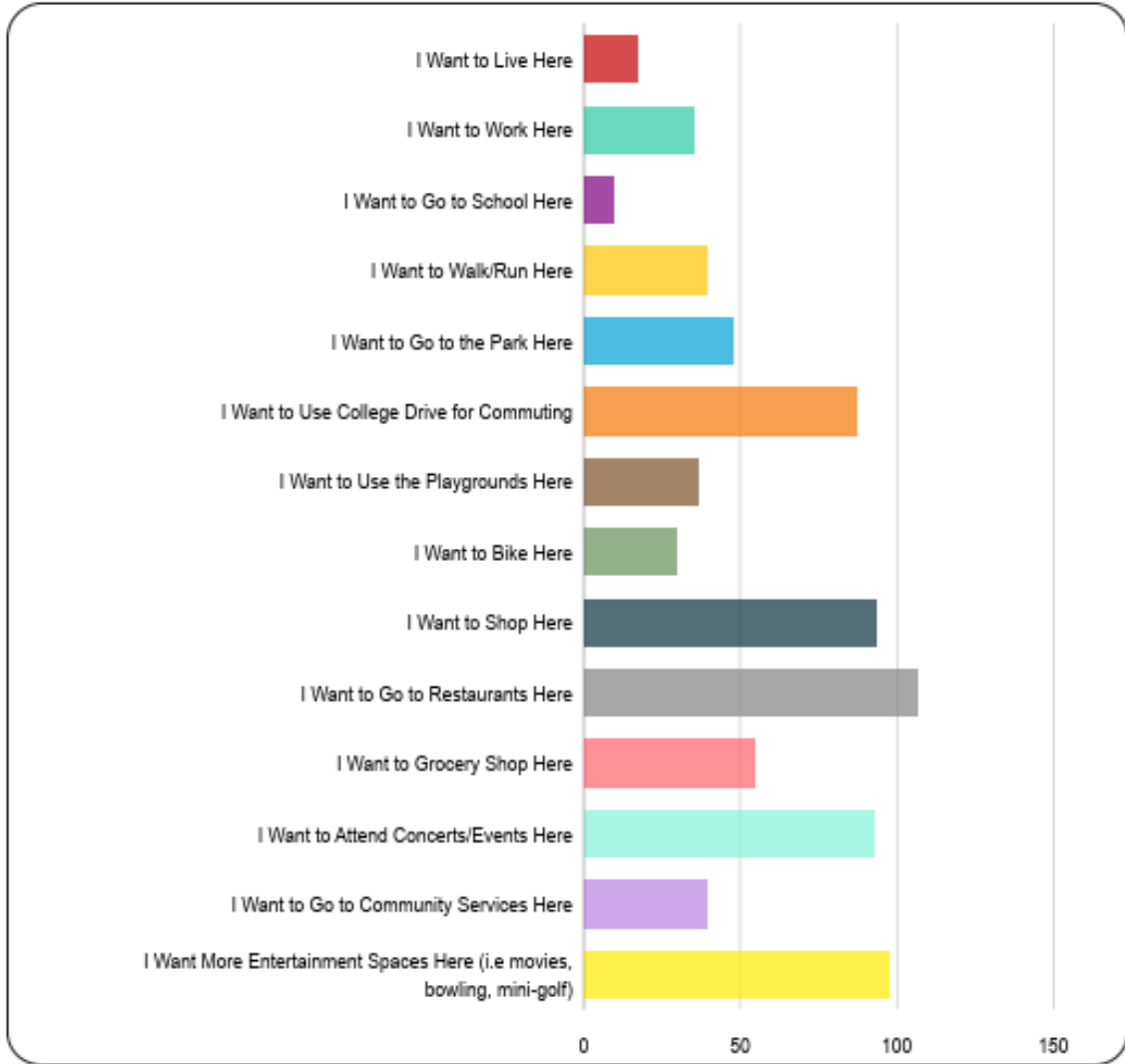
The needs of college-oriented students are addressed through the following:
Public Education Facility located adjacent to the site
Safety and aesthetics
Public transit (BART) station, bike paths and wayfinding signage
Community events that reach students and the local community



Public Engagement

Online Survey

- Opened September 30th, 2024 and closed on November 1st, 2024
- 181 Responses
- In-person engagement has decreased since COVID-19, therefore online opportunities are becoming very popular.
- The online survey was developed to mirror the first in-person charrette.
- Citizens could either take the survey and attend the charrettes.





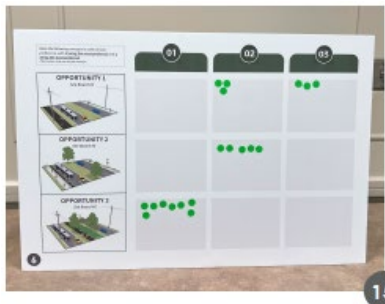
Public Engagement

Visioning Charrette #2

- November 19, 2024
- 40 participants
- The premise and layout of this charrette was to use the feedback and results from the first charrette to narrow down the information to a few key points then obtain final feedback.
- Some key findings (additional comments at right):
 - Attendees would prefer to keep the current speed of 45 mph along College Drive
 - Roundabout was majority disliked in an 18 to 14 vote

Can pedestrian crosswalks be added along College Drive?
Physical barriers between traffic and bike lanes can be problematic.
No billboard benches. Add shade or roof over benches.
Support the initiative to do a protected bike lane.
We need cleaner spaces with more trees and lighting.
Not interested in slower speed!
Clean up College Drive to include islands, sidewalks – both sides. Repave poorly patched sections.
1.) County has more current needs than trying to develop College Drive into something that is not needed. Who "signed off" on the poor repaving of College after the water project? Just fix what they broke.
2.) No roundabout is needed at Old Jennings.
3.) Use the money to widen 209 and Sandridge and Hwy 218 and Hwy 16. Repaint lines on current roads.
4.) College Drive works as intended. A through road from 220 to Blanding.
5.) No, no, no, waste of taxpayer money.

Public Engagement



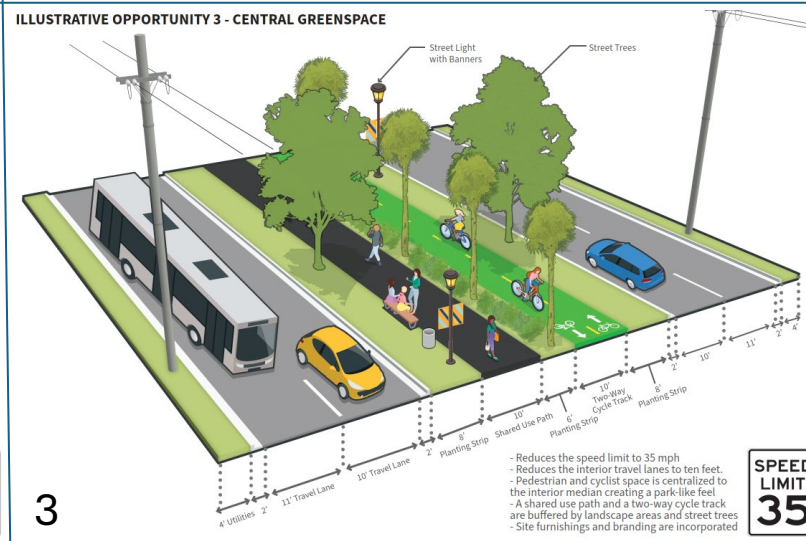
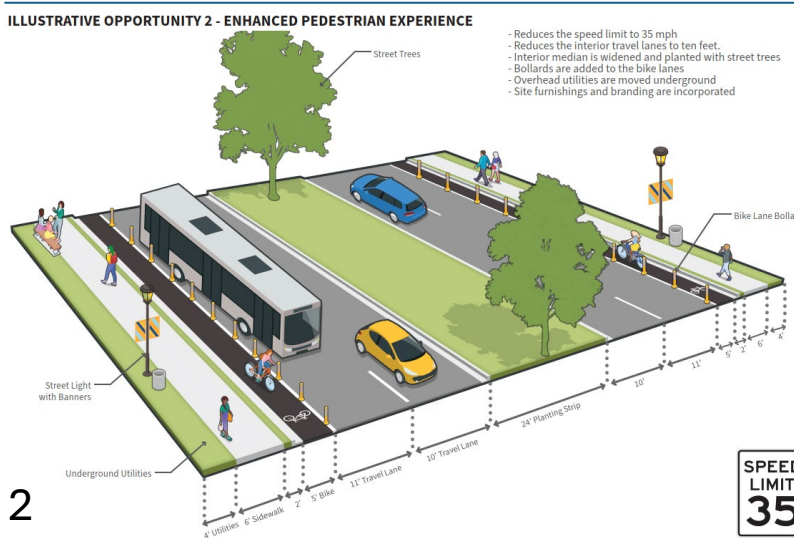
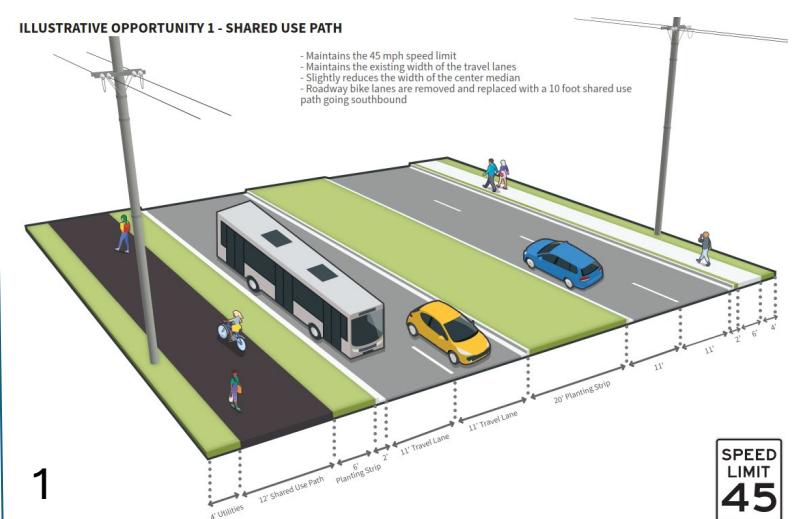
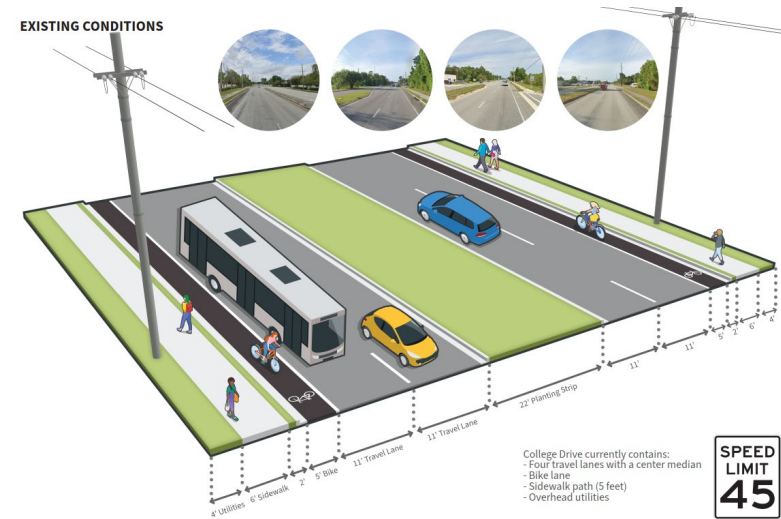
Summary

- Public Engagement is a vital role in understanding improvements that the public would want along College Drive.
- While there were mixed results on key topics, gaining consensus on the future of College Drive from local business representatives, residents, and non-profits remains a goal for the community.
- All information from all three public engagement opportunities to provide recommendations to the County for College Drive.

Plan for Strategic Development

Visioning Charrette #1 and Online Survey

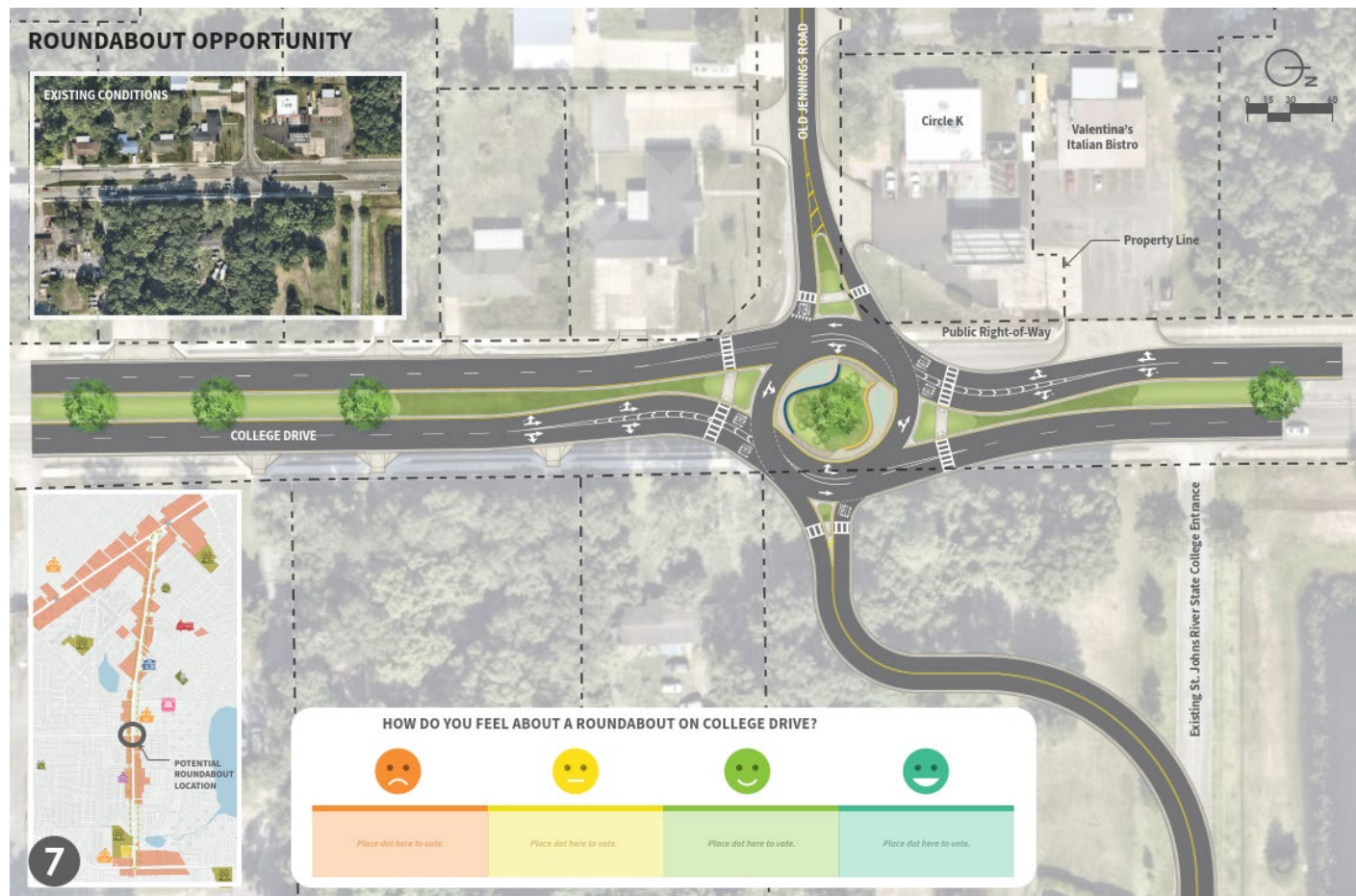
- Three opportunities for road improvements to address pedestrian and bicyclist safety were added to visual preference boards.
- The in-person results favor opportunity #2 and #3 while the online results slightly favored #2
- A roundabout was also voted on. All in-person votes strongly liked it. However, of the online population: 45% liked or strongly liked the idea while 30% disliked or strongly disliked the idea
- Various other preferences were included:
 - Branding and logo (guitar pick in top left header is the winner)
 - Light, site furniture, wayfinding, protected bike lane, gateway signage, public art concepts, murals, and sculptural elements



Plan for Strategic Development

Visioning Charrette #2

- Based on the in-person and online survey results the Kimley-Horn team created follow up charrette boards to facilitate the final charrette on November 19th.
- The roadway improvement boards for the second charrette were developed as a progressive set of boards to single out each recommended improvement to understand how the public prioritized each item.
- Some of the majority votes include:
 - YES to keeping the speed limit 45 mph
 - YES to the shared use path
 - YES to adding street trees in median and buffer plantings between shared use and travel Lanes
 - YES to site furnishings
 - YES to wayfinding branding
 - YES to guitar pick logo
 - YES to symphony on college sculptural element
 - NO to gateway signage
 - NO to roundabout



“Sense of Place” Favorites/Recommendations



Place dot here to vote.



Place dot here to vote.



Place dot here to vote.



Place dot here to vote.



Place dot here to vote.



Place dot here to vote.



Place dot here to vote.



Place dot here to vote.



Place dot here to vote.



Place dot here to vote.



Place dot here to vote.



Action Plan

SHORT-TERM

~1 year

Technical Due Diligence Recommendations.

- Community Redevelopment Agency (CRA), Boundary Survey of the entire Corridor, Traffic Study.

Branding and Creating a Sense of Place

- Murals, Sculptural, benches, trash cans, wayfinding, landscaping.

Regulation Based Recommendations

- Contract with consultant to gather more feedback from the community and potentially create a mixed-use overlay.

Safety Recommendations

- Lighting, raised separators and paint bike lane between roadway and bike lanes.

MID-TERM

2-5 years

Correcting Utility Issues

- County could also work with a consultant to review the survey and traffic study completed in the short-term timeframe to evaluate a roundabout and design a new roadway.
- There are gaps in the utilities, the County could research this to help with the redevelopment along the corridor.

LONG-TERM

Up to 20 years

Roadway Improvements

- A roundabout was recommended by the TAP panel and mostly agreed upon during the public engagement portion of this project.
- Various improvements including installing irrigation, underground utilities, shared-use path, reinstall streetlights, street trees, branding, and site furniture.
- Incentivizing development using overlay and focusing redevelopment in core of drive.



Action Plan



Recommendation Cost Estimates

<u>Short-Term Cost Estimates*</u>	
Action	Cost Estimate (\$)
Bike lane separators	\$350K
Cost to establish Community Redevelopment Agency through a consultant	\$100K
Public engagement and zoning overlay through a consultant	\$75K
Boundary survey and traffic study of College Drive	\$120K
Branding through wayfinding signs, murals, benches and trash cans	\$450K
Lighting	\$900K
Canopy and understory native trees with native landscaping	\$500K
Total	\$2.5M

***OPINION OF PROBABLE COST DISCLAIMER**

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

<u>Mid-Term Cost Estimates</u>	
Action	Cost Estimate (\$)
Correcting utility gaps	TBD**
Improvement design consultant	TBD**

<u>Long-Term Cost Estimates</u>	
Action	Cost Estimate (\$)
Roadway rebuild with shared-use path	\$6-8M
Installation of roundabout	\$4-6M
Irrigation with native trees and landscaping (dependent on roadway rebuild)	\$4-5M
Bury utilities (dependent on roadway rebuild)	TBD**
Total	\$15-19M+

**County should use the mid-term timeframe to work with utility providers and design consultants to build scope and estimate cost.



Funding

Short-Term

Grant Name	Agency	Funding Max	Types of Projects
Appropriations project	House of Representatives	n/a	Economic Development
Community Challenge Grant	American Association of Retired Persons (AARP)	\$50K	Open Space, parks, amenities
Community Project Funding (CPF) Requests	Congress	\$6M	Any
Contributions Program – Community Service	CSX Corporation	\$5K	Environmental Stewardship
Grants for Arts Projects	National Endowment for the Arts	\$100K	Commissions or public art
Levitt AMP Your City	Levitt Foundation	\$90K	Free concerts
Our Town Program	National Endowment for the Arts	\$150K	Public art or public space design
Quality of Life Grant	Christopher & Dana Reeve Foundation	\$25K	Accessible community spaces
Trail Capacity Program	American Trails	\$15K	Trails that serve all types of users



Funding

Mid-Term

Grant Name	Agency	Funding Max	Types of Projects
Appropriations project	House of Representatives	n/a	Economic Development
Beautification Grant Program	FDOT	\$100K	Plants, soil amendment, irrigation
District Cost-share Program	St. Johns River Water Management District (SJRWMD)	Up to 50%	Water supply, conservation, springs
FL Recreation Development Assistance Program (FRDAP)	Florida Department of Environmental Protection (DEP)	\$200K	Land for outdoor rec purposes
Home Town Grant	T-Mobile	\$50K	Projects that foster local connections
People for Bikes Grants	PeopleforBikes	\$5-10K	Bicycle infrastructure projects
Tax Increment Financing	n/a	n/a	ROW infrastructure, beautification, parks



Funding

Long-Term

Grant Name	Agency	Funding Max	Types of Projects
Appropriations project	House of Representatives	n/a	Economic Development
Community Block Development Grant (CDBG) - Florida Small Cities	Florida Department of Commerce	\$100K	Many
Community Planning Technical Assistance Grant (CPTAG)	Florida Department of Commerce	Up to 50%	Many
Community Project Funding (CPF) Requests	Congress	\$200K	Any
Cultural Facilities Program	Florida Department of State (DOS)	\$200-500K	A purpose-built or single use facility that will solely be used for any of the arts and cultural disciplines
EDA Planning and Local Technical Assistance Programs	United States Economic Development Administration (EDA)	n/a	Economic development plans
Safe Streets for All (SS4A) Implementation Grant	US Department of Transportation	\$25M	Pedestrian safety enhancements and implementation grant activities



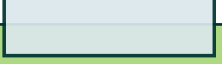
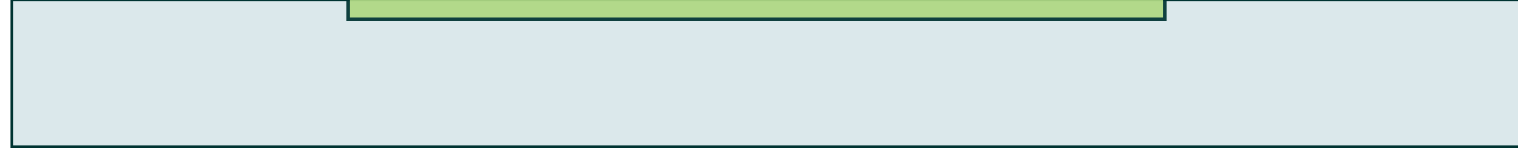
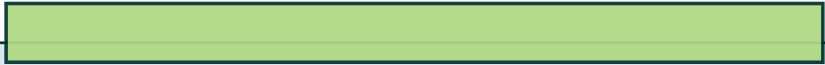
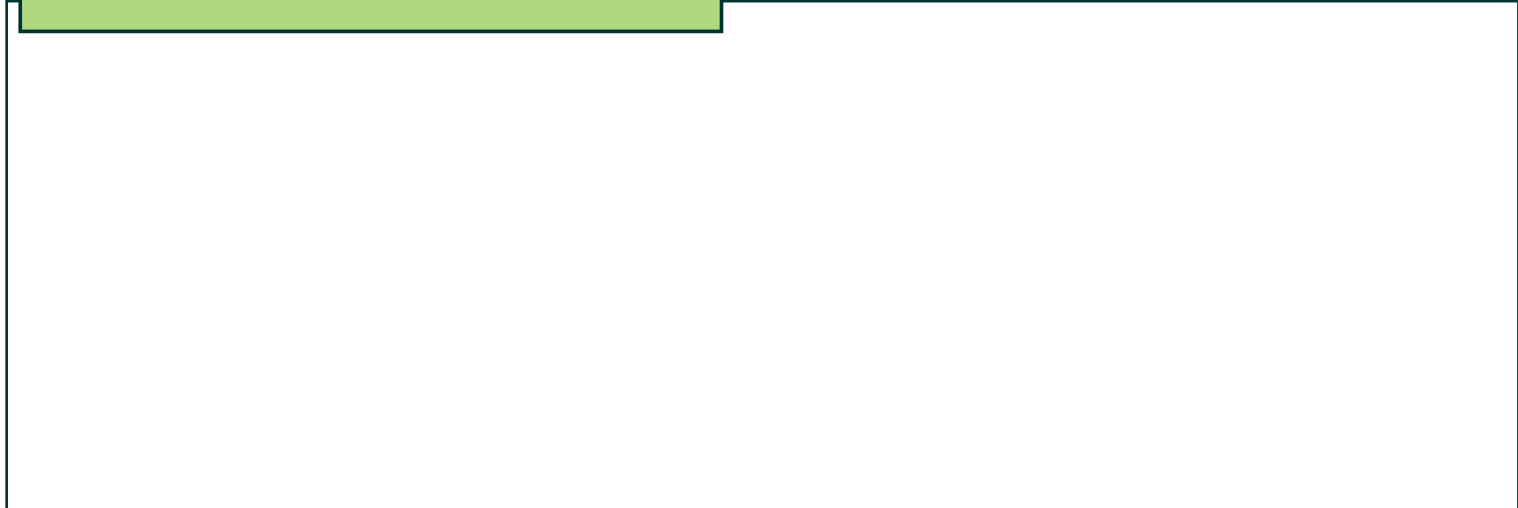
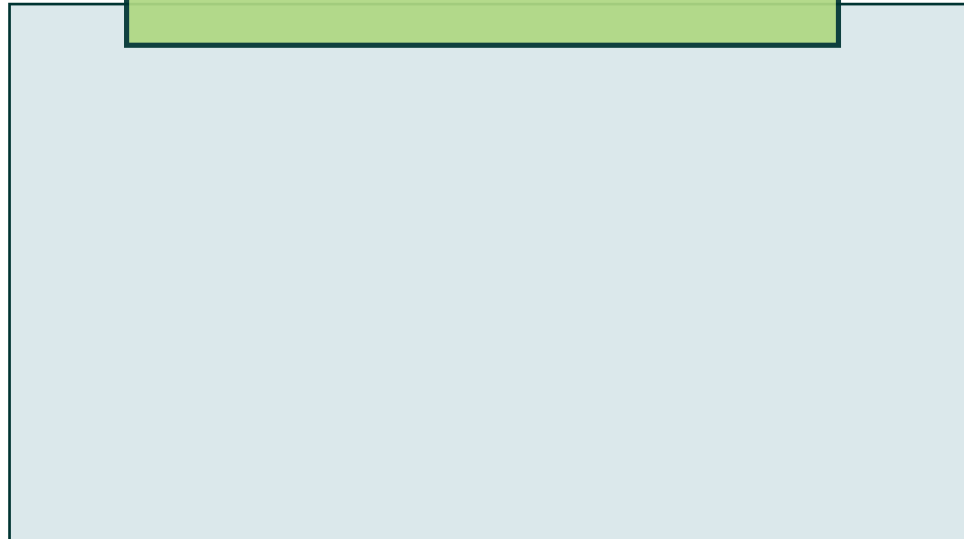
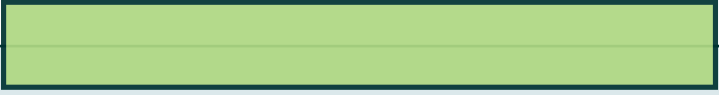
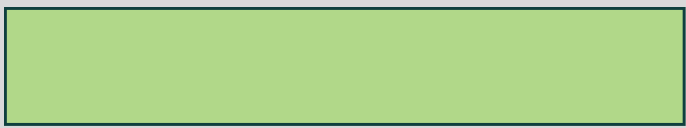
Questions and/or comments?

Blair Knighting, AICP
Blair.knighting@kimley-horn.com
904-828-3900



Attachment
“C”
NEFRC Information

Commissioner Krista Joseph - St. Johns County
Commissioner Clay Murphy - St. Johns County
Council Member Charles Gambaro - City of Palm Coast





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County
Commissioners

DATE:

FROM: The Clerks Office

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

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
-------------	------	-------------	-----------

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	2/4/2025 - 11:55 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval to post Notice of Intent to Award Bid No. 24/25-008, Greenway Trail and Paving Project to Besch and Smith Civil Group Inc. in the amount of \$2,449,383.90. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source(s):

- Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - Greenway Trail Construction Grant (FDOT) - Infrastructure
- Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Live Oak Construction - Infrastructure
- Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - Clay County Greenways Expansion - Infrastructure
- Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Clay County Greenways Expansion - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid submittals were reviewed by Engineering Department and GAI, Engineer of Record that Design the project

The County requested Bids from General Contractors for the construction of the Northeast Florida Greenway Trail from Live Oak Lane to the entrance of Jennings State Park.

Substantial Completion shall be accomplished within 300 days from Notice to Proceed. Final Completion shall be accomplished within 345 days from Notice to Proceed. This project is partially funded by FDOT.

947 Suppliers were notified

54 Suppliers downloaded the Request for Bids

5 Bids were received

8 Contractors attended the Mandatory Pre-Bid meeting

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

Funding Source(s):

- Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - Greenway Trail Construction Grant (FDOT) - Infrastructure
- Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Live Oak Construction - Infrastructure
- Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - Clay County Greenways Expansion - Infrastructure
- Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Clay County Greenways Expansion - Infrastructure

Account No(s):

- FD3003 - CC1233 - PRJ100407 - SC563000
- FD3003 - CC1232 - PRJ100559 - SC563000
- FD3003 - CC1233 - PRJ100560 - SC563000
- FD3003 - CC1232 - PRJ100560 - SC563000

Sole Source (Yes\No): Advanced Payment
No (Yes\No):

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

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Bid Back up	Backup Material	2/6/2025	Bid_Backup_Bid_No._2425-008.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	2/5/2025 - 4:56 PM	Item Pushed to Agenda



BID RECOMMENDATION FORM

TITLE:

RFB No. 24/25-008, Greenway Trail and Paving Project

DATE OF RECOMMENDATION:

February 04, 2025

BIDDERS

Besch and Smith Civil Group, Inc

CGC, Inc.

C.W. Matthews Contracting Co., Inc

DB Civil Construction, LLC

J.B. Coxwell Contracting, Inc.

BID TOTAL

\$2,449,383.90

\$3,942,747.00

\$3,442,979.99

\$2,829,816.00

\$2,937,636.15

FUNDING SOURCE:

CIP Fund - All Grants Organization - Greenway Trail Construction Grant (FDOT) - Infrastructure & CIP Fund - Non Capital Improvement Element - Live Oak Lane Construction - Infrastructure & CIP Fund - All Grants Organization - Clay County

Greenways Expansion - Infrastructure & CIP Fund - Non Capital Improvement Element - Clay County Greenways Expansion - Infrastructure

RECOMMENDATION:

Besch and Smith Civil Group Inc.

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

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:

Richard C. Smith, Jr., P.E. Director Engineering and Traffic Operations

SIGNATURE:

Richard C. Smith, Jr. 2/4/2025



Jacksonville Office
12574 Flagler Center Blvd
Suite 202
Jacksonville, Florida 32258

T 904.363.1110
F 904.363.1115

February 3, 2025

Mr. Earl Boyd
Senior Construction Manager
Clay County Board of County Commissioners

Live Oak Lane Bid Review

Dear Mr. Boyd:

GAI has reviewed the Northeast Florida Greenway Trail and Paving Project (RFB No. 24/25-008) bid tabulation and the bid package of the lowest responsive bidder, Besch and Smith Civil Group, Inc. GAI takes no exception to awarding the construction contract to Besch and Smith Civil Group, Inc.

Sincerely,

A handwritten signature in blue ink that reads "Robert B. Jamieson".

Robert B Jamieson, PE
Assistant Vice-President
GAI Consultants, Inc.

BID TABULATION FORM

Bid: 24/25-008

Date:

January 31, 2026

Proj: **Greenway Trail and Paving Project**

Time Open:

9:00 AM

Ad: Clay Today, December 19, 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	Bid Bond	Addendum	Base Bid Total
1	Besch and Smith Civil Group, Inc	Yes	Yes	\$ 2,449,383.90
2	C.W. Matthews Contracting Co., Inc	Yes	Yes	\$ 3,442,979.99
3	CGC, Inc	Yes	Yes	\$ 3,942,747.00
4	D.B. Civil Construction, LLC	Yes	Yes	\$ 2,829,816.00
5	J.B. Coxwell Contracting, Inc	Yes	Yes	\$ 2,937,636.15
6				
7				
8				
9				
10				
11				
12				



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

EVALUATION TABULATION
RFB No. 24/25-008
Greenway Trail and Paving Project
RESPONSE DEADLINE: January 30, 2025 at 4:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
BESCH AND SMITH CIVIL GROUP, INC	\$2,449,383.90
DB Civil Construction, LLC	\$2,829,816.00
J. B. Coxwell Contracting, Inc	\$2,937,636.15
C.W. Matthews Contracting Co., Inc	\$3,442,979.99
CGC, Inc	\$3,942,747.00

				BESCH AND SMITH CIVIL GROUP, INC		CGC, Inc		C.W. Matthews Contracting Co., Inc		DB Civil Construction, LLC		J. B. Coxwell Contracting, Inc	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization	1	LS	\$285,579.00	\$285,579.00	\$707,422.24	\$707,422.24	\$578,592.93	\$578,592.93	\$195,000.00	\$195,000.00	\$597,227.00	\$597,227.00
2	Work Zone Sign	1	LS	\$7,404.64	\$7,404.64	\$36,978.00	\$36,978.00	\$15,898.37	\$15,898.37	\$7,000.00	\$7,000.00	\$7,607.00	\$7,607.00
3	Channelizing Device	1	LS	\$38,995.09	\$38,995.09	\$93,554.00	\$93,554.00	\$12,733.72	\$12,733.72	\$6,500.00	\$6,500.00	\$137,852.00	\$137,852.00
4	Sediment Barrier	16600	LF	\$5.50	\$91,300.00	\$3.00	\$49,800.00	\$3.27	\$54,282.00	\$1.50	\$24,900.00	\$2.00	\$33,200.00
5	Litter Removal	11	AC	\$1,663.69	\$18,300.59	\$650.00	\$7,150.00	\$172.46	\$1,897.06	\$50.00	\$550.00	\$42.00	\$462.00
6	Mowing	11	AC	\$1,322.39	\$14,546.29	\$650.00	\$7,150.00	\$368.85	\$4,057.35	\$150.00	\$1,650.00	\$61.00	\$671.00
7	Clear & Grub (Limit	11	AC	\$9,006.92	\$99,076.12	\$12,000.00	\$132,000.00	\$21,170.59	\$232,876.49	\$6,000.00	\$66,000.00	\$4,410.00	\$48,510.00
8	Mailbox	12	AS	\$765.39	\$9,184.68	\$500.00	\$6,000.00	\$540.20	\$6,482.40	\$200.00	\$2,400.00	\$317.00	\$3,804.00
9	Excavation	16624	CY	\$10.09	\$167,736.16	\$20.00	\$332,480.00	\$10.95	\$182,032.80	\$17.00	\$282,608.00	\$7.25	\$120,524.00
10	Embankment	3312	CY	\$4.55	\$15,069.60	\$20.00	\$66,240.00	\$36.56	\$121,086.72	\$27.00	\$89,424.00	\$30.00	\$99,360.00
11	Type B Stabilization	37699	SY	\$5.57	\$209,983.43	\$12.50	\$471,237.50	\$12.81	\$482,924.19	\$12.00	\$452,388.00	\$6.25	\$235,618.75
12	OBG 1	10515	SY	\$11.67	\$122,710.05	\$16.00	\$168,240.00	\$14.35	\$150,890.25	\$14.50	\$152,467.50	\$13.00	\$136,695.00
13	OBG 4	22426	SY	\$15.17	\$340,202.42	\$20.00	\$448,520.00	\$19.79	\$443,810.54	\$18.50	\$414,881.00	\$16.50	\$370,029.00
14	FC Type 12.5	3264	TN	\$220.47	\$719,614.08	\$246.00	\$802,944.00	\$229.43	\$748,859.52	\$235.00	\$767,040.00	\$227.00	\$740,928.00
15	Concrete Ditch Pav	1201	SY	\$68.21	\$81,920.21	\$158.00	\$189,758.00	\$120.93	\$145,236.93	\$95.00	\$114,095.00	\$101.00	\$121,301.00
16	Fencing, Type A, 4.0	418	LF	\$30.22	\$12,631.96	\$20.00	\$8,360.00	\$17.92	\$7,490.56	\$48.00	\$20,064.00	\$11.00	\$4,598.00
17	Fencing, Type A, 4.0	2056	LF	\$14.99	\$30,819.44	\$33.00	\$67,848.00	\$21.99	\$45,211.44	\$25.00	\$51,400.00	\$11.00	\$22,616.00
18	Fencing, Wood, Res	362	LF	\$14.67	\$5,310.54	\$65.00	\$23,530.00	\$71.06	\$25,723.72	\$30.00	\$10,860.00	\$19.75	\$7,149.50
19	Performance Turf, S	21295	SY	\$3.33	\$70,912.35	\$6.00	\$127,770.00	\$3.28	\$69,847.60	\$3.50	\$74,532.50	\$7.00	\$149,065.00
20	Single Post Sign	18	AS	\$571.62	\$10,289.16	\$1,200.00	\$21,600.00	\$537.54	\$9,675.72	\$500.00	\$9,000.00	\$519.00	\$9,342.00
21	Single Post Sign, Re	11	AS	\$58.70	\$645.70	\$215.00	\$2,365.00	\$59.73	\$657.03	\$60.00	\$660.00	\$52.50	\$577.50
22	6" White Stripe	2.88	GM	\$9,543.99	\$27,486.6912	\$17,641.00	\$50,806.08	\$8,003.30	\$23,049.504	\$8,000.00	\$23,040.00	\$9,765.00	\$28,123.20
23	12" white Stripe	223	LF	\$6.46	\$1,440.58	\$8.00	\$1,784.00	\$12.54	\$2,796.42	\$12.00	\$2,676.00	\$8.50	\$1,895.50
24	24" White Stripe	116	LF	\$35.00	\$4,060.00	\$15.00	\$1,740.00	\$16.13	\$1,871.08	\$15.00	\$1,740.00	\$14.50	\$1,682.00
25	6" Yellow Stripe	2.98	GM	\$9,544.18	\$28,441.6564	\$17,641.00	\$52,570.18	\$8,003.30	\$23,849.834	\$8,000.00	\$23,840.00	\$9,765.00	\$29,099.70
26	Ditch Bottom Inlet,	2	EA	\$4,588.69	\$9,177.38	\$10,000.00	\$20,000.00	\$10,854.53	\$21,709.06	\$6,000.00	\$12,000.00	\$3,864.00	\$7,728.00
27	Pipe Culvert, Opt. M	140	LF	\$136.69	\$19,136.60	\$235.00	\$32,900.00	\$124.25	\$17,395.00	\$90.00	\$12,600.00	\$121.00	\$16,940.00
28	MES, Opt. Material	3	EA	\$2,469.83	\$7,409.49	\$4,000.00	\$12,000.00	\$4,013.92	\$12,041.76	\$3,500.00	\$10,500.00	\$1,677.00	\$5,031.00
	Total				\$2,449,383.9076		\$3,942,747.00		\$3,442,979.998		\$2,829,816.00		\$2,937,636.15



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

[BESCH AND SMITH CIVIL GROUP INC.] RESPONSE DOCUMENT REPORT

RFB No. 24/25-008

Greenway Trail and Paving Project

RESPONSE DEADLINE: January 30, 2025 at 4:00 pm

BESCH AND SMITH CIVIL GROUP INC. Response

CONTACT INFORMATION

Company:

BESCH AND SMITH CIVIL GROUP INC.

Email:

hblanton@beschandsmith.com

Contact:

Herbert Blanton

Address:

345 Cumberland Industrial Ct
St Augustine, FL 32095

Phone:

N/A

Website:

www.beschandsmith.com

Submission Date:

Jan 30, 2025 7:04 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 28, 2025 4:41 PM by Tyler Roden

Addendum #2
Confirmed Jan 28, 2025 4:41 PM by Tyler Roden

Addendum #3
Confirmed Jan 28, 2025 4:41 PM by Tyler Roden

PRICE TABLES

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	101-1	Mobilization	1	LS	\$285,579.00	\$285,579.00
2	102-60	Work Zone Sign	1	LS	\$7,404.64	\$7,404.64
3	102-74-1	Channelizing Device	1	LS	\$38,995.09	\$38,995.09
4	104-10-3	Sediment Barrier	16,600	LF	\$5.50	\$91,300.00
5	107-1	Litter Removal	11	AC	\$1,663.69	\$18,300.59
6	107-2	Mowing	11	AC	\$1,322.39	\$14,546.29
7	110-1-1	Clear & Grub (Limits of Construction)	11	AC	\$9,006.92	\$99,076.12
8	110-7-1	Mailbox	12	AS	\$765.39	\$9,184.68
9	120-1	Excavation	16,624	CY	\$10.09	\$167,736.16

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
10	120-6	Embankment	3,312	CY	\$4.55	\$15,069.60
11	160-4	Type B Stabilization	37,699	SY	\$5.57	\$209,983.43
12	285-701	OBG 1	10,515	SY	\$11.67	\$122,710.05
13	285-706	OBG 4	22,426	SY	\$15.17	\$340,202.42
14	337-7-83	FC Type 12.5	3,264	TN	\$220.47	\$719,614.08
15	524-1-1	Concrete Ditch Pavt, Non-Reinforced, 3"	1,201	SY	\$68.21	\$81,920.21
16	550-10-110	Fencing, Type A, 4.0 ft, Standard	418	LF	\$30.22	\$12,631.96
17	550-10-118	Fencing, Type A, 4.0 ft, Reset Existing	2,056	LF	\$14.99	\$30,819.44
18	550-10-418	Fencing, Wood, Reset Existing	362	LF	\$14.67	\$5,310.54
19	570-1-2	Performance Turf, Sod	21,295	SY	\$3.33	\$70,912.35
20	700-1-11	Single Post Sign	18	AS	\$571.62	\$10,289.16
21	700-1-60	Single Post Sign, Remove	11	AS	\$58.70	\$645.70
22	710-11-101	6" White Stripe	2.88	GM	\$9,543.99	\$27,486.6912
23	710-11-123	12" white Stripe	223	LF	\$6.46	\$1,440.58
24	710-11-125	24" White Stripe	116	LF	\$35.00	\$4,060.00
25	710-11-201	6" Yellow Stripe	2.98	GM	\$9,544.18	\$28,441.6564

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
26	425-1-521	Ditch Bottom Inlet, Type C, <10'	2	EA	\$4,588.69	\$9,177.38
27	430-175-118	Pipe Culvert, Opt. Material, 18" Round	140	LF	\$136.69	\$19,136.60
28	430-982-125	MES, Opt. Material, Round, 18" CD	3	EA	\$2,469.83	\$7,409.49
TOTAL						\$2,449,383.9076



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

[C.W. MATTHEWS CONTRACTING CO., INC.] RESPONSE DOCUMENT REPORT

RFB No. 24/25-008

Greenway Trail and Paving Project

RESPONSE DEADLINE: January 30, 2025 at 4:00 pm

C.W. Matthews Contracting Co., Inc. Response

CONTACT INFORMATION

Company:

C.W. Matthews Contracting Co., Inc.

Email:

jzenone@cwmatthews.com

Contact:

James Zenone

Address:

1275 CR 210 W
Saint Johns, FL 32259

Phone:

(904) 559-1728

Website:

www.cwmatthews.com

Submission Date:

Jan 30, 2025 2:54 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 17, 2025 9:44 AM by James Zenone

Addendum #2
Confirmed Jan 20, 2025 7:07 AM by James Zenone

Addendum #3
Confirmed Jan 21, 2025 2:04 PM by James Zenone

PRICE TABLES

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	101-1	Mobilization	1	LS	\$578,592.93	\$578,592.93
2	102-60	Work Zone Sign	1	LS	\$15,898.37	\$15,898.37
3	102-74-1	Channelizing Device	1	LS	\$12,733.72	\$12,733.72
4	104-10-3	Sediment Barrier	16,600	LF	\$3.27	\$54,282.00
5	107-1	Litter Removal	11	AC	\$172.46	\$1,897.06
6	107-2	Mowing	11	AC	\$368.85	\$4,057.35
7	110-1-1	Clear & Grub (Limits of Construction)	11	AC	\$21,170.59	\$232,876.49
8	110-7-1	Mailbox	12	AS	\$540.20	\$6,482.40
9	120-1	Excavation	16,624	CY	\$10.95	\$182,032.80

[C.W. MATTHEWS CONTRACTING CO., INC.] RESPONSE DOCUMENT REPORT
RFB No. 24/25-008
Greenway Trail and Paving Project

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
10	120-6	Embankment	3,312	CY	\$36.56	\$121,086.72
11	160-4	Type B Stabilization	37,699	SY	\$12.81	\$482,924.19
12	285-701	OBG 1	10,515	SY	\$14.35	\$150,890.25
13	285-706	OBG 4	22,426	SY	\$19.79	\$443,810.54
14	337-7-83	FC Type 12.5	3,264	TN	\$229.43	\$748,859.52
15	524-1-1	Concrete Ditch Pavt, Non-Reinforced, 3"	1,201	SY	\$120.93	\$145,236.93
16	550-10-110	Fencing, Type A, 4.0 ft, Standard	418	LF	\$17.92	\$7,490.56
17	550-10-118	Fencing, Type A, 4.0 ft, Reset Existing	2,056	LF	\$21.99	\$45,211.44
18	550-10-418	Fencing, Wood, Reset Existing	362	LF	\$71.06	\$25,723.72
19	570-1-2	Performance Turf, Sod	21,295	SY	\$3.28	\$69,847.60
20	700-1-11	Single Post Sign	18	AS	\$537.54	\$9,675.72
21	700-1-60	Single Post Sign, Remove	11	AS	\$59.73	\$657.03
22	710-11-101	6" White Stripe	2.88	GM	\$8,003.30	\$23,049.504
23	710-11-123	12" white Stripe	223	LF	\$12.54	\$2,796.42
24	710-11-125	24" White Stripe	116	LF	\$16.13	\$1,871.08
25	710-11-201	6" Yellow Stripe	2.98	GM	\$8,003.30	\$23,849.834

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
26	425-1-521	Ditch Bottom Inlet, Type C, <10'	2	EA	\$10,854.53	\$21,709.06
27	430-175-118	Pipe Culvert, Opt. Material, 18" Round	140	LF	\$124.25	\$17,395.00
28	430-982-125	MES, Opt. Material, Round, 18" CD	3	EA	\$4,013.92	\$12,041.76
TOTAL						\$3,442,979.998



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

[CGC, INC.] RESPONSE DOCUMENT REPORT

RFB No. 24/25-008

Greenway Trail and Paving Project

RESPONSE DEADLINE: January 30, 2025 at 4:00 pm

CGC, Inc. Response

CONTACT INFORMATION

Company:

CGC, Inc.

Email:

office@cgccivil.com

Contact:

Richard Cannon Gaskin, Jr.

Address:

7036 12th Street W.
Jacksonville, FL 32220

Phone:

(904) 783-4119

Website:

N/A

Submission Date:

Jan 30, 2025 1:59 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 30, 2025 1:15 PM by Tammy Burkard

Addendum #2
Confirmed Jan 30, 2025 1:15 PM by Tammy Burkard

Addendum #3
Confirmed Jan 30, 2025 1:15 PM by Tammy Burkard

PRICE TABLES

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	101-1	Mobilization	1	LS	\$707,422.24	\$707,422.24
2	102-60	Work Zone Sign	1	LS	\$36,978.00	\$36,978.00
3	102-74-1	Channelizing Device	1	LS	\$93,554.00	\$93,554.00
4	104-10-3	Sediment Barrier	16,600	LF	\$3.00	\$49,800.00
5	107-1	Litter Removal	11	AC	\$650.00	\$7,150.00
6	107-2	Mowing	11	AC	\$650.00	\$7,150.00
7	110-1-1	Clear & Grub (Limits of Construction)	11	AC	\$12,000.00	\$132,000.00
8	110-7-1	Mailbox	12	AS	\$500.00	\$6,000.00
9	120-1	Excavation	16,624	CY	\$20.00	\$332,480.00

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
10	120-6	Embankment	3,312	CY	\$20.00	\$66,240.00
11	160-4	Type B Stabilization	37,699	SY	\$12.50	\$471,237.50
12	285-701	OBG 1	10,515	SY	\$16.00	\$168,240.00
13	285-706	OBG 4	22,426	SY	\$20.00	\$448,520.00
14	337-7-83	FC Type 12.5	3,264	TN	\$246.00	\$802,944.00
15	524-1-1	Concrete Ditch Pavt, Non-Reinforced, 3"	1,201	SY	\$158.00	\$189,758.00
16	550-10-110	Fencing, Type A, 4.0 ft, Standard	418	LF	\$20.00	\$8,360.00
17	550-10-118	Fencing, Type A, 4.0 ft, Reset Existing	2,056	LF	\$33.00	\$67,848.00
18	550-10-418	Fencing, Wood, Reset Existing	362	LF	\$65.00	\$23,530.00
19	570-1-2	Performance Turf, Sod	21,295	SY	\$6.00	\$127,770.00
20	700-1-11	Single Post Sign	18	AS	\$1,200.00	\$21,600.00
21	700-1-60	Single Post Sign, Remove	11	AS	\$215.00	\$2,365.00
22	710-11-101	6" White Stripe	2.88	GM	\$17,641.00	\$50,806.08
23	710-11-123	12" white Stripe	223	LF	\$8.00	\$1,784.00
24	710-11-125	24" White Stripe	116	LF	\$15.00	\$1,740.00
25	710-11-201	6" Yellow Stripe	2.98	GM	\$17,641.00	\$52,570.18

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
26	425-1-521	Ditch Bottom Inlet, Type C, <10'	2	EA	\$10,000.00	\$20,000.00
27	430-175-118	Pipe Culvert, Opt. Material, 18" Round	140	LF	\$235.00	\$32,900.00
28	430-982-125	MES, Opt. Material, Round, 18" CD	3	EA	\$4,000.00	\$12,000.00
TOTAL						\$3,942,747.00



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

[DB CIVIL CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFB No. 24/25-008

Greenway Trail and Paving Project

RESPONSE DEADLINE: January 30, 2025 at 4:00 pm

DB Civil Construction Response

CONTACT INFORMATION

Company:

DB Civil Construction

Email:

estimating@dbcivilconstruction.com

Contact:

David Borchert

Address:

4475 US-1 South, Suite 707
St Augustine, FL 32086

Phone:

(386) 256-7460

Website:

N/A

Submission Date:

Jan 30, 2025 12:51 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 28, 2025 2:15 PM by David Borchert

Addendum #2
Confirmed Jan 28, 2025 2:15 PM by David Borchert

Addendum #3
Confirmed Jan 28, 2025 2:15 PM by David Borchert

PRICE TABLES

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	101-1	Mobilization	1	LS	\$195,000.00	\$195,000.00
2	102-60	Work Zone Sign	1	LS	\$7,000.00	\$7,000.00
3	102-74-1	Channelizing Device	1	LS	\$6,500.00	\$6,500.00
4	104-10-3	Sediment Barrier	16,600	LF	\$1.50	\$24,900.00
5	107-1	Litter Removal	11	AC	\$50.00	\$550.00
6	107-2	Mowing	11	AC	\$150.00	\$1,650.00
7	110-1-1	Clear & Grub (Limits of Construction)	11	AC	\$6,000.00	\$66,000.00
8	110-7-1	Mailbox	12	AS	\$200.00	\$2,400.00
9	120-1	Excavation	16,624	CY	\$17.00	\$282,608.00

[DB CIVIL CONSTRUCTION] RESPONSE DOCUMENT REPORT
RFB No. 24/25-008
Greenway Trail and Paving Project

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
10	120-6	Embankment	3,312	CY	\$27.00	\$89,424.00
11	160-4	Type B Stabilization	37,699	SY	\$12.00	\$452,388.00
12	285-701	OBG 1	10,515	SY	\$14.50	\$152,467.50
13	285-706	OBG 4	22,426	SY	\$18.50	\$414,881.00
14	337-7-83	FC Type 12.5	3,264	TN	\$235.00	\$767,040.00
15	524-1-1	Concrete Ditch Pavt, Non-Reinforced, 3"	1,201	SY	\$95.00	\$114,095.00
16	550-10-110	Fencing, Type A, 4.0 ft, Standard	418	LF	\$48.00	\$20,064.00
17	550-10-118	Fencing, Type A, 4.0 ft, Reset Existing	2,056	LF	\$25.00	\$51,400.00
18	550-10-418	Fencing, Wood, Reset Existing	362	LF	\$30.00	\$10,860.00
19	570-1-2	Performance Turf, Sod	21,295	SY	\$3.50	\$74,532.50
20	700-1-11	Single Post Sign	18	AS	\$500.00	\$9,000.00
21	700-1-60	Single Post Sign, Remove	11	AS	\$60.00	\$660.00
22	710-11-101	6" White Stripe	2.88	GM	\$8,000.00	\$23,040.00
23	710-11-123	12" white Stripe	223	LF	\$12.00	\$2,676.00
24	710-11-125	24" White Stripe	116	LF	\$15.00	\$1,740.00
25	710-11-201	6" Yellow Stripe	2.98	GM	\$8,000.00	\$23,840.00

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
26	425-1-521	Ditch Bottom Inlet, Type C, <10'	2	EA	\$6,000.00	\$12,000.00
27	430-175-118	Pipe Culvert, Opt. Material, 18" Round	140	LF	\$90.00	\$12,600.00
28	430-982-125	MES, Opt. Material, Round, 18" CD	3	EA	\$3,500.00	\$10,500.00
TOTAL						\$2,829,816.00



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

[J. B. COXWELL CONTRACTING, INC.] RESPONSE DOCUMENT REPORT

RFB No. 24/25-008

Greenway Trail and Paving Project

RESPONSE DEADLINE: January 30, 2025 at 4:00 pm

J. B. Coxwell Contracting, Inc. Response

CONTACT INFORMATION

Company:

J. B. Coxwell Contracting, Inc.

Email:

garlandc@jbcxwell.com

Contact:

Garland Chick

Address:

6741 Lloyd Rd W
Jacksonville, FL 32254

Phone:

(904) 786-1120

Website:

N/A

Submission Date:

Jan 30, 2025 2:36 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 30, 2025 9:57 AM by Garland Chick

Addendum #2
Confirmed Jan 30, 2025 9:57 AM by Garland Chick

Addendum #3
Confirmed Jan 30, 2025 9:57 AM by Garland Chick

PRICE TABLES

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	101-1	Mobilization	1	LS	\$597,227.00	\$597,227.00
2	102-60	Work Zone Sign	1	LS	\$7,607.00	\$7,607.00
3	102-74-1	Channelizing Device	1	LS	\$137,852.00	\$137,852.00
4	104-10-3	Sediment Barrier	16,600	LF	\$2.00	\$33,200.00
5	107-1	Litter Removal	11	AC	\$42.00	\$462.00
6	107-2	Mowing	11	AC	\$61.00	\$671.00
7	110-1-1	Clear & Grub (Limits of Construction)	11	AC	\$4,410.00	\$48,510.00
8	110-7-1	Mailbox	12	AS	\$317.00	\$3,804.00
9	120-1	Excavation	16,624	CY	\$7.25	\$120,524.00

[J. B. COXWELL CONTRACTING, INC.] RESPONSE DOCUMENT REPORT
RFB No. 24/25-008
Greenway Trail and Paving Project

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
10	120-6	Embankment	3,312	CY	\$30.00	\$99,360.00
11	160-4	Type B Stabilization	37,699	SY	\$6.25	\$235,618.75
12	285-701	OBG 1	10,515	SY	\$13.00	\$136,695.00
13	285-706	OBG 4	22,426	SY	\$16.50	\$370,029.00
14	337-7-83	FC Type 12.5	3,264	TN	\$227.00	\$740,928.00
15	524-1-1	Concrete Ditch Pavt, Non-Reinforced, 3"	1,201	SY	\$101.00	\$121,301.00
16	550-10-110	Fencing, Type A, 4.0 ft, Standard	418	LF	\$11.00	\$4,598.00
17	550-10-118	Fencing, Type A, 4.0 ft, Reset Existing	2,056	LF	\$11.00	\$22,616.00
18	550-10-418	Fencing, Wood, Reset Existing	362	LF	\$19.75	\$7,149.50
19	570-1-2	Performance Turf, Sod	21,295	SY	\$7.00	\$149,065.00
20	700-1-11	Single Post Sign	18	AS	\$519.00	\$9,342.00
21	700-1-60	Single Post Sign, Remove	11	AS	\$52.50	\$577.50
22	710-11-101	6" White Stripe	2.88	GM	\$9,765.00	\$28,123.20
23	710-11-123	12" white Stripe	223	LF	\$8.50	\$1,895.50
24	710-11-125	24" White Stripe	116	LF	\$14.50	\$1,682.00
25	710-11-201	6" Yellow Stripe	2.98	GM	\$9,765.00	\$29,099.70

Line Item	FDOT Pay Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
26	425-1-521	Ditch Bottom Inlet, Type C, <10'	2	EA	\$3,864.00	\$7,728.00
27	430-175-118	Pipe Culvert, Opt. Material, 18" Round	140	LF	\$121.00	\$16,940.00
28	430-982-125	MES, Opt. Material, Round, 18" CD	3	EA	\$1,677.00	\$5,031.00
TOTAL						\$2,937,636.15

3. Scope of Work

3.1. Purpose

Clay County Board of County Commissioners (County) is requesting Bids from licensed Contractors for the construction of the Northeast Florida Greenway Trail from Live Oak Lane to the entrance of Jennings State Park.

This project includes but is not limited to, erosion control, clearing & grubbing, excavation, base course, asphalt, and striping per the plans and specifications associated with this Request for Bid (RFB).

3.2. Grant Funded

This Project is being supported, in whole or in part, by the Florida Department of Transportation (FDOT) through the following Financial Project Numbers:

- FPN 449202-2-54-01
- FPN 449202-4-54-01

3.3. Pre-Qualifications

The Contractor and/or subcontractors shall be Florida Department of Transportation (FDOT) Pre-Qualified in the following fields:

- A. Flexible Pavement
- B. Grading
- C. Pavement Marking
- D. Roadway Signage

The Contractor at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to the Contractors' profession or business. Contractor shall provide proof of all certifications and/or registrations by the State of Florida applicable to the work requested in the Request for Bids.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

3.4. 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.

3.5. Work Hours

Workdays and hours shall be 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.

3.6. 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

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.

3.7. 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.

3.8. 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.

3.9. Contractor and Subcontractor Requirements

- A. The Contractor shall be licensed to perform all work listed in the Scope of Work provided.
- B. Contractor shall obtain all permits to complete the project in accordance with the contract documents.
- C. All work will be performed in accordance with the most applicable state and local regulations.

- D. The Contractor shall own or have full access to the appropriate personnel and equipment to complete the project requested.
- E. Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.
- F. 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.
- G. 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.
- H. Contractors must have been in business for a minimum of 5 years doing similar work.

3.10. 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.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. 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.

3.15. Warranty

The Contractor shall provide a warranty for all workmanship and materials for a period of two (2) years. Warranty will begin from the date of final acceptance.

3.16. Term

Substantial Completion shall be accomplished within 300 days from Notice to Proceed.

Final Completion shall be accomplished within 345 days from Notice to Proceed.

3.17. Liquidated Damages

The Daily charge for Liquidated Damages shall be in accordance with Section 8-10 of the FDOT Specifications.

3.18. Performance Evaluation

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

3.19. 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.

3.20. 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.





Project View Count






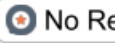




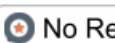
1132






Vendor Funnel

 Followers	33
 Downloaders	54
 Applicants	6
 No Bids	0
 Submissions	5

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
Annexis <i>tarun.annexis@gmail.com</i>		✓			
BESCH AND SMITH CIVIL GROU <i>hblanton@beschandsmith.com</i>	✓	✓	✓		✓
BESCH AND SMITH CIVIL GROU <i>tyler@beschandsmith.com</i>	✓	✓			
Bob's Barricades <i>jbaldwin@bobsbarricades.com</i>		✓			
C&H Marine Construction  <i>jeff@candhmarine.com</i>		✓			
C.W. Matthews Contracting Co., I <i>jzenone@cwmatthews.com</i>	✓	✓	✓		✓
CGC, Inc.  <i>office@cgccivil.com</i>	✓	✓	✓		✓
CSI Geo, Inc.  <i>lcapstick@csi-geo.com</i>		✓			
CURT'S CONSTRUCTION  <i>estimating@curtscon.com</i>	✓	✓			

Castle Bay Design Studio - Lands <i>jonathan@castlebaydesignstudio.co</i>		✓				
Conner Construction and Demolit <i>david@connerservices.us</i>	✓					
Conner Construction and Demolit <i>bob@connerservices.us</i>		✓				
ConstructConnect  <i>content@constructconnect.com</i>	✓	✓				
Construction Bid Source <i>tgephart@constructionbidsource.con</i>		✓				
DB Civil Construction  <i>estimating@dbcivilconstruction.com</i>	✓	✓	✓			✓
Delamere Industries  <i>d.parr@delamereindustries.com</i>	✓	✓				
Dodge Data And Analytics  <i>jayalakshmil@construction.com</i>	✓	✓				
Dodge Data And Analytics  <i>dodge.docs@construction.com</i>	✓					
Duval Asphalt Products, Inc.  <i>cwright@duvalasphalt.com</i>	✓	✓				
EltonAlan Incorporated  <i>tony@eltonalan.com</i>	✓	✓				
Florida Surety Bonds, Inc.  <i>kim@floridasuretybonds.com</i>	✓					
Florida Surety Bonds, Inc.  <i>sarah@floridasuretybonds.com</i>	✓					
GRSC  <i>nefl@grscinc.net</i>	✓	✓				
Global Sign & Awning  <i>jim@globalsigncompany.com</i>	✓	✓				
Greenway Bridge, LLC  <i>greenwaybridgeco@icloud.com</i>	✓	✓				
Hassell Co Int LLC	✓	✓				

<i>masterhci@outlook.com</i>					
Hubbard Construction Company <i>asphalt.estimate@hubbard.com</i>	✓	✓			
J. B. Coxwell Contracting, Inc.  <i>garlandc@jbcowell.com</i>	✓	✓	✓		✓
JT Ruby Contracting Inc  No R <i>jtrcontractingsvc@gmail.com</i>	✓	✓			
LIBERTY LANDSCAPE SUPPLY <i>johns@libertylandscapesupply.com</i>		✓			
Lewiston <i>noneya@yahoo.com</i>		✓			
Lincoln Surety Group <i>mark@lincolnsuretygroup.com</i>	✓	✓			
Maloy Grading Corporation <i>maloygrading@outlook.com</i>	✓	✓			
Margin Development <i>samuelrobertperez@gmail.com</i>	✓	✓			
Mark W Keels Construction, LLC <i>mwkeels@yahoo.com</i>	✓	✓			
Mid State Builders Exchange Inc <i>hugh@bxplanroom.com</i>	✓	✓			
NV5 <i>jason.gowland@nv5.com</i>	✓	✓			
None <i>martin.larinas@gmail.com</i>		✓			
North America Procurement Cour <i>notifications@napc.me</i>		✓			
Peters and Yaffee, Inc.  No Re <i>elanning@petersandyaffee.com</i>		✓			
Prime Vendor Inc.  No Reviews <i>primevendor124@gmail.com</i>		✓			
R. H. Moore & Associates, Inc.  <i>jadon@rhmooreassociates.com</i>		✓			

RAB Secure Entry <i>mbell.ringabell@gmail.com</i>			✓		
Reeves Construction Company <i>aconner@reevescc.com</i>	✓		✓		
RevStar Consulting <input type="radio"/> No Review <i>nastassia.barkouskaya@revstarcons</i>			✓		
Robinson & Jacobs Grading Inc. <i>austinjacobs@rjgrading.com</i>			✓		
Source Management <input type="radio"/> No Review <i>sourcemanagement@deltek.com</i>	✓		✓		
Sparks Concrete LLC <input type="radio"/> No Review <i>sparksconcrete@cfl.rr.com</i>	✓			✓	
Sun State Nursery and Landscap <i>estimating@sunstatenursery.com</i>	✓		✓		
Superior Asphalt, Inc. <input type="radio"/> No Review <i>mulvey70@msn.com</i>			✓		
TYME Consulting Engineers <i>peterv@tymeengineering.com</i>			✓		
The Haskell Company <i>jerry.martin@haskell.com</i>			✓		
Traffic Control Products of FI, Inc <i>estimate@trafficcontrolproducts.org</i>			✓		
Tribe Heavy Civil and Marine <i>miles.cook@buildwithtribe.com</i>			✓		
True Haul <input type="radio"/> No Reviews <i>estimating@truehaul.net</i>	✓		✓		
VendorLink, LLC <input type="radio"/> No Reviews <i>bids@evendorlink.com</i>			✓		
Visual <i>visualbidalerts@gmail.com</i>			✓		
bidnet <i>gbs@bidnet.com</i>			✓		
n/a			✓		

<i>footbaall2000@gmail.com</i>					
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In Partnership With



Mandatory Pre-Bid Meeting

RFB No. 24/25-008, Greenway Trail and Paving Project

January 07, 2025, 1:00 PM

Company	First Name	Last Name	Phone Number	Email Address
Curt's Construction	Therese	Beem	(386) 360-7814	estimating@curtscon.com
J B Coxwell Contracting Inc	Patrick	St. Pierre	(904) 806-7705	PatrickS@Jbcoxwell.com
C.W. MATTHEWS CONTRACTING &	Jim	Zenone	(904) 555-1728	jzenone@cwmatthews.com
REEVES construction	Lianna	MULLINS	(912) 628-0337	lmullins@reevescc.com
Hassell Co INT LLC	Jason	Bower	(904) 655-4373	Jason.hci@outlook.com
Besch and Smith Civil Group, Inc.	Tyler	Roden	(904) 773-3369	Tyler@BeschandSmith.com
CGC, Inc CGC, Inc	Sonny	Barton	(904) 783-4119	office@cgccivil.com
DB Civil Construction	Melissa	Prosser	(386) 256-7460	Estimating@dbcivilconstruction.com
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			()	
			()	
			()	
			()	
			()	
			()	



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual Services

SUBJECT:

Approval to post Notice of Intent to Award Bid No. 24/25-028, Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights to J. Lane Construction. LLC in the amount of \$693,665.13 (Base Bid, Landscaping Allowance, Alternate #1: Keystone Heights Senior Center Parking lot resurfacing, Alternate #2: Fascia Work, and Alternate #3: Replace existing Air Handling Units). Approval of award will be effective after the 72-hour protest period has expired.

Funding Source(s):

- General Fund - Building Maintenance - Tax Collector Office - Keystone Heights - Buildings
- General Fund - Aging True - Aging True Keystone Heights Parking Lot - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County requested Bids from licensed General Contractors for the comprehensive renovation and modernization of the Tax Collector's Office located at 115 NE Commercial Circle in Keystone Heights. The primary objective of the project is to enhance both public and employee spaces. The project is to include a full renovation of a single-story, mixed-occupancy, non-sprinklered structure by way of selective demolition, interior remodeling, mechanical, electrical, plumbing (MEP) upgrades, AHU replacement, and exterior improvements. The Project is to also include the repair and resurfacing of the Keystone Heights Senior Center parking lot, funded out of CC1161 - Aging True. Substantial Completion of the Project shall be achieved no later than June 28, 2025. Final Completion of the Project shall be achieved no later than August 12, 2025. The Facilities Department along with Engineer of Record and Design Firm Bhide & Hall reviewed and approved this bid award.

- 983 Suppliers notified
- 65 Suppliers downloaded the Request for Bids
- 20 Contractors attended the Mandatory Pre-Bid
- 5 Bids were received
- 2 No Bids were received
- 1 Bidder failed to provide a Bid Bond, and was deemed Non-Responsive

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.

<u>Is Funding Required (Yes/No):</u>	<u>If Yes, Was the item budgeted</u>
Yes	<u>(Yes\No\N/A):</u>
	Yes

Funding Source(s):

- General Fund - Building Maintenance - Tax Collector Office - Keystone Heights - Buildings
- General Fund - Aging True - Aging True Keystone Heights Parking Lot - Infrastructure

Account No(s):

- FD1000 - CC1150 - PRJ100475 - SC562000
- FD1000 - CC1161 - PRJ100775 - SC563000

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
Item Backup	Backup Material	2/6/2025	Bid_Tab__Bid_Recs__Eval_Tab__Responses__Scope__Analytics__Prebid_signin.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	2/5/2025 - 4:56 PM	Item Pushed to Agenda



BID RECOMMENDATION FORM

TITLE:

DATE OF RECOMMENDATION:

RFB No. 24/25-028, Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

1/28/2025

BIDDERS

BID TOTAL

Assist2Build, Inc.

NO BID BOND

Bill Williams Air Conditioning and Heating, Inc.

NO BID

Conner Construction and Demolition

\$818,803.00

J. Lane Construction, LLC

\$693,665.13

K & G Construction Co, Inc.

NO BID

Ladson Construction Company, LLC

\$758,588.71

Thomas May Construction Company

\$1,130,832.00

FUNDING SOURCE: FD1000 - CC1150 - PRJ100475 - SC562000

FD1000 - CC1161 - PRJ100775 - SC563000

RECOMMENDATION:

Approval to award RFB No. 24/25-028 to the lowest responsive Bidder, J. Lane Construction, LLC in the amount of \$693,665.13 (Base Bid, Allowance, Alternate #1: Keystone Heights Senior Center Parking lot, Alternate #2: Fascia Work, and Alternate #3: Replace existing Air Handling Units).

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

[Empty box for providing reasons if only one bid is received]

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:

Anthony Stimac, Facilities Program Manager

SIGNATURE:

Anthony J. Stimac Digitally signed by Anthony J. Stimac
Date: 2025.01.28 09:59:05 -05'00'

January 28, 2025

Alyssa Pierson, CPPB
Procurement & Systems Analyst

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

Bhide & Hall Architects, have reviewed the 'Evaluation Tabulation' for RFB No 24/25-028, 'Renovation and modernization of the Clay County Tax Collectors' Office – Keystone Heights' and provides the following formal recommendation. Based upon the total bid value 'J. Lane Construction' has provided the low-bid and appears to be in-line and consistent with the majority of submitted bids.

Upon review of the website and their 'Highlighted Projects', J. Lane Construction, have completed similar projects in size and type as the 'Clay County Tax Collectors' Office – Keystone Heights' renovation and moderation project. We understand this contractor must meet Clay County's requirements for Pre-Qualification and that they are fully licensed in Florida as a 'General Contractor'. As such, we can recommend the project be awarded to 'J. Lane Construction'.

Recommended for:

Base Bid:	\$619,992.80
Alternate #1:	\$29,706.70
Alternate #2:	\$19,396.78
Alternate #3:	\$24,568.85

Respectfully submitted,

Pat Smith, Senior Architect
AR0012897
Bhide & Hall Architects

BHA Project No 202347

BID TABULATION FORM

RFB: 24/25-028

Date: January 24, 2025

Proj: **Renovation and Modernization of
the Clay County Tax Collectors'
Office - Keystone Heights**

Time Open: 9:02 AM

Ad: Clay Today, December 5, 2024

Time Close: 9:12 AM

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

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

Bidder	Addendum #1	Addendum #2	Bid Bond	Base Bid Total	Landscaping Allowance	Alternate #1	Alternate #2	Alternate #3	Total
1 Assist2Build, Inc.	YES	YES	NO	\$ 633,797.60	\$10,000.00	\$ 39,670.20	\$ 3,250.00	\$ 20,089.00	\$ 706,806.80
2 Bill Williams Air Conditioning and Heating, Inc.	NO BID								
3 Conner Construction and Demolition	YES	YES	YES	\$ 717,077.00	\$10,000.00	\$ 68,236.00	\$ 7,300.00	\$ 16,190.00	\$ 818,803.00
4 J. Lane Construction	YES	YES	YES	\$ 609,992.80	\$10,000.00	\$ 29,706.70	\$ 19,396.78	\$ 24,568.85	\$ 693,665.13
5 K & G CONSTRUCTION CO INC	NO BID								
6 Ladson Construction	YES	YES	YES	\$ 685,814.00	\$10,000.00	\$ 21,431.14	\$ 18,643.00	\$ 22,700.57	\$ 758,588.71
7 Thomas May Construction Company	YES	YES	YES	\$1,029,964.00	\$10,000.00	\$ 53,248.00	\$ 21,430.00	\$ 16,190.00	\$1,130,832.00



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

EVALUATION TABULATION

RFB No. 24/25-028

Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

RESPONSE DEADLINE: January 23, 2025 at 4:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
J. Lane Construction	\$693,665.13
Assist2Build, Inc.	\$706,806.80
Ladson Construction	\$758,588.71
Conner Construction and Demolition	\$818,803.00
Thomas May Construction Company	\$1,130,832.00

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	Assist2Build, Inc.		Conner Construction and Demolition		J. Lane Construction		Ladson Construction		Thomas May Construction Company	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
General Conditions														
X	1	General Conditions	1	Lump Sum	\$80,474.70	\$80,474.70	\$56,470.00	\$56,470.00	\$57,034.25	\$57,034.25	\$225,420.56	\$225,420.56	\$95,485.00	\$95,485.00
X	2	Payment & Performance Bond	1	Lump Sum	\$26,824.90	\$26,824.90	\$20,100.00	\$20,100.00	\$18,185.40	\$18,185.40	\$0.00	\$0.00	\$29,153.00	\$29,153.00

EVALUATION TABULATION

RFB No. 24/25-028

Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

Selected	Line Item	Description	Quantity	Unit of Measure	Assist2Build, Inc.		Conner Construction and Demolition		J. Lane Construction		Ladson Construction		Thomas May Construction Company	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3	Permits	1	Lump Sum	\$4,000.00	\$4,000.00	\$4,400.00	\$4,400.00	\$5,750.00	\$5,750.00	\$1,650.00	\$1,650.00	\$16,500.00	\$16,500.00
X	4	Surveying/Layout	1	Lump Sum	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$1,150.00	\$1,150.00	\$0.00	\$0.00	\$12,000.00	\$12,000.00
X	5	Testing	1	Lump Sum	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$230.00	\$230.00	\$1,975.00	\$1,975.00	\$8,000.00	\$8,000.00
X	6	As-builts	1	Lump Sum	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
Exterior														
X	7	Shingle Roof Area	1	Lump Sum	\$15,601.44	\$15,601.44	\$26,700.00	\$26,700.00	\$16,110.35	\$16,110.35	\$17,427.60	\$17,427.60	\$12,500.00	\$12,500.00
X	8	Exterior Wood Siding Re-paint	1	Lump Sum	\$13,000.00	\$13,000.00	\$8,000.00	\$8,000.00	\$9,057.57	\$9,057.57	\$30,445.10	\$30,445.10	\$44,748.00	\$44,748.00
X	9	Exterior concrete slab	1	Lump Sum	\$15,875.00	\$15,875.00	\$12,000.00	\$12,000.00	\$9,200.00	\$9,200.00	\$15,379.10	\$15,379.10	\$12,000.00	\$12,000.00
X	10	Front Storefront and Door	1	Lump Sum	\$14,200.00	\$14,200.00	\$6,000.00	\$6,000.00	\$16,330.00	\$16,330.00	\$40,891.00	\$40,891.00	\$27,350.00	\$27,350.00
X	11	Front Exit Door	1	Lump Sum	\$1,804.25	\$1,804.25	\$600.00	\$600.00	\$1,150.00	\$1,150.00	\$0.00	\$0.00	\$6,200.00	\$6,200.00
X	12	Side Storefront and Door	1	Lump Sum	\$4,300.00	\$4,300.00	\$4,000.00	\$4,000.00	\$4,945.00	\$4,945.00	\$0.00	\$0.00	\$11,588.00	\$11,588.00
X	13	Side Customer Service Window	1	Lump Sum	\$7,300.00	\$7,300.00	\$7,750.00	\$7,750.00	\$8,395.00	\$8,395.00	\$9,462.36	\$9,462.36	\$8,000.00	\$8,000.00

EVALUATION TABULATION

Invitation For Bid - Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

EVALUATION TABULATION

RFB No. 24/25-028

Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

Selected	Line Item	Description	Quantity	Unit of Measure	Assist2Build, Inc.		Conner Construction and Demolition		J. Lane Construction		Ladson Construction		Thomas May Construction Company	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	14	Column Wraps	1	Lump Sum	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00	\$2,231.85	\$2,231.85	\$0.00	\$0.00	\$3,200.00	\$3,200.00
X	15	Decorative and Guard Railing	1	Lump Sum	\$13,800.00	\$13,800.00	\$11,500.00	\$11,500.00	\$11,816.25	\$11,816.25	\$12,524.80	\$12,524.80	\$17,000.00	\$17,000.00
Interior														
X	16	General Interior Renovation	1	Lump Sum	\$386,324.31	\$386,324.31	\$506,557.00	\$506,557.00	\$400,977.68	\$400,977.68	\$289,909.19	\$289,909.19	\$661,240.00	\$661,240.00
X	17	Millwork	1	Lump Sum	\$39,793.00	\$39,793.00	\$40,000.00	\$40,000.00	\$45,129.45	\$45,129.45	\$40,729.29	\$40,729.29	\$55,000.00	\$55,000.00
Total						\$633,797.60		\$717,077.00		\$609,992.80		\$685,814.00		\$1,029,964.00

ALLOWANCE

Selected	Line Item	Description	Quantity	Unit of Measure	Assist2Build, Inc.		Conner Construction and Demolition		J. Lane Construction		Ladson Construction		Thomas May Construction Company	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	18	Landscaping	1	Lump Sum	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total						\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00

ALTERNATE #1

EVALUATION TABULATION

Invitation For Bid - Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

EVALUATION TABULATION

RFB No. 24/25-028

Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

Alternate #1					Assist2Build, Inc.		Conner Construction and Demolition		J. Lane Construction		Ladson Construction		Thomas May Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	19	Asphalt Paving - Repair and Resurfacing (Parking lot)	1	Lump Sum	\$39,670.20	\$39,670.20	\$68,236.00	\$68,236.00	\$29,706.70	\$29,706.70	\$21,431.14	\$21,431.14	\$53,248.00	\$53,248.00
Total						\$39,670.20		\$68,236.00		\$29,706.70		\$21,431.14		\$53,248.00

ALTERNATE #2

Alternate #2					Assist2Build, Inc.		Conner Construction and Demolition		J. Lane Construction		Ladson Construction		Thomas May Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	20	Fascia boards, trim, flashing, soffit, and related work (including removal and replacement with Hardie board trim and soffit, and primed metal flashing)	1	Lump Sum	\$3,250.00	\$3,250.00	\$7,300.00	\$7,300.00	\$19,396.78	\$19,396.78	\$18,643.00	\$18,643.00	\$21,430.00	\$21,430.00
Total						\$3,250.00		\$7,300.00		\$19,396.78		\$18,643.00		\$21,430.00

ALTERNATE #3

EVALUATION TABULATION

Invitation For Bid - Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

EVALUATION TABULATION

RFB No. 24/25-028

Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

Alternate #3					Assist2Build, Inc.		Conner Construction and Demolition		J. Lane Construction		Ladson Construction		Thomas May Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	21	Replace existing AHU/CU-1 and AHU/CU-2	1	Lump Sum	\$20,089.00	\$20,089.00	\$16,190.00	\$16,190.00	\$24,568.85	\$24,568.85	\$22,700.57	\$22,700.57	\$16,190.00	\$16,190.00
Total						\$20,089.00		\$16,190.00		\$24,568.85		\$22,700.57		\$16,190.00



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

[ASSIST2BUILD, INC.] RESPONSE DOCUMENT REPORT

RFB No. 24/25-028

Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

RESPONSE DEADLINE: January 23, 2025 at 4:00 pm

Assist2Build, Inc. Response – **NO BID BOND**

CONTACT INFORMATION

Company:

Assist2Build, Inc.

Email:

jen@assist2build.org

Contact:

Jen Bullard

Address:

4081 Clifford Ln
Middleburg, FL 32068

Phone:

N/A

Website:

N/A

Submission Date:

Jan 22, 2025 3:58 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Jan 20, 2025 10:58 AM by Jen Bullard

Addendum #2

Confirmed Jan 20, 2025 10:58 AM by Jen Bullard

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
General Conditions						
1	General Conditions	1	Lump Sum	\$80,474.70		\$80,474.70
2	Payment & Performance Bond	1	Lump Sum	\$26,824.90		\$26,824.90
3	Permits	1	Lump Sum	\$4,000.00		\$4,000.00
4	Surveying/Layout	1	Lump Sum	\$1,500.00		\$1,500.00
5	Testing	1	Lump Sum	\$2,000.00		\$2,000.00
6	As-builts	1	Lump Sum	\$1,500.00		\$1,500.00
Exterior						
7	Shingle Roof Area	1	Lump Sum	\$15,601.44		\$15,601.44
8	Exterior Wood Siding Re-paint	1	Lump Sum	\$13,000.00		\$13,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
9	Exterior concrete slab	1	Lump Sum	\$15,875.00		\$15,875.00
10	Front Storefront and Door	1	Lump Sum	\$14,200.00		\$14,200.00
11	Front Exit Door	1	Lump Sum	\$1,804.25		\$1,804.25
12	Side Storefront and Door	1	Lump Sum	\$4,300.00		\$4,300.00
13	Side Customer Service Window	1	Lump Sum	\$7,300.00		\$7,300.00
14	Column Wraps	1	Lump Sum	\$5,500.00		\$5,500.00
15	Decorative and Guard Railing	1	Lump Sum	\$13,800.00		\$13,800.00
Interior						
16	General Interior Renovation	1	Lump Sum	\$386,324.31		\$386,324.31
17	Millwork	1	Lump Sum	\$39,793.00		\$39,793.00
TOTAL						\$633,797.60

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
18	Landscaping	1	Lump Sum	\$10,000.00		\$10,000.00
TOTAL						\$10,000.00

ALTERNATE #1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
19	Asphalt Paving - Repair and Resurfacing (Parking lot)	1	Lump Sum	\$39,670.20		\$39,670.20
TOTAL						\$39,670.20

ALTERNATE #2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
20	Fascia boards, trim, flashing, soffit, and related work (including removal and replacement with Hardie board trim and soffit, and primed metal flashing)	1	Lump Sum	\$3,250.00		\$3,250.00
TOTAL						\$3,250.00

ALTERNATE #3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
21	Replace existing AHU/CU-1 and AHU/CU-2	1	Lump Sum	\$20,089.00		\$20,089.00
TOTAL						\$20,089.00

Bill Williams Air Conditioning and Heating, Inc. Response

Pricing unsealed at Jan 24, 2025 9:02 AM

⊘ No Bid

"No Bid" submitted on Jan 23, 2025 8:57 AM for the following reason:
The terms and conditions of the contract are not acceptable

CONTACT INFORMATION

Company

Bill Williams Air Conditioning and Heating, Inc.

Email

jrogersbwac@gmail.com

Contact

Jon Rogers

Address

3562 Lenox Ave
Jacksonville, FL 32254

Phone

N/A

Website

www.billwilliamsac.com

Submission Date

Jan 23, 2025 8:57 AM (Eastern Time)



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

[CONNER CONSTRUCTION AND DEMOLITION] RESPONSE DOCUMENT REPORT

RFB No. 24/25-028

Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

RESPONSE DEADLINE: January 23, 2025 at 4:00 pm

Conner Construction and Demolition Response

CONTACT INFORMATION

Company:

Conner Construction and Demolition

Email:

david@connerservices.us

Contact:

David Conner

Address:

4839 Highway 17 South
Green Cove Springs, FL 32043

Phone:

N/A

Website:

www.connerservices.us

Submission Date:

Jan 23, 2025 3:47 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 23, 2025 10:56 AM by David Conner

Addendum #2
Confirmed Jan 23, 2025 10:56 AM by David Conner

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
General Conditions						
1	General Conditions	1	Lump Sum	\$56,470.00		\$56,470.00
2	Payment & Performance Bond	1	Lump Sum	\$20,100.00		\$20,100.00
3	Permits	1	Lump Sum	\$4,400.00		\$4,400.00
4	Surveying/Layout	1	Lump Sum	\$3,000.00		\$3,000.00
5	Testing	1	Lump Sum	\$4,500.00		\$4,500.00
6	As-builts	1	Lump Sum	\$2,000.00		\$2,000.00
Exterior						
7	Shingle Roof Area	1	Lump Sum	\$26,700.00		\$26,700.00
8	Exterior Wood Siding Re-paint	1	Lump Sum	\$8,000.00		\$8,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
9	Exterior concrete slab	1	Lump Sum	\$12,000.00		\$12,000.00
10	Front Storefront and Door	1	Lump Sum	\$6,000.00		\$6,000.00
11	Front Exit Door	1	Lump Sum	\$600.00		\$600.00
12	Side Storefront and Door	1	Lump Sum	\$4,000.00		\$4,000.00
13	Side Customer Service Window	1	Lump Sum	\$7,750.00		\$7,750.00
14	Column Wraps	1	Lump Sum	\$3,500.00		\$3,500.00
15	Decorative and Guard Railing	1	Lump Sum	\$11,500.00		\$11,500.00
Interior						
16	General Interior Renovation	1	Lump Sum	\$506,557.00		\$506,557.00
17	Millwork	1	Lump Sum	\$40,000.00		\$40,000.00
TOTAL						\$717,077.00

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
18	Landscaping	1	Lump Sum	\$10,000.00		\$10,000.00
TOTAL						\$10,000.00

ALTERNATE #1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
19	Asphalt Paving - Repair and Resurfacing (Parking lot)	1	Lump Sum	\$68,236.00		\$68,236.00
TOTAL						\$68,236.00

ALTERNATE #2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
20	Fascia boards, trim, flashing, soffit, and related work (including removal and replacement with Hardie board trim and soffit, and primed metal flashing)	1	Lump Sum	\$7,300.00		\$7,300.00
TOTAL						\$7,300.00

ALTERNATE #3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
21	Replace existing AHU/CU-1 and AHU/CU-2	1	Lump Sum	\$16,190.00		\$16,190.00
TOTAL						\$16,190.00

K & G CONSTRUCTION CO INC Response

Pricing unsealed at Jan 24, 2025 9:02 AM

⊘ No Bid

"No Bid" submitted on Jan 7, 2025 10:55 AM for the following reason:
No longer interested

CONTACT INFORMATION

Company

K & G CONSTRUCTION CO INC

Email

milissa@kandgcontractors.com

Contact

Milissa Calvert

Address

542 Edgewood Avenue S
Jacksonville, FL 32205

Phone

N/A

Website

www.kandgcontractors.com

Submission Date

Jan 7, 2025 10:55 AM (Eastern Time)



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

[J. LANE CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFB No. 24/25-028

Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

RESPONSE DEADLINE: January 23, 2025 at 4:00 pm

J. Lane Construction Response

CONTACT INFORMATION

Company:

J. Lane Construction

Email:

mike@jlane.com

Contact:

Mike Deen

Address:

1301 Riverplace Blvd. #800
Jacksonville, FL 32207

Phone:

N/A

Website:

N/A

Submission Date:

Jan 23, 2025 8:58 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Jan 20, 2025 10:47 AM by Patrick Rogers

Addendum #2

Confirmed Jan 20, 2025 10:47 AM by Patrick Rogers

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
General Conditions						
1	General Conditions	1	Lump Sum	\$57,034.25		\$57,034.25
2	Payment & Performance Bond	1	Lump Sum	\$18,185.40		\$18,185.40
3	Permits	1	Lump Sum	\$5,750.00		\$5,750.00
4	Surveying/Layout	1	Lump Sum	\$1,150.00		\$1,150.00
5	Testing	1	Lump Sum	\$230.00		\$230.00
6	As-builts	1	Lump Sum	\$2,300.00		\$2,300.00
Exterior						
7	Shingle Roof Area	1	Lump Sum	\$16,110.35		\$16,110.35
8	Exterior Wood Siding Re-paint	1	Lump Sum	\$9,057.57		\$9,057.57

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
9	Exterior concrete slab	1	Lump Sum	\$9,200.00		\$9,200.00
10	Front Storefront and Door	1	Lump Sum	\$16,330.00		\$16,330.00
11	Front Exit Door	1	Lump Sum	\$1,150.00		\$1,150.00
12	Side Storefront and Door	1	Lump Sum	\$4,945.00		\$4,945.00
13	Side Customer Service Window	1	Lump Sum	\$8,395.00		\$8,395.00
14	Column Wraps	1	Lump Sum	\$2,231.85		\$2,231.85
15	Decorative and Guard Railing	1	Lump Sum	\$11,816.25		\$11,816.25
Interior						
16	General Interior Renovation	1	Lump Sum	\$400,977.68		\$400,977.68
17	Millwork	1	Lump Sum	\$45,129.45		\$45,129.45
TOTAL						\$609,992.80

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
18	Landscaping	1	Lump Sum	\$10,000.00		\$10,000.00
TOTAL						\$10,000.00

ALTERNATE #1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
19	Asphalt Paving - Repair and Resurfacing (Parking lot)	1	Lump Sum	\$29,706.70		\$29,706.70
TOTAL						\$29,706.70

ALTERNATE #2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
20	Fascia boards, trim, flashing, soffit, and related work (including removal and replacement with Hardie board trim and soffit, and primed metal flashing)	1	Lump Sum	\$19,396.78		\$19,396.78
TOTAL						\$19,396.78

ALTERNATE #3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
21	Replace existing AHU/CU-1 and AHU/CU-2	1	Lump Sum	\$24,568.85		\$24,568.85
TOTAL						\$24,568.85



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

[LADSON CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFB No. 24/25-028

Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

RESPONSE DEADLINE: January 23, 2025 at 4:00 pm

Ladson Construction Response

CONTACT INFORMATION

Company:

Ladson Construction

Email:

bcarter@ladsonco.com

Contact:

Brian Carter

Address:

4069 Atlantic Blvd
Atlantic Blvd.
Jacksonville, FL 32207

Phone:

(904) 860-7706

Website:

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

Submission Date:

Jan 23, 2025 11:46 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Jan 8, 2025 2:03 PM by Brian Carter

Addendum #2

Confirmed Jan 15, 2025 7:18 AM by Brian Carter

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
General Conditions						
1	General Conditions	1	Lump Sum	\$225,420.56		\$225,420.56
2	Payment & Performance Bond	1	Lump Sum	\$0.00		\$0.00
3	Permits	1	Lump Sum	\$1,650.00		\$1,650.00
4	Surveying/Layout	1	Lump Sum	\$0.00		\$0.00
5	Testing	1	Lump Sum	\$1,975.00		\$1,975.00
6	As-builts	1	Lump Sum	\$0.00		\$0.00
Exterior						
7	Shingle Roof Area	1	Lump Sum	\$17,427.60		\$17,427.60
8	Exterior Wood Siding Re-paint	1	Lump Sum	\$30,445.10		\$30,445.10

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
9	Exterior concrete slab	1	Lump Sum	\$15,379.10		\$15,379.10
10	Front Storefront and Door	1	Lump Sum	\$40,891.00		\$40,891.00
11	Front Exit Door	1	Lump Sum	\$0.00		\$0.00
12	Side Storefront and Door	1	Lump Sum	\$0.00		\$0.00
13	Side Customer Service Window	1	Lump Sum	\$9,462.36		\$9,462.36
14	Column Wraps	1	Lump Sum	\$0.00		\$0.00
15	Decorative and Guard Railing	1	Lump Sum	\$12,524.80		\$12,524.80
Interior						
16	General Interior Renovation	1	Lump Sum	\$289,909.19		\$289,909.19
17	Millwork	1	Lump Sum	\$40,729.29		\$40,729.29
TOTAL						\$685,814.00

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
18	Landscaping	1	Lump Sum	\$10,000.00		\$10,000.00
TOTAL						\$10,000.00

ALTERNATE #1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
19	Asphalt Paving - Repair and Resurfacing (Parking lot)	1	Lump Sum	\$21,431.14		\$21,431.14
TOTAL						\$21,431.14

ALTERNATE #2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
20	Fascia boards, trim, flashing, soffit, and related work (including removal and replacement with Hardie board trim and soffit, and primed metal flashing)	1	Lump Sum	\$18,643.00		\$18,643.00
TOTAL						\$18,643.00

ALTERNATE #3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
21	Replace existing AHU/CU-1 and AHU/CU-2	1	Lump Sum	\$22,700.57		\$22,700.57
TOTAL						\$22,700.57



Clay County
Purchasing / Administrative and Contractual Services

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

[THOMAS MAY CONSTRUCTION COMPANY] RESPONSE DOCUMENT REPORT

RFB No. 24/25-028

Renovation and Modernization of the Clay County Tax Collectors' Office - Keystone Heights

RESPONSE DEADLINE: January 23, 2025 at 4:00 pm

Thomas May Construction Company Response

CONTACT INFORMATION

Company:

Thomas May Construction Company

Email:

eparker@tmay.net

Contact:

Emory Parker

Address:

310 College Dr
Orange Park, FL 32065

Phone:

(904) 272-4808

Website:

www.tmay.net

Submission Date:

Jan 23, 2025 3:58 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Jan 7, 2025 9:06 PM by Scott Chandler

Addendum #2

Confirmed Jan 14, 2025 6:11 PM by Scott Chandler

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
General Conditions						
1	General Conditions		Lump Sum	\$95,485.00		\$95,485.00
2	Payment & Performance Bond		Lump Sum	\$29,153.00		\$29,153.00
3	Permits		Lump Sum	\$16,500.00		\$16,500.00
4	Surveying/Layout		Lump Sum	\$12,000.00		\$12,000.00
5	Testing		Lump Sum	\$8,000.00		\$8,000.00
6	As-builts		Lump Sum	\$10,000.00		\$10,000.00
Exterior						
7	Shingle Roof Area		Lump Sum	\$12,500.00		\$12,500.00
8	Exterior Wood Siding Re-paint		Lump Sum	\$44,748.00		\$44,748.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
9	Exterior concrete slab	1	Lump Sum	\$12,000.00		\$12,000.00
10	Front Storefront and Door	1	Lump Sum	\$27,350.00		\$27,350.00
11	Front Exit Door	1	Lump Sum	\$6,200.00		\$6,200.00
12	Side Storefront and Door	1	Lump Sum	\$11,588.00		\$11,588.00
13	Side Customer Service Window	1	Lump Sum	\$8,000.00		\$8,000.00
14	Column Wraps	1	Lump Sum	\$3,200.00		\$3,200.00
15	Decorative and Guard Railing	1	Lump Sum	\$17,000.00		\$17,000.00
Interior						
16	General Interior Renovation	1	Lump Sum	\$661,240.00		\$661,240.00
17	Millwork	1	Lump Sum	\$55,000.00		\$55,000.00
TOTAL						\$1,029,964.00

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
18	Landscaping	1	Lump Sum	\$10,000.00		\$10,000.00
TOTAL						\$10,000.00

ALTERNATE #1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
19	Asphalt Paving - Repair and Resurfacing (Parking lot)	1	Lump Sum	\$53,248.00		\$53,248.00
TOTAL						\$53,248.00

ALTERNATE #2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
20	Fascia boards, trim, flashing, soffit, and related work (including removal and replacement with Hardie board trim and soffit, and primed metal flashing)	1	Lump Sum	\$21,430.00		\$21,430.00
TOTAL						\$21,430.00

ALTERNATE #3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Discount (%)	Total
21	Replace existing AHU/CU-1 and AHU/CU-2	1	Lump Sum	\$16,190.00		\$16,190.00
TOTAL						\$16,190.00

1. Scope of Work

1.1. Purpose

The Clay County Board of County Commissioners (County) is requesting bids from licensed General Contractors for the comprehensive renovation and modernization of the Clay County Tax Collector's Office located at 115 NE Commercial Circle, Keystone Heights, Florida. This project includes a full renovation of a single-story, mixed-occupancy, non-sprinklered structure. All work shall adhere to the plans, specifications, and the latest Florida Building Codes and standards, including regulations for accessibility, fire prevention, plumbing, mechanical, and energy conservation.

1.2. Mandatory Pre-Bid Meeting

A Mandatory Pre-Bid meeting will be held at 115 NE Commercial Circle, Keystone Heights, Florida, 32656, on Thursday, December 19, 2024 with a start time of 1:00 PM.

Attendees from the public are required to sign in upon arrival, with the sign-in sheet provided by a Purchasing Department representative. Once the sign-in sheet has been collected, the Pre-Bid Meeting will officially commence. Please note that no additional attendees will be allowed to sign in or participate in the meeting after the sign-in sheet has been collected.

1.3. Scope

A. Demolition

A. Exterior Demolition:

1. Remove existing roofing components to install a new asphalt shingle system.
2. Selectively demolish existing windows, walls, and parts of exterior walks, including removal of damaged wood elements such as siding, trim, and fascia.

B. Interior Demolition:

1. Selectively demolish floors, walls, ceilings, fixtures, cabinets, pipes, ducts, electrical fixtures, and outlets.

B. Construction and Remodeling

A. Roofing and Exterior:

1. Install a new asphalt shingle roof with appropriate flashing, curbs, and trim.
2. Repaint and refurbish exterior siding, soffits, and trims.

B. Entrances and Windows:

1. Construct new customer and employee entrances, add a new exterior customer service window, and install exterior slabs and railings as per the architectural drawings.

C. Interior Layout:

1. Remodel the interior layout to provide five new customer service stations with necessary finishes, fittings, and fixtures.

C. Mechanical, Electrical, and Plumbing (MEP) Systems

A. Plumbing Upgrades:

1. Install new water closets, lavatories, sinks, and related fixtures.
2. Upgrade domestic water and waste systems, including new piping, water heaters, and floor drains.

B. HVAC Systems:

1. Pre-test existing split systems.
2. Size and route new refrigerant lines and split systems as needed.
3. Install exhaust fans, ductwork, and specified air-handling components.
4. Perform comprehensive testing and balancing of HVAC systems.

C. Electrical Upgrades:

1. Upgrade lighting, outlets, wiring, low-voltage components, and other electrical systems to comply with current codes and improve energy efficiency.

D. Landscaping Allowance

- A. Landscaping shall follow City of Keystone Heights code. Landscaping layout shall be determined by the County upon completion of the concrete demo and/or concrete installation.

E. Paving Alternate

A. Add Alternate Work:

1. Patch, repair, resurface, and stripe existing asphalt parking lot located at 125 Commercial Circle, Keystone Heights.

F. Coordination and Communication

The Contractor shall ensure ongoing cooperation with the County Project Manager. This includes maintaining clear communication, proper scheduling, and site access planning.

G. Regulatory Compliance

The Contractor is responsible for adhering to the 2023 8th Edition of the Florida Building Code, the Florida Accessibility Code, and all applicable Plumbing, Mechanical, and Fire Prevention Codes. Additionally, all work must comply with NFPA standards for fire safety.

H. Protection of Completed Work

The Contractor must protect all completed work from damage caused by ongoing construction activities, including weather protection.

I. Submission of Documentation for Project Close Out

The Contractor must submit as-built drawings, operation and maintenance manuals, and warranties for all installed systems and equipment to the County at the close of the project.

J. Punch List Completion

The Contractor must complete all punch list items and submit necessary documentation for final approval by both the County and the architect before the project is deemed complete.

1.4. [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.

1.5. [Work Hours](#)

Workdays and hours – Normal work hours are 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.

1.6. [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 Clay 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. If a City of Keystone Heights permit is required, this project is

not exempt from permit fees and permit fees must be paid to the City of Keystone Heights Building Department.

For questions about Clay County permitting, please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

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

For questions about the City of Keystone Heights permitting, please visit:

City of Keystone Heights Building Department

Website: <https://www.keystoneheights.us/building-permit>

1.7. 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.

Contractor shall perform proper disposal of all construction debris in accordance with governmental regulations.

1.8. 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.

1.9. Contractor 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. Contractors must have been in business for a minimum of five (5) years doing similar work.

1.10. 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.

1.11. 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.

1.12. 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.

1.13. 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.

1.14. 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.

1.15. 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. Warranty will begin from the date of final acceptance.

1.16. Direct Purchase Program

The County may wish to utilize a Direct Purchase Program to purchase materials and equipment for construction of this project to maximize sales and use tax savings (see attached special provisions relating to the Direct Purchase Program).

At the County's option, the Contractor shall be required to provide the County with the details of their Purchase Order, including vendor name, address, and quantity and type of materials being ordered. The County may choose to order the major materials related to the construction and/ or equipment related to the construction direct. Should the County choose to do this, any payment for materials that is made direct by the County (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractor's Contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise be assessed to the Contractor for purchases required for the construction.

1.17. Term

The Contractor shall achieve Substantial Completion of the Project no later than June 28, 2025.

The Contractor shall achieve Final Completion of the Project no later than August 12, 2025 .

1.18. Liquidated Damages

The Contractor shall be assessed Liquidated Damages (LD) of \$200.00 for each day past final completion date set by the contract.

1.19. Performance Evaluation

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

1.20. 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.

1.21. [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.

1.22. [Value Engineering](#)

The County reserves the right to engage in value engineering discussions prior to the award of the RFB.

The County will give the lowest qualified Bidder the opportunity to determine if viable options exist to meet the budget threshold without substantially reducing the scope of the project as designed and solicited.

Project View Count

1668

Vendor Funnel

Followers	48
Downloaders	70
Applicants	12
No Bids	2
Submissions	5

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
AEAK LLC antonio.evangelista@aeak.net	✓	✓			
ARKEST LLC arkest@att.net	✓	✓			
ARKEST LLC vpayan@arkest.com		✓			
Air - Max Heating & Cooling, Inc. mike@airmaxop.com	✓	✓			
Ajax Building Company, LLC kasey.diehl@ajaxbuilding.com		✓			
Annexis tarun.annexis@gmail.com		✓			
Assist2Build, Inc. jen@assist2build.org	✓	✓	✓		✓
BBI Construction Management g.walker@bbi-cm.com	✓	✓			
Bill Williams Air Conditioning and Heating, Inc. jrogersbwac@gmail.com	✓	✓	✓	✓	
Brogdon Builders, LLC clayton@brogdonbuilders.com		✓			
Brown & Brown of Florida, Inc. tyler.debord@bbrown.com		✓			
Conner Construction and Demolition david@connerservices.us	✓	✓	✓		✓
Conner Construction and Demolition LLC bob@connerservices.us	✓	✓	✓		
ConstructConnect content@constructconnect.com	✓	✓			
Construction Bid Source tgephart@constructionbidsource.com		✓			
Dasher Hurst Architects, PA 		✓			

<i>thurst@dasherhurst.com</i>					
Dawn Electric of Jax., Inc. No Reviews <i>dawnelectricjax@bellsouth.net</i>	✓	✓			
Dawn Electric of Jax., Inc. No Reviews <i>matt@connerservices.us</i>	✓	✓	✓		
Dodge Data And Analytics No Reviews <i>jayalakshmil@construction.com</i>		✓			
Florida Surety Bonds, Inc. No Reviews <i>kim@floridasuretybonds.com</i>	✓				
Florida Surety Bonds, Inc. No Reviews <i>sarah@floridasuretybonds.com</i>	✓	✓			
GB21 Inc. <i>gb21jax@gmail.com</i>	✓	✓			
Gt plumbing-mechanical llc <i>garrett@gtplumbing.com</i>	✓	✓			
Hubbard Construction Company No Reviews <i>dustin.baker@hubbard.com</i>	✓	✓			
J. Lane Construction No Reviews <i>clay@jlane.com</i>	✓	✓			
J. Lane Construction No Reviews <i>patrick@jlane.com</i>	✓	✓			
J. Lane Construction No Reviews <i>mike@jlane.com</i>	✓	✓	✓		✓
J.E. Decker Construction Group, LLC. No Reviews <i>casey@deckercm.com</i>	✓	✓			
JSC Systems Inc. No Reviews <i>s.gustavson@jscsystems.net</i>	✓	✓			
K & G CONSTRUCTION CO INC No Reviews <i>milissa@kandgcontractors.com</i>		✓	✓	✓	
KBT Contracting Corp No Reviews <i>info@kbtcorp.com</i>		✓			
Keystone Custom Builders Inc No Reviews <i>contactkcbinc@gmail.com</i>	✓	✓	✓		
Kimley-Horn and Associates, Inc. No Reviews <i>florida.marketing@kimley-horn.com</i>		✓			
Ladson Construction No Reviews <i>bcarter@ladsonco.com</i>	✓	✓	✓		✓
Ladson Construction Company, LLC No Reviews <i>jessie@ladsonco.com</i>	✓	✓			
Larsa Construction LLC <i>manager@larsaconstruction.com</i>	✓	✓			
Lewiston <i>noneya@yahoo.com</i>		✓			
Lincoln Surety Group <i>mark@lincolnsuretygroup.com</i>	✓	✓			

MIE, INC <input type="radio"/> No Reviews <i>leanne@marcelinteriors.com</i>	✓	✓		
Mark W Keels Construction, LLC <i>mwkeels@yahoo.com</i>	✓	✓		
Mechanical Services of Central Florida, Inc. <input type="radio"/> No Reviews <i>ealton@certifiedcontrols.com</i>		✓		
Miatt Construction, Inc. <i>larry@miattconstruction.net</i>	✓	✓		
Mid State Builders Exchange Inc <input type="radio"/> No Reviews <i>hugh@bxplanroom.com</i>	✓	✓		
Miller Electric Company <input type="radio"/> No Reviews <i>tbartmess@mecojax.com</i>	✓	✓		
NEFI Services, Inc. <input type="radio"/> No Reviews <i>jeremy@nefiservices.com</i>		✓		
NV5 <i>jason.gowland@nv5.com</i>		✓		
Next Dimension Construction and Roofing <input type="radio"/> No Reviews <i>procurement@nextdimensionconstruction.com</i>	✓	✓		
None <i>martin.larinas@gmail.com</i>		✓		
North America Procurement Council Inc., PBC <input type="radio"/> No Reviews <i>notifications@napc.me</i>		✓		
PRESWERX <input type="radio"/> No Reviews <i>jharrelson@preswerx.com</i>		✓		
Pathway Technologies Inc. <i>dwhitsett@pathwaytech.com</i>		✓		
Plumb Level Construction CO LLC <input type="radio"/> No Reviews <i>kevin@plumblevelc.com</i>	✓	✓		
RichardSean Construction, Inc <input type="radio"/> No Reviews <i>office@richardsean.com</i>	✓	✓		
Scherer Construction <input type="radio"/> No Reviews <i>michellevickers@schereernfl.com</i>	✓	✓		
Shaw Contract <i>rj.clark@shawcontract.com</i>		✓		
Source Management <input type="radio"/> No Reviews <i>sourcemanagement@deltek.com</i>	✓	✓		
Sterling Builders Group, LLC <input type="radio"/> No Reviews <i>sonny@sterling-built.com</i>	✓	✓	✓	
Stratum Contracting and Construction Management <input type="radio"/> No Reviews <i>estimating@stratumcorporation.com</i>	✓		✓	
TBN Holdings Inc <input type="radio"/> No Reviews <i>jwix@servproteam.com</i>	✓	✓		
Temporary Wall Systems <i>brian.seltz@tempwallsystems.com</i>	✓			
Thomas May Construction Company <input type="radio"/> No Reviews	✓	✓		

<i>schandler@tmay.net</i>					
Thomas May Construction Company No Reviews <i>twatts@tmay.net</i>	✓	✓			
Thomas May Construction Company No Reviews <i>eparker@tmay.net</i>	✓	✓	✓		✓
Ulloa Management Group, LLC No Reviews <i>management@ulloagroupllc.com</i>	✓	✓			
VendorLink, LLC No Reviews <i>bids@evendorlink.com</i>		✓			
Visual <i>visualbidalerts@gmail.com</i>		✓			
WB Mason 4.5 <i>daniel.ditaranto@wbmason.com</i>	✓	✓			
Walworth County <i>vmann@co.walworth.wi.us</i>		✓			
Workspace Technology Inc. No Reviews <i>robin@workspacetechnology.com</i>	✓	✓			
bidnet <i>gbs@bidnet.com</i>	✓	✓			
c.c. Borden Construction No Reviews <i>ccborden@ccborden.com</i>	✓	✓			
eRepublic, Inc. <i>mlamoreaux@erepublic.com</i>		✓			
n/a <i>footbaall2000@gmail.com</i>		✓			



Mandatory Pre-Bid Meeting
RFB No. 24/25-028

Company	First Name	Last Name	Phone Number	Email Address
BROGDON BUILDERS	ANITA	PREWITT	(904) 655-1880	anita@brogdonbuilders.com
WATSON'S DEMO C.C. BORDEN CONST	WYMOND ZIL	WATSON	(904) 370-6426	watson@selive.com
LADSON CONST.	BRIAN	CARTER	(904) 860-7706	bcarter@ladsonco.com
J LANE CONSTRUCTION	MIKE PAT	DEON ROGERS	(904) 891-1378	MIKE@JLANE.COM ABERMANMASTERS@YAHOO.COM
ABERMAN MASTERS ELECTRIC	DARRYL	MASTERS	(904) 773-3627	ABERMANMASTERS@YAHOO.COM
STERLING Sterling Boilers LOOP	SONNY	LANCASTER	(352) 647-5831	SONNY@sterling-built.com
CRAFT ELECTRIC	DIXON	BOATWRIGHT	(352) 642-6850	dboatwright@craftelec.com
Temporary Wall Systems	Brian	Seltz	(904) 472-3130	brian.seltz@tempwallsystems.com
"	Kevin	Mooney	904-664-8928	Kevin.Mooney@tempwallsystems.com

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Company	First Name	Last Name	Phone Number	Email Address
Assist 2 Build	Jennifer	Bullard	(900) 522-4063	jen@assist2build.org
Elite Sandblasting & Painting	Michael	Groszkowski	(708) 822-8475	elite sandblasting and painting@gmail.com
Scorpio	Andy	Cowart	(352) 494-6567	andy@scorpioco.com
CONCRE	Bob	MATHIAS	(904) 249-4386	Bob@concrete services.cs
K&G CONSTR CO	MILWA	CALVERT	(904) 772-1316	INFO@KANDGCONTRACTORS.COM
Plumber's Co	Calby	Bedenbough	(380) 292-1929	Kevin@plumbersco.com
BBI Construction Management	Grace	Walker	(352) 262-2915	g.walker@bbi-cm.com
Decker Construction	Ashlyn	Conrad	(772) 676 8975	ashlyn@ decker deckercm.com
GRAY CONST.	JIM BATTIS	BATTIS	(352) 598-2008	JBATTIS@GRAY-CONSTRUCTION.COM
Tyrone And Sons Plumbing	Tyrone	Nobles	(352) 231-2105	Tyronenobles1979@gmail.com
Gator A/C & Energy LLC	Matt	Fehley	(904) 679-8682	Service@gatorACrepair.com
THOMAS MAY CONST.	Emory	PARKER	(850) 459-4085	EPARKER@TMAY.NET

JTM Plan #

Company	First Name	Last Name	Phone Number	Email Address
Assist 2 Build	Jim	Planx	(909) 826-9265	Jim@Assist2Build.org
			()	
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Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the Agreement with GAI Consultants regarding Design Services of the SUN Trail along Old Jennings Road and Long Bay Road in the amount of \$1,211,614.15. Final design plans are to be completed by April 13, 2026.

Funding Source:

Capital Improvement Fund - SUN Trail Long Bay - Old Jennings to Live Oak Lane - All Grants
- Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

RFQ No. 23/24-079 was issued to engage a qualified engineering Firm to design a new 3.5-mile section of the SUN Trail network. The trail will start at Live Oak Lane and Old Jennings Road (connecting to the existing SUN Trail), continue along Old Jennings Road to Long Bay Road, and then will follow Long Bay Road to SR-21 (Blanding Boulevard).

On November 12, 2024, the Board approved the award to GAI Consultants, Inc. for the preparation of plans, specifications, supporting engineering analysis, calculations and other technical documents for the construction of the SUN Trail, including intersection improvements and signal modifications. A detailed project schedule is attached under Attachment B.

Deadlines under the FDOT grant are as follows:

- Permitting secured by 1/31/2026
- Design completed by 4/30/2026
- Construction contract to be let by 12/31/2026
- Construction to be completed by 2/29/2028

This project is being supported by the Florida Shared-Use Nonmotorized (SUN) Trail Network Program through FPN: 449202-3-54-01. The SUN Trail program provides funding for the development of a statewide system of interconnected paved multi-use trails (SUN Trail

network) for bicyclists and pedestrians, physically separated from the road.

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

Funding Source:

Capital Improvement Fund - SUN Trail Long Bay - Old Jennings to Live Oak Lane - All Grants
- Infrastructure

Account No:

FD3003 - PRJ100653 - CC1233 - SC563000

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
▫ Contracts_GAI SUN Trail	Agreement/Contract	2/4/2025	SUN_Trail_Design_- _GAI.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	1/8/2025 - 3:54 PM	Item Pushed to Agenda

**AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES
FOR PLANNING AND DESIGN OF SUN TRAIL ALONG
OLD JENNINGS ROAD AND LONG BAY ROAD**

This Agreement for General Engineering Consulting Services for Planning and Design of SUN Trail along Old Jennings Road and Long Bay Road (“Agreement”) is entered into this ____ day of February, 2025 (“Effective Date”) between GAI Consultants, Inc., a Pennsylvania Corporation authorized to do business in Florida (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the Shared-Use Nonmotorized (SUN) Trail Program, administered by the State of Florida Department of Transportation (“Department”), provides funding for the development of a statewide system of interconnected paved multi-use trails (SUN Trail network) for bicyclists and pedestrians, physically separated from the road; and

WHEREAS, the SUN Trail network aligns with the Florida Greenways and Trails System Plan’s Land Trail Priority Network overseen by the Department of Environmental Protection’s Office of Greenways and Trail and includes connections to and through lands of the Florida Wildlife Corridor Act; and

WHEREAS, on April 8, 2024, the County and the Department entered into a Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement, Clay County Agreement No.: 2023/2024-120, FPN No.: 449202-3-54-01, Department Contract No.: G2W28 (“Grant Agreement”), as it may be amended from time to time, to address the design, construction and CEI of a shared use nonmotorized trail on Long Bay Road and Old Jennings Road from SR 21 to Live Oak Lane located in Clay County, Florida; and

WHEREAS, the Department has agreed to participate in the costs for the shared use nonmotorized trail up to the maximum amount set forth in the Grant Agreement and shall reimburse the County for costs incurred to deliver such project as set forth in the Grant Agreement; and

WHEREAS, the shared use nonmotorized trail is or shall be a component of the SUN Trail network; and

WHEREAS, the County issued a Request for Qualification, RFQ No. 23/24-079 (“RFQ”) to solicit and engage a qualified engineering firm to design a new (approximately three and a half (3.5) mile) section of SUN Trail network in Clay County that will run along Old Jennings Road from Live Oak Lane to Long Bay Road, then along Long Bay Road from Old Jennings Road to SR-21 (Blanding Boulevard) including intersection improvements and signal modifications; and

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

WHEREAS, the County evaluated the qualification(s) submitted in accordance with Section 287.055, Florida Statutes, and the County selected the Consultant based on the Consultant’s Response; and

WHEREAS, the Consultant is licensed and qualified to provide the services and has delivered more than 100 miles of trails around the State of Florida; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ, including all Attachments thereto, which include, but are not limited to, the Grant Agreement, the Sun Trail Typical Section Detail, and the Clay-Duval County Trail Feasibility Study, and the Consultant’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, state funds provided to the County through the Grant Agreement will be used to fund all or a portion of the services provided under this Agreement; and

WHEREAS, the parties desire to enter into this Agreement, and the Consultant desires to provide and perform the services as requested by 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:

SECTION 1. PROJECT

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) The Consultant shall provide professional engineering services to design a new section of SUN Trail network in Clay County that will run along Old Jennings Road from Live Oak Lane to Long Bay Road and along Long Bay Road from Old Jennings Road to SR-21 (Blanding Boulevard) including intersection improvements and signal modifications (the “Project”).
- (c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Craig Singleton, Capital Projects-Project Manager, or designee.

SECTION 2. SCOPE OF SERVICES

- (a) The scope of services to be provided by the Consultant in performing the design services for the Project are set forth in the RFQ Scope of Services attached hereto as **Attachment A**, the

Consultant's Response incorporated herein by reference, and the Consultant's Clarifications to the Scope of Services attached hereto as **Attachment B** (the "Services").

(b) The general objective for the Consultant is to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents for the construction of the Project that is in accordance with FDOT Standard Plans, FDOT Standard Specifications, and SUN Trail grant provisions. Drawings with budget cost estimates and supporting documents will be submitted for review and approval by the County at 30%, 90% and 100% design plan stages. Any changes, refinements, or modifications, which may be required after review, shall be completed by the Consultant and submitted to the County for approval at each stage of the project at no additional cost.

(c) The Consultant shall submit their Quality Assurance/Quality Control (QA/QC) Plan that will be used during the design of the Project to the County's Project Manager within twenty calendar days of the Effective Date of this Agreement.

(d) The Consultant's Clarifications includes a design schedule for the Services ("Project Schedule") which is attached hereto as part of **Attachment B**. The Project Schedule may otherwise be updated as necessary, but the Consultant shall not make material changes which increase the Final Completion Date unless otherwise modified upon executed approval of a Change Order and written agreement of the parties. The approval of the Project 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 meet the Final Completion Date.

(e) The Consultant must meet with the Project Manager on a regular basis as arranged by the parties to review the status of the Services, upcoming critical activities, and overall performance. In addition to the meetings, the Consultant must provide to the Project Manager thorough and accurate monthly progress reports detailing the status of the Project and overall progress of the Services in accordance with the Project Schedule, identifying forecasted Services to be performed, and timeframe of the Services.

(f) The Consultant and its subconsultants must meet the Department prequalification requirement(s) in the appropriate fields/work classes throughout the term of this Agreement. The Consultant shall submit any new applications or documents as required to the Department to maintain its certificate of qualification with the Department.

(g) In entering into this Agreement, the Consultant represents that it now has or will secure all personnel and equipment required to perform all 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. The Consultant shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

(h) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform any and all Services assigned in a timely, efficient, workmanlike, and cost-effective manner that comports with professional industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(i) 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”).

(j) 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.

(k) During the term of the Agreement, the County will conduct performance evaluations to determine compliance with the Agreement. If deficiencies are indicated, remedial action shall be implemented immediately. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies.

(l) In addition to all other rights and remedies which the County may have under this Agreement, financial consequences may be assessed by the County against the Consultant should the Consultant fail to perform the Services in accordance with the Agreement or fail to meet the deliverables schedule for the Project. Such financial consequences will be calculated based on the financial losses incurred by the County due to the Consultant’s failure to perform as agreed. The calculation of such financial consequences will take into account any fees paid to the Consultant for the unperformed services, any costs incurred by the County to correct or mitigate the failure, any direct losses suffered by the County as a result of the failure, and any other relevant factors. Nothing contained herein shall be construed to limit or prevent the County from seeking and recovering any other damages that may arise as a result of the Consultant’s breach and/or failure to perform any condition, provision, or obligation of this Agreement. Additionally, the County’s decision to seek financial consequences shall not be construed as a waiver of any legal remedies the County may have as to any default or breach under this Agreement.

SECTION 3. ADDITIONAL SERVICES AND FEES

(a) 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 Project, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

- (a) The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Project. The Consultant agrees to timely perform all Services as provided for in this Agreement.
- (b) The Consultant shall deliver to the County 100% final design plans by April 13, 2026 (“Final Completion Date”). The Final Completion Date shall be extended only upon approval by the Division and subsequent written agreement of the County and the Consultant.
- (c) The Consultant may continue to provide post design services through the construction close-out/final inspection for the work associated with the Project if requested by the County. An amendment to the Agreement will be issued for any such post design services.
- (d) The failure of the Consultant to meet the completion date specified in this Agreement shall not, in and of itself, constitute a termination of this Agreement, unless such failure is accompanied by a termination notice issued in accordance with the terms herein. This Agreement shall remain in full force and effect, and the Consultant shall remain obligated to complete the Services, subject to any applicable remedies available to the County for such delay, unless an extension of time is expressly agreed to in writing by the County.

SECTION 5. 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 Consultant’s Clarifications. 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 Services of its subconsultants and of persons directly or indirectly employed by them.
- (d) The Consultant shall cause appropriate provisions under this Agreement 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.

SECTION 6. PAYMENT FOR SERVICES

(a) The County agrees to pay the Consultant for the Services performed for the Project in accordance with the terms of this Agreement in the **lump sum amount of \$1,211,614.15** as set forth in the Consultant's Fee Summary attached hereto as **Attachment C**. This amount includes the Services performed by the Consultant and its subconsultants, materials testing, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, costs, and any other expenses associated with the Consultant's performance of the Services in accordance with the scope of services set forth in this Agreement.

(b) The optional services identified in **Attachment C** are not included in the total lump sum amount set forth above. If the County wishes to add any of these optional services to the Project, such optional service(s) must be mutually agreeable between the parties and be made a part of this Agreement by a written amendment at the rates/fees reflected in **Attachment C**.

(c) 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 Section 7.

SECTION 7. 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. 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 the Services done or completed for the Project. All partial Invoices/estimates and payments shall be subject to correction when submitted, and/or, in the subsequent estimates and payments, and the final estimate and payment.

(c) 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, and in no event shall payment exceed the total lump sum amount unless otherwise modified upon executed approval of a Change Order and written agreement of the parties.

(d) 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 (if applicable).
- 4) The period and brief description of the Services covered by the Invoice.
- 5) The total amount of payment requested, the total amount previously requested, and the total amount paid date.
- 6) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
- 7) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(e) 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, installed, performed or to be 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 has not been properly delivered, installed, performed or to be 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.

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

(g) 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.

(h) Prior to submitting an Invoice, the Consultant shall certify that all subconsultants and suppliers having any interest or performing any of the Services in relation to the Project have received their pro rata share of previous periodic payments to the Consultant for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Consultant shall within 10 days of receipt of progress payments pay all subconsultants and suppliers performing any of the Services or supplying any of the materials with respect to the Project their pro rata shares of the payment for all Services completed and materials supplied. The term “subconsultant”, as used herein, shall mean a person(s) or firm(s) that enters into a subconsultant agreement with the Consultant for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services of the Project for which partial payment has been made by the County.

(i) Final Payment. The acceptance by Consultant, including its successors or assigns, of any Final Payment due upon the termination of this Agreement or completion of the Services, will 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 Consultant, its successors, or assigns have or may have against the County under the provisions of this Agreement, unless otherwise a claim was previously and properly filed by the Consultant.

(j) 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 to the extent caused by the Consultant’s negligent performance of any of the Services furnished under this Agreement.

SECTION 8. 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 subcontractors 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.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and 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 \$5,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$5,000,000 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 carriers listed above waive, 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**" and "**State of Florida Department of Transportation**" 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 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; ten (10) days' notice if cancellation is for nonpayment of premium. 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.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

(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 and the Department, including their officers and directors 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. No negligence shall be attributed to the Consultant based on any acts or omissions of County's contractors or other consultants.

(b) The foregoing indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes and shall not constitute a waiver of the County's or the Department's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

(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 Section shall survive the termination or expiration of this Agreement.

SECTION 11. DEFAULT AND TERMINATION

(a) Default. 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 materially perform on time; provides false or inaccurate information; fails to make payment to subcontractors or suppliers in accordance with the Agreement or in accordance with the respective agreements between the Consultant and the subcontractors 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 contractor to be in default and may assert a default claim by giving the contractor a written notice of default. except for a default by the contractor 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. If the Consultant fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) 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's sureties 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, additional costs, and any other additional 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.

(c) 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, together with any retainage withheld, 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.

(d) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated work and shall stop work 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 subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to 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) 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.

(g) 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 other 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 by the quickest means available, 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.

SECTION 12. REMEDIES

(a) The parties will first attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Consultant and the County 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.

SECTION 13. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

(a) The Consultant acknowledges that state funds will be used to fund the Project.

(b) The Consultant acknowledges that the County as a recipient of state funding must complete financial, performance, and compliance reporting as may be required. The Consultant agrees to support the County's efforts to comply with any reporting obligations.

(c) All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of state funds, including but not limited to, the Reference Guide for State Expenditures.

(d) The Consultant acknowledges that the Department shall have the right to review and approve all contracts and documents associated with the Project. As may be applicable, the Consultant also agrees to provide the Department's authorized representatives access to construction or other work sites pertaining to the Services being performed under this Agreement.

(e) In performance of the Services, the Consultant is bound by and shall comply and require its subconsultants to comply with all terms and conditions of this Agreement and all federal, state, and local laws, regulations, executive orders, and specifications applicable to the Services performed under this Agreement. Any express reference in this Agreement to a particular law, statute, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, or 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.

(f) The Consultant hereby certifies that the Certification regarding Debarment, Suspension, Ineligibility attached hereto as **Attachment D** and Certification for Disclosure of Lobbying Activities attached hereto as **Attachment E** that were executed by the Consultant in response to the RFQ are still valid and are incorporated herein by reference.

(g) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 in relation to the Project.

(h) The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 in relation to the Project.

(i) If the Consultant enters into any contracts or agreements with any subconsultants, then the Consultant agrees to include in the contract or agreement that (1) the subconsultant is bound by the terms of this Agreement, and (2) the subconsultant is bound by all applicable federal, state, and local laws and regulations. The Consultant acknowledges that such contract or agreement may require review and approval by the County and/or the Department.

SECTION 14. DOCUMENTS, OWNERSHIP, AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data 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. Any reuse of the work product described above without written verification or adaptation by Consultant, as appropriate, for the specific purpose intended, will be at County's sole risk and without liability or legal exposure to Consultant.

(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, inspector's logs, all approved

shop drawings, and any other documents and pictures compiled by the Consultant that have been 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.

SECTION 15. ACCURACY OF SERVICES

(a) The Consultant shall be responsible for the quality, technical accuracy, completeness, proprietary of information concerning its services, and coordination of all designs, drawings, specifications and other services furnished by the Consultant and its subconsultants and/or vendors under this Agreement. The Consultant shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or its subconsultants and/or vendors 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 during the design and construction of the Project.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial engineering, design or consulting services required in connection therewith as soon as reasonably possible after receipt of such notice from County.

(c) At any time during the construction of the Project, the Consultant shall confer with the County for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Consultant. The Consultant shall prepare all data to correct its errors and/or omissions without added compensation, even though final payment may have been received therefor. The Consultant shall also be responsible for any financial losses or damages incurred by the County due to the Consultant's errors and/or omissions.

SECTION 16. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. In the event of litigation or settlement of claims arising from the performance of this Agreement, the Consultant agrees to maintain all records until the County, the Department, the

Department of Financial Services (DFS), the State of Florida Chief Financial Officer, the State of Florida Auditor General (or designee), or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(b) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the Department, DFS, the State of Florida Chief Financial Officer, the State of Florida Auditor General (or designee), or any of their authorized representatives. The Consultant and any of its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services in accordance with generally accepted accounting principles consistently applied, and the Consultant must make the records available upon request by any of the foregoing parties. The Consultant agrees to permit the County, the Department, DFS, the State of Florida Chief Financial Officer, the State of Florida Auditor General (or designee), or any of their authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Pursuant to Section 20.055(5), Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, subcontractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Consultant understands and agrees to comply with Section 20.055(5), Florida Statutes, and agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

(d) The Consultant must require that each of its subconsultants will provide access to the subconsultant's records pertaining to the Service upon request by the County.

(e) Failure of the Consultant or any of its subconsultants to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

(f) This Section shall survive the termination or expiration of this Agreement.

SECTION 17. 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 Section 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 contract 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 CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 18. 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.

SECTION 19. 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.

SECTION 20. 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.

SECTION 21. 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 subconsultants 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 subconsultant during the term of the subconsultant agreement. Subconsultants shall provide the Consultant with an affidavit stating that the subconsultant 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 Section is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

SECTION 22. LOBBYING PROHIBITION CERTIFICATION

(a) In compliance with Section 216.347, Florida Statutes, the undersigned hereby certifies that the Consultant shall not use any funds associated with this Agreement for the purpose of lobbying the legislature, the judicial branch, or a state agency. The Consultant further certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

SECTION 23. 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 Section, 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.

SECTION 24. 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 one (1) year following the completion date of this Agreement.

SECTION 25. NON-DISCRIMINATION

(a) The Consultant agrees to comply with the 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.

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement. The Consultant agrees that on written request, the Consultant shall permit reasonable access to its records of employment, employment advertisements, application forms, and other pertinent data and records, by the Project Manager, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement. The Consultant agrees that if any of the obligations of this Agreement are to be performed by a subcontractor, then the provisions of this Section shall be incorporated into and become a part of the subcontractor agreement.

SECTION 26. SUSPENSION AND DEBARMENT

(a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. By execution of this Agreement, the Consultant certifies, that neither it nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency (see 2 C.F.R. § 180.940 and 2 C.F.R. § 180.935).

(b) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a provision requiring such compliance with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County and the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION 27. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(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 subconsultant of the Consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

SECTION 28. 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.

SECTION 29. NOTICE

(a) All notices given under this Agreement (excluding day-to-day communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) 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:

GAI Consultants
12574 Flagler Center Blvd
Suite 200
Jacksonville, FL 32258
Attention: Kevin Leadbetter, PE
Copy to: Bobby Jamieson, PE, PTOE

If to County:

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

SECTION 30. 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.

SECTION 31. NO SUBLETTING OR ASSIGNMENT

(a) The Consultant shall not sublet or 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 sublet or assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to sublet or assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 32. 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 or such documents against either party to this Agreement.

SECTION 33. 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. Additionally, the Consultant shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

SECTION 34. 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 or Invoices forwarded by the Consultant to the County.

SECTION 35. 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.

SECTION 36. GOVERNING LAW AND VENUE

(a) The County and Consultant agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 37. ATTORNEYS' FEES

(a) 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, or obligations 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, costs, and expenses against the other party, including fees, costs, and expenses 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. 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.

SECTION 38. 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.

SECTION 39. 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.

SECTION 40. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 41. COUNTERPARTS

(a) The Agreement may be executed in one or more 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.

SECTION 42. ATTACHMENTS

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

Attachment A	RFQ Scope of Services
Attachment B	Consultant's Clarifications to Scope and Project Schedule
Attachment C	Consultant's Fee Summary
Attachment D	Certification Regarding Debarment, Suspension, and Ineligibility
Attachment E	Certification for Disclosure of Lobbying Activities

SECTION 43. ENTIRE AGREEMENT

(a) This Agreement represents the entire agreement between the parties for the provision of the Services. 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.

SECTION 44. AUTHORITY

(a) The parties to this Agreement 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 to the Agreement 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.

GAI CONSULTANTS, 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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ATTACHMENT A
RFQ SCOPE OF SERVICES

3. Scope of Work

3.1. Purpose

The County has received a Florida Department of Transportation (FDOT) Grant for the design, construction, and construction engineering and inspection (CEI) services of a shared use nonmotorized trail. Specifically, this Request for Qualification (RFQ) is for Professional Engineering Services to design a new (approximately three and a half (3.5) mile) section of SUN Trail pathway in Clay County, Florida. The trail is to connect to an existing portion of the SUN Trail at the intersection of Live Oak Lane and Old Jennings Road. This portion of trail will run along Old Jennings Road from Live Oak Lane to Long Bay Road, then along Long Bay Road from Old Jennings Road to SR-21 (Blanding Boulevard) including intersection improvements and signal modifications. This assignment shall prepare a complete set of construction documents to construct a new trail in accordance with the FDOT Standards and SUN Trail Grant provisions. In general, the design shall consist of the construction of a new twelve (12) foot wide shared use nonmotorized pathway including pedestrian bridges, traffic signal modifications, right-of-way acquisition, storm water pond(s), permitting, and all other necessary items to construct the improvements (Attachment G).

3.2. Grant Funded

This project is being supported, in whole or in part, by the Florida Shared-Use Nonmotorized (SUN) Trail Network Program through FPN: 449202-3-54-01.

The SUN Trail program provides funding for the development of a statewide system of interconnected paved multi-use trails (SUN Trail network) for bicyclists and pedestrians, physically separated from the road. The SUN Trail network aligns with the Florida Greenways and Trails System (FGTS) Plan's Land Trail Priority Network overseen by the Department of Environmental Protection's Office of Greenways and Trail (OGT) and includes connections to and through lands of the Florida Wildlife Corridor Act.

Additional information regarding program can be found at FDOT's Shared-Use Non-motorized (SUN) Trail Program page on their website.

The Consultant will comply with all Federal laws, rules, regulations, and executive orders applicable to the receipt of funding from the Grant and will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.

The Federal Government has transitioned from the use of the DUNS Number (i.e., an identifier issued by Dun and Bradstreet) to the Unique Entity Identifier (UEI) as the primary means of entity identification for Federal awards government-wide. UEIs are required in accordance with 2 CFR Part 25, and the transition from DUNS to UEI has resulted in the UEI being issued by the Federal Government in SAM.gov.

3.3. Pre-Qualifications

Consultants shall be Florida Department of Transportation (FDOT) Pre-Qualified in the following field:

A. Work Type 3.1 Minor Highway Design

Consultants shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Consultants' profession or business. Consultants shall provide proof of certification and/or registration by the State of Florida applicable to the work required in the solicitation.

Either the Prime Consultant or Subconsultant(s) must hold the Pre-Qualifications referenced above.

3.4. Objectives

The general objective for the Consultant is to prepare a set of contract documents including plans, specifications, supporting engineering analyzes, calculations and other technical documents for the construction of the approximately the three and half (3.5) miles of the SUN Trail.

The Consultant shall perform initial field work, survey, which will include verification of horizontal and vertical controls, key map, typical section, summary of quantities, photography, construction cost estimate, drainage design, pipe sizes, drainage calculations, plan and profile design, cross-sections, standard trail drawings, right-of-way support, signing and pavement marking map, signalization plans, utility agency coordination, soil survey and geotechnical, summary of drainage structures, and securing the necessary permits from the appropriate regulatory agencies such as: The Florida Department of Environmental Protection (FDEP), The St. Johns River Water Management District, FDOT, etc., as the construction plans progress.

3.5. General Project Tasks

The Consultant shall prepare a set of contract documents in accordance with the most current FDOT, manuals, guidelines, standards, handbooks, procedures, and current design memorandums unless otherwise approved by the County's Engineer. This work effort includes required design and analysis to prepare a complete set of Roadway, Traffic Control, Utility Adjustment, Signalization, Bid Documents, Specifications, Computation Book and Quantities, and other necessary documents. In addition, this project shall comply with FDOT Sun Trail Grant requirements.

3.6. Plan Submittals

The Consultant shall furnish plans and documents as required by the County to adequately control, coordinate, and approve the plans.

The Consultant will prepare all plans and permit applications related to all required permits, and respond to permitting agency requests for additional information. The Consultant will assist Clay County in all negotiations and communications required during the processing of these permits.

Plans with budget cost estimates and supporting documents shall be submitted for review and approval by the County at 30%, 90% and 100% completion stages. Any changes, refinements, or modifications, which may be required after review, shall be completed by the Consultant and submitted to the County for approval at each stage of the project at no additional cost.

The Consultant shall distribute plan submittals as shown:

30% Concept Submittal

- Submit a minimum of two (2) preliminary conceptual roadway plans based on conversations with the County at the Kickoff meeting;
- Submit one (1) copy of each alternatives' cost estimate;
- Summarize the cost/benefits of each alternative;
- Submit list of all permits, which will need to be acquired to construct the project along with any application fee.

90% Submittal

- Submit three (3) sets of roadway plans;
- Submit three (3) copies 90% cost estimate;
- Submit three (3) copies of any relevant completed technical report, analysis or study.

100% Submittal

- Submit three (3) sets of roadway plans sheets;
- Submit three (3) copies 100% cost estimate;
- Submit three (3) copies of any relevant completed technical report, analysis or study.

Up to six (6) sets of plans will be submitted to the County upon acceptance of the final contract documents plans. One (1) additional set of roadway plans will be signed and sealed by the registered engineer. The Consultant shall also deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the County on acceptable electronic media, as determined by the County.

3.7. Project Bidding and Negotiating

The Consultant will prepare a bid package and specifications for the bidding of this project. Said bidding shall be in accordance with the County's normal bidding procedures. The Consultant shall be prepared to respond to questions during the bidding phase of the project and shall anticipate processing one addendum to the bid. Upon bid submittal, the Consultant shall review the bids and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant and Clay County Purchasing Department.

The Consultant shall provide copies of the required plans and documents for each Plan Review. Prior to each Plan Review, the County's Project Manager or designee will determine the specific number of copies required prior to each submittal.

3.8. Schedule

The awarded Consultant shall have the design completed by May 01, 2025.

3.9. [Provisions for Work](#)

All maps, plans, designs, and necessary documents are to be prepared with English values in accordance with all applicable current FDOT manuals, memorandums, guidelines and other documents listed below:

- General
 - Florida Statutes
 - Florida Administrative Codes
 - Florida Department of Transportation Project Development and Environmental Manual
 - Florida Department of Transportation Plans Preparation Manual
 - Florida Department of Transportation Standard Specifications for Road and Bridge Construction
 - Florida Department of Transportation Handbook for Preparation of Specifications Package
 - Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
 - Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
 - Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982
 - CADD Production Criteria Handbook
 - CADD Manual
 - Florida's Level of Service Standards and Guidelines Manual for Planning
 - Equivalent Single Axle Load Guidelines
 - Design Traffic Procedure
 - K-Factor Estimation Process
 - Project Traffic Forecasting Guidelines
 - Florida Department of Transportation Basis of Estimates Manual
 - Quality Assurance Guidelines
 - Safety Standards
 - Rule 5J-17, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
 - Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys

- Any special instructions from the DEPARTMENT
- Utility Accommodations Guidelines
- Policy for Geometric Design of Highways and Streets
- Florida Department of Transportation Materials Manual
- Permits
 - Any and all necessary Environmental Resource Permits and requirements
- Drainage
 - Drainage Manual
 - Drainage Handbooks
 - Storm Drain
 - Optional Pipe Materials
 - Stormwater Management Facility
 - Cross Drain
 - Erosion and Sediment Control
 - Hydrology
 - Temporary Drainage Handbook
- Survey
 - Location Survey Manual
 - Highway Field Survey Specifications
 - Automated Survey Data Gathering
 - Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects
 - Standards for Consultant-Submitted G.P.S. Static Control Projects
 - EFB User Guide
 - Chapter 472, F.S.
 - Chapter 177, F.S.
 - FDEP Bureau of Surveying and Mapping
- Traffic Operation Manuals
 - American Disabilities Act

- AASHTO - Guide for Development of Bicycle Facilities
- Federal Highway Administration Standard Highway Signs Manual
- Florida Department of Transportation Traffic Engineering Manual
- Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
- National Electrical Code
- National Electric Safety Code
- Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCO)
- Minimum Specifications for Traffic Control Signal Devices
- Florida Department of Transportation - Florida Roundabout Guide
- FHWA - Roundabouts: An Informational Guide
- Florida Department of Transportation Median Handbook
- AASHTO - An Information Guide for Highway Lighting
- Mapping
 - Right-of-Way Mapping
 - Florida Department of Transportation Right-of-Way Handbook
 - Florida Department of Transportation Right-of-Way Manual
- Structures
 - AASHTO Standard Specifications for Highway Bridges and Interims (for curved steel bridges and pedestrian bridges only)
 - AASHTO LRFD Bridge Specifications and Interims
 - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, dated 1994
 - AASHTO LFD Guide Specifications for Steel Curved Girder Bridges
 - AASHTO Guide Specifications for Horizontally Curved Highway Bridges
 - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
 - AASHTO Guide Specifications for Design of Pedestrian Bridges
 - AASHTO Guide Specifications for Structural Design of Sound Barriers

- Florida Department of Transportation Structures Design Guidelines
- Florida Department of Transportation Structures Detailing Manual
- Florida Department of Transportation Structures Standard and Semi-Standard Drawings
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation - New Directions For Florida Post-Tensioned Bridges Volumes 1-5
- Florida Department of Transportation Bridge Load Rating Permitting And Posting Manual
- Geotechnical
 - Soils and Foundation Handbook
 - Manual of Florida Sampling and Testing Methods
- Landscape Architecture
 - Florida Highway Landscape Guide

3.10. [Roadway Analysis](#)

The Consultant shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums unless otherwise approved by the County's Engineer.

A. **Survey**

1. The Consultant shall provide the Project survey prior to the first plan submittal.

B. **Right-of-Way and Real Estate Support Services**

1. Assist the County's Real Estate Division with the acquisition of right-of-way, easements and properties for the Project. This may involve but not limited to the following activities:
 - a. Performing property, right-of-way and easement boundary surveys;
 - b. Preparing right-of-way plans, maps, and legal descriptions;
 - c. Performing title searches and abstracts;
 - d. Staking right-of-way in the field;

- e. Performing appraisal, acquisition and relocation services in accordance with County and FDOT requirements;
- f. Land Use Planning services for property acquisition by negotiation and eminent domain, e.g., impact and "cure" purposes for appraisals, or reviewing and commenting on such work.

C. Preliminary Horizontal Control Plan

1. The Consultant shall provide a Preliminary Horizontal Control Plan prior to the first plan submittal.

D. Horizontal/Vertical Master Design Files

1. The Consultant shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management and scope of work.
2. In addition, the design shall be developed to work with the design elevations of the proposed adjacent industrial design, see Attachment G.

E. Traffic Control Analysis

1. The Consultant shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop-offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).
2. The Consultant shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. Before proceeding with the Traffic Control Plan, the Consultant shall meet with the appropriate County personnel. The purpose of this meeting is to provide information to the Consultant that will better coordinate the Preliminary and Final Traffic Control Plan efforts.
3. The Consultant shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the Consultant shall notify the County's Project Manager or designee as soon as possible. Proposed road closings must

be reviewed and approved by the County. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities.

F. Master TCP Design File

1. The Consultant shall develop master Traffic Control Plan (TCP) files.

G. Quantities and Cost Estimates

1. The Consultant shall develop accurate quantities and cost estimates including supporting documentation. This also includes estimated construction days.

H. Utility Coordination

1. The Consultant shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plan submittal. The Consultant shall develop utility conflict information to be provided to County Project Manager or designee. The County shall coordinate with the identified UAOs and provide any Utility Work Schedule to the Consultant. The Consultant shall review Utility Work Schedules provided by the UAO versus the project design, TCP and the estimated construction time.

I. Quality Assurance/Quality Control

1. The Consultant shall submit their Quality Assurance / Quality Control (QA/QC) Plan that will be used during the design of this project to the County's Project Manager or designee within twenty (20) calendar days of the written Notice to Proceed.

3.11. Drainage Analysis

The Consultant shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The Consultant shall be responsible for reviewing the existing drainage and stormwater management system to check for maintenance issues. All design work shall comply with the requirements of the appropriate regulatory agencies and the Florida's Department of Transportation Drainage Manual and Stormwater Management Facility Handbook.

The Consultant shall coordinate fully with the appropriate permitting agencies and the County's staff. All activities and submittals should be coordinated through the County's Project Manager or designee. The work will include the engineering analyses for any or all of the following:

A. Drainage Map Hydrology

1. Verify the accuracy of the drainage basin boundaries to be used in the original design. Basin delineation shall incorporate existing survey and shall be supplemented, as necessary, with other appropriate data sources (such as permitted site plans) and field observations. Basin

delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Prepare the Drainage Maps in accordance with the Florida Department of Transportation Plans Preparation Manual.

B. Under Drain Systems

1. Analyze and Design underdrain to provide adequate relief from heightened groundwater levels that may harm the roadway system. Determine the size and length of underdrain necessary to keep seasonably high groundwater down to an acceptable elevation.

C. Drainage Design Documentation Report

1. Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions.

3.12. Trail Plans

The Consultant shall prepare Trail, Drainage, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details necessary to construct the proposed SUN Trail. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction: key sheet, drainage map(s), typical sections sheet(s), summary of quantities sheet(s), box culvert data sheet(s), summary of drainage structures sheet(s), project layout sheet(s), reference points, general notes, plan/profile sheet(s), special profile sheet(s), intersection layout sheets, miscellaneous detail sheet(s) (if applicable), drainage structure sheet(s), miscellaneous drainage detail sheet(s) (if applicable), pond detail sheet(s), pond cross section sheet(s), lateral ditch sheet(s), control structure detail sheet(s), roadway soil survey sheet(s), cross section sheet(s), SWPPP sheet(s), erosion control sheet(s), traffic control sheet(s), utility adjustment sheet(s), utility verification sheet(s) (if applicable) and any other detail sheets necessary to convey the intent and scope of the project for the purpose of construction.

Computerized aerial drawings will be utilized in the development of the Trail plans. Stationing of the project will be approximate and will be based on existing information. Plans production will generally follow FDOT tabloid size plan format.

3.13. Traffic Control Plans

The Consultant shall prepare plan sheets, notes, and details to include the following: typical sections sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), tabulation of quantities sheets(s), and traffic control plans sheets(s) for the cross-drain replacements or relocation only.

3.14. Utilities

The Consultant shall be responsible for attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the roadway plans. In addition, any utility may piggy-back this design contract to add any necessary facilities required in the roadway. A fee for specific utility work would be agreed upon by the appropriate parties.

The County shall be responsible to coordinate utility relocation with all Utility Agency / Owners. The County shall provide markups and/or utility work schedule to the Consultant. The Consultant shall be responsible for reviewing the information in reference to the proposed improvement and to incorporate the utility information into the Utility Adjustment Plans.

3.15. Environmental Services and Permits

A. Preliminary Project Research

1. The Consultant shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure the design efforts are properly directed towards permits requirements. The Consultant shall perform and produce a Wetland Evaluation Report, Endangered Species Report and Biological Assessment and Essential and Habitat Report.
2. The Consultant shall also review for any existing easements or other restrictions that may exist both within or proposed project boundary. The Consultant shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Project research may include but should not be limited to review of available federal, state, and local permit files and databases, local government information including county and property appraiser data. This information will be shown on the plans as appropriate.

B. Field Work

1. Quality Assurance/Quality Control

- a. At the Pre-construction Conference, the Engineer of Record (EOR) must be prepared to discuss the Erosion Control Plan, including environmentally sensitive areas, and known risk, proposed avoidance measures, and the special requirements listed in the permit for this project. Payment for attending the Pre-construction Conference will be made through Post Design Services, to be negotiated post-Letting.

3.16. Structures

The Consultant shall analyze and design all structures in accordance with applicable provisions as defined in Section 3.8, Provisions for Work. Individual tasks identified are defined in the Florida Department of Transportation Staff Hour Estimation Handbook and within the provision defined in Section 3.8, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The Consultant shall provide Design Documentation to the County with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on 8½"x11" paper (where possible) and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-registered professional engineer. A cover sheet indexing the contents of the calculations shall be

included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

The Consultant shall coordinate with the County and the Florida Department of Transportation District 2 Structures Maintenance Department for all necessary submittals for inclusion into the Structures Inventory system.

3.17. Signing and Pavement Markings

The Consultant shall prepare plan sheets, notes, and details to include the following: General Note sheet(s), Tabulation of Signing and Marking sheet, and Special Marking Details sheet(s).

3.18. Special Purpose Route Survey

The Consultant shall be responsible for survey operations adequate for the design as per Florida Statute.

3.19. Mapping

The Consultant will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable Manuals, Procedures, Handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to County size and format requirements utilizing approved software, and will be designed to provide a high degree of uniformity and maximum readability. The Consultant will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the County for review at stages of completion as negotiated.

3.20. Geotechnical

The Consultant shall be responsible for a complete geotechnical investigation. All work performed by the Consultant shall be in accordance with all applicable standards.

Prior to beginning geotechnical investigation, the Consultant shall submit investigation plan and meet with the County's Project Manager or designee to review the project scope and applicable requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The Consultant shall notify the County in adequate time to schedule a representative to attend all related meetings and field activities.

A. Document Collection and Review

1. Consultant will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other

- geotechnical related resources. Prior to field reconnaissance, Consultant shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.
2. The Consultant shall be responsible for coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until acceptance of final plans.
 3. Consultant shall perform specialized field-testing as required by project needs.
 4. All laboratory testing and classification will be performed in accordance with all applicable standards including, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.
- B. Detailed Boring Location Plan**
1. Develop and provide detailed boring location plan.
- C. Permits**
1. Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.
- D. Property Clearances**
1. Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the County's Project Manager or designee.
- E. LBR Sampling**
1. Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.
- F. Coordination of Field Work**
1. Coordinate all field work required to provide geotechnical data for the project.
- G. Soil and Rock Classification - Roadway**
1. Refine soil profiles recorded in the field, based on results of laboratory testing.
- H. Design LBR**
1. Determine design LBR values from the 90% and mean methods.
- I. Laboratory Data**
1. Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.
- J. Seasonal High-Water Table**

1. Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

K. Parameters for Water Retention Areas

1. Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

L. Limits of Unsuitable Material

1. Delineate limits of unsuitable material(s) in both horizontal and vertical directions. If requested, prepare a plan view of the limits of unsuitable material.

M. ASCII Files for Cross-Sections

1. Create ASCII files of boring data for cross-sections.

N. Embankment Settlement and Stability

1. Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

O. Design Groundwater Level for Structures

1. Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

P. Bridge Construction and Testing Recommendations

1. Provide construction and testing recommendations including potential constructability problems.

Q. Walls

1. Provide the design soil profile(s), which include the soil model/type of each layer and all soil engineering properties required by the Engineer of Record for conventional wall analyses and recommendations. Review wall design for geotechnical compatibility and constructability.
2. Evaluate the external stability of retaining walls. For retained earth wall systems, calculate and provide minimum soil reinforcement lengths versus wall heights, and soil parameters assumed in analysis. Estimate differential and total (long term and short term) settlements.
3. Provide wall construction recommendations.

R. Soil Parameters for Signs, Signals, and Strain Poles and Geotechnical Recommendations

1. Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

S. Box Culvert Analysis

1. Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.
2. Provide lateral earth pressure coefficients.
3. Provide box culvert construction and design recommendations.
4. Estimate differential and total (long term and short term) settlements.
5. Evaluate wingwall stability.

T. Geotechnical Recommendations

1. Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

U. Preliminary Roadway Report and Pavement Evaluation Report

1. If a preliminary roadway investigation is performed, a preliminary roadway report shall be submitted before the Conceptual plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems. Copies of U.S.G.S. and S.C.S. maps with project limits shown. A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505. Results of all tasks discussed in the previous section (Data Interpretation and Analysis). An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations. The Consultant will respond in writing to any changes and/or comments from the County and submit any responses and revised reports. If a pavement evaluation is performed, the evaluation and report submittal shall be in accordance with Section 3.4 of the Materials Manual: Pavement Coring and Evaluation.

V. Final Roadway Report

1. The Final Roadway Report shall include the following:
 - a. Copies of U.S.G.S. and S.C.S. maps with project limits shown.

- b. A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- c. A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- d. Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- e. An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- f. The Consultant will respond in writing to any changes and/or comments from the County and submit any responses and revised reports.

W. Final Report – Bridge, Walls, Signs, and Signals

1. The final structures report shall include the following:
 - a. Copies of U.S.G.S. and S.C.S. maps with project limits shown.
 - b. Summary of structure background data, SCS, USGS, geologic and potentiometric data.
 - c. The results of all tasks discussed in the previous section (Data tation and Analysis).
 - d. Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
 - e. Any special provisions required for construction that are not addressed in the Florida Department of Transportation’s Standard specification.
 - f. An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.
 - g. Final reports will incorporate comments from the County and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to the County Project Manager or designee for review prior to project completion. After review by the County Project Manager or designee , the reports will be submitted to the County Project Manager or designee in final form and will include the following:
 - i. All original plan sheets (11” x 17”)

- ii. One (1) set of all plan and specification documents, in electronic format, according to Department requirements
 - iii. Two (2) sets of record prints
 - iv. Two (2) sets of any special provisions
 - v. All reference and support documentation used in preparation of contract plans package
2. Additional final reports (up to four (4)), aside from stated above, may be needed and requested for the County's Project Manager or designee and other disciplines.
 3. The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer registered in the State of Florida.
 4. Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

X. Drafting

1. Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

3.21. Post Design Services

Post Design Services may include, but not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings. Specific services will be negotiated at a later date as necessary as a Contract Amendment.

Post Design Services are not intended for instances of Consultant errors and/or omissions.

A. Digital Delivery

1. The Consultant shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the County on acceptable electronic media, as determined by the County.

3.22. 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.

3.23. Performance Evaluation

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

Financial consequences may be assessed should the Consultant fail to perform as specified in the agreement or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultants for failure to perform under the agreement.

3.24. 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.

3.25. 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.

3.26. 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.

Please note **Project Approach** and **Work Plan** has 25 points maximum, **Volume of Work for Clay County** has 5 points maximum, and all other categories have 10 points maximum.

**ATTACHMENT B
CONSULTANT'S
CLARIFICATIONS
TO SCOPE OF
SERVICES AND
PROJECT SCHEDULE**

ATTACHMENT B
CLARIFICATIONS TO SCOPE OF SERVICES FOR
REQUEST FOR QUALIFICATIONS NO. 23/24-079
GENERAL ENGINEERING CONSULTING SERVICES FOR PLANNING AND DESIGN OF
SUN TRAIL ALONG OLD JENNINGS ROAD AND LONG BAY ROAD

Trail Design Services

The project runs along Old Jennings Road from Live Oak Lane to Long Bay Road and along Long Bay Road from Old Jennings Road to Blanding Blvd.

Task 1: Preliminary Layout

GAI will prepare a conceptual layout on roll plots to present to the County, FDOT, utility owners, and the St. Johns River Water Management District.

The roll plots will depict right of way lines, property ownerships, potential right of way acquisitions, approximate wetland limits based on GIS data, structure locations, and crosswalks.

For crossing Grog Branch and Grog Branch Tributary, GAI will consider the use of either a culvert/culvert extension, boardwalk, or pre-fabricated bridge. Considerations will include cost, constructability, long term maintenance, and environmental impacts.

Once the layout is confirmed, including the manner of crossing Grog Branch and Grog Branch Tributary, GAI will then proceed with survey of the trail alignment, followed by final design.

Task 2: Final Design

Design and construction will follow FDOT Standard Plans and FDOT Standard Specifications.

Trail design will use Open Roads Design process per current FDOT policies and procedures. Plans will be formatted to 11 x 17 sheets and electronically signed and sealed.

GAI will prepare exhibits for a public workshop to inform the public of the proposed trail. The County will schedule the workshop and secure the venue. GAI will participate in the workshop and expects to make a presentation at one Board of County Commissioners meeting.

GAI will incorporate into the drainage design 13 ditch bottom inlets that are surplus from Bonded Transportation Program Project 3B. These inlets are in the County's possession.

GAI will investigate a trail crossing of Long Bay Road at a potential future parking area at the existing County recycling center.

The structures design fee is based on 800 feet of timber boardwalk. This fee will be used for pre-fabricated bridge design or culvert design should those options be chosen for the Grog Branch and Grog Branch Tributary crossings.

The following design related services are, among others, excluded:

- Pavement design, typical section, and specifications packages
- Pond siting and design of stormwater management facilities

- Real estate services
- Tree mitigation, landscape architectures, and irrigation design
- Post design services

Environmental Services

Task 1 – Preliminary Ecological Assessment/Field Review of Wetlands

Research existing published literature and available documents pertinent to the project corridor.

Review existing databases from the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish and Wildlife Conservation Commission (FWC) for the presence of federal- and state-listed plant and animal species, including a database search of the FWC and the Audubon Society's *Audubon FL Eaglewatch Nest Application* for the presence of Southern Bald Eagle nest(s) on-site or within a one-mile radius of the Project site(s), and the USFWS *Information for Planning and Consultation* system. This effort will also include a desktop review of the Project **corridor** utilizing available geographic information system-based data and layers, and information including, but not limited to, the USFWS National Wetland Inventory, the FL Natural Areas Inventory, existing land cover mapping, and species occurrence records.

Conduct one site assessment to evaluate the presence of threatened and endangered species, critical habitat, and natural communities, including the presence of wetlands potentially within the jurisdiction of governmental agencies with statutory permitting authority.

Field flag the landward extent of wetlands potentially within the jurisdiction of governmental agencies with statutory permitting authority following the *2010 Final Supplement to the Corps of Engineers Wetlands Delineation Manual* (1987) and the *Unified Wetland Delineation Methodology for the State of Florida* dated 1 July 1994.

Schedule and conduct site reviews with representatives of the St. Johns River Water Management District (District) and/or the U.S. Army Corps of Engineers (Corps) for review and verification of the landward extent of jurisdictional wetland limits, as well as conduct a site assessment for Unified Mitigation Assessment Method (UMAM) analysis.

Coordinate with surveyors and/or engineers to locate the field flags as previously placed.

Coordination with Client (limited to two (2) environmental manager hours).

Task 2 – ERP Permit Application

Prepare an Ecological Assessment Report for inclusion in the Environmental Resource Permit application which will include the following information pertinent to the project site:

- Existing site conditions (including a FLUCCS map)
- Approximate landward extent of wetlands and/or surface waters
- Potential for occurrence of listed plant and animal species, including wetland dependent animal species
- Projected wetland or surface water impacts and analysis of proposed wetland impacts utilizing UMAM and/or Wetland Rapid Assessment Process (WRAP), if necessary
- A discussion of secondary and cumulative impacts associated with the project

- A discussion of avoidance and minimization of wetland or surface water impacts associated with the project (alternate site plans must be prepared by others if required by the agencies)
- Proposed use of an approved mitigation bank to off-set projected wetland impacts, if necessary

Participate in a pre-application conference with the District.

Assist in the preparation of an Environmental Resource Permit (ERP) application for submittal to the District.

Prepare responses to two (2) Requests for Additional Information (RAI) from the District.

Coordination/meetings with the project team (limited to two (2) hours).

Task 3 – Federal Dredge and Fill Permit Application

Prepare a Federal Dredge and Fill Permit application for submittal to the US Army Corps of Engineers.

Prepare responses to two (2) Requests for Additional Information (RAI) from the Corps.

Coordinate with Federal Commenting Agencies (U.S. Fish and Wildlife Service, National Marine Fisheries Service) regarding wildlife and listed species issues.

Coordination/meetings with the project team (limited to two (2) hours).

Exclusions

The following items are excluded from this scope of services:

- Meetings with Agencies, Client, or designated representatives beyond those detailed above.
- Conduct research, evaluations, and coordination regarding wetland mitigation alternatives should mitigation other than use of a mitigation bank be required by the agencies.
- Respond to any RAIs beyond the limits specified above.
- Conduct quantitative population surveys for any on-site protected plant and/or animal species.
- Develop and/or implement management plans to satisfy permitting requirements relevant to listed species impacts.

Clarifications

The wetlands on both sides of Long Bay Road will be delineated as part of this effort.

Listed species surveys will be opportunistic and qualitative surveys conducted during the course of wetland delineation activities. Should these qualitative surveys identify the presence of listed species, qualitative surveys can be conducted as part of post-design services under a separate proposal.

Geotechnical Services

This proposal includes the scope of geotechnical services required for design and for construction support regarding design. The foundation geotechnical services associated with foundation certification and pile driving, such as Dynamic Load Testing (PDA Services), and Pile Driving Inspection are not included in this scope of services.

The following geotechnical services are recommended and will be provided for this project:

- Perform visual classification and limited laboratory testing of the soil samples obtained from the borings described above.
- Laboratory testing may include grain size analysis, organic content tests, moisture content tests, and/or Atterberg limits analysis to aid visual classification of soil types. Laboratory testing may also include limited organic testing.
- Engineering services will include coordination and supervision of all field and laboratory testing.
- Engineering analysis of the field and laboratory test results will be provided for the boardwalks, culverts, gravity walls and strain poles at the proposed pedestrian crossing.
- After completion of the field phase of the project, reports will be prepared for review and comments. After appropriate review, final reports will be prepared. Reports will include recommendations for boardwalk, culverts, and gravity walls.
- The design will be performed in phases to meet the proposed construction schedule. Therefore, we will provide reports for individual component submittals as necessary to meet these requirements.
- We will provide limited geotechnical engineering support during construction.

Surveying of borings, if desired, will need to be provided by others.

Optional Services

The following services are optional and may be requested by the County at the County's discretion.

Optional Service 1: Warm Springs Drive Traffic Signal

GAI will complete a signal warrant study for the intersection of Long Bay Road with Warm Springs Way. GAI will then develop a final design of the signal, which is assumed to be a span wire signal in a box configuration. The design will include soil borings, utility coordination, and structural design.

Optional Service 2: CR 220 Traffic Signal

GAI will complete a signal warrant study for the intersection of Long Bay Road with CR 220. GAI will then develop a final design of the signal, which is assumed to be a span wire signal in a box configuration. The design will include soil borings, utility coordination, and structural design.

Optional Service 3: Parking Preliminary Layout

GAI will prepare a preliminary site plan for parking and a potential restroom at the County's recycling center on Long Bay Road. The site plan will include up to 10 parking spaces and one handicap space. The preliminary plan will not include final design, permitting, or utility coordination.

Optional Service 4: CR 220 Trail Spur

GAI will design a trail along CR 220 from Long Bay Road to Blanding Blvd. The clarifications and limitations described above for the Long Bay Trail will apply to this optional service. Geotechnical services are not included in this Optional Service.

Optional Service 5: Enhanced Geotechnical Investigation

The Geotechnical Services are expanded to include activities and analyses that are often required on FDOT managed trail projects. The additional work includes:

- Laboratory testing may include grain size analysis, organic content tests, moisture content tests, and/or Atterberg limits analysis to aid visual classification of soil types. Laboratory testing will also include organic testing to help determine the limits of remedial recommendations.
- Engineering services will include coordination and supervision of all field and laboratory testing. These services will include delineating organic soils that will require remedial recommendations.
- After completion of the field phase of the project, reports will be prepared for review and comments. After appropriate review, final reports will be prepared. Reports will include recommendations for boardwalk, culverts, gravity walls, and trail construction.

The \$113,068.70 fee for Optional Service 3 is the difference between the UES fee for the full Geotechnical Investigation (\$284,333.57) and the Geotechnical Investigation included in the main scope (\$171,264.87)

Long Bay SUN Trail Design Schedule

Update 1/16/2025

Notice to Proceed February 17, 2025

Task	Start	Duration	Finish
Preliminary Design	February 17, 2025	77	May 5, 2025
Research R/W & Easements	February 17, 2025	14	March 3, 2025
Conceptual Layout	March 10, 2025	28	April 7, 2025
Review with County	April 7, 2025	7	April 14, 2025
Meet with CCUA & CEC	April 14, 2025	7	April 21, 2025
Meet with SJRWMD	April 21, 2025	7	April 28, 2025
Confirm Layout & Parameters	April 28, 2025	7	May 5, 2025
Final Design	May 5, 2025	343	April 13, 2026
Topographical Survey	April 14, 2025	77	June 30, 2025
Wetland Flagging	April 28, 2025	14	May 12, 2025
Obtain Utility Data	May 5, 2025	28	June 2, 2025
Typical Sections	May 5, 2025	7	May 12, 2025
Drainage Mapping	May 5, 2025	21	May 26, 2025
Signal Warrant Studies	May 5, 2025	28	June 2, 2025
Vertical & Horizontal Design	May 12, 2025	63	July 14, 2025
Prepare 30% Plans	July 14, 2025	21	August 4, 2025
QC Review	August 4, 2025	14	August 18, 2025
Submit 30% Plans	August 18, 2025	0	August 18, 2025
County/FDOT Review	August 18, 2025	28	September 15, 2025
Address Comments	September 15, 2025	7	September 22, 2025
Drainage Design	September 22, 2025	21	October 13, 2025
Submit Permit Application	October 13, 2025	0	October 13, 2025
SJRWMD Review	October 13, 2025	35	November 17, 2025
Utility Conflict Matrix	October 13, 2025	7	October 20, 2025
Prepare 60% Plans	October 13, 2025	35	November 17, 2025
Cost Estimate	November 17, 2025	7	November 24, 2025
QC Review	November 24, 2025	14	December 8, 2025
Submit 60% Plans	December 8, 2025	0	December 8, 2025
County Review Only	December 8, 2025	14	December 22, 2025
Public Workshop	December 8, 2025	7	December 15, 2025
Wetland Field Review	December 1, 2025	7	December 8, 2025
Address Comments	December 22, 2025	7	December 29, 2025
Respond to RAI	December 8, 2025	14	December 22, 2025
SJRWMD Review	December 22, 2025	35	January 26, 2026
Confirm Utility Dispositions	December 29, 2025	14	January 12, 2026
Prepare 90% Plans	January 12, 2026	21	February 2, 2026
SJRWMD Permit Issued	January 31, 2026	0	January 31, 2026
Cost Estimate	February 2, 2026	7	February 9, 2026

QC Review	February 9, 2026	14	February 23, 2026
Submit 90% Plans	February 23, 2026	0	February 23, 2026
County/FDOT Review	February 23, 2026	28	March 23, 2026
Address Comments	March 23, 2026	7	March 30, 2026
Utility Work Schedules	January 12, 2026	28	February 9, 2026
R/W Certification	March 23, 2026	28	April 20, 2026
Final Estimate	March 30, 2026	7	April 6, 2026
Final Permits	February 16, 2026	7	February 23, 2026
Final Plans	April 6, 2026	7	April 13, 2026

Option 3 - CR 220 Spur

Notice to Proceed	September 8, 2025		
Conceptual Layout	September 8, 2025	7	September 15, 2025
Survey	September 15, 2025	28	October 13, 2025
Wetland Flagging	September 15, 2025	7	September 22, 2025
Utility Outreach	September 8, 2025	28	October 6, 2025
Typical Section	September 15, 2025	7	September 22, 2025
Vertical & Horizontal Design	October 13, 2025	28	November 10, 2025
Prepare 60% Plans	November 10, 2025	28	December 8, 2025
Submit to SJRWMD	November 17, 2025	7	November 24, 2025
SJRWMD Review	November 24, 2025	35	December 29, 2025
QC Review	December 8, 2025	14	December 22, 2025
Submit 60% Plans	December 22, 2025	0	December 22, 2025
County Review	December 22, 2025	21	January 12, 2026
Prepare 90% Plans	January 12, 2026	21	February 2, 2026
Cost Estimate	February 2, 2026	7	February 9, 2026
QC Review	February 9, 2026	14	February 23, 2026
County/FDOT Review	February 23, 2026	28	March 23, 2026
Address Comments	March 23, 2026	7	March 30, 2026
Utility Work Schedules	December 22, 2025	28	January 19, 2026
R/W Certification	March 23, 2026	28	April 20, 2026
Final Estimate	March 30, 2026	7	April 6, 2026
Final Permits	January 12, 2026	7	January 19, 2026
Final Plans	April 6, 2026	7	April 13, 2026

Option 4 - Parking Concept

Notice to Proceed	June 9, 2025		
Gather Existing Data	June 9, 2025	14	June 23, 2025
Confirm No. of Spaces	June 23, 2025	7	June 30, 2025
Develop Layout	June 30, 2025	28	July 28, 2025
QC Review	July 28, 2025	7	August 4, 2025
County Review	August 4, 2025	14	August 18, 2025
Update Layout	August 18, 2025	21	September 8, 2025
Cost Estimate	September 8, 2025	7	September 15, 2025
Discuss with SJRWMD	September 8, 2025	14	September 22, 2025

**ATTACHMENT C
CONSULTANT'S FEE
SUMMARY**

ATTACHMENT C

Clay County - NE Florida Greenways

Old Jennings & Long Bay SUN Trail

Project Fee Summary

GAI Consultants

January 17, 2025

Design Services		
Task	Contract Type	Fee
Old Jennings/Long Bay Trail Plans (3.5 miles)	Lump Sum	\$1,211,614.15
Project Total		\$1,211,614.15

Optional Services		
Task	Contract Type	Fee
#1 Signal Warrant and Design at Warm Springs	Lump Sum	\$88,831.41
#2 Signal Warrant and Design at CR 220	Lump Sum	\$80,955.56
#3 Parking Area Conceptual Layout	Lump Sum	\$32,067.66
#4 CR 220 Trail: Long Bay to Blanding (0.5 miles)	Lump Sum	\$118,663.23
#5 Enhanced Geotechnical Services	Lump Sum	\$113,068.70

**ATTACHMENT D
CERTIFICATION
REGARDING
DEBARMENT,
SUSPENSION, AND
INELIGIBILITY**

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY

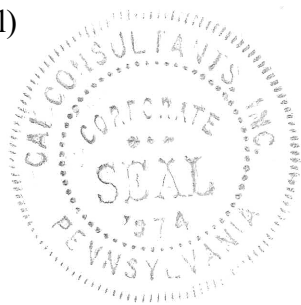
The Respondent certifies that:

- a. This Contract is a covered transaction for purposes of 2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- b. The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- d. The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Consultant of this Certification completed by its subconsultants.

Insert Name of Company:

GAI Consultants, Inc.

(Seal)



By: 

Kevin Leadbetter, PE


Its President, Transportation and Infrastructure

Date: 9/27/2024

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: G-A-J Consultants, Inc.

By: Kevin Leadbetter, PE 

Date: 9/27/2024

Title: President, Transportation and Infrastructure

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT E
CERTIFICATION FOR
DISCLOSURE OF
LOBBYING ACTIVITIES**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33
PROCUREMENT
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: G-A-I Consultants, Inc.

By: Kevin Leadbetter, PE Date: 9/27/2024

Authorized Signature: 

Title: President, Transportation and Infrastructure

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?
 YES NO
 If *no*, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> 12574 Flagler Center Boulevard, Suite 202 Jacksonville, FL 32258 _____ _____ Congressional District, <i>if known:</i> 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ _____ Congressional District, <i>if known:</i> _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, <i>if known:</i> _____	9. Award Amount, <i>if known:</i> \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  _____ Print Name: <u>Kevin Leadbetter, PE</u> _____ Title: <u>President, Transportation and Infrastructure</u> _____ Telephone No.: <u>904.559.8087</u> Date (mm/dd/yyyy): <u>09/27/2024</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County
Commissioners

DATE: 10/30/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

It is expected that this agreement will be signed by the School Board on Thursday, February 6, 2025. Once we receive the signed agreement, the current, attached unsigned agreement will be replaced with the signed version.

ATTACHMENTS:

Description	Type	Upload Date	File Name
School Concurrency Proportionate Share			
▫ Mitigation Agreement-BMHB Ventures, LLC	Agreement/Contract	2/4/2025	250107_BMHB_Ventures__LLC_for_Tillman_Ranch_proportionate_share_mitigation_agreement.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	1/8/2025 - 3:54 PM	Item Pushed to Agenda

SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT
(Tillman Ranch)

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (“**Agreement**”) is made by and among **CLAY COUNTY, FLORIDA**, a political subdivision of the state of Florida, whose address is 477 Houston Street, Green Cove Springs, Florida 32043 (the “**County**”); **CLAY COUNTY DISTRICT SCHOOLS**, a body corporate and political subdivision of the State of Florida, whose address is 900 Walnut Street, Green Cove Springs, Florida 32043 (hereinafter referred to as “**School District**”); and **BMHB VENTURES, LLC**, a Florida Limited Liability Company, whose address is 318 Milwaukee Avenue, Orange Park, Florida 32073 (hereinafter referred to as the “**Developer**”).

RECITALS:

WHEREAS, Developer is the contract purchaser of that certain tract of land being approximately 63.92 acres located in unincorporated Clay County, Florida, being a portion of Clay County Parcel Identification No. 16-05-25-009339-003-02 as more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Property**”). The location of the Property described in Exhibit “A” is illustrated with a map appearing in Exhibit “B”; and further described in the School Concurrency Reservation Certificate Application No. SCRC # 2024000012; and

WHEREAS, the Applicant has submitted an application for a development proposal seeking approval to develop a maximum of one hundred seventy one (171) single-family residential dwelling units on the Property, hereinafter referred to as the “**Development Proposal**”; and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards (“**Level of Service**” and “**Level of Service Standards**”) consistent with the terms of the current Interlocal Agreement for Coordinated Planning, Public Educational Facility Siting and Review and School Concurrency in Clay County between the School District, the Clay County Board of County Commissioners and the local governments (the “**Interlocal Agreement**”), and the public school facilities and capital improvement elements of the respective comprehensive plans (individually, “**Element**”; plural, “**Elements**”); and

WHEREAS, at the time of this Agreement, adequate junior high and high schools capacity is available to accommodate the junior high and high school students the Development Proposal is anticipated to generate by the Development Proposal; and

WHEREAS, at the adopted Level of Service standards, (i) adequate school capacity is not available for forty-four (44) elementary students generated by the Development Proposal at the Level of Service Standard within the school concurrency services area or areas (“**Concurrency Service Area**”; “**Concurrency Service Areas**”) in which the Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will

generate; (ii) the needed elementary school capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Development Proposal is located is also not available in any contiguous Concurrency Service Areas; and (iii) available elementary school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these new residential dwelling units ("**Proportionate Share Mitigation**"); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of **\$ 1,500,473.70 for the Development Proposal, or \$ 8,774.70 per dwelling unit**, as more specifically depicted or described herein; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the Developer shall pay funds as Proportionate Share Mitigation for the Property impacts on K-12 educational facilities under control of the School District.

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.
2. **PARTIES.** The County, the School District and the Developer shall be collectively referred to as the "**Parties.**"
3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Developer to provide Proportionate Share Mitigation for the new residential dwelling units sought to be approved by the County in the Development Proposal for the Property.
4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the payment of Proportionate Share Mitigation in the total amount of \$ 1,500,473.70 for the Development Proposal, or \$ 8,774.70 per dwelling unit, is an appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Upon the final execution of this Agreement, the School District shall issue a revised School Concurrency Determination showing adequate mitigation. The duration and effect of this School Concurrency

Determination shall be in accordance with the Interlocal Agreement and the Public School Facilities Element. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Developer fails to perform its obligations under this Agreement. Conversely, once the Developer has completely performed its obligations under this Agreement, the Developer shall be entitled to rely on the School Concurrency Determination and capacity reservation to the extent of the capacity provided by the Proportionate Share Mitigation and once the Developer has completely performed its obligations under this Agreement, such right of reliance shall survive the expiration of this Agreement.

5. **TIMING.** The Parties agree that the Proportionate Share Mitigation shall occur at the time of, and be a condition for the issue by County of, final plat approval for each lot within the Property. For example, if a plat contains 100 lots, the Developer shall pay \$ 877,473.70 (100 lots times \$ 8,774.70 per lot) in Proportionate Share Mitigation prior to the County's approval of such plat. Each payment shall be made directly to the School District.

6. **IMPACT FEE CREDIT.** As consideration for the Developer's Proportionate Share Mitigation specified herein, the Parties agree that the County shall provide a credit of \$ 1,500,473.70 for the Development Proposal, or \$ 8,774.70 per dwelling unit, toward any school impact fee or exaction imposed by ordinance of Clay County for the same need. Should the school impact fee or exaction be greater than the above-described credit, the Developer shall pay the difference at the time school impact fees are due. The Developer shall provide a school impact fee voucher substantially in the form of "**Exhibit C**" to the County, at the time of impact fee payment. Should the school impact fee or exaction be less, the Developer shall not be entitled to the use of any excess credits. Should school impact fees be prepaid in order to extend the School Concurrency Reservation Certificate, any remaining balance due on the Proportionate Share Mitigation shall be paid at the time of final subdivision approval. Provided, however, nothing in this Agreement shall be deemed to require the County to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.

7. **SCHOOL CAPACITY IMPROVEMENT.** The School District agrees to apply the Proportionate Share Mitigation contributed by the Developer toward a school capacity improvement which will be added to the planned capital improvements in the Five Year District Facilities Work Plan at the time of its next annual update, and which satisfies the demands created by the Development Proposal in accordance with this Agreement.

8. **NO GUARANTEE OF LAND USE/ZONING.** Nothing in this Agreement shall require the County to approve any Land Use Amendment or Rezoning application associated with the Property.

9. **EFFECTIVE DATE.** This Agreement shall become effective on the date it is recorded in the Public Records of Clay County, Florida (the "**Effective Date**"). If this Agreement is not executed by the Developer and delivered to the County within thirty (30) days after the latter of County or School District approval of this Agreement, this Agreement shall become void.

10. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein.

11. **STATUTORY COMPLIANCE**. The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.

12. **NOTICES**. Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice:

TO THE COUNTY:

County Manager
Clay County
477 Houston Street
Green Cove Springs, Florida 32043

WITH COPIES TO:

County Attorney
Clay County
477 Houston Street
Green Cove Springs, Florida 32043

FOR SCHOOL DISTRICT:

Paul Bement
Supervisor, Planning and Intergovernmental
Relations
Clay County District Schools
925 Center Street
Green Cove Springs, Florida 32043

FOR DEVELOPER:

BMHB Ventures, LLC
318 Milwaukee Avenue
Orange Park, Florida 32073

WITH COPIES TO:

Andrea Johansson
Century Communities
4601 Touchton Road, Bld. 300, Ste. 3100
Jacksonville, Florida 32246

13. **RELEASE**. Upon the performance of all obligations of all Parties hereto, the School District shall release the Developer from this Agreement, and the Developer shall release the School District and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Developer's expense in the Official Records of Clay County, Florida, evidencing such performance.

14. **DEFAULT.** If any party to this Agreement materially defaults under the terms hereof, then the County shall give the defaulting party thirty (30) days notice and a right to cure such breach. Should the Developer of the property described herein fail to timely cure a default in meeting its obligations set forth herein, its concurrency certificate, issued based upon payment and/or performance hereunder, shall be voided and that Developer and the property described herein shall lose their right to concurrency under this Agreement and their right to School Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should the County or School District fail to timely cure a default in meeting their obligations set forth herein, Developer may seek any and all remedies available to it in law or equity.

15. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Clay County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

16. **CAPTIONS and PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

17. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

18. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

19. **FURTHER ASSURANCES.** The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

20. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement.

21. **ASSIGNMENT.** This Agreement runs with the land. The Developer may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the Parties. At the election of the School District, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment

shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

22. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.

23. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

24. **RECORDING OF THIS AGREEMENT.** The Developer shall record this Agreement, at its expense, within fourteen (14) days after full execution, in the Clay County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.

25. **MERGER CLAUSE.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

26. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates above each signature:

COUNTY

CLAY COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on this _____ day of _____, 4247.

ATTEST:

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

By: _____
Tara S. Green
Clay County Clerk of Court and Comptroller
EX Officio Clerk to the Board

By: _____
Chairman

SCHOOL DISTRICT

The SCHOOL DISTRICT OF CLAY COUNTY, signing by and through its Chair, authorized to execute same by District action on this _____ day of _____, 2025.

ATTEST:

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By: _____
David Broskie, Superintendent of Schools

By: _____
Erin Skipper, Chairwoman

DEVELOPER

Signed, witnessed, executed and acknowledged on this ___ day of _____, 2025.

WITNESSES

DEVELOPER

BMHB Ventures, LLC
A Florida Limited Liability Company

Print Name: _____

By: _____
Its: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence
or ___ online notarization on this day ___ of _____, 2025, by
_____, as _____ of (developer name- location)-,
a (state of incorporation) corporation, on behalf of the corporation, who is (check one)
personally known to me or has produced a valid driver's license as identification.

Notary Public

Name: _____
Commission Expires: _____

Exhibit "A"

Property Legal Description

A PARCEL OF LAND SITUATED IN SECTION 16, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE ON THE SOUTH LINE THEREOF, NORTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, 1078.85 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 39 SECONDS WEST, 30.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, 232.03 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 45 SECONDS WEST, 2581.67 FEET TO THE EAST LINE OF COUNTY ROAD NO. 739 (ALSO KNOWN AS HENLEY ROAD, A 94 FOOT WIDE RIGHT-OF-WAY ESTABLISHED BY FEE SIMPLE PARCEL 106-156 DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3271, PAGE 651 OF SAID PUBLIC RECORDS); THENCE ON SAID EAST LINE, NORTH 00 DEGREES 07 MINUTES 27 SECONDS EAST, 815.50 FEET TO A SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3271, PAGE 651 (FEE SIMPLE PARCEL NO. 106-185) OF SAID PUBLIC RECORDS; THENCE ON THE BOUNDARIES OF SAID LANDS RUN THE FOLLOWING 5 COURSES: (1) NORTH 89 DEGREES 41 MINUTES 41 SECONDS EAST, 201.71 FEET; (2) SOUTH 00 DEGREES 07 MINUTES 27 SECONDS WEST, 86.29 FEET; (3) NORTH 89 DEGREES 41 MINUTES 41 SECONDS EAST, 601.00 FEET; (4) NORTH 00 DEGREES 07 MINUTES 27 SECONDS EAST, 300.00 FEET; (5) SOUTH 89 DEGREES 41 MINUTES 41 SECONDS WEST, 601.00 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 27 SECONDS EAST, 20.00 FEET TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 983, PAGE 439; THENCE ON SAID NORTH LINE, NORTH 89 DEGREES 41 MINUTES 41 SECONDS EAST, 2577.50 FEET; THENCE SOUTH 01 DEGREE 39 MINUTES 39 SECONDS EAST, 1103.12 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Property Location (map/plans)

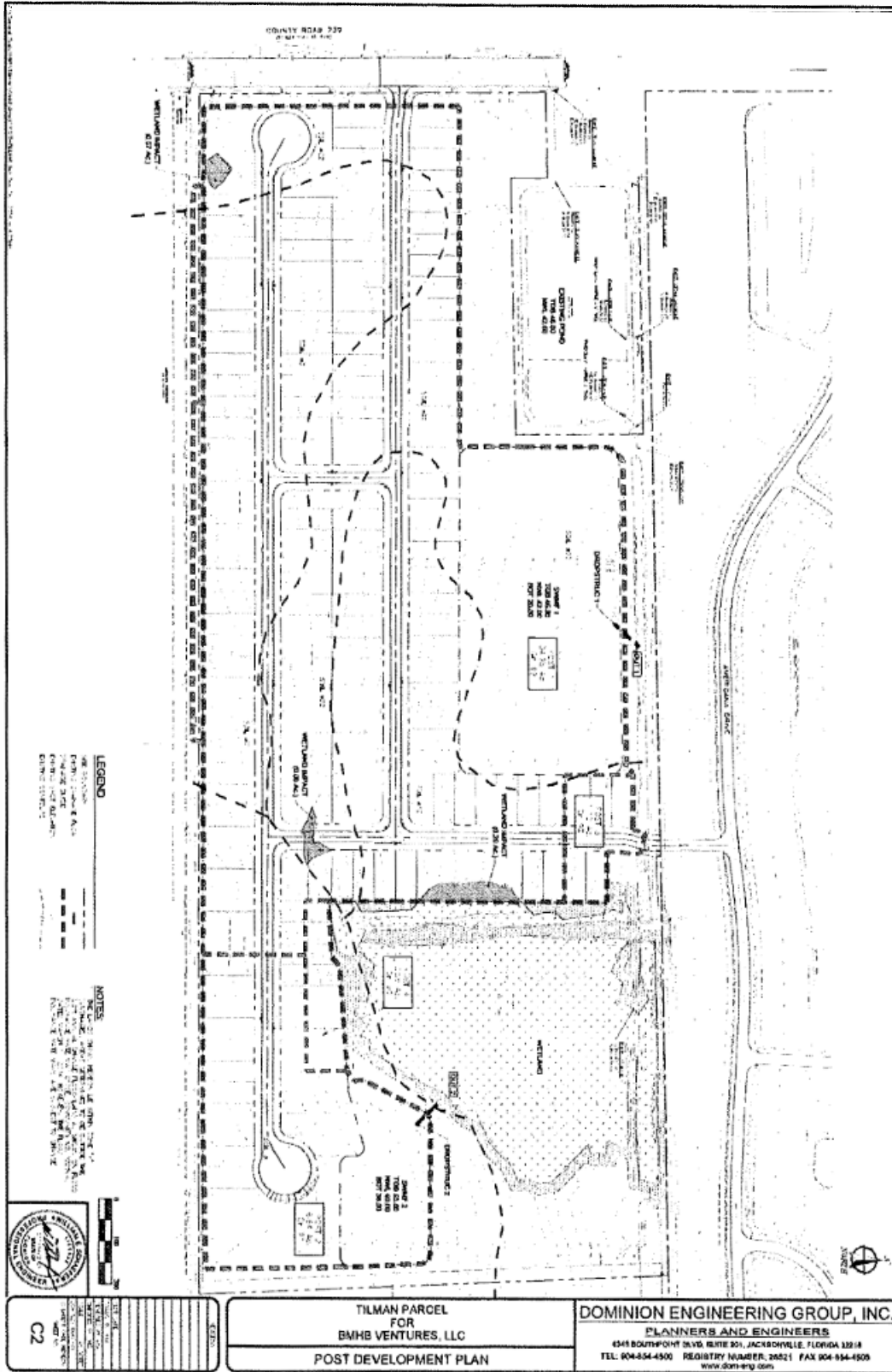


Exhibit "C"

CLAY COUNTY EDUCATIONAL IMPACT FEE VOUCHER

Voucher # _____

Date _____

Assignor/Developer: _____

Contact: _____

Address: _____

Phone# _____ Email: _____

Builder/Owner Name -Assignee _____

Contact: _____

Address: _____

Phone# _____ Email _____

Parcel Information

Legal Description/Parcel ID #: _____

Lot No. _____ Block No. _____

Street Address: _____

Subdivision Name, Unit, Phase: _____

The undersigned Assignor hereby gives notice to Clay County, Florida that the sum of \$_____ should be deducted from the remaining educational impact fee credit for the above referenced address/parcel as referenced in the Fourth Amendment to Interlocal Agreement as Clay County Agreement/Contract # ("Agreement") of the current public records of Clay County, as amended by the Clay County Board of County Commissioners dated _____ for educational impact fees as required under Clay County Ordinance No. 2009-30. The deduction leaves a remaining balance of \$_____. The School Board will record the credit in the School Impact Fee Credit Ledger.

Assignor:

By: _____

Date: _____

Verified by: _____

Date: _____

School District Designee

Note: All sections must be filled out completely. Failure to do so may result in the delay or denial of the credit.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County
Commissioners

DATE: 1/24/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Second Amendment to Cooperative Agmt between County and SJRWMD-2016/2017-141 AM2	Agreement/Contract	2/4/2025	SJRWMDCoopAgrBlackCreekProject_2ndAmend(01212025)v2_with_County_Revisions-kf_slt2_FINAL.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	2/5/2025 - 5:25 PM	Item Pushed to Agenda

Clay County Agreement/Contract No.: 2016/2017-141 AM2

Prepared by:

Karen Ferguson, Esq.
Sr. Assistant General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

**SECOND AMENDMENT TO
COOPERATIVE AGREEMENT**

This **Second Amendment to Cooperative Agreement** (Second Amendment), made and entered into this ____ day of _____, 2025 (Effective Date) by and between **Clay County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", whose address is Post Office Box 1366, Green Cove Springs, Florida 32043, and the **St. Johns River Water Management District**, a public body existing under Chapter 373, Florida Statutes, hereinafter referred to as the "District", having a mailing address of 4049 Reid Street, Palatka, Florida 32177.

A. The County and the District entered into a Cooperative Agreement on October 5, 2017 (the "Agreement"), for the purpose of outlining each party's participation in the Black Creek Water Resource Development Project (the "Project").

B. The County granted an Easement to the District over County owned property near the intersection of SR 21 and SR 16 encompassing a portion of Black Creek in Clay County, Florida, and in exchange for the Easement, the District agreed to provide the Recreational Amenity as described in paragraph 9.g. of the Agreement.

C. On September 13, 2022, the parties entered into the First Amendment to Cooperative Agreement (the "First Amendment") to add an Exhibit B containing the location of the Recreational Amenity and extending the Agreement term. A copy of the First Amendment, designated by the County as Agreement/Contract #2016/2017 -141 AM1, is attached hereto as Attachment 1.

D. The parties now desire to relocate the Recreational Amenity to another property owned by the County.

E. The Agreement expires on October 5, 2025.

F. The District and the County mutually agree to extend the term of the Agreement for a period of four (4) years and to amend the Agreement as necessary to incorporate the revised location of the Recreational Amenity into the Agreement and provide the District with the legal authorization necessary to construct the Recreational Amenity.

NOW, THEREFORE, in consideration of the premises above and of the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. The second sentence in Paragraph 5 of the Agreement is amended to provide that the Agreement terminates at midnight on October 5, 2029, unless terminated earlier pursuant to the provisions of this Agreement and which date may be extended upon mutual written approval by the parties.

2. The last sentence of Paragraph 8 of the Agreement is amended to read: "To the extent necessary due to the County's ownership of the Property, the County will provide reasonable assistance requested by the District to obtain all necessary permits, including, but not limited to, being a co-applicant with the District on all necessary permit applications."

3. Paragraph 9.g. of the Agreement is deleted in its entirety and replaced with the following new paragraph 9.g.:

g. Consistent with the 2017 Legislative Appropriation 1603A, the District agrees to construct prior to termination of this Agreement the Recreational Amenity providing future public access to Black Creek subject to the terms and conditions herein and applicable. The Recreational Amenity shall be limited to the space within property located at 2970 Black Creek Drive, Middleburg, Florida, as described in that certain Warranty Deed recorded at O.R. Book 3767, Page 2188 and rerecorded at O.R. Book 3774, Page 289 in the public records of Clay County, Florida and as shown on Exhibit "B". The District is granted a Temporary Construction Easement over the Recreational Amenity property for the sole purpose of allowing the District to construct a kayak/canoe launch and connected parking providing for future public access to Black Creek. Upon completion, the County will

assume the management and maintenance of the Recreational Amenity, for public recreational use. The Temporary Construction Easement shall be in the form attached hereto as Attachment 2, and shall be recorded separately in the public records of Clay County, Florida.

4. Exhibit B to the Agreement is deleted in its entirety and replaced with a revised Exhibit B, attached hereto as Attachment 3, identifying the location and general description of the Recreational Amenity to be constructed by the District on County owned property located at 2970 Black Creek Drive, Middleburg, Florida, prior to termination of the Agreement.

5. Prior to the District commencing the design of the proposed Recreational Amenity, the County agrees to secure written confirmation from the Federal Emergency Management Agency (FEMA) that the proposed Recreational Amenity is a compatible use as described in paragraph 1a. and b. of the Model Deed Restrictions incorporated into the Warranty Deed recorded in Official Records Book 3767, Page 2188, Public Records of Clay County, Florida.

6. The capitalized terms used herein shall have the same meanings as ascribed to them in the Agreement.

7. It is understood and agreed by the District and the County that in each and every respect the terms of the Agreement, except as amended hereby, shall remain unchanged, and are hereby ratified, and confirmed by the District and the County.

8. This Second Amendment will become effective as of the date when the last of the parties has executed the same, which shall be inserted at the top of the first page hereon. This Second Amendment may be executed in separate counterparts, which shall not affect its validity.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the day and year set forth above.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

The parties hereto, by and through their authorized officers or legal representatives, have executed this Second Amendment to the Agreement, on the date and year written below, the latter of which shall be inserted in the introductory paragraph.

ATTEST FOR CLAY COUNTY:

CLAY COUNTY, FLORIDA

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

By: _____
Betsy Condon, Chair

Date: _____

**ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing under
Chapter 373, Florida Statutes**

By: _____
Michael A. Register, P.E.
Executive Director

ATTEST:

By: _____
Erin Preston, Esq.
General Counsel

**For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:**

By: _____
Karen Ferguson
Sr. Assistant General Counsel
Office of General Counsel

E:\Contract\SJRWMD\Clay County_SJRWMD Coop_Agr_BlackCreekProject_2ndAmend(01212025)v2 with County Revisions-
kf_sl12 FINAL.docx

ATTACHMENT 1

Clay County Agreement/Contract No.: 2016/2017-141 AM1

Prepared by:

Karen Ferguson, Esq.
Sr. Assistant General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

**FIRST AMENDMENT TO
COOPERATIVE AGREEMENT**

This **First Amendment to Cooperative Agreement** (First Amendment), made and entered into this 13th day of September, 2022 (Effective Date) by and between **Clay County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", whose address is Post Office Box 1366, Green Cove Springs, Florida 32043, and the **St. Johns River Water Management District**, a public body existing under Chapter 373, Florida Statutes, hereinafter referred to as the "District", having a mailing address of 4049 Reid Street, Palatka, Florida 32177.

A. The County and the District entered into a Cooperative Agreement (Agreement) on October 5, 2017, for the purpose of outlining each party's participation in the Black Creek Water Resource Development Project (the "Project"). A copy of the Agreement, designated by the County as Agreement/Contract # 2016/2017-141, is attached hereto as Exhibit C.

B. The County granted an Easement to the District over County owned property near the intersection of SR 21 and SR 16 encompassing a portion of Black Creek in Clay County, Florida (the Easement), as depicted and described in Exhibit A attached hereto and incorporated herein.

C. In exchange for the Easement, the District agreed to provide the Recreational Amenity as described in paragraph 9.g. of the Agreement.

D. The Agreement expires on October 5, 2022.

E. The District and the County mutually agree to extend the term of the Agreement for a period of three (3) years.

NOW, THEREFORE, in consideration of the premises above and of the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. The second sentence in Paragraph 5 of the Agreement is amended to provide that the Agreement terminates at midnight on October 5, 2025, unless terminated earlier pursuant to the provisions of this Agreement and which date may be extended upon mutual written approval by the parties.

2. Paragraph 9.g. of the Agreement is amended to add an Exhibit B containing the location of the Recreational Amenity to be constructed by the District prior to termination of the Agreement, which Exhibit B is attached hereto and incorporated herein by reference.

3. The capitalized terms used herein shall have the same meanings as ascribed to them in the Agreement.

4. It is understood and agreed by the District and the County that in each and every respect the terms of the Agreement, except as amended hereby, shall remain unchanged, and are hereby ratified, and confirmed by the District and the County.

5. This First Amendment will become effective as of the date when the last of the parties has executed the same, which shall be inserted at the top of the first page hereon. This First Amendment may be executed in separate counterparts, which shall not affect its validity.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year set forth above.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

The parties hereto, by and through their authorized officers or legal representatives, have executed this First Amendment to the Agreement, on the date and year written below, the latter of which shall be inserted in the introductory paragraph.

CLAY COUNTY, FLORIDA

By: WFBolla
WFBolla (Aug 11, 2022 14:33 EDT)
Wayne Bolla, Chair

Date: August 9, 2022

ATTEST FOR CLAY COUNTY:

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



ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes

By: _____
Michael A. Register, P.E.
Executive Director

Date: _____

ATTEST:

By: _____
Mary Ellen Winkler, Esq.
General Counsel

**For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:**

By: _____
Karen Ferguson, Esq.
Office of General Counsel

F:\Contract\SJRWMD\Clay County and SJRWMD- Cooperative Agreement Black Creek Project First Amendment Draft 7.13.22.docx

The parties hereto, by and through their authorized officers or legal representatives, have executed this First Amendment to the Agreement, on the date and year written below, the latter of which shall be inserted in the introductory paragraph.

CLAY COUNTY, FLORIDA

By: _____
Wayne Bolla, Chair

Date: _____

ATTEST FOR CLAY COUNTY:

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

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes

By: _____
Michael A. Register, P.E.
Executive Director

Date: 9-13-22

ATTEST:

By: _____
Erin Preston, Esq.
Interim General Counsel

**For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:**

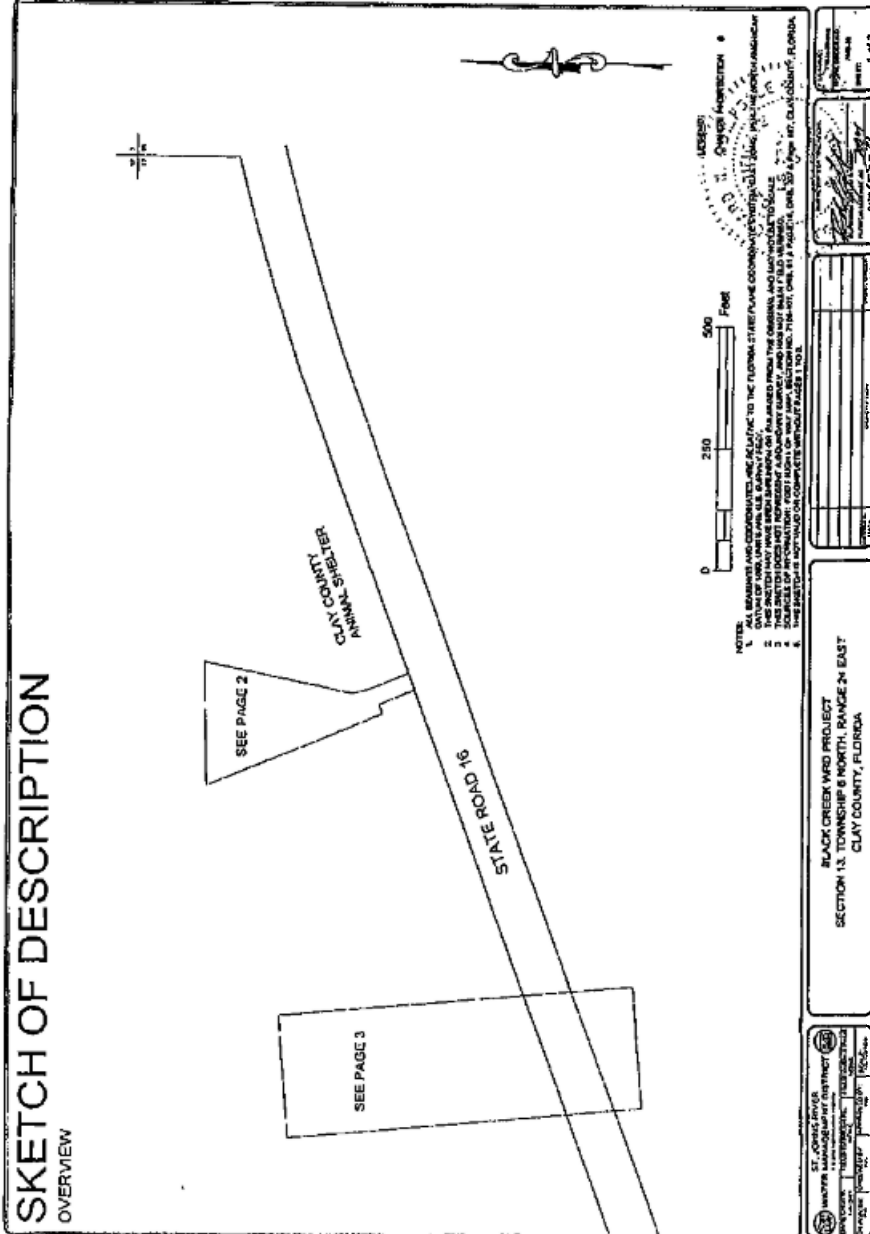
By: _____
Karen Ferguson, Esq.
Office of General Counsel

F:\Contract\SJRWMD\Clay County and SJRWMD- Cooperative Agreement Black Creek Project First Amendment Draft 7.13.22.docx

Exhibit A

BK: 4406 PG: 1270

EXHIBIT "A" PAGE 1 OF 3



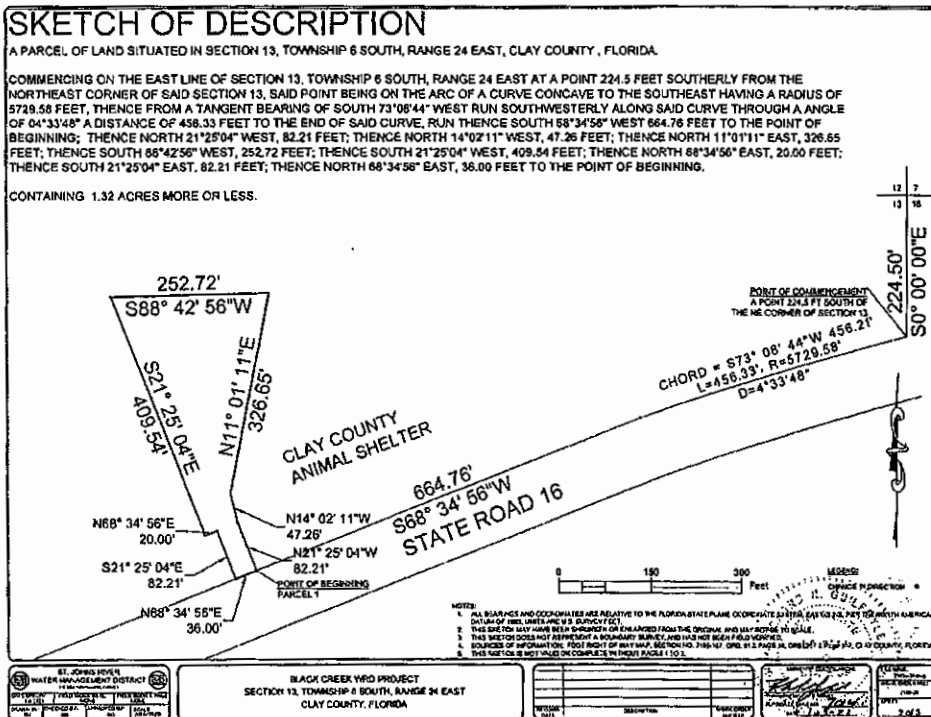


EXHIBIT "A" PAGE 2 OF 3

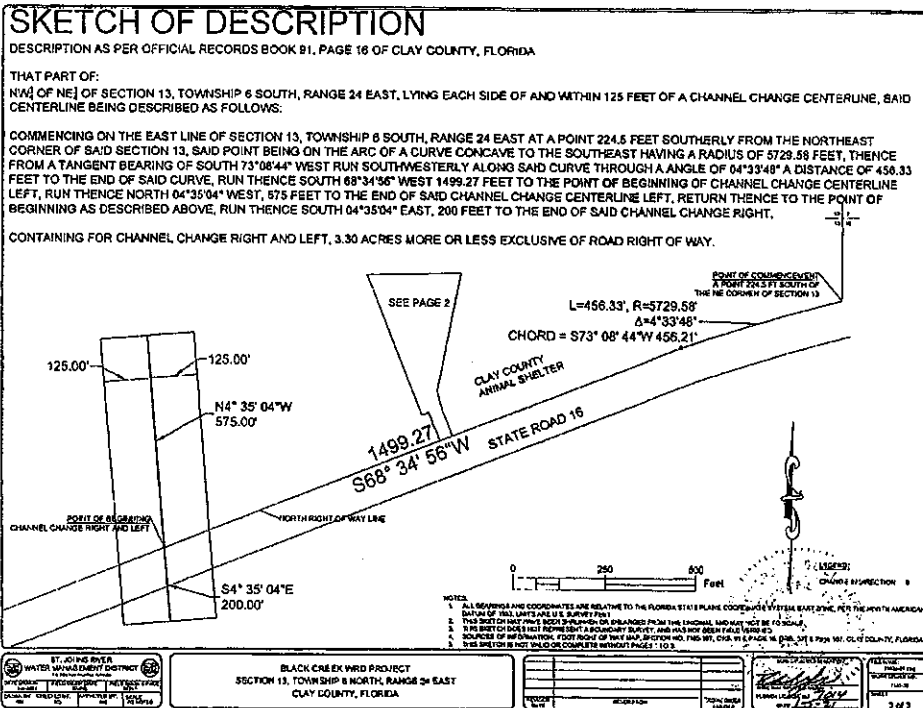


Exhibit B
Proposed location of Recreational Amenity

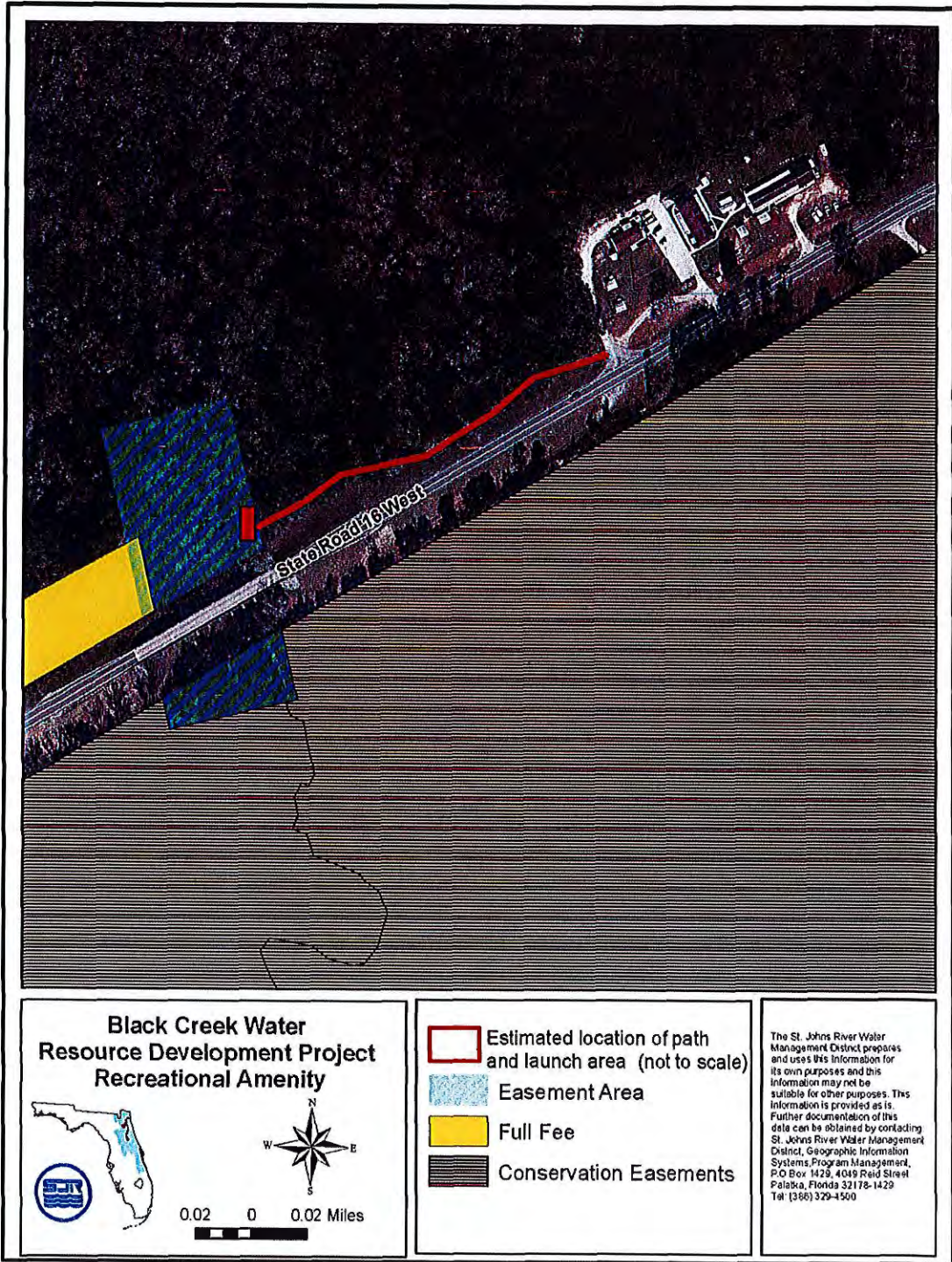


Exhibit C

CLAY COUNTY
AGREEMENT/CONTRACT # 2016/2017-141

COOPERATIVE AGREEMENT

This Cooperative Agreement ("Agreement"), made and entered into this 5th day of October, 2017, ("Effective Date") by and between **Clay County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", whose address is Post Office Box 1366, Green Cove Springs, Florida 32043, and the **St. Johns River Water Management District**, a public body existing under Chapter 373, Florida Statutes, hereinafter referred to as the "District", having a mailing address of Post Office Box 1429, Palatka, Florida 32178-1429.

- A. The North Florida Regional Water Supply Plan (NFRWSP) determined that fresh groundwater alone cannot supply the projected increase in demand for the region and identified the Black Creek Water Resource Development Project (the "Project") as a key component in meeting the region's future water needs while protecting the natural resources of Florida; and
- B. The Florida legislature passed the 2017-2018 General Appropriation Act, providing for 2017 Legislative Appropriation 1603A (\$13.3 million) to the District "for St. Johns River and/or Keystone Heights Lake Region restoration, public access and recreation projects"; and
- C. The County has the authority under section 125.01, Florida Statutes, to provide property for recreation areas and services as well as alternative water supplies, and other authorized uses; and
- D. The County desires to grant a Perpetual Easement (the "Easement") to the District over County owned property (the "Property") near the intersection of SR 21 and SR 16 encompassing a portion of Black Creek in Clay County, as depicted and described in Exhibit "A"; and
- E. The County and the District wish to mutually acknowledge the County's contribution of the Easement and the District's construction of the Project as part of a cooperative effort by the parties that is consistent with and furthers the District's and the County's goals in meeting the region's future water needs.

NOW, THEREFORE, in consideration of the premises above and of the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to outline the participation by the County and the District in the portion of the Project within the Property. The County will grant the Easement for the sole purpose of allowing the District to implement the Project and to construct a kayak/canoe launch and connected parking ("Recreational Amenity") providing for future public access to Black Creek.
2. **Project.** All references to the Project shall refer to the Black Creek Water Resource Development Project for which 2017 Legislative Appropriation 1603A (\$13.3 million) was given to the District "for St. Johns River and/or Keystone Heights Lake Region restoration, public access and recreation projects" that the District is required to construct, maintain, and operate.

3. **The Property and Easement.** All references to the Property shall refer to those lands owned by the County granted in easement to the District; as identified in Exhibit "A".

4. **The Agreement.** Subject to the terms and conditions set forth herein, the County hereby agrees to grant to the District an Easement over the Property for the purpose of access, construction, operation, maintenance, repair and restoration related to the Project and to the Recreational Amenity. The development of this portion of the Project and the Recreational Amenity shall be in accordance with the final design and specifications to be prepared by the District and to be approved by the County ("Site Plan"). The District shall also prepare a restoration plan for the Easement which shall be approved by the County.

5. **The Term of this Agreement.** The "Effective Date" is the date upon which this Agreement is executed by both parties, which date shall be inserted in the introductory paragraph above. This Agreement terminates five (5) years from the Effective Date above, unless terminated earlier pursuant to the provisions of this Agreement and which date may be extended upon mutual written approval by the parties.

6. **The Term of the Easement.** The term of the Easement shall commence no later than September 15, 2017 and shall be perpetual.

7. **Consideration.** The County and the District mutually recognize the public purpose and benefits in meeting the region's future water needs while protecting the natural resources of Florida. The District Project benefits the County and the use of the County property benefits and enables the Project. The parties agree that each is sufficient consideration for the other.

8. **Permits.** The District is responsible for obtaining and renewing at its expense all permits that may be required by the State of Florida Department of Environmental Protection (FDEP), the United States Fish and Wildlife Service (USFWS), and any other local, state or federal governmental entities as a condition precedent to the construction and operation of the Project and Recreational Amenity. To the extent necessary due to the County's ownership of the Property, the County will provide reasonable assistance requested by the District to obtain all necessary permits.

9. **Additional Terms and Conditions.** The District shall be solely responsible for overall management of the facilities within the Easement including, but not limited to, general maintenance and repair of fences and gates used to access the Easement or any other County property used for the Project.

- a. The District shall be the contact point for local landowner's questions and complaints about the Project.
- b. The District, at its sole expense, shall be responsible for obtaining necessary utilities. The County agrees to coordinate with utility companies to provide any rights of access over, under and across the Property that are necessary and convenient for the efficient operation of the Project, and which do not materially impair the present and future uses of the Property. Any construction or extension of Project facilities shall be subject to prior written County approval and shall be made without cost to the County.

- c. The County shall have the right to enter upon the Easement at all reasonable times during the construction and operation of the Project, for the purpose of inspecting the Easement, examining the condition and use thereof, inspecting work in progress in order to ascertain that the work is progressing in an orderly manner and that it is being performed substantially in accordance with the approved plans and specifications.
- d. The District's Project Manager shall be notified if any lock is added, changed, replaced or removed, from gates (if any) on the Property.
- e. During the construction of the Project, it may be necessary to restrict access to the Property/Easement by the public. Such restrictions will be coordinated between the District and the County.
- f. Recreational Use. The County may develop recreational amenities on the Property and may utilize the Easement area for public recreational use, provided, however, that such use shall not damage, disrupt, or be detrimental to the use or operation of the Project.
- g. Consistent with the 2017 Legislative Appropriation 1603A, the District agrees to construct prior to termination of this Agreement the Recreational Amenity providing future public access to Black Creek subject to the terms and conditions herein and applicable. The Recreational Amenity shall be limited to the space within the Easement and shall be secondary to Project needs. If additional adjacent property becomes available, the Recreational Amenity, with the consent of the County, may be moved or increased in size by including all or part of the additional property. Upon completion, the County will assume the management and maintenance of the Recreational Amenity, for public recreational use.

10. Condition of Premises. The County will grant the Easement to the District in "as is" condition. The District acknowledges and agrees that the County has not determined that the Easement will safely or adequately support this type of use.

11. Notices. All notices, consents, approvals, waivers and elections that any party is required or desires to provide shall be in writing and shall be sufficiently provided: (i) when mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand delivery or e-mail to the named individuals representing the party to be notified; or (iii) by private parcel delivery services. Notices, including notice of a change of address shall be addressed or transmitted to the following addresses:

The District: St. Johns River Water Management District
 Project Manager, Bureau of District Projects and Construction
 Reference: Black Creek Water Resource Development Project
 Post Office Box 1429
 Palatka, Florida 32178-1429
 Phone: (386)312-2351
 Email: mcullum@sjrwmd.com

Copy to: St. Johns River Water Management District
 Chief, Bureau of Real Estate Services

Reference: Black Creek Water Resource Development Project
Post Office Box 1429
Palatka, Florida 32178-1429
Phone: (386)329-2362
Email: rbuch@sjrwmd.com

The County Clay County, Florida
 c/o The County Attorney's Office
 Post Office Box 1366
 Green Cove Springs, Florida 32043

12. **Assignment.** This Agreement may not be assigned by the parties' without prior written approval.
13. **Non-Waiver of Sovereign Immunity.** No provision of this Agreement shall be construed as a waiver or attempted waiver by either the County or the District of their sovereign immunity under the Constitution and laws of the State of Florida or permitting authority of the parties.
14. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties. There are no understandings or dealings with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties.
15. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida.
16. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

Intentionally left blank

The parties hereto, by and through their authorized officers or legal representatives, have executed this Agreement, on the dates and year written below, the latter of which shall be inserted in the introductory paragraph.

Attest for Clay County:

Clay County, Florida

S. C. Kopelousos

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

By: Wayne Bolla

Print name: Wayne Bolla

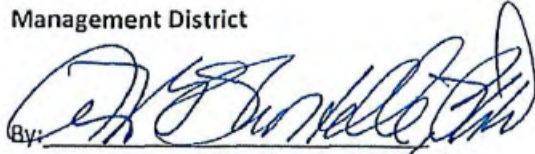
Title: Chairman

Date: 8/22/17

St. Johns River Water
Management District

Approved as to form and legality

Kris Dwyer
Asst. General Counsel Office of General Counsel

By: 

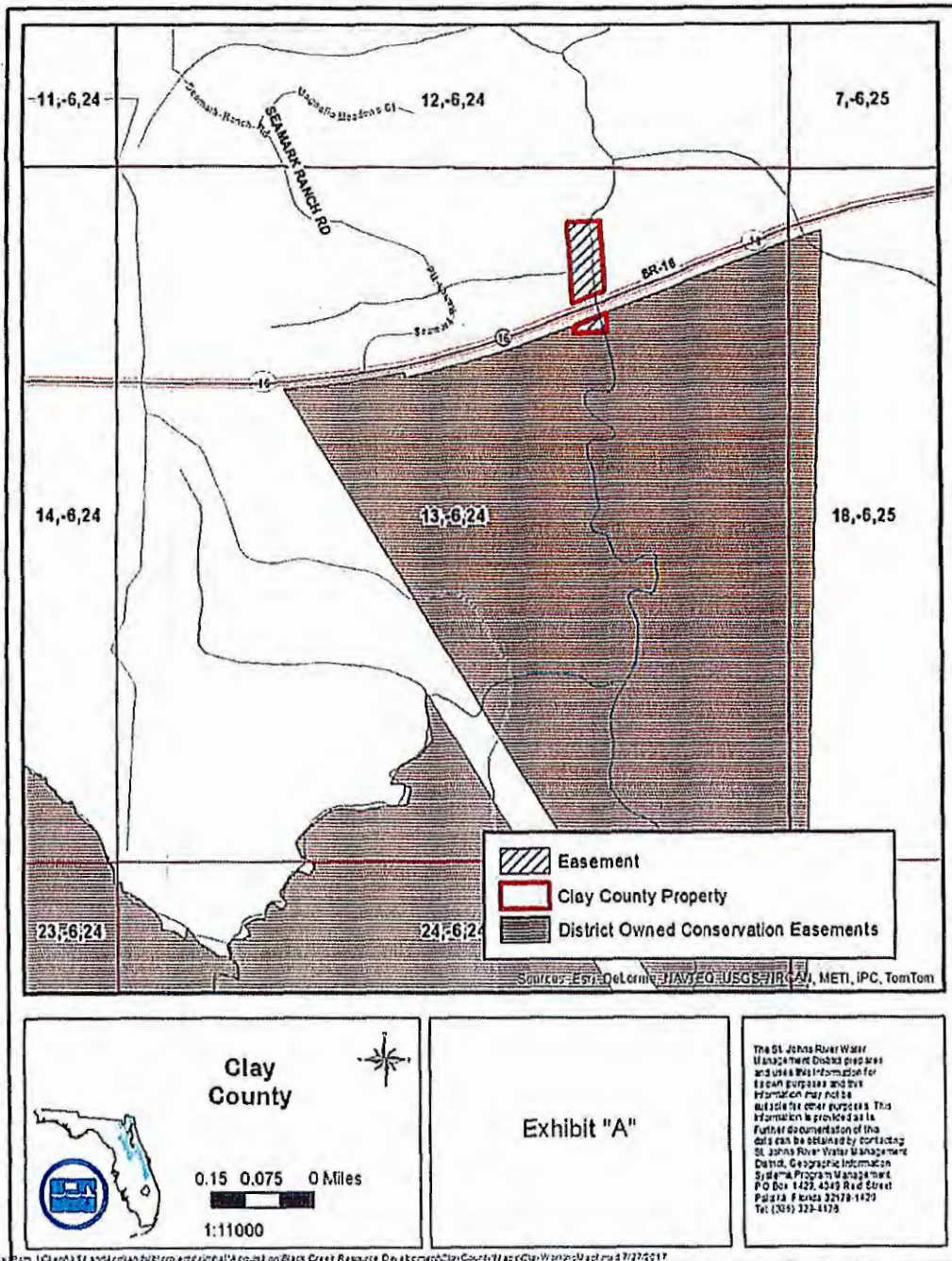
Print name: ANN B. Shortelle Ph.D.

Title: Executive Director

Date: 10/5/2017

Exhibit "A"

That part of the NW1/4 of the NE1/4 of Section 13, Township 6 South, Range 24 East, lying each side of and within 125 feet of a Channel Change Centerline, said centerline being described in the Clay County official records book 91, page 16 containing 3.3 area more or less, exclusive of the road right away.



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ATTACHMENT 2

Temporary Construction Easement Over Proposed location of Recreational Amenity at 2970
Black Creek Drive, Middleburg, Florida

Prepared by:

Karen Ferguson, Esq.
Sr. Assistant General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

TEMPORARY EASEMENT FOR CONSTRUCTION ACCESS

THIS EASEMENT is given this _____ day of _____, 2025, by **CLAY COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 1366, Green Cove Springs, Florida 32043 (Grantor), to the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, hereinafter referred to as the "District", having a mailing address of 4049 Reid Street, Palatka, Florida 32177 (Grantee). As used herein, the term "Grantor" shall include any and all successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Clay County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property"), which is located at 2970 Black Creek Drive; and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a temporary non-exclusive access easement over, on, under, upon, and across the Property for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a temporary easement for and in favor of Grantee upon the Property described on Exhibit "A" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect for the duration provided below.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.

2. Purpose. It is the purpose of this Easement to grant a temporary non-exclusive access easement over, on, under, upon, and across the Property at all times for the sole purpose of allowing the District to design and construct a kayak/canoe launch and connected parking providing for future public access to Black Creek.

3. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Easement.

4. Grantee's Liability. Grantee's liability is limited as provided in Section 768.28, F.S.

Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of this Easement.

5. Duration. All rights granted to Grantee commence upon recording of the Temporary Construction Easement Agreement in the Public Records of Clay County, Florida, and terminate at the project completion date, or _____ months () months following issuance of Notice to Proceed (NTP) to the contractor, whichever occurs first. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Clay County, Florida.

ATTEST FOR CLAY COUNTY:

CLAY COUNTY, FLORIDA

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

By: _____
Betsy Condon, Chair

Date: _____

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing instrument was acknowledged before me **by means of** **physical presence** or **online notarization**, this ____ day of _____, 2024, by Betsy Condon, as Chair of the Clay County Board of County Commission, on behalf of the County, who is personally known to me and who did not take an oath.

NOTARY PUBLIC, State of Florida

My Commission Expires: _____

My Commission No.: _____

Exhibit "A" to Attachment 2

LOT 13, AND A PORTION OF LOT 14, BLACK CREEK SHORES, CLAY COUNTY, FLORIDA, ACCORDING TO PLAT BOOK 5, PAGES 25 AND 26 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 13, THENCE ON THE WESTERLY LINE OF BLACK CREEK DRIVE ACCORDING TO PLAT BOOK 5, PAGES 25 AND 26 OF SAID PUBLIC RECORDS AND ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 120.53 FEET RUN A CHORD DISTANCE OF 30.94 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THE BEARING OF SAID CHORD BEING NORTH 12°59'37" WEST, THENCE CONTINUE ON SAID ARC A CHORD DISTANCE OF 15.50 FEET; THE BEARING OF LAST SAID CHORD BEING NORTH 01°55'04" WEST, THENCE NORTH 85°11'11" WEST 835 FEET, MORE OR LESS, TO THE WATERS OF THE SOUTH FORK OF BLACK CREEK, THENCE ALONG SAID WATERS IN A GENERAL SOUTHEASTERLY DIRECTION 475 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID LOT 13; THENCE ON LAST SAID LINE NORTH 74°46'50" EAST 599 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Attachment 3
EXHIBIT B
 Depiction of Proposed Recreational Amenity

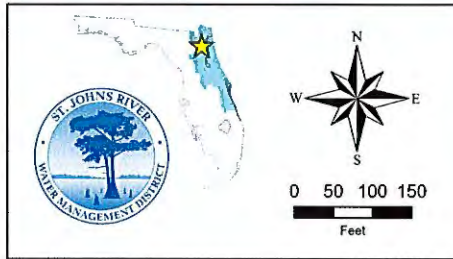
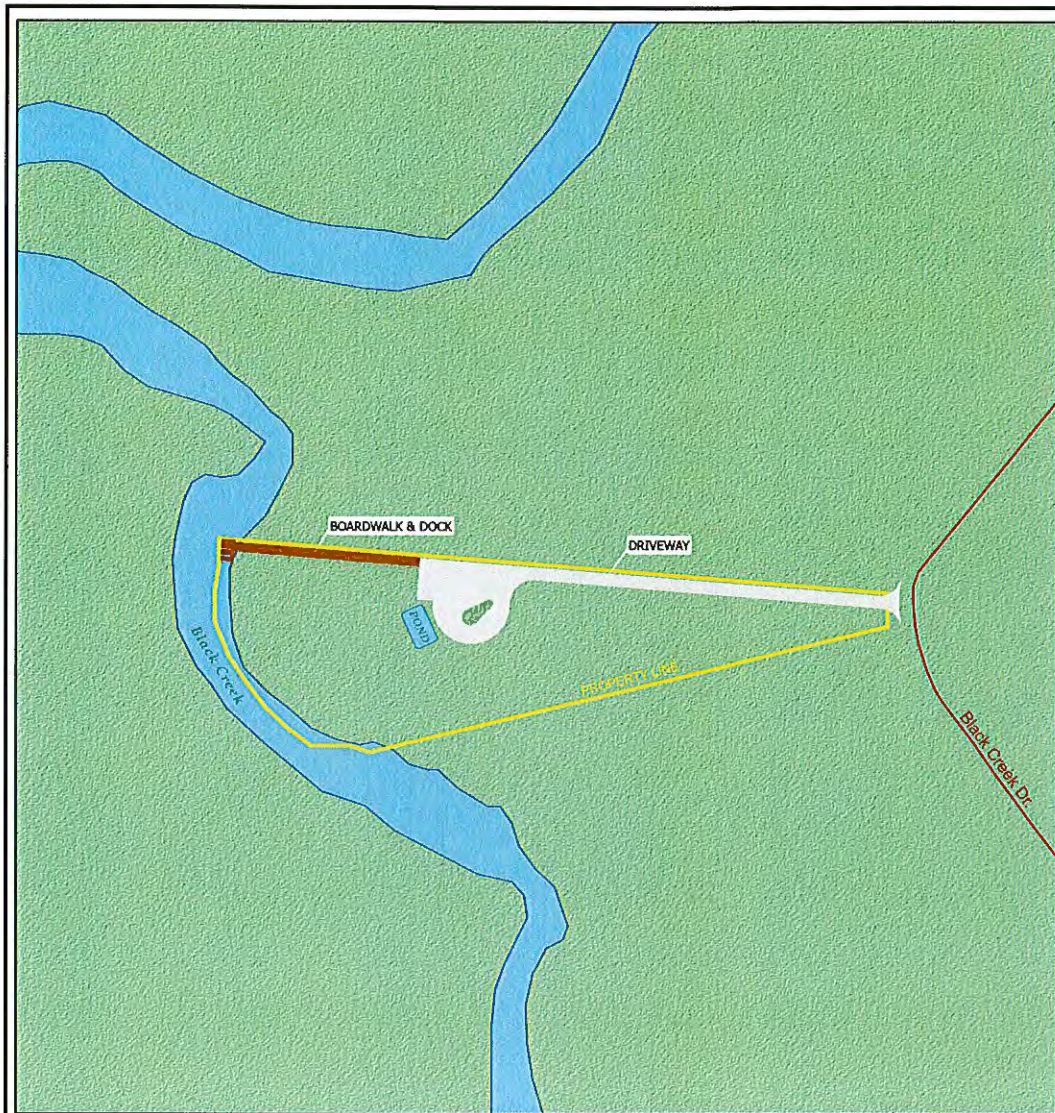


EXHIBIT B:
CONCEPTUAL SITE PLAN:
BLACK CREEK RECREATION
AMENITY
2970 BLACK CREEK DR.

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems
 P.O. Box 1429, 4049 Reid Street
 Palatka, Florida 32178-1429
 Tel: (386) 329-4500.

Path: U:\Projects\CADDLS\RB\BLACK CREEK RECREATION AMENITY\02 Base Data\GIS\Black Creek B-G map.aprx



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County
Commissioners

DATE: 1/28/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Petition to Close a Road- Isle of Pines Circle	Backup Material	2/6/2025	Petition_to_Close_a_Road- Isle_of_Pines_Circle.ADA.pdf
▢ Exhibit	Exhibit	2/6/2025	Exhibit.ADA.pdf
▢ Scheduling Resolution	Backup Material	2/6/2025	Isle_of_Pine_Circle_Scheduling_Reso- Final.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	2/5/2025 - 4:57 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.

Howard Wanamaker, County Manager, on behalf of
Clay County Board of County Commissioners
477 Houston Street
Green Cove Springs, FL 32043

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.

The remainder portion of Isle of Pines Circle between Tynes Blvd. and Tract B, as shown on the Pine Ridge Plantation Plat, Plat Book 52, Pages 20-45, and on the Pine Ridge Plantation Replat Unit 2C, Plat Book 62, Pages 37-40.

3. State the reason(s) for closing the road or street. Use additional sheet(s) if necessary.

The right-of-way in question was originally platted to access 50 residential parcels (parcels 381-430) in the platted subdivision known as Pine Ridge Plantation, recorded in October of 2007 (see Plat Book 52, Pages 20-45). In December of 2019, the Pine Ridge Plantation Replat Unit 2C served to replat all of the residential parcels off of Isle of Pines Circle into Tract "B" (open space) (see Plat Book 62, Pages 37-40), and the area is now a pond. The only remaining portion of Isle of Pines Circle leads from Tynes Blvd. to the pond and is no longer needed by the County for right-of-way purposes.

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.

The right-of-way in question was dedicated to the County by Plat (see Plat Book 52, Pages 20-45).

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.

Loblolly Partners, LLC, 8825 Perimeter Park Blvd, Suite 104, Jacksonville, FL 32216
Pine Ridge Plantation CDD, 475 W. Town Pl., Ste. 114, St. Augustine, FL 32092

6. Have all of the adjoining land owners to the road or street been notified of the pending petition?

Yes, Loblolly Partners, LLC, and the Pine Ridge Plantation CDD have been notified.

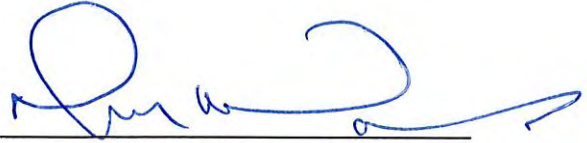
7. Have all of the adjoining land owners to the road or street consented to the petition for road closure? If so, attach the notarized consents hereto.

Notice has been forwarded to the Pine Ridge Plantation CDD informing the CDD and its counsel of the Petition and requesting confirmation of no objection.

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.

The right-of-way known as Isle of Pines Circle was dedicated to the County through the Pine Ridge Plantation plat, Plat Book 52, Pages 20-45, in October of 2007.

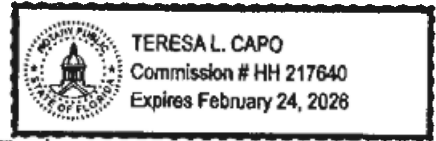
Petitioner Acknowledgement: I have furnished copies hereof to the County Attorney, Director of Public Works, Director of Zoning, Department of Public Safety, and Director of Engineering. I understand that I am obligated to pay all costs such as, but not limited to application fee, signage, advertising, and recording required by the processing of this road or street closing.



Howard Wanamaker

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of February, 2025, by Howard Wanamaker, County Manager, on behalf of the Clay County Board of County Commissioners, who is personally known to me or who produced _____ as identification.



Teresa L. Capo
Notary Public Signature

Printed Name: Teresa L. Capo

My Commission Expires: _____
(SEAL)

Online Notary (Check if acknowledgment done by Online Notarization)



RESOLUTION NO. 2024/2025 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, ACKNOWLEDGING THE FILING OF A PETITION TO CLOSE THE UNOPENED RIGHT OF WAY KNOWN AS ISLE OF PINES CIRCLE, AS SHOWN BY PLAT IN PLAT BOOK 52, PAGES 20-45, AND PLAT BOOK 62, PAGES 37-40, 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 the Board, to close, vacate and abandon the unopened right of way known as of Isle of Pines Circle, as shown by Plat in Plat Book 52, Pages 20-45, and Plat Book 62, Pages 37-40, 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, March 11, 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 11th day of February, 2025.

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]

The unopened right of way known as Isle of Pines Circle between Tynes Blvd. and Tract B, as shown on the Pine Ridge Plantation Plat, Plat Book 52, Pages 20-45, and on the Pine Ridge Plantation Replat Unit 2C, Plat Book 62, Pages 37-40.

Appendix B
[Form of Public Hearing Notice]

To be advertised **Thursday, February 27, 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 the Board, to close, vacate and abandon the unopened right of way known as Isle of Pines Circle, as shown by Plat in Plat Book 52, Pages 20-45, and Plat Book 62, Pages 37-40, of the public records of Clay County, Florida. In accordance with the Petition, the Board will hold a public hearing on Tuesday, March 11, 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:

The unopened right of way known as Isle of Pines Circle between Tynes Blvd. and Tract B, as shown on the Pine Ridge Plantation Plat, Plat Book 52, Pages 20-45, and on the Pine Ridge Plantation Replat Unit 2C, Plat Book 62, Pages 37-40.

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) for approval prior to publication.

Send Invoice and Proof of Publication by email to:
invoices@clayclerk.com and 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, February 11 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

A) Approve Acceptance of the Grant Award for the Bureau of Justice Assistance FY24 State Criminal Alien Assistance Program (SCAAP) \$5,222.00 for Correctional Officer salaries.

B) Authorize the Chairman to accept the award electronically through the Justice Grants System (JustGrants) including the required declaration and certification.

C) Approval of the accompanying budget resolution.

Funding Source (Revenue):

Sheriff – Countywide Fund - All Grants Organization - BJA FY24 State Criminal Alien Assistance Program (SCAAP) - Federal Grants - Public Safety

-

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The State Criminal Alien Assistance Program (SCAAP) will provide reimbursement for states and localities that incur correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanors.

Is Funding Required (Yes/No):
Yes

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

Funding Source (Revenue):

Sheriff – Countywide Fund - All Grants Organization - BJA FY24 State Criminal Alien

Assistance Program (SCAAP) - Federal Grants - Public Safety

Account No.:

FD1002 - CC1233 - PRJ100816 - GR010183 - RC331200

<u>Sole Source (Yes/No):</u>	<u>Advanced Payment</u>
No	<u>(Yes/No):</u>
	No

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_Bud Res SCAAP	Cover Memo	2/6/2025	Budget_ResolutionFY24-25SheriffCountywideFund_FY24_SCAAP.ADA.pdf
▢ Contracts_CCISO SCAAP Award Memo	Cover Memo	2/6/2025	FY_24_SCAAP_Grant_Award_Memo_-BCC.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	2/5/2025 - 4:57 PM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2024/2025-

WHEREAS, the following revenue from the Department of Justice (DOJ), Office of Justice Programs, Bureau of Justice Assistance was not anticipated when the 2024/2025 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used for assist the Clay County Sheriff’s Office (CCSO) with the cost of housing illegal criminal aliens in the Clay County Jail.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:	\$ 54,884,290
Additions to Sheriff – Countywide Fund (FD1002)	
Sheriff – Countywide Fund / All Grants Organization / BJA FY24 State Criminal Alien Assistance Program (SCAAP) / FY24 State Criminal Alien Assistance Program (SCAAP) / Federal Grants – Public Safety	FD1002-CC1233- PRJ100816- \$ 5,222 GR010183-RC331200
Amended Total Revenue	\$ 54,889,512

APPROPRIATION

Prior Fund Total:	\$ 54,884,290
Additions to Sheriff – Countywide Fund (FD1002)	
Sheriff – Countywide Fund / All Grants Organization / BJA FY24 State Criminal Alien Assistance Program (SCAAP) / FY24 State Criminal Alien Assistance Program (SCAAP) / Personnel Services – Constitutional Officer	FD1002-CC1233- PRJ100816- \$ 5,222 GR010183-SC516000
Amended Total Appropriation	\$ 54,889,512

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 11th day of February, 2025.

Board of County Commissioners Clay
County, Florida

Betsy Condon, Chairman

ATTEST:

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

Oh



OFFICE OF THE SHERIFF
Clay County, Florida
Sheriff Michelle Cook
Office Memorandum

Date: February 3, 2025
To: Howard Wanamaker, County Manager
From: Vicki Adams, Chief Financial Officer *VA*
Subject: Grant Award Acceptance for **FY24 State Criminal Alien Assistance Program (SCAAP)**

****REQUESTED ACTION:** We are requesting a Budget Amendment in order for our agency to receive the FY24 State Criminal Alien Assistance Program (SCAAP) award from the Bureau of Justice Assistance in the amount of \$5,222. The funds will be used for Correctional Officer salaries. The County Project Number is PRJ100816.

BACKGROUND: On June 25, 2024, as part of the Board's Consent Agenda, the Board approved CCSO's request to apply for this grant along with several other grants that our agency was going to pursue for FY 24-25. We apply for this funding annually to assist with the cost of housing illegal criminal aliens in the Clay County Jail.

AGREEMENT TERM: NA

COST: NA

FUNDING SOURCE:

Revenue

Federal Grant – Public Safety FD1002-CC1233-PRJ100816-RC331200 \$5,222

Appropriation

Personnel Services – C/O FD1002-CC1233-PRJ100816-SC516000 \$5,222

STAFF REVIEW COMMENTS: NA

ADVANCE PAYMENT REQUIRED: NA

SOLE SOURCE: NA

"Proudly Serving with Honor and Courage"



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

A) Approval of the Grant Agreement with the State of Florida Department of State for funding in support of the Oakleaf Plantation Library in the amount of \$750,000.00 which was appropriated by the Florida Legislature for State Fiscal Year 2024/2025.

B) Approval of the accompanying budget resolution.

Funding Source (Revenue):

Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - Oakleaf Library
- State Grants - Cultural & Recreation

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Annual appropriations grant agreement is a fixed fee agreement wherein the Department of Commerce will pay up to \$750,000.00 in increments based on percentage of project completion. The deadline to complete the scope of work and expend all grant and local funds is June 30, 2027.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

No

Funding Source (Revenue):

Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - Oakleaf Library
- State Grants - Cultural & Recreation

Account No:

FD3003 - CC1233 - PRJ100526 - RC334700

Sole Source (Yes\No): Advanced Payment
No (Yes\No):
No

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_Budget Res - Oakleaf Library	Backup Material	2/7/2025	BudgetResOakleafLibraryProject.ADA.pdf
▢ Contracts_FL Grant Oakleaf Library	Backup Material	2/7/2025	25-GAA-01ClayOakleafPlantationGrantAgreement.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	2/5/2025 - 5:00 PM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2024/2025-

WHEREAS, the following revenue from the Florida Department of State was not anticipated when the 2024/2025 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used for construction of the Oakleaf Library Project.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:	\$ 122,996,604
Additions to Capital Improvement Plan (CIP) Projects Fund (FD3003)	
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / Oakleaf Library / Oakleaf Library / State Grants – Culture and Recreation	FD3003-CC1233-PRJ100526-GR010182-RC334700 \$ 750,000
Amended Total Revenue	\$ 123,746,604

APPROPRIATION

Prior Fund Total:	\$ 122,996,604
Additions to General Fund (FD1000)	
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / Oakleaf Library / Oakleaf Library / Buildings	FD3003-CC1233-PRJ100526-GR010182-SC562000 \$ 750,000
Amended Total Appropriation	\$ 123,746,604

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 11th day of February, 2025.

Board of County Commissioners Clay
County, Florida

Betsy Condon, Chairman

ATTEST:

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

Clay County Agreement/Contract No.: 2024/2025-_____

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF STATE**

THIS GRANT AGREEMENT NUMBER 25-GAA-01 ("Agreement") is made and entered into by and between the State of Florida, Department of State ("Department"), and Clay County Board of County Commissioners a Florida local government ("Grantee"). The Department and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, the Department has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Total Compensation for Executive Leadership (Not applicable for this project.)

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2024, (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2027, (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a fixed fee Agreement. The Department shall pay Grantee up to Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$750,000.00) in consideration for Grantee's performance under this Agreement. Travel expenses are not authorized under this Agreement. Department shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Department's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. The Department shall have final unchallengeable authority as to both the availability of

funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Department); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Department), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds Department may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures:

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>

C. MODIFICATION

1. If, in the Department's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, the Department may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.
2. Change Orders. Should grant expenditures vary from the budgeted grant amount for any category by more than 20%, the Grantee shall be required to submit a proposal for revision with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.
3. Grant Completion Deadline. The grant completion deadline is June 30, 2027. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Approved Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 30 days, unless the Grantee can demonstrate extenuating circumstances as described in Section C.4 of this Agreement.
4. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least 30 days prior to the end of the grant period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

D. TERMINATION

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Department may terminate this Agreement upon no less than 24 hour written notice to

Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute the Department's default under this Agreement.

2. Termination for Cause: The Department may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience: The Department, by written notice to Grantee, may terminate this Agreement in whole or in part when the Department determines in the Department's sole and absolute discretion that it is in the Department's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as the Department otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Grantee's Responsibilities Upon Termination: If the Department issues a Notice of Termination to Grantee, except as the Department otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work the Department does not terminate; (3) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available *to* the Department all property and materials belonging to the Department pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

E. RECOUPMENT OF FUNDS

1. Recoupment. Notwithstanding anything in this Agreement to the contrary, the Department has an absolute right to recoup Award Funds. The Department may refuse to pay or reimburse Grantee for any cost if the Department determines that such cost was not incurred in compliance with the terms of this Agreement. The Department may demand a return of Award Funds if the Department terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of the Department's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. Overpayments. If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to the Department.

3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to the Department within 30 days of Grantee's discovery of an Overpayment at receipt of notification from the Department that an Overpayment has occurred. The Department is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to the Department's Agreement Manager and made payable to the "Department of State." Should repayment not be made in a timely manner, the Department may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. Right of Set-Off. The Department and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of setoff any moneys due to Grantee under this Agreement up to any amounts due and owing to the Department with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

F. AUDIT REQUIREMENTS AND COMPLIANCE

1. Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Department any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. Audit Compliance. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

G. RECORDS AND INFORMATION RELEASE

1. Records Compliance. The Department is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to the Department under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with the Department regarding the Department's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify the Department of the receipt and content of any records request by sending an e-mail to PublicRecords@DOS.FL.GOV within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold the Department harmless from any violation of Florida's public records laws wherein the Department's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. The Department may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in

connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. Identification of Records. Grantee shall clearly and conspicuously mark all records submitted to the Department if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to the Department serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If the Department's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. Keeping and Providing Records. The Department and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. The Department may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide the Department with copies of any records within 10 business days after the Department's request at no cost to the Department. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to the Department includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to the Department all public records in possession of Grantee or keep and maintain public records required by the Department to perform the service. Financial records, supporting documents, statistical records and all other records including electronic storage media pertinent to the project shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained until five (5) fiscal years after the litigation, audit or claim has been resolved. All records stored electronically must be provided to the Department, upon request from the Department's custodian of records, in a format that is compatible with the information technology systems of the Department.

4. Audit Rights. Representatives of the State of Florida, the Department, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. Single Audit Compliance Certification. The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between the Department and Grantee.

6. Ensure Compliance. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures **will** be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit **and** record keeping requirements.

7. Contact Custodian of Public Records for Questions.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-6507, via e-mail at PublicRecords@DOS.FL.GOV, or by mail at Department of State, Public Records Coordinator, 500 S. Bronough Street, Tallahassee, Florida 32399.

H. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of the Department, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to the Department's network and/ or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable the Department Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify the Department in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of the Department's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to the Department any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the Department information in Grantee's possession or electronic interference with the Department operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to the Department not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has

taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as the Department's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of the Department's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

I. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. The Department does not endorse any Grantee, commodity, or service as a result of entering into this Agreement. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to mentioning this Agreement in a press release or other promotional material identifying the Department or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. Disclosure of Sponsorship. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of State." If the sponsorship reference is in written material, the words "State of Florida, Department of State" shall appear in the same size letters or type as the name of the organization.

J. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Department may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies List, Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

K. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in

Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

L. FLORIDA SUBSTITUTE FORM W-9

A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). An updated W-9 must be on file with www.myfloridacfo.com prior to release of payment. Grantee should confirm current W-9 is up to date prior to signing contract.

M. PATENTS, COPYRIGHTS, AND ROYALTIES

If publications, films, or similar materials are developed, directly or indirectly, from a program, project, or activity supported by the grant funds herein, any resulting copyright shall be held by the Grantee. As a condition of grant assistance, the Grantee agrees to and hereby awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

N. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

The Department may attach and require as a condition of this Agreement an executed Restrictive Covenant, which shall satisfy the requirements of this paragraph and section 287.05805, F.S.

O. CONFLICT OF INTEREST

The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, Florida Statutes, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

P. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. The Department has no ability to exercise any control or direction over the methods by which Grantee may perform its work

and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

Q. EMPLOYMENT ELIGIBILITY VERIFICATION - E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

R. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to the Department's Agreement Manager in writing within 24 chronological hours.

S. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

T. STRICT COMPLIANCE WITH LAWS

The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations. Failure to comply with this provision may result in the Department's termination of the grant agreement.

U. ASSIGNMENTS AND SUBCONTRACTING

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the Department, which consent may be withheld in the Department's sole and absolute discretion. The

Department is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

2. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Department.

V. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only *to* the extent of the conflict or inconsistency.

W. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. Waiver. No waiver by the Department of any of provision herein shall be effective unless explicitly set forth in writing and signed by the Department. No waiver by the Department may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Department to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BYLAW.**

3. Attorneys' Fees, Expenses. Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. Dispute Resolution. The Department shall decide disputes concerning the performance of the Agreement, and the Department shall serve written notice of same to Grantee. The Department's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with the Department a petition for administrative hearing. The Department's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

X. INDEMNIFICATION

The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.

a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, Florida Statutes, it shall only be obligated in accordance with this Section.

b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Y. FORCE MAJEURE

Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional

charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy.

The Department, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department or the State, in which case, the Department may terminate the Agreement in whole or in part.

Z. CONTACT INFORMATION FOR GRANTEE AND DEPARTMENT CONTACTS

Grantee's Agreement Manager:

Megan Covey
477 Houston Street
Green Cove Springs, Florida 32043
904.529.4211
Megan.Covey@claycountygov.com

Department of State's Agreement Manager:

Thomas Peña
500 S Bronough Street
Tallahassee, Florida 32399
850.245.6620
Thomas.Pena@dos.fl.gov

AA. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or

(iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

BB. REQUIREMENT TO REGISTER FOR DOSGRANTS.COM

Administration of all grants funded by the Department is carried out through the Department of State online grants management system at <https://dosgrant.com/>, and all forms and documents related to this Agreement, including, but not limited to, progress reports, payment requests, expenditure logs, amendment requests, and Single Audit Act certifications and reporting packages, shall be submitted by the Grantee via DOSGrants.com. If they do not already exist, DOSGrants.com accounts for both the Grantee organization and the Grantee's Agreement Manager (as set forth below) must be created within 30 calendar days of the date the last Party signed this Agreement.

CC. STATUTORY REQUIREMENT TO CONSIDER HISTORIC RESOURCES

Pursuant to Section 267.061(2), Florida Statutes, the Department of State shall consider the effect of the expenditure of state funds on any historic property that is included in or eligible for inclusion in the National Register of Historic Places. If the undertaking would effect a historic property the Department of State will include information in the Scope of Work detailing the consultative process required to comply with Section 267.061, Florida Statutes.

[Remainder of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

Department of State:

By: _____
Amy L. Johnson, Division Director

Date

Grantee:

By: _____
Authorizing Official for the Grantee

Date

ATTEST:

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

Date

ATTACHMENT 1

SCOPE OF WORK

A. PROJECT DESCRIPTION: For state fiscal year 2024-2025 the Florida Legislature appropriated Seven Hundred and Fifty Thousand Dollars and Zero Cents in Specific Appropriation line item 3255A of Florida's General Appropriations Act to the Clay County Board of County Commissioners ("Grantee") for the Oakleaf Plantation Library project. The project will support the construction of a new library to cater to the requirements of the Oakleaf Plantation Community. This state-of-the-art facility will encompass a wide range of amenities and services, including but not limited to cultural resources, literacy programs, educational and enrichment offerings, STEM (Science, Technology, Engineering, and Mathematics) resources, art facilities, dedicated study rooms, meeting spaces, and the possibility of serving as a polling location. Library services will include cultural resources, literacy education, community education, STEM programs, art programs, study rooms, meeting rooms, potential polling location, and other community amenities and services. This facility will support a growing community in Oakleaf that does not currently have a library.

B. GRANTEE RESPONSIBILITIES: Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

B.1 Pre-Construction:

- a. Grantee shall submit to the Department copies of the final Design Plans, associated permits, flood hazard analysis, subsurface soil analysis and assurance that the proposed construction project will not have an adverse effect on historic properties listed or eligible for listing on the National Register of Historic Places.
- b. The Grantee shall acquire and pay for all necessary permits as applicable.
- c. The Grantee shall provide construction management and project oversight for each approved scope of work item and shall ensure that the project construction is in accordance with the construction bid/quote. When subcontracting, the Grantee shall use properly licensed, Florida-based vendors and contractors.
- d. The Grantee shall submit to the Department copies of all contracts and subcontracts entered into in furtherance of the project plan, for which the Grantee is seeking payment for under this Agreement. All such contracts and subcontracts must be procured in compliance with Grantee's policies and procedures, and with applicable law.
- e. The Grantee shall provide assurances to the Department such as a deed, showing that the Grantee has legal title to the property and building, a long-term lease of not less than 20 years or a resolution adopted by the Grantee's governing body, that the Grantee has unconditional use of the site and the building. If a resolution is used as proof, it shall state whether the applicant owns or leases the site and building.

B.2 Construction: The Grantee shall complete the following construction activities in accordance with the approved plans:

- a. Preliminary site work/demolition.

- b. Perform site mobilization.
- c. Perform building construction.

B.3 In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

C. DEPARTMENT OF STATE RESPONSIBILITIES: The Department of State shall monitor progress, review reports, conduct site visits as determined necessary by the Department of State, and process payments to Grantee.

D. PAYMENT REQUEST:

All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined in Section E below.

E. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable #1:			
Tasks	Type of Payment	Performance Measures	Financial Consequences
The Grantee will have completed at least 30 percent (30%) of the project prior to payment.	Fixed fee/Unit rate	Completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1), showing at least 30 percent (30%) of the project completed.	First payment will be withheld if Deliverables are not satisfactorily completed.
Deliverable #1 - \$220,000.00			
Deliverable #2:			
Tasks	Type of Payment	Performance Measures	Financial Consequences
The Grantee will have completed at least 60 percent (60%) of the project prior to payment.	Fixed fee/Unit rate	Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1), showing at least 60	Second payment will be withheld if Deliverables are not satisfactorily completed.

		percent (60%) of the project completed.	
Deliverable #2 - \$220,000.00			
Deliverable #3:			
Tasks	Type of Payment	Performance Measures	Financial Consequences
The Grantee will have completed at least 100 percent (100%) of the project prior to payment.	Fixed fee/Unit rate	Completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent (see Appendix 1), showing 100 percent (100%) of the project completed, including all retainage amounts paid.	Third payment will be withheld if Deliverables are not satisfactorily completed.
Deliverable #3 - \$220,000.00			
Deliverable #4:			
Tasks	Type of Payment	Performance Measures	Financial Consequences
The Grantee will have completed all project and agreement obligations prior to payment.	Fixed fee/Unit rate	Submission and acceptance of a Library Construction Closeout Report (see Section 9) that certifies that all project funds have been expended and the project has been closed out.	Fourth payment will be withheld if Deliverables are not satisfactorily completed.
Deliverable #4 - \$90,000.00			
Total Deliverables Cost: \$750,000.00			

F. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to the Department within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

2. Close-out Report: No later than 30 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

3. Total Compensation Paid to Non-Profit Report:

a. If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment 3, entitled “Total Compensation Paid to Non-Profit Personnel Using State Funds” which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

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.

b. “State funds” means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

G. ADDITIONAL PAYMENT REQUEST REQUIREMENTS:

1. Grantee shall submit the following documents with the itemized Payment Request:

a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section E, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;

b. Grantee's invoices shall include the date, period in which work was performed, amount of payment/reimbursement, and work completed to date;

c. If the project is for improvement to real property, a certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

d. Before and after photographs of the completed work;

e. A copy of all supporting documentation for vendor payments;

f. A copy of the cancelled check(s) specific to the project; and

g. A copy of the bank statement that includes the cancelled check.

h. A copy of a completed Total Compensation Paid to Non-Profit Report for each required filer for the payment period covered by the Payment Request.

2. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

3. All documentation necessary to support payment requests must be submitted with Grantee's payment request for the Department's review.

4. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined ins. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in the Department's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

I. NONCOMPLIANCE WITH GRANT REQUIREMENTS:

Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

- End of Attachment 1 (Scope of Work) -

Attachment 2

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State 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 State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from nonfederal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State 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 State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F – Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

- A. The Department of State through the <https://dosgrants.com/> grants management system.
- B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

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

A. The Department of State through the <https://dosgrants.com/> grants management system.

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

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

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

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

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

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

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EXHIBIT 1 to Attachment 2

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project

STATE AWARDING AGENCY: FLORIDA DEPARTMENT OF STATE

CSFA NUMBER: 45.020

CSFA TITLE: Public Library Construction Program

TOTAL STATE AWARD AMOUNT: \$750,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. ACTIVITIES ARE LIMITED TO THOSE SPECIFIED IN ATTACHMENT 1, SCOPE OF WORK,
OF THIS AGREEMENT

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal
Programs and State Projects included in Exhibit 1 be provided to the recipient.

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ATTACHMENT 3

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:			
Title:			
Agency Agreement/Contract #			
Total Contract Amount			
Contract Term:			
Invoice Number			
Invoice Period			
Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.			
Name:			
Signature:			
Title:			
Date:			



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual
Services

SUBJECT:

A) Approval of the transfer of Windy City Investment Group, LLC's Franchise for container services to NE Florida Waste Management Company, which has acquired Griffin Waste Services of Jacksonville from Windy City Investment Group, LLC.

B) Approval of a new Franchise Agreement with NE Florida Waste Management Company, doing business as (dba) Griffin Waste Services of Jacksonville. This agreement will commence upon execution and continue through December 31, 2025, in alignment with the franchise transfer.

Funding Source (Revenue):

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

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Windy City Investment Group, LLC has requested to transfer its Franchise to NE Florida Waste Management Company dba Griffin Waste Services of Jacksonville. NE Florida Waste Management Company has submitted its application and fee in relation to the transfer in accordance with Clay County's Solid Waste Franchising and Collection Ordinance 90-24, as amended, and as codified in the Clay County Code, Appendix D, Article III. Windy City Investment Group, LLC has been notified that effective on February 11, 2025, the Franchise Agreement No. 2022/2023-59 will be terminated.

Is Funding Required (Yes/No):

No

If Yes, Was the item budgeted

(Yes\No\N/A):

No

Funding Source (Revenue):

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

CLAY COUNTY AGREEMENT/CONTRACT #2024/2025-_____

FRANCHISE AGREEMENT FOR CONTAINER SERVICE

This Franchise Agreement for Container Service (“Franchise Agreement”) is executed between Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County”), and NE Florida Waste Management Company dba Griffin Waste Services of Jacksonville, a Florida Profit Corporation (the “Franchisee”), this 11th day of February, 2025 (“Effective Date”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Ordinance.

RECITALS

WHEREAS, Clay County’s Solid Waste Franchising and Collection Ordinance 90-24, as amended and as it may be amended from time to time, and as codified in the Clay County Code, Appendix D, Article III (“Ordinance”), incorporated herein by reference, authorizes the franchising of Solid Waste collection services within specified Franchise Districts in the Unincorporated Area of Clay County; and

WHEREAS, it shall be unlawful for any person to collect, remove, or dispose of Solid Waste for others in the Unincorporated Area of Clay County without first obtaining a Franchise as authorized by the Ordinance; and

WHEREAS, Franchise means the rights granted under the Ordinance to collect and transport Solid Waste from Residential Units, Commercial Establishments, Industrial Establishments or Institutional Establishments, regardless of the place of origin, within and from a specified Franchise District, and is not intended to include any license or permit required for the privilege of transacting and carrying on a business within the County as may be required by other County Ordinances and general law; and

WHEREAS, the County previously granted Windy City Investment Group LLC dba Griffin Waste Services of Jacksonville (“Windy City”) a Franchise for Container Service in accordance with the franchise agreement, Clay County Agreement/Contract No.: 2022/2023-59, that was entered into between the County and Windy City; and

WHEREAS, Windy City has sold Griffin Waste Services of Jacksonville to NE Florida Waste Management Company and desires to transfer its Franchise in its entirety to the Franchisee; and

WHEREAS, the Franchisee submitted a Transfer Application for a Franchise for Container Service, a copy of which is attached hereto as **Attachment A** and incorporated herein, along with its Application Fee in accordance with the Ordinance; and

WHEREAS, the terms and provisions of the Ordinance are declared to be the minimum with respect to the duties, requirements, and obligations of the Franchisee; and accordingly, any terms and provisions which impose greater or more restrictive duties, requirements, and obligations upon the Franchisee are declared and agreed to prevail over the terms and provisions of the Ordinance; and

WHEREAS, in accordance with Section IV 3. of the Ordinance, the Clay County Board of County Commissioners hereby approves the transfer of Windy City's Franchise in whole to the Franchisee by entry into this Franchise Agreement; and

WHEREAS, the Franchise shall be conditioned upon the faithful performance of all duties and requirements imposed by the Ordinance, this Franchise Agreement, existing law, and requirements established by the Clay County Department of Environmental Services (the "Department") under the direction of the County's Board of County Commissioners.

NOW THEREFORE, pursuant to the provisions and authority of the Ordinance and 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. Franchise District. The Franchise granted is within Franchise District #IX, as established under Clay County Resolution 89/90-63R.
2. Authorized Collection Service. The collection service authorized under this Franchise Agreement is Container Service which is the collection of Garbage, Rubbish, Yard Trash, and Recyclable Materials stored in Containers as provided and specified under the Ordinance.
3. Non-exclusivity. The Franchise granted is non-exclusive within Franchise District #IX.
4. Term. The Franchise granted shall commence on the Effective Date set forth above and shall terminate on December 31, 2025, unless sooner terminated hereunder or under the Ordinance.
5. Franchise Fee. The Franchisee agrees to pay to the County a Franchise Fee of fourteen percent (14%) of the Franchisee's gross receipts, which includes the Franchise Fee for Container Service in its Franchised District. Compactor lease and purchase receipts are exempt from the Franchise Fee. The Franchisee shall make payments by delivering a check to the Department, payable to the Clay County Environmental Fund, on or before the last day of each month, on the gross receipts of the previous month. The final payment for the last month of the Franchise Agreement shall be due thirty (30) days following the expiration or termination of the Franchise Agreement.
6. Audits and Reports.
 - A. Audit: The Franchisee shall maintain all books, documents, papers, and records related to the Franchise in accordance with generally accepted accounting principles. A customer list showing location, container size, and frequency, along with all books and records, must be made available for inspection by the Department staff upon request and with ten (10) days prior notice. The Franchisee shall retain all records relating to this Franchise Agreement for a period of at least five (5) years after the Franchise Agreement expires or terminates, whichever occurs first.
 - B. Monthly Report: The Franchisee must deliver to the Department, on or before the last day of each calendar month, a true and correct monthly report of gross

receipts generated the previous calendar month from within its Franchise District. The failure of Franchisee to deliver a monthly report within the prescribed time shall be grounds for termination of the Franchise as provided under Section IV. 1. of the Ordinance. In the event of termination of the Franchise, the Franchisee shall remain liable for all Franchise and Disposal fees due up to the date of termination.

C. Annual Financial Statement: The Franchisee shall submit a certified financial statement each year to the Department on or before the first day of April, or on a date as otherwise agreed to by the Department, for the previous calendar year. The certified financial statement shall be prepared by a certified public accountant licensed by the State of Florida. The certified financial statement shall indicate all revenues and expenses of disposal generated from or attributable to Franchise activities within Clay County. These statements shall be prepared in accordance with generally accepted accounting principles. If the Franchisee fails to submit its certified financial statement within the time prescribed herein or to obtain an extension for good cause shown fifteen days prior to the certified financial statement due date, the Franchisee shall pay an additional late charge of ten percent of the average monthly disposal fee incurred by the Franchisee for the preceding twelve month period. The failure of Franchisee to submit the certified financial statement within the prescribed time shall be grounds for termination of the Franchise as provided under Section IV. 1. of the Ordinance. In the event of termination of the Franchise, the Franchisee shall remain liable for all Franchise and Disposal fees due up to the date of termination.

7. Insurance. Throughout the term of the Franchise, Franchisee shall maintain the following insurance in accordance with Section IV 2.C. of the Ordinance:

The Franchisee shall provide and keep in force throughout the term of this Franchise Agreement and during any renewal or extension term(s) of this Franchise Agreement a comprehensive general public liability and property damage insurance policy. Such public liability coverage shall not be less than five hundred thousand dollars (\$500,000.00) for each person, and not less than five hundred thousand dollars (\$500,000.00) for each accident, with property damage coverage of not less than two hundred fifty thousand dollars (\$250,000.00) **insuring by name the Franchisee and naming "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"** against public liability and property damage claims; provided, however, that if the Franchise is for Hand Pickup Service, and the Franchisee serves fewer than two hundred (200) Customers, then the County may reduce the required limits of the public liability coverage to one hundred thousand dollars (\$100,000.00) combined for injury to person or property. The Franchisee shall maintain in full force and effect at all times at least the minimum motor vehicle insurance required under the law of the State of Florida for registration thereof, and shall provide proof of such registration to the County for each motor vehicle used by the Franchisee in the performance of its Franchise obligations. The Franchisee shall also maintain workers' compensation insurance in the statutory limits as required by the State of Florida.

The Franchisee must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Franchise

Agreement. Franchisee shall provide a thirty day prior written notification to the County in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Franchisee shall immediately suspend its operations until replacement insurance is obtained and verified.

8. Bond. Throughout the term of the Franchise, unless modified under the Ordinance, Franchisee shall maintain a performance and payment bond in an amount not to exceed \$25,000.00 to insure continuity of collection and disposal service in accordance with Section IV 2.B. of the Ordinance.
9. Recycling. The Clay County Recycling Program presently accepts specific recyclable materials at no charge (subject to change with 90-day notice) at the Environmental Convenience Centers and Rosemary Hill Solid Waste Management Facility. The Clay County Recycling Program will accept corrugated cardboard (dry, flattened) at the Rosemary Hill Solid Waste Management Facility from the Franchisee that are collected source separated. The County reserves the right to reject loads of materials collected as recyclable in the event a particular load contains more than 5 percent unacceptable materials or contamination. In the event a load of materials collected by the Franchisee as recyclable is rejected, the County will notify the Franchisee immediately, and reserves the right to have the materials properly disposed. The County will charge the Franchisee's prepaid account for the material rejected, and advise the Franchisee within ten working days of the appropriate charges.

Franchisee further agrees that if the County shall implement a recycling program requiring mandatory participation on the part of Container Service Customers, then Franchisee will cooperate with the implementation thereof, including termination services with non-participating or uncooperative Customers, if required by the County.

10. Application. In the event of any inconsistencies between the terms and provisions of the Application submitted by the Franchisee and those in this Franchise Agreement, the terms and provisions in this Franchise Agreement shall prevail. Any fraudulent or deceptive statements contained therein, or any material misstatements of fact contained therein shall be full and sufficient grounds for the immediate revocation of the Franchise and the termination of this Franchise Agreement by the County.
11. Equipment and Vehicles. The Franchisee shall acquire, employ and utilize all equipment and vehicles necessary to perform its Franchise duties, requirements, and obligations. Such equipment and vehicles shall be maintained in good condition and repair at all times and shall initially include the equipment and vehicles identified in the Application.
12. Notice. All notices given under this Franchise Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) 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 Franchisee:

Franchisee
Address: See Franchisee's mailing

If to County:

Clay County
3545 Rosemary Hill Road

address listed in the Application
attached hereto on page 1
Attention: See Franchisee's contact
listed in the Application attached
hereto on page 1

Green Cove Springs, FL 32043
Attention: Director of Environmental Services

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

13. Designated Place of Business. The Designated Place of Business for Franchisee shall be the principal business address listed in the Application attached hereto on page 1.
14. Container Size. In accordance with Section IV 5.B. (5) (a) of the Ordinance, unless otherwise agreed to by the parties, Containers shall be provided for Customers in all available sizes (2 through 50 cubic yards) with suitable lifting connections to enable handling by the Franchisee using its standard equipment.
15. Ordinance Amendments. The Franchisee acknowledges and agrees that the County shall have the right to make amendments to the Ordinance from time to time within the reasonable exercise of its police powers to protect the public health, safety, and welfare. The Franchisee agrees to abide by such amendments as if set out fully herein.
16. Franchise Agreement Amendments. The Franchise Agreement may only be modified or amended upon written agreement of the County and the Franchisee. No oral agreements or representation shall be valid or binding upon either party. The Franchisee may not unilaterally modify the terms of the Franchise Agreement by affixing additional terms or by incorporating such terms onto the Franchisee's documents forwarded by the Franchisee to the County.
17. Default, Revocation, and Termination. In accordance with Section IV 1. of the Ordinance, if Franchisee violates any of the terms, conditions, or provisions of the Ordinance, the Franchise Agreement, or any of the regulations promulgated by the County pursuant thereto, the Department shall notify the Franchisee, in writing, to desist from further violations. If the violation continues for a period of fifteen days thereafter or reoccurs any time thereafter, the Franchisee shall be deemed to have forfeited the Franchise; provided, the Franchisee may, within said fifteen day period, petition the County for a hearing regarding whether grounds for forfeiture exist. A forfeiture of a Franchise shall mean that the Franchisee's rights under a Franchise are revoked and the Franchise Agreement terminated. Forfeiture shall take effect upon the certified mailing by the Department of notice thereof to the Franchisee.
18. Designated Disposal Facility. The Franchisee agrees to cause all solid waste collected by it under the authority of the Franchise to be delivered to the Transfer Station at the County's Rosemary Hill Solid Waste Management Facility, or such other Transfer Station or Designated Disposal Facility as the County may identify.
19. Tipping Fee Deposits.
 - A. At its sole discretion, the County may authorize the Franchisee to deposit funds with the County to be drawn against by the Franchisee for payment of the tipping

fee due on each load of solid waste delivered to the Designated Disposal Facility, currently the Rosemary Hill Solid Waste Management Facility, or as otherwise designated by the Department, in lieu of requiring the Franchisee to tender cash with each such load. If granted, the County may withdraw such authorization at any time in its sole discretion without recourse on the part of the Franchisee.

- B. Should the authorization under subparagraph A be granted by the County, then on any occasion that the County in its sole judgment shall determine that the balance of funds on deposit with the County to the credit of the Franchisee is low, zero or negative, the County may give written notice to the Franchisee by electronic or facsimile transmission to deposit additional funds with the County. The Franchisee shall deposit said additional funds by the second business day immediately following the sending of the written notice (“Deposit Deadline”).
- C. If Franchisee fails to make a deposit to cure a negative balance within the Deposit Deadline under subparagraph B, Franchisee shall pay to the County a fee of \$25.00 for each day after the Deposit Deadline until the Franchisee deposits funds sufficient to cover the negative balance, pays all accrued fees under this subparagraph, and produces a positive balance.
- D. For purposes of this paragraph the term “Delinquent Fee” shall mean the fee charged under subparagraph C, and the term “Charged Day” shall mean a calendar day for which a Delinquent Fee has been charged to the Franchisee.
- E. The accrual by the Franchisee of 20 or more Charged Days during any 12 month period shall be grounds for the revocation of the Franchise and the termination of this Franchise Agreement.
- F. The Franchisee at all times shall remain liable to pay to the County the tipping fee charged by the County for each load of solid waste delivered by the Franchisee to the Designated Disposal Facility, currently the Rosemary Hill Solid Waste Management Facility, or as otherwise designated by the Department, and nothing in this paragraph shall be construed to the contrary.

20. Public Records.

- A. The Franchisee 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 Franchisee acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Franchise Agreement and that the Public Records Laws control over any contrary terms in the Franchise Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Franchisee covenants to comply with the Public Records Laws, and in particular to:
 - i. Keep and maintain public records required by the County to perform the services required under the Franchise Agreement;
 - ii. 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;
- iii. 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 Franchise Agreement term and following completion of the Franchise Agreement if the Franchisee does not transfer the records to the County; and,
 - iv. Upon completion of the Franchise Agreement, transfer, at no cost, to the County all public records in possession of the Franchisee or keep and maintain public records required by the County to perform the services. If the Franchisee transfers all public records to the County upon completion of the Franchise Agreement, the Franchisee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Franchisee keeps and maintains public records upon completion of the Franchise Agreement, the Franchisee 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 Franchisee's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Franchise Agreement, for which the County may terminate the Franchise Agreement immediately upon written notice to the Franchisee.
- C. The Franchisee acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Franchisee, require as follows:
- i. A request to inspect or copy public records relating to the Franchise Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Franchisee of the request, and the Franchisee must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
 - ii. If the Franchisee does not comply with the County's request for records, the County shall enforce the Franchise Agreement provisions in accordance with this Franchise Agreement.
 - iii. If the Franchisee fails to provide the public records to the County within a reasonable time, the Franchisee may be subject to penalties under Section 119.10, Florida Statutes.

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

21. Scrutinized Companies Certification. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Franchisee 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 Franchise Agreement if the Franchisee 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.
22. E-Verify Requirement. Pursuant to Section 448.095, Florida Statutes, the Franchisee 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 Franchisee during the term of the Franchise Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Franchise 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 Franchisee 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 Franchisee must provide evidence of compliance with this provision. Failure to comply with this Section is a material breach of the Agreement, and the County shall have the option of terminating this Franchise Agreement at its discretion.
23. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Franchisee, a nongovernmental entity, hereby attests under penalty of perjury as follows:
1. The Franchisee 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 Franchisee 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.
 3. By execution of this Franchise 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.
24. Public Entity Crimes Certification.
- 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 Franchise Agreement, the Franchisee represents that the execution of this Franchise Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Franchise 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 Franchisee 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 Franchisee has been placed on the convicted vendor list.
 - D. Franchisee will promptly notify the County if it or any subcontractor of the Franchisee is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.
25. Indemnification. The Franchisee shall promptly defend, indemnify, and hold harmless the County, and its directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including reasonable court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, arising out of, by reason of, or in any manner connected with or related to the performance of the Franchise under this Franchise Agreement. The County does not agree to and shall not indemnify Franchisee or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Franchise 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. This paragraph shall survive the expiration or termination of this Franchise Agreement.
26. Independent Contractor. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Franchisee is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.
27. Remedies. Each party shall have the right to seek the judicial enforcement and interpretation of this Franchise Agreement, and to avail itself of all remedies available to

it arising at law or in equity for the breach of this Franchise Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.

28. Governing Law and Venue. This Franchise 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 Franchise Agreement lies in Clay County, Florida.
29. Attorneys' Fees. 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 Franchise Agreement or regarding the rights, remedies, obligations or liabilities of the parties arising under this Franchise 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, costs, and expenses against the other party, including fees, costs, and expenses 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. 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.
30. Severability. If any provisions of this Franchise 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 Franchise Agreement, and this Franchise Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
31. No Assignment. The Franchisee shall not assign any of its rights or duties under this Franchise Agreement to any other party. Any such assignment attempted by the Franchisee shall be null and void. If the Franchisee attempts to assign any such rights or duties, the Franchise may be revoked and the Franchise Agreement may be declared terminated by the County.
32. No Third-Party Beneficiaries. Any other provisions of this Franchise Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Franchise Agreement, and no third-party shall be deemed to have rights or remedies arising under this Franchise Agreement or such documents against either party to this Franchise Agreement.
33. Further Assurances. 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 Franchise Agreement and the Ordinance.
34. Waiver. No waiver by either party of any term or condition of this Franchise 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.

35. Headings. The headings contained in this Franchise 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. Counterparts. The Franchise Agreement may be executed in one or more 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.
37. Entire Agreement. This Franchise Agreement represents the entire agreement between the parties for the provision of the Franchise. 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 Franchise Agreement, shall be valid.
38. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Franchise 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 Franchise Agreement on behalf of such party and that the Franchise Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

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

FRANCHISEE

By: _____

Print Name: _____

Title: _____

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

By: _____

Betsy Condon
Chairman

ATTEST:

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

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ATTACHMENT A APPLICATION

CLAY COUNTY, FLORIDA

Application for Solid Waste Collection, Transportation, and Disposal Franchise

Application Fee \$250.00 (Non-Refundable)

PLEASE TYPE OR PRINT

Each Item in this application must be answered completely. Attach additional sheets where necessary.

Type of Application

NEW ___ RENEWAL ___ TRANSFER X

If Transfer of existing franchise, name of current franchisee Griffin Waste Services of Jacksonville

Applicant Information

Business Name (Parent Company and DBA if applicable)

NE Florida Waste Management Company, DBA Griffin Waste Services of Jacksonville

Principal Business Address (provide both street and mailing addresses)

347 Quail Vista Drive, Ponte Vedra, FL 32081

Telephone Number and Email Address

904.327.7744 david.clifton@griffinwaste.com

Business Entity

Corporation X Sole Proprietor ___ General Partnership ___ Limited Partnership ___
LLC ___ Other --- (describe ownership) _____

Services offered (check all that apply)

Container Rental ___ Front-End Load ___ Roll-Off X

Other ___ (describe) _____

Contact Information to whom inquiries should be made

Name David Clifton Title CEO

Phone 904.327.7744 Email david.clifton@griffinwaste.com

EXPERIENCE

I. Does applicant currently hold a license or franchise to collect and transport solid waste within any municipality within, or any other political subdivision adjacent to Clay County?

Yes X No

II. Commercial Franchises Held by Applicant – List Florida franchise holdings in which applicant or any principal has twenty percent (20%) or more equity interest.

Business Name and Community	<u>St. Johns County</u>	<u>Deval County</u>
Date Franchise Granted	<u>January '25</u>	<u>January '25</u>
Date First Customers Served	<u>January '25</u>	<u>January '25</u>
Services Provided	<u>Roll-off Dumpster Rentals</u>	

Name, Address, Telephone and Email of Government Official Responsible for Franchise

III. Former Commercial Franchise Holdings – List Florida franchise holdings where applicant or any principal received, operated, and disposed of its interest in the franchise. Include franchises that expired or were not renewed.

Business Name and Community _____

Date Franchise Granted _____

Services Provided _____

Manner of Disposition _____

Reason for Disposition _____

IV. Does applicant or principals have any previous or existing enforcement action(s) by Clay County or any environmental regulatory agency for violation of any rule or regulation relating to solid waste handling, transporting, or disposal?

Yes No X

If yes, submit a detailed listing of such actions, including date, reason, final adjudication or disposition.

MANAGEMENT CAPABILITIES

I. Will the applicant's franchise system include

Local Manager Yes No If yes, location _____
 Regional Manager Yes No If yes, location Ponte Vedra, FL

II. List Name and Title of Management Team responsible for franchise

Name David Clifton Title Owner/Operator - CEO
 Name Danielle Whitlock Title Owner/Operator - COO
 Name _____ Title _____
 Name _____ Title _____

III. List the personnel position classifications to be utilized in providing services.

Total Number of Employees Full-Time 4 Part-Time _____

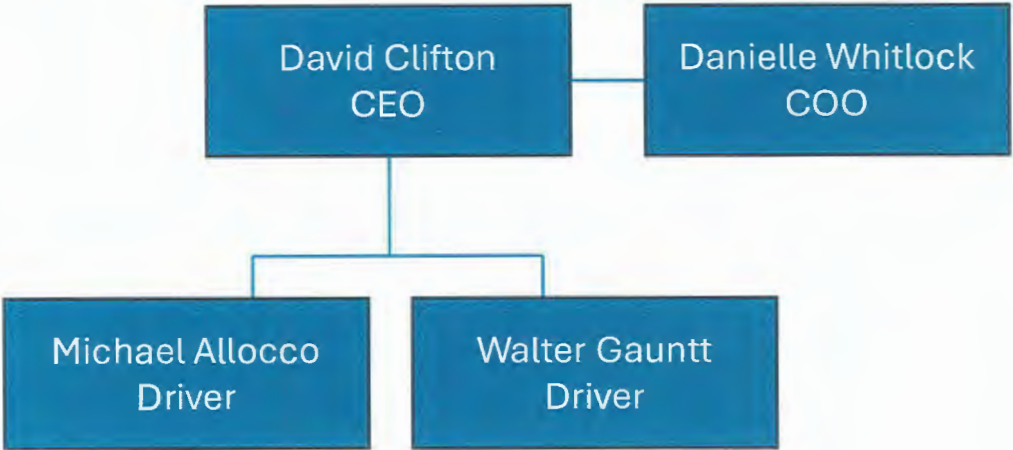
Position CEO No. of staff 1
 Position COO No. of staff 1
 Position Drivers No. of staff 2
 Position _____ No. of staff _____
 Position _____ No. of staff _____
 Position _____ No. of staff _____

IV. Attach Organizational Chart

V. List Name and Title of Parent Company Management Team (if applicable)

N/A

NE Florida Waste Management Company, DBA Griffin Waste Services of Jacksonville
Organizational Chart



EQUIPMENT

- I. Submit a full description of all collection and support vehicles and equipment owned or leased by the applicant which will be used in the collection, transportation or disposal of solid waste.

Type	Size	Make & Model	Year	Owned /Leased
Truck		Ford F450	2022	Owned
Truck		Ford F450	2021	Owned
Dumpster	10yd	45		owned

- II. Describe how applicant will secure additional or replacement equipment if necessary to provide the services under the franchise.

Griffin Waste Services of Jacksonville will secure additional trucks or dumpsters as needed to support the demand from customers

CUSTOMER SERVICE

Describe procedures for responding to and resolving customer complaints. Attach customer service policy if applicable.

Resolving customer complaints is a highly important factor in running a roll-off dumpster business. This will be handled by the owners/operators on an as-needed basis.

SPECIAL SERVICES

Recognizing that is it the County's desire to provide the highest level of service to its residents, describe any special services that the applicant would provide to the community at no additional cost. Also describe any proposed special services which would require additional charges.

We pride ourselves on providing the highest level of customer service for the roll-off dumpster services that we provide. There are no additional special services to disclose.

FINANCIAL RESOURCES

Applicant must provide evidence of applicant’s financial viability and the availability of sufficient funds to operate a franchise collection system in Clay County. This information may include audited financial statements and letters of commitment from financial institutions, lenders, or guarantors.

Financial information must include, but is not limited to:

- 1- Financials for the past three (3) years
- 2- Evidence of available funds sufficient to maintain franchise system
- 3- Financials of parent corporation for the last three (3) years (if different)

Note: Publicly traded corporations may provide links to published financials to meet the third requirement.

OWNERSHIP AND CONTROL

I. To be completed by all owners, principals, directors, corporate officers, and beneficial owners of twenty percent (20%) or more of stock or ownership interest in applicant (attach additional sheets if needed).

Name (individual) David Clifton

Name (organization) _____

Address/City/State/Zip 347 Quail Vista Drive, Ponte Vedra, FL 32081

Nature of Interest Partner _____ Owner/Stockholder X
 Officer _____ Corporate Director _____

Profession or Occupation _____

Name of Employer _____

Address of Employer _____

II. Is the Applicant a publicly held corporation?
 Yes _____ No X

III. Is the Applicant corporation directly or indirectly controlled by another corporation or legal entity?
 Yes _____ No X

If yes, explain. _____

FINANCIAL RESOURCES

Applicant must provide evidence of applicant’s financial viability and the availability of sufficient funds to operate a franchise collection system in Clay County. This information may include audited financial statements and letters of commitment from financial institutions, lenders, or guarantors.

Financial information must include, but is not limited to:

- 1- Financials for the past three (3) years
- 2- Evidence of available funds sufficient to maintain franchise system
- 3- Financials of parent corporation for the last three (3) years (if different)

Note: Publicly traded corporations may provide links to published financials to meet the third requirement.

OWNERSHIP AND CONTROL

I. To be completed by all owners, principals, directors, corporate officers, and beneficial owners of twenty percent (20%) or more of stock or ownership interest in applicant (attach additional sheets if needed).

Name (individual) Danielle Whitlock

Name (organization) _____

Address/City/State/Zip 347 Quail Vista, Dr. Ponte Vedra, FL 32081

Nature of Interest Partner _____ Owner/Stockholder X
 Officer _____ Corporate Director _____

Profession or Occupation _____

Name of Employer _____

Address of Employer _____

II. Is the Applicant a publicly held corporation?

Yes _____ No X

III. Is the Applicant corporation directly or indirectly controlled by another corporation or legal entity?

Yes _____ No X

If yes, explain. _____

LEGAL AND CHARACTER QUALIFICATION

I. Has the applicant (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding in which any of the following offences were charged?

	Yes	No		Yes	No
Fraud or Embezzlement	<u> </u>	<u> X </u>	False/misleading advertising	<u> </u>	<u> X </u>
Tax Evasion	<u> </u>	<u> X </u>	Perjury	<u> </u>	<u> X </u>
Bribery or Extortion	<u> </u>	<u> X </u>	Obstruction of justice	<u> </u>	<u> X </u>
Anti-trust violations	<u> </u>	<u> X </u>	Jury tampering	<u> </u>	<u> X </u>

II. Has the applicant or any principal ever been or is now a party to a civil proceeding in which it was held liable for any of the following proceedings?

	Yes	No		Yes	No
Unfair/anti-competitive business practices	<u> </u>	<u> X </u>	Violations of securities laws (state and federal)	<u> </u>	<u> X </u>
Consumer fraud/misrepresentation	<u> </u>	<u> X </u>	False/misleading advertising	<u> </u>	<u> X </u>
Tax Evasion	<u> </u>	<u> X </u>	Violation of local government ordinances	<u> </u>	<u> X </u>

III. Has applicant or any principal ever had a business license or franchise revoked, suspended, or the renewal thereof denied or is a party to such a proceeding that may result in same?

Yes No X

IV. Has applicant ever been warned by Clay County staff for violation(s) of solid waste ordinance?

Yes No X

V. Has applicant been issued a Notice of Violation pursuant to the solid waste ordinance?

Yes No X

VI. If "Yes" is the response to any of the questions above, provide a separate sheet with the following information for each "Yes" response: Date, Location, Court, Sentence, Fine, and other specifics.

VII. Provide five (5) references regarding your business, character, and financial qualifications. For each reference list name, title, telephone number, email, relationship, and years known.

NE Florida Waste Management Company – DBA Griffin Waste Services of Jacksonville

January 30, 2025

Personal/Business References

Name	Profession	Email	Phone Number
Tom Troup	St. John's Asset Management, Financial Advisor	T2troup@yahoo.com	901.283.0481
Christie Blakely	Head of Sales and Marketing, North America, Geistlich	Christie.blakely@outlook.com	352.262.6102
Todd	VP Business Development	toddvencil@gmail.com	804.516.1385
Brian Jonczy	Realtor, Engel and Volkers	Brian.jonczy@gmail.com	813.451.7877
Rob Futrell	Owner/CEO Photos by Rob	Rob@robfutrell.com	904.294.6604

INSURANCE AND BOND REQUIREMENTS

The Franchise holder shall maintain during the term of the Franchise all auto, liability, and worker compensation insurance as required by the State of Florida, and shall further maintain comprehensive liability insurance in such amounts as required by the State of Florida or by Clay County.

Evidence of such required insurance coverage must be submitted with this application.

Note: A performance and payment bond not to exceed \$25,000 shall be maintained during the term of the Franchise. **Do not include a bond with this application.** It will be due at a later date.

ORDINANCE

The applicant shall comply with all provisions of the Clay County Solid Waste Franchising and Collection Ordinance, Ordinance number 90-24, Article III. A copy of the ordinance may be obtained at the Clay County Environmental Services Department or on-line at municode.com,

https://library.municode.com/fl/clay_county/codes/code_of_ordinances?nodeId=CO_APXDFR_ARTIIIISO_WAFRCO.

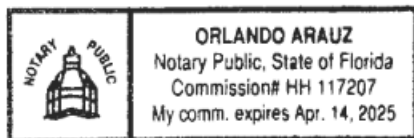
APPLICANT'S AFFIDAVIT: I, David Clifton, hereby certify that I am an authorized representative of the Applicant, Griffan Waste Services, that all of the information provided in this Application is true and correct, that I have read and am familiar with the Clay County Solid Waste Franchising and Collection Ordinance, Ordinance No. 90-24, Article III, and that the Applicant shall comply with the provisions of the Clay County Solid Waste Franchising and Collection Ordinance.

Signed: [Signature] Date: 1/20/2025
Print: David Clifton
Title: CEO

STATE OF Florida
COUNTY OF Saint Johns

Sworn to and subscribed before met this 20th day of January, 2025 by David G Clifton

[Signature]
Notary Public
My Commission Expires: 4/14/2025



Griffin Waste Services of Jacksonville

347 Quail Vista Drive

Ponte Vedra, Florida 32081

Danielle.whitlock@griffinwaste.com

(904) 327-7744

February 3, 2025

Rosemary Landfill Administration

3545 Rosemary Hill Road

Green Cove Springs, Florida 32043

Subject: Business Account & Future Partnership with Rosemary Landfill

Dear Rosemary Landfill Administration,

I hope this letter finds you well. We are writing to formally introduce ourselves as the new owners of Griffin Waste Services of Jacksonville. As we transition into ownership, we want to ensure a seamless continuation of business with Rosemary Landfill and maintain the strong working relationship that has been established.

We were informed that Griffin Waste Services was in good standing with your facility, and we fully intend to uphold the regulations and guidelines necessary to sustain that status. Our team is committed to compliance, efficiency, and environmental responsibility as we continue serving the residents and businesses of Clay County.

As part of our strategic growth, we are actively expanding our customer base and increasing our capacity to meet the rising demand for waste management services. In the near future, we plan to invest in an additional truck and more dumpsters to enhance our ability to serve the

community effectively. We are excited about this opportunity and look forward to playing a role in building a cleaner and more sustainable future for Clay County.

Please find our business account information attached for your reference. If any further steps or documentation are required to ensure a smooth transition, please let us know. We appreciate your support and look forward to working with you.

Thank you for your time and consideration. Please feel free to reach out if you have any questions or require additional information.

Best regards,

David Clifton and Danielle Whitlock

Owners/Operators

Griffin Waste Services of Jacksonville

BUSINESS PURCHASE AGREEMENT

This Business Purchase Agreement (this "Agreement") is made and entered into on January 1, 2025, by and between David Matheson of Griffin Waste Services of Jacksonville, having its principal office of business at 108 Carousel Dr, Ponte Vedra, Florida 32081 ("Seller") and David Clifton & Dani Whitlock, having its principal office of business at 347 Quail Vista Dr, Ponte Vedra, Florida 32081 ("Buyer"). Seller and Buyer are collectively referred to herein as the "Parties", and are sometimes referred to individually as a "Party".

RECITALS:

WHEREAS, Seller is the owner of Griffin Waste Services of Jacksonville, with address of PO Box 416, Ponte Vedra Beach, Florida 32004 (collectively, the "Business");

WHEREAS, Seller desires to sell the Business to Buyer, and Buyer desires to purchase the Business from Seller;

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits derived and to be derived from this Agreement by each Party, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

A. Subject Matter

1. Description of Business

The Business includes the following properties:

All the equipment, and other tangible assets including trucks, dumpsters, franchise rights, transferable agreements and customer list.

All the trade, goodwill, and other intangible assets.

The leasehold interest owned by Seller for premises on which the assets of the business are located, pursuant to a valid assignment of lease.

The transferable agreements currently in place with County officials.

The transferable Franchise agreement.

Agreement to Sell

Subject to and in accordance with the terms and conditions of this Agreement, Buyer agrees to purchase the Business from Seller, and Seller agrees to sell the Business to Buyer. Seller represents and warrants to Buyer that it has (and Buyer will have) good and marketable title to the Business, free and clear of liens and encumbrances.

2. Purchase Price and Method of Payment

Buyer shall pay and Seller shall accept the purchase price for the Business as follows:

Consideration

As total consideration for the purchase and sale of the Business (including its tangible and intangible assets as described above), and Buyer's assumption of the assumed obligations and all other liabilities provided for in this Agreement, the Buyer shall pay to the Seller the sum of [REDACTED] and such total consideration to be referred to in this Agreement as the "Purchase Price."

Payment

Subject to the following conditions, the Buyer shall make final payment of the amount of the Purchase Price at closing.

Allocation

The Purchase Price shall be allocated as follows:

Assets Purchased	Fair Market Value
2022 Ford 450 truck with Griffin Hoist Body Lift Assembly	[REDACTED]
2021 Ford 450 truck with Griffin Hoist Body Lift Assembly	[REDACTED]
45 Qty Baker Fleet Genius 10yd Dumpsters	[REDACTED]
Griffin Waste Services Franchise	[REDACTED]
Customer List	[REDACTED]

3. Closing

Time and Place of Closing

Closing is the date and time at which parties agree to finalize this transaction. The closing date is designated as **January 15, 2025** in Nocatee, Florida, provided there are no unforeseen delays. Time is of the essence and in no event shall closing be later than 5 calendar days after designated closing date, unless an extension is agreed upon in writing between the Buyer and the Seller.

At Closing, Seller shall deliver to the Buyer a final, executed Bill of Sale transferring to Buyer all of the assets of the Business sold hereunder, free and clear of any and all liens, encumbrances, security interests, debts or taxes of any nature whatsoever. Finally, the Seller shall execute and deliver an assignment of the assumed name of the Business to the Buyer and any other documents necessary to finalize this Agreement.

B. Representations and Warranties of Seller

Seller makes the following representation and warranties as of the date hereof and as of the date of Closing:

Organization and Standing

The Business is duly organized, validly existing, in good standing under the laws of the State of Florida and is qualified to carry on its business in the State of Florida, and has the corporate power and authority to carry on its business as it is now being conducted.

Authority Relative to this Agreement

Except as otherwise stated herein, the Seller has full power and authority to execute this Agreement and carry out the transactions contemplated by it. No further action is necessary by the Seller to make this Agreement valid and binding upon Seller and enforceable against it in accordance with the terms hereof, or to carry out the actions contemplated hereby.

Tax Matters

The Seller has timely prepared and filed all federal, state, and local tax returns and reports as are and have been required to be filed, and all taxes shown thereon to be due have been paid in full, including but not limited to sales tax, withholding tax, and all other taxes of every nature.

Properties

The Seller has good and merchantable title to all of its properties and assets that constitute "Business" as defined herein. At Closing, such properties and assets will be subject to no mortgage, pledge, lien, or other sales agreement, security agreement, encumbrance or charge, secured or unsecured, and any transfer fee charged by the Franchisor for processing

Amendments

This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Signatories

This Agreement shall be executed on behalf of David Matheson by David Matheson, its Owner, and on behalf of David Clifton & Dani Whitlock by David Clifton & Dani Whitlock.

BUSINESS: Griffin Waste Services of Jacksonville

By: *David Matheson*

David Matheson, its Owner

Date: 1/14/25

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Sworn to and subscribed before me this 14
day of JANUARY 2025 by David Matheson
who produced FLDL as identification.

Notary Signature
Notary Public, State of Florida

BUYER: David Clifton & Dani Whitlock

By: *David Clifton & Dani Whitlock*

David Clifton & Dani Whitlock

Date: 1/14/25



Insured's Name: NE Florida Waste Management Company Policy #: VBB148217

Policy Dates: From: 1/23/2025 To: 1/23/2026

Surplus Lines Agent's Name: Troy Santora

Surplus Lines Agent's Physical Address: 18700 N. Hayden Road, Suite 405, Scottsdale, AZ 85255

Surplus Lines Agent's License #: G111278

Producing Agent's Name: Chris Harvey

Producing Agent's Physical Address: 153 Ft Wade Rd Ste 220 Ponte Vedra FL, 32081

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Premium: \$7,192.00

SL Agent Policy Fee: \$325.00

Inspection Fee: \$100.00

Other Policy Fees: _____

Tax: \$376.28

FLSO Service Fee: \$4.58

EMPA Surcharge: _____

Surplus Lines Agent's Countersignature: *Troy Santora*

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.



Amwins - Jacksonville, FL
 (904) 224-6289
COMMERCIAL BINDER

ACCESS

Policy Number: **VBB148217** From: **John Peloso**
 Date of Binder: **1/23/2025** Underwriter Email: **john.peloso@amwins.com**
 Insured Name: **NE Florida Waste Management Company**
 Policy Term: **1/23/2025 to 1/23/2026**
 ❖ Home State: **FL**

Binder is valid through 1/23/2026.

Carrier: Covington Specialty Insurance Company A.M. Best Rated: A++ XIV and S&P Rated: AA+

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission. Coverage bound herewith shall be subject to all terms and conditions of the policy to be issued which, when delivered, replaces this binder.

Commercial Binder	
<u>Coverage</u>	<u>Premium</u>
Commercial General Liability	\$7,192.00
Terrorism Premium	Excluded
Annual Minimum and Deposit	\$7,192.00
Other Charges (SL Taxes and Fees)	\$805.86
Total Estimated Policy Premium	\$7,997.86

SL Taxes and Fees Description

Service Fee \$325.00
 Inspection Fee \$100.00
 tax-\$376.28

Other Charges

stamping fee-\$4.58

Minimum Earned Premium

A minimum earned premium of 25% of the premium, will be retained if the policy is canceled at the insured's request. All fees are fully earned and non-refundable. Flat cancellations will not be honored.

Commercial General Liability	
<u>Limits of Insurance</u>	
General Aggregate Limit (other than Products Comp/Ops)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit	\$5,000
Deductible	\$1,000
Deductible Type	Combined per Claim

Location Schedule

Premises No.	Address
#1	347 Quail Vista Drive, Ponte Vedra Beach, FL, 32081
#2	11231 Philips Industrial Boulevard, Jacksonville, FL, 32256

Prm.	Class Code	Description	Basis	Amount	Rate Products	Rate All Other	Premium Products	Premium All Other
#1	93706	Roll-Off Container Rental including Haul-Off Operations	Sales	\$550,000	Included	\$13.076	Included	\$7,192
#2	93706	Roll-Off Container Rental including Haul-Off Operations	Sales	Included	Included	\$12.787	Included	Included

Applicable Policy Forms Schedule

<u>Form Number</u>	<u>Title</u>
Interline	
• GBA 901001	Insurance Policy Jacket
• GBA 900016	Florida Common Policy Declarations
• GBA 900002	Schedule of Endorsements
• GBA 909008	Florida Important Notice to Policyholders
• GBA 909022	State Fraud Statement
• RSG 99018	Notice - Rejection of Terrorism Coverage
• GBA 904010	Minimum Earned Premium Retained
• GBA 904023	Amendment - Common Policy Conditions (Return Premium)
• GBA 904025	Amendment - Nonpayment Cancellation Condition
• GBA 906005	Exclusion Of Terrorism
• GBA 906011	Exclusion of Other Nuclear, Biological, Chemical or Radiological Acts of Terrorism
• GBA 909001	Service of Suit
• IL 0017	Common Policy Conditions
• IL 0021	Nuclear Exclusion

Applicable Policy Forms Schedule

Form Number

Title

- **GBA 903001** **Florida Changes - Cancellation and Nonrenewal**

General Liability

- **GBA 100001** **Commercial General Liability Coverage Part Declarations**
- **CG 0001** **Commercial General Liability Coverage Form**
- **CG 0300** **Deductible Liability Insurance**
- **CG 2234** **Exclusion - Construction Management Errors and Omissions**
- **CG 2426** **Amendment of Insured Contract Definition**
- **GBA 104003** **Contractors Special Conditions - Independent Contractors Variable Limits**
- **GBA 104014** **Basis of Premium**
- **GBA 104044** **Who Is An Insured**
- **GBA 106015** **Classification Limitation**
- **GBA 106035** **Exclusion - Demolition and Building Wrecking**
- **GBA 106060** **Contracting - Exclusions and Limitations Amendatory**
- **GBA 106066** **Amendment - Pre - Existing Damage or Injury**
- **GBA 106068** **Absolute Aircraft Auto and Watercraft Exclusion**
- **GBA 106089** **Exclusion - Property Entrusted**
- **GBA 106092** **Products - Completed Operations Included in General Aggregate**
- **GBA 106093** **Exclusion - New York**
- **GBA 106136** **Exclusion - Marijuana and Cannabis**
- **GBA 106137** **Burn Exclusion**
- **GBA 106149** **Failure to Maintain Commercial Auto Liability Insurance Endorsement**
- **GBA 106151** **Absolute Opioid and Controlled Substance Exclusion**
- **GBA 106162** **Exclusion - Unmanned Aircraft**
- **GBA 106167** **Exclusion - Cyber Liability, Data Compromise or Breach, and Statutes Related to Data Security**
- **GBA 106178** **Absolute Exclusion - Fluorinated Compounds**

Supplemental Applications

- **Rental of Dumpster Containers, Roll Off Containers, and Portable Toilets Supplemental Application**

Named insured

NE Florida Waste Management Company
 Griffin Waste Management
 347 QUAIL VISTA DR
 PONTE VEDRA BEACH, FL 32081

Policy number: 991850932

Underwritten by:
 Progressive Express Ins Company
 January 17, 2025
 Policy Period: Jan 17, 2025 - Jan 17, 2026
 Page 1 of 3

agent.progressive.com

Online Service
 Make payments, check billing activity, print policy documents, update your policy or check the status of a claim.

1-904-203-4775

SONIC INSURANCE INC
 Contact your agent for personalized service.

1-800-444-4487

For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your Declarations Page

Your coverage began the later of January 17, 2025 at 12:01 a.m. or the effective time shown on your application. This policy period ends on January 17, 2026 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852FL (02/19), 1652FL (02/23), 4757FL (02/19), 2366 (02/11), 2367 (06/10), 4852FL (02/19), 4881FL (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$39,816
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured Motorist - Nonstacked	\$1,000,000 combined single limit		1,910
Basic Personal Injury Protection			542
Without Work Comp-Named Insured Only	\$10,000 each person	\$0	
Medical Payments	\$5,000 each person		93
Comprehensive			1,364
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			4,051
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			\$47,776
Blanket Waiver of Subrogation Fee			75
Blanket Additional Insured Fee			75
Total 12 month policy premium and fees			\$47,926

Rated drivers

- David Clifton
- Walter L Gauntt
- Michael B Allocco

Auto coverage schedule

1. **2021 FORD F450** Stated Amount: * \$71,000 (including Permanently Attached Equip)
 VIN: **1FDUF4HT6MDA04974** Garaging Zip Code: 32256 Radius: 100 miles
 Personal use: N Body type: Garbage Truck (Roll-On)

Liability Premium	Liability Premium	UM Premium	PIP Premium	Med Pay Premium	
	\$19741	\$955	\$271	\$46	
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
	\$1,000	\$675	\$1,000	\$1944	\$23,632

2. **2022 FORD F450** Stated Amount: * \$84,000 (including Permanently Attached Equip)
 VIN: **1FDUF4HT4NEE32053** Garaging Zip Code: 32256 Radius: 100 miles
 Personal use: N Body type: Garbage Truck (Roll-On)

Liability Premium	Liability Premium	UM Premium	PIP Premium	Med Pay Premium	
	\$20075	\$955	\$271	\$47	
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
	\$1,000	\$689	\$1,000	\$2107	\$24,144

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discounts

Policy	
991850932	Multi-Product
Vehicle	
2021 FORD F450	Anti-Lock Brakes, Airbag and Anti-Theft Device Standard
2022 FORD F450	Anti-Lock Brakes, Airbag and Anti-Theft Device Standard

Additional Insured information

Blanket Additional Insured applies.

Waiver of Subrogation information

Blanket Waiver of Subrogation applies.

Policyholder inquiries

You may call your agent at 1-904-203-4775 to present inquiries or obtain information about coverage, and to obtain assistance with any complaints.

Agent signature

Mark P... [Signature]



PGULA08Z 000321 011 C 010 002 >



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
NE FLORIDA WASTE MANAGEMENT COMPANY

Filing Information

Document Number	P24000076287
FEI/EIN Number	NONE
Date Filed	12/19/2024
State	FL
Status	ACTIVE

Principal Address

347 QUAIL VISTA DRIVE
PONTE VEDRA, FL 32081

Mailing Address

347 QUAIL VISTA DRIVE
PONTE VEDRA, FL 32081

Registered Agent Name & Address

WHITLOCK, DANIELLE
347 QUAIL VISTA DRIVE
PONTE VEDRA, FL 32081

Officer/Director Detail

Name & Address

Title PD

CLIFTON, DAVID
347 QUAIL VISTA DRIVE
PONTE VEDRA, FL 32081

Title STD

WHITLOCK, DANIELLE
347 QUAIL VISTA DRIVE
PONTE VEDRA, FL 32081

Annual Reports

No Annual Reports Filed

Document Images



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Project Update Highlights	Cover Memo	2/7/2025	Project_Updates_Highlights-_BCC_Meeting_2.11.25.ADA.pdf
▢ Project list	Backup Material	2/7/2025	Projects_List_for_2.11.25_BCC_Meeting.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	2/4/2025 - 11:55 AM	Item Pushed to Agenda



Personnel and Benefits
Division

Physical Address:
477 Houston Street,
Green Cove Springs,
Florida 32043

Mailing Address:
P. O. Box 1366,
Green Cove Springs,
Florida 32043

Phone: 904-278-4719
904-529-4719

County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



February 6, 2025

To: Clay County Board of County Commissioners

From: Ed Dendor, Director of Capital Projects
Richard Smith, Engineering Director
Eric Pope, Public Works Director
Justin Pierce, Parks and Recreation Division Director
Gene Price, Facilities Operations and Maintenance Division Director

Project Updates- Highlights

Capital Projects

- PRJ100210 Animal Services Building
 - Project Brief: The Project consists of constructing a +/-32,000 sq. ft. 1-story Animal Services Shelter and Care Facility. The complex will be placed on property owned by the County located at 2511 County Road 220, Middleburg.
 - Current Status:
 - Pre-construction
 - Resubmitted BLDG permit on 1/29
 - Civil Engineer is answering questions on the RAI from SJRWMD and will resubmit the permit.
 - The SJRWMD permit is delaying the construction start.
- PRJ100564 Substance Use Disorder Recovery Center
 - Project Brief: The Project consists of constructing a Substance Use Disorder Facility and a Paramedicine Facility by renovating and repurposing the County's existing Tax Collector and Medical Services buildings located at 3229 Bear Run Blvd., Orange Park.
 - Current Status:
 - Project is in the initial design phase, next milestone is the 30% design submittal, forecast delivery Feb. 13th 2025.
 - Current Bear Run project location is problematic and is under review, potentially pivoting to an alternative strategy.
 - Challenges:
 - Current buildings are located in a flood zone, this limits the project value to 50% of the appraised value.
 - Project must bring the Finished Floor Elevation current with today's standards.
 - Team will request extension to existing grant.

- PRJ100387 Building Department Building
 - Project Brief: The Project consists of constructing a 30,000 +/- sq. ft. - 2-story Economic Development Services Facility at 633 N. Orange Ave., Green Cove Springs.
 - Current Status:
 - FDOT ROW work was completed.
 - Week of 2/3/25:
 - 1) The contractor received delivery of the stormwater system;
 - 2) Began earthwork on the building foundation.
 - Challenges:
 - Contractor is:
 - 1) roughly 2 weeks behind schedule due to FDOT's permit & material delays;
 - 2) expected to request a 10-day no cost PCO.

Public Works

- PRJ100811 Drainage - Halperns Way
 - Work is underway to replace the failing cross drain near 2411 Halperns Way in the Black Creek Park Unit 2 Subdivision, Middleburg. The existing corrugated metal pipe, now operating at only 50% capacity, poses a risk to road integrity and could lead to surface collapse and property damage. To mitigate these concerns, the deteriorated pipe is being replaced with a reinforced concrete pipe for improved durability and reliability. The project began on February 4, 2025, and is on track for completion by the end of the month.

Parks & Recreation

- PRJ100511 Fox Meadow Playground
 - Demolition for Foxmeadow Playground is currently underway. The demolition and rebuilding of the new playground structure will take 4 weeks.
- PRJ100714 Twin Lakes Lighting and Parking Improvements
 - Purchase order for the pickleball lights has been provided to the vendor. Materials have been ordered and Musco is working with the subcontractor and awaiting timeline for install. The lights will feature control link software that allows for staff to control the lights remotely and set timers for when the public can turn on the lights via button in one-hour increments.

Facilities

- PRJ100803 Judicial Facility Master Plan
 - We have held initial meetings and stakeholders have been providing required information to the vendor in order to begin identifying required space for the next 25-50 year growth.
- PRJ100474 Tax Collector Office Orange Park
 - Met with contractor and stakeholders last week. Project is beginning and under way to be completed in December. This will allow the Tax Collector to move from their current location on Park Ave to Kingsley in the future.

Engineering

- PRJ100212 CR 220 Phase 1 (Henley Road intersection improvements)
 - Off-site drainage works underway
 - Roadway work on CR 220 to begin in next two weeks.
- PRJ100171 CR 220 Phase 2 (Henley Road to Knight Boxx Road, includes bridge replacement)
 - Clearing and grubbing, and pond excavation underway.
- PRJ100407 Live Oak Lane/Greenway Trail Construction Grant
 - Utility relocation to begin April, 2025.

Project Updates

Project	Project Description	Project Current Phase
PRJ100677 2nd Floor Office Remodel	To have space remodeled to accommodate current and future growth.	Design > Design
PRJ100684 2nd Set of Bunker Gear	To provide second set of bunker gear.	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100558 4th Floor and Entry Design and Renovation	This project covers costs associated with design and reno of the 4th floor entrance	Design > Design (10/24/2023 - 04/04/2025)
PRJ100611 Administration Building - 3rd and 4th Floor Renovation		Scope > Scope
PRJ100689 Aging True - Green Cove Springs HVAC		Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100753 Aging True - Green Cove Springs Office Renovations	Project to renovate office space within the Green Cove Springs Aging True building to accommodate space for Community Services and Veteran Services	Construction/Delivery > Construction/Delivery
PRJ100690 Aging True - Green Cove Springs Pressure Cleaning	Pressure clean building	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100707 Aging True - Keystone Heights Bathroom Renovation	Renovate bathrooms	Scope > Scope
PRJ100709 Aging True - Keystone Heights Gutter Replacement	Replace gutters	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100775 Aging True - Keystone Heights Parking Lot	To repave parking lot at the Keystone Heights branch for Aging True. Getting reduced costs to pave at the same time as the Tax Collector Building renovations/parking lot project.	Scope > Scope
PRJ100776 Aging True - Middleburg Building Siding	This project covers the siding replacement at the Middleburg Senior Center Building	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100706 Aging True - Orange Park Flooring	Replace vinyl flooring	Scope > Scope
PRJ100708 Aging True - Orange Park Fountain Upgrade	Upgrade water fountain	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100705 Aging True - Orange Park Parking Lot Lights	Replace exterior lights in parking lot	Scope > Scope
PRJ100554 Air Conditioning - Ducts - Controls - Old Side	This project covers costs associated with the air conditioning and ducts at the court house	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100781 Ambulance Billing Office Renovations	Renovation of the the old dental building to house the Ambulance Billing staff	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100693 Amenity Sunshades	Installation of shade structures over various playground equipment, bleachers, and park amenities.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100477 Americans with Disabilities (ADA) Plan	This project covers the ADA Plan	Construction/Delivery > Construction/Delivery
PRJ100210 Animal Services Building	The Project shall consist of the construction of Clay County Animal Services Shelter and Care Facility ("Shelter"), which shall include, but not be limited to, kennels, offices, and medical space for veterinarian services. The Shelter will be placed on property owned by the County located at 2511 County Road 220, Middleburg, Florida 32068. The size of the Shelter is estimated to be between 28,000 and 32,000 square feet.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100540 Athletic Fields Safety Netting	This project covers Athletic Fields Safety Netting	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100478 Black Creek Bike Trail	This project covers Black Creek Bike Trail	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100696 Bleacher and Bench Replacement	Replacement and standardization of bleachers and benches at various diamond fields	Scope > Scope
PRJ100625 Boat Ramp Storm Damage Repairs	This project is associated with boat ramp storm damage repair tasks.	Design > Design
PRJ100479 Bridge 710027 CR 220\Knight Boxx	This project is related to bridge maintenance and repairs.	Scope > Scope
PRJ100480 Bridge 710048 Old Carter Road	This project is related to bridge maintenance and repairs.	Scope > Scope
PRJ100481 Bridge 710053 North Chickory Ave	This project covers repairs and maintenance to the bridge located on N Chickory Ave	Scope > Scope
PRJ100482 Bridge 714056 CR209 North Haven Rd	This project is related to bridge maintenance and repairs.	Scope > Scope
PRJ100685 Brush Truck Conversions	To purchase skid packs and specialized equipment to convert old rescue units or one ton or larger pickup trucks into wild land response vehicles.	Scope > Scope (10/01/2024 - 09/30/2025)

Project Updates

Project	Project Description	Project Current Phase
PRJ100387 Building Department Building	items related to the new building department building	Construction/Delivery > Construction/Delivery (11/15/2024 - 11/07/2025)
PRJ100675 Building Maintenance Equipment Storage	Storage facility to house equipment to increase longevity of the equipment	Pre-Design > Pre-Design
PRJ100366 Burn Building	This project will cover the cost of securing/building a burn building. These buildings are used in training Clay County Fire Rescue members.	Design > Design
PRJ100483 CAD Implementation	This covers the CAD Implementation project.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100485 Camera System Upgrades - Environmental Services	This project covers camera systems upgrades at the environmental services areas.	Scope > Scope
PRJ100721 Camp Chowenwaw Amphitheater	Demolition and installation of new amphitheater for events and programs	Scope > Scope (10/01/2025 - 09/30/2026)
PRJ100486 Camp Chow Board Walk Repairs	This project covers the Camp Chow Board Walk Repairs	Scope > Scope
PRJ100487 Camp Chow Building Repairs	This project covers building improvements at Camp Chow	Scope > Scope
PRJ100488 Camp Chow Roadway Improvements	This project covers roadway improvements at Camp Chow	Construction/Delivery > Construction/Delivery
PRJ100489 Camp Chow Septic Tank Stabilization	This project covers the Camp Chow Septic Tank Stabilization	Scope > Scope
PRJ100491 Carl Pugh Drainage	This covers projects related to the Carl Pugh Drainage project	Pre-Design > Pre-Design
PRJ100609 CCSO Building 500 Build Out	This project covers the CCSO Build Out of Building 500 on Town Center Blvd in Fleming Island.	Design > Design (05/15/2024 - 08/11/2025)
PRJ100187 Cheswick Oaks Avenue Extension		Scope > Scope (10/01/2025 - 09/30/2026)
PRJ100670 Chiller Coil Replacement at EOC	This project covers costs associated with replacing the chiller coil at the EOC	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100674 Clay County Archives Renovation	Design services to be used by Grants to request funding of renovations	Scope > Scope
PRJ100399 Clay County Flooding Vulnerability Assessment	This project includes flooding vulnerability assessment tied to the ARPA Storm water Study	Construction/Delivery > Construction/Delivery
PRJ100560 Clay County Greenways Expansion	This project code covers the Clay County Greenways expansion project.	Pre-Construction/Procurement > Pre-Construction/Procurement (12/26/2024 - 02/11/2025)
PRJ100492 College Drive Initiative (CDI) Charrette	This is related to the College Drive Initiative projects.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100194 College Resurfacing Restoration And Rehabilitation CR220 To SR21	This project covers the RRR on College Drive from SR 21 to CR 220	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100676 County Building Analysis	To have subject matter experts evaluate current conditions of County buildings to determine future planned projects.	Scope > Scope
PRJ100199 CR209 - CR315 B - Sandridge	Upgrades to CR 209 from Peters Creek to Sandridge	Construction/Delivery > Construction/Delivery
PRJ100196 CR209 - US17 To CR315 B	This project covers the conversion to 4 lanes of CR 209 from Peters Creek S to US 17	Construction/Delivery > Construction/Delivery
PRJ100186 CR218 Extension	This project involves the extension of CR218 in Clay County.	Scope > Scope (03/01/2025 - 09/30/2025)
PRJ100147 CR218 Wide Pinetree Cosmo	This projects provides roadway, utility relocation, and drainage design and construction (and other miscellaneous work) on CR 218 from Cosmos Avenue to Pine Tree Lane in Middleburg, Florida	Construction/Delivery > Construction/Delivery
PRJ100201 CR220 Baxley To Henley	Upgrades to CR220 - Baxley Rd. to west of Henley Rd.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100171 CR220 - Henley Road To Knight Boxx	This projects included improvements on CR220 - Henley Road To Knight Boxx	Construction/Delivery > Construction/Delivery (01/20/2025 - 08/13/2026)
PRJ100221 CR220 - Quadrant Intersection	This project covers the CR220 - Quadrant Intersection	Construction/Delivery > Construction/Delivery (12/18/2024 - 03/08/2026)
PRJ100197 CR220 Resurfacing Restoration And Rehabilitation Swim Pen Creek	This projects cover the RRR of CR 220 from Swimming Pen Creek to US 17	Pre-Construction/Procurement > Pre-Construction/Procurement (01/02/2025 - 03/11/2025)
PRJ100212 CR220 - SR21 To Henley	This project covers the upgrades to CR 220 from SR 21 to Henley Rd	Construction/Delivery > Construction/Delivery (12/18/2024 - 03/08/2026)
PRJ100493 Doctors Lake Site Improvements	This project covers the site improvements for Doctors Lake.	Design > Design

Project Updates

Project	Project Description	Project Current Phase
PRJ100802 Drain Field - Fire Station 23		Pre-Design > Pre-Design
PRJ100799 Drainage - Breckenridge Drive	ARPA drainage project for Breckenridge Drive	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100812 Drainage - Capella Road	Underdrain improvement in ARPA for Capella Road	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100811 Drainage - Halperns Way	Drainage repair project in ARPA for Halperns Way	Construction/Delivery > Construction/Delivery
PRJ100773 Drainage - Laurel Drive	ARPA drainage project for Laurel Dr	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100801 Drainage - Loch Rane Boulevard	Loch Rane Blvd drainage CIPP project	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100798 Drainage - Marquois Drive	ARPA drainage project for Marquois Drive	Construction/Delivery > Construction/Delivery
PRJ100494 Drainage Oakleaf Sports Complex	This project covers Drainage Oakleaf Sports Complex	Design > Design
PRJ100771 Drainage - Richard Lee Street	ARPA drainage project for Richard Lee St	Construction/Delivery > Construction/Delivery (01/06/2025 - 04/06/2025)
PRJ100772 Drainage - Robin Road	ARPA drainage project for Robin Road	Construction/Delivery > Construction/Delivery (01/02/2025 - 03/03/2025)
PRJ100576 Drainage - Storm Water	This project is a placeholder for various storm water drainage improvements and maintenance projects throughout the county.	Scope > Scope (10/01/2025 - 09/30/2026)
PRJ100774 Drainage - Timberline Drive	ARPA drainage project for Timberline Dr	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100498 Emergency Management Overhang	This project covers tasks related to the emergency management overhang located at the EOC	Design > Design
PRJ100733 Emergency Management Plans - Rewrite Develop and Update	For expenses/purchases needed to meet the appropriate qualifications in acquiring the Emergency Management Accreditation Program status to increase FEMA reimbursement percentages.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100500 Environmental Center Compactors		Scope > Scope
PRJ100519 Exterior Building Sealant	This project covers costs associated with the exterior building sealant	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100692 Exterior Painting of Emergency Operations Center (EOC)	Cleaning and painting of the exterior of the EOC including concrete fence in and out.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100501 Extrication Equipment	This project covers the purchasing of extraction equipment related to public safety.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100284 Fairgrounds Events Center	This projects covers infrastructure improvements for the Clay County Fairgrounds	Design > Design
PRJ100302 Fairgrounds - FDACS Livestock Pavilion Infrastructure	This project covers the infrastructure for the livestock pavilion.	Pre-Construction/Procurement > Pre-Construction/Procurement (11/14/2024 - 01/14/2025)
PRJ100173 Fairgrounds Sewer Improvements	This project covers the improvements at the Clay County Fairgrounds, including but not limited to, sewer and water improvements.	Scope > Scope
PRJ100203 First Coast Connector CR315 To First Coast Expressway	Construction of the First Coast Connector CR315 To First Coast Expressway	Construction/Delivery > Construction/Delivery
PRJ100202 First Coast Connector From US17 To CR315	Construction of the FCC from Maryland Ave. to US17	Pre-Construction/Procurement > Pre-Construction/Procurement (09/30/2024 - 09/30/2024)
PRJ100450 FEMA Hazard Mitigation - Indigo Branch Drainage - Design	This project covers FEMA Hazard Mitigation - Indigo Branch Drainage - Design	Design > Design
PRJ100604 Fence Removal and Replacement - Fire Station 23	This project covers costs associated with the removal and replacement of the fence at Fire Station 23	Construction/Delivery > Construction/Delivery
PRJ100503 Fire Master Plan	This project covers the cost associated with a master fire plan	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100507 Fire Rescue Storage Sheds	This project covers costs associated with the purchasing of storage sheds for Fire Rescue	Scope > Scope
PRJ100563 Fire Station 1 - Branan Field	This project covers the tasks associated with Fire Station 1	Pre-Design > Pre-Design
PRJ100687 Fire Station 13 Front Room Renovation	To renovate large front room to create new bunk room and storage.	Scope > Scope

Project Updates

Project	Project Description	Project Current Phase
PRJ100615 Fire Station 14 - Kitchen Renovation	This covers tasks associated with the fire state 14 kitchen renovation project.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100651 Fire Station 14 - Parking Lot Paving	This project covers the parking lot paving of FS 14	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100285 Fire Station 15 - Lake Asbury	This project is to cover the design and construction of fire station 15 in the Lake Asbury area of Clay County.	Pre-Design > Pre-Design
PRJ100686 Fire Station 17 Shower Addition	To add additional shower capacity for six person fire station.	Scope > Scope
PRJ100614 Fire Station 18 - Bathroom Remodel	This project covers costs associated with remodel of the bathroom at fire station 18	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100810 Fire Station 18 Front Parking Lot Replacement	This project covers the demolition and reconstruction of the FS 18 parking lot, including, the striping of the parking lot and the Parking lot & Apparatus apron	Scope > Scope
PRJ100744 Fire Station 18 HVAC Replacement	to replace and upgrade the HVAC system at station 18	Scope > Scope
PRJ100357 Fire Station 22 - Fleming Island	This project is to cover the design and construction of Fire Station 22 in the Fleming Island area of Clay County.	Design > Design
PRJ100286 Fire Station 24 - Virginia Village	Project shall consist of the design and construction of the new Clay County Fire Station 24, located at the intersection of Sweat Road and CR 226. The total area of Fire Station 24 will be approximately 13,000 square feet.	Design > Design
PRJ100754 Flashing Beacon Speed Indicators	This project covers purchase and installation of flashing beacon speed indicators	Scope > Scope
PRJ100510 Fleming Island Library HVAC	This project covers the Fleming Island Library HVAC system.	Post-Construction/Delivery > Post-Construction/Delivery (10/01/2024 - 09/30/2025)
PRJ100720 Fleming Island Library Parking Lot	Resurface and stripe the existing Fleming Island Library parking lot.	Scope > Scope
PRJ100621 Flock Cameras - Parks & Recreation	Placeholder to cover flock cameras for various parks throughout the county	Post-Construction/Delivery > Post-Construction/Delivery (10/01/2024 - 09/30/2025)
PRJ100342 Flood Mitigation Assistance (FMA) 4055 Lazy Acres Rd	This project covers the Flood Mitigation projects being completed at Lazy Acres	Construction/Delivery > Construction/Delivery
PRJ100502 Floor and Counter Replacements - Administration Building	This project covers costs associated with the floor and counter replacements in the admin building	Pre-Design > Pre-Design
PRJ100511 Fox Meadow Playground	This project covers the purchase and installation of the fox meadow playground	Construction/Delivery > Construction/Delivery (06/28/2024 - 08/31/2025)
PRJ100504 Front Elevators Modernization - Administration Building	This project covers costs associated with the modernization of the front elevators at the admin building	Construction/Delivery > Construction/Delivery (12/13/2024 - 05/09/2025)
PRJ100678 Godbold Building Renovations and CCUA Trans	Building upgrades included kitchen for educational classes	Design > Design
PRJ100512 Godbold Building Repairs	This project covers costs associated with the repairs to the Godbold Building.	Scope > Scope
PRJ100779 Governors Creek Boathouse Storage	This project covers the costs associated with the Governors Creek Boathouse Storage.	Pre-Design > Pre-Design
PRJ100514 Green Cove Springs Fuel Station	This project covers costs associated with the Green Cove Springs Fuel Station	Design > Design
PRJ100755 Green Cove Springs Library Roof	Roof replacement for the Green Cove Springs Library	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100602 Greenway Expansion	Design, Construction, and CEI of Clay County Greenway Expansion from Live Oak Lane, to Jennings State Forest. This will include parking areas, restroom facilities, trails, and other associated needs.- PLACEHOLDER	Pre-Construction/Procurement > Pre-Construction/Procurement (12/26/2024 - 02/11/2025)
PRJ100365 Greenway Trail	This project includes the Design of trail from Live Oak LN to Jennings Park	Pre-Construction/Procurement > Pre-Construction/Procurement (12/26/2024 - 02/11/2025)
PRJ100407 Greenway Trail Construction Grant (FDOT)	This project includes paving Live Oak Lane, parking areas, restroom facilities, trails	Pre-Construction/Procurement > Pre-Construction/Procurement (12/26/2024 - 02/11/2025)
PRJ100297 Greenwood Drainage Improvements	Greenwood Drainage Improvements	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100767 Gun Range Office	This project covers costs associated with the Gun Range office	Scope > Scope
PRJ100623 Gun Range - Road Monument Sign	This project covers costs associated with a road monument sign for the Gun Range	Design > Design (11/26/2024 - 05/25/2025)
PRJ100593 Gun Range - Shed	This project covers the shed at the gun range	Design > Design (11/25/2024 - 05/13/2025)

Project Updates

Project	Project Description	Project Current Phase
PRJ100622 Gun Range - Shooting Lane Grade Work & Gutters	This project covers shooting lane grade work at the Clay County Gun Range as well as other shooting lane activities.	Design > Design (11/26/2024 - 05/25/2025)
PRJ100334 Health Department Buildings Renovations- ARPA	Clay County Health Department provides a range of services to the community. Some services are free, or based on a sliding scale fee.	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100752 Historic Courthouse Roof Replacement	This covers the roof replacement of the Historic Courthouse in Green Cove Springs.	Design > Design
PRJ100300 HMPG Wind Retrofit Green Cove Springs Grant		Post-Construction/Delivery > Post-Construction/Delivery
PRJ100296 Homestead Road Drainage - Tanglewood	Homestead Road Drainage - Tanglewood	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100636 Hunter Douglas Playground	This project covers costs associated with the playground at Hunter Douglas Park	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100497 HVAC - Administration Building	This project covers costs associated with the Administration Building HVAC system	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100551 HVAC - Agriculture Agent	This project covers costs associated with HVAC unit at the agricultural agent facility	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100631 Island Forest Basketball Court Demolition and Rebuild		Post-Construction/Delivery > Post-Construction/Delivery
	Project shall consist of the design and construction of renovations to the Clay County Jail to provide secure inmate housing space and maximize the number of additional inmate beds for the Clay County Jail. The Project shall include the renovation of existing spaces into dormitories to provide immediate relief for additional housing. Services includes design Services and post-design Services during the construction of the Project. The design Services shall be performed by the Consultant at an accelerated pace within 3 months in accordance with Consultant's Proposal.	
PRJ100331 Jail 2nd and 3rd Floor Renovations	*Services will be paid using ARPA Funds.	Design > Design (01/15/2025 - 05/07/2025)
PRJ100803 Judicial Facility Master Plan	To create a plan for current and future Courthouse needs.	Scope > Scope
PRJ100291 Keystone Heights Lakes Projects	This project is a supportive project related to restoring the lake levels in Keystone Heights.	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100294 Knight Boxx and CR220 Drainage Improvements	Knight Boxx and CR220 Drainage Improvements	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100717 Lake Brooklyn Site Improvements	Site plan and construction to include parking, and amenity improvements to Lake Brooklyn Park and boat ramp.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100718 Lake Geneva Site Improvements	Design and construction to include parking improvements and restroom to Lake Geneva boat ramp.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100414 LAP - CR220 Intersection Improvements - Lakeshore Dr. to Old Hard Rd.	This project includes CR220 Intersection Improvements - Lakeshore Dr. to Old Hard Rd.	Construction/Delivery > Construction/Delivery
PRJ100306 LAP Project Management - Intersection Design CR220		Post-Construction/Delivery > Post-Construction/Delivery
PRJ100305 LAP Project Management - Sidewalk CR218	This projects covers the installation of sidewalks from Clay Hill Elementary to Taylor Road along County Road 218.	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100732 Leachate System Improvements	This project covers the Leachate System Improvements tied to Environmental Services	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100559 Live Oak Construction	This project covers live oak construction projects	Pre-Construction/Procurement > Pre-Construction/Procurement (12/26/2024 - 02/11/2025)
PRJ100441 Network Security Upgrades	This project covers Cyber Security Enhancements	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100766 Main St. Park Expansion & Boat Ramp Upgrade	This project covers costs associated with the Main street park and boat ramp expansion and upgrades	Scope > Scope

Project Updates

Project	Project Description	Project Current Phase
PRJ100472 Middleburg Colored School Grant	Middleburg Colored School Funds will be used to hire a historic preservation architect to conduct a historic structure report.	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100778 Middleburg Substation Doors	Replacement doors for substation	Pre-Design > Pre-Design
PRJ100671 Middleburg Substation Lift Station	Design and construction of lift station for Sheriff's Office Middleburg substation.	Pre-Design > Pre-Design
PRJ100223 Mobility Project - NS3 and EW1 Project 8		Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100520 Mobile Command Post Refurbish	This project covers costs associated with the refurbishment of the mobile command post.	Scope > Scope
PRJ100522 Mobile Radio Tower	Placeholder for tower maintenance	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100391 Moccasin Slough Tower Classroom Boardwalk	Moccasin Slough is located off of Highway 17. This 255-acre park invites you to explore the trails, one fitness trail, a playground and a covered pavillion.	Design > Design
PRJ100524 Monument Signs	PLACEHOLDER-This projects serves as a placeholder for various monument signs within the county	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100790 Moody Avenue Emergency Repair		Post-Construction/Delivery > Post-Construction/Delivery
PRJ100711 Moody Park Playground Remodel	Replacement of playground unit, drainage system and pour in place surface due to age.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100612 Multi-Agency Storage Warehouse		Scope > Scope
PRJ100464 Multi Factor Authentication Implementation		Construction/Delivery > Construction/Delivery
PRJ100471 National Fitness Campaign Grant 2023	National Fitness Campaign GrantPurchase, install and launch outdoor Fitness Court.	Pre-Design > Pre-Design
PRJ100355 Neptune Park Phase II	This phase include a new ball field, parking expansion, storage and a playground.	Construction/Delivery > Construction/Delivery
PRJ100209 Oakleaf / Eagle Landing Signal	This project includes the Oakleaf / Eagle Landing Signal	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100526 Oakleaf Library	This project covers costs associated with the new library in Oakleaf	Pre-Design > Pre-Design
PRJ100527 Oakleaf Playground	This project covers the oakleaf playground	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100745 Office Space Conversion/Remodel	Project to convert/remodel an existing space into offices	Scope > Scope
PRJ100669 Omega Park - CCUA Connection	This project covers the planning and design services for the Clay County Omega Park CCUA connection	Design > Design
PRJ100765 Omega Park - Lighting	This project covers costs associated with lighting at Omega Park	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100719 Orange Park Library Improvement Plan	Increase the size and capacity of the meeting room, including an ADA compliant kitchen, and increase the size and capacity of the storytime room.	Scope > Scope
PRJ100701 Park and Recreation Fencing	Various fencing replacements and installation at County parks.	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100702 Park and Recreation Pressure Washing	Pressure washing services for park playgrounds, pavilions and courts.	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100698 Parks and Recreation Program Equipment	Various equipment and supplies for Parks and Recreations programs	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100697 Parks and Recreation Special Events Equipment	Various equipment and supplies for Parks and Recreation large scale events.	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100703 Park and Recreation Tree Removal	Various tree and limb removal at County parks.	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100424 Parks - Eagle Harbor - Drainage Improvements	This project includes drainage improvements at the Eagle Harbor park- DESIGN	Pre-Construction/Procurement > Pre-Construction/Procurement (04/12/2023 - 05/02/2025)
PRJ100420 Parks - Island Forest Playground	This project includes a playground at Island Forest Park	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100426 Parks - Ronnie Van Zant - Dock Replacement & Erosion Control/Stabilization	The Ronnie Van Zant Memorial Park is a public memorial park located in Lake Asbury, Clay County, Florida. The park was built in memory of Ronnie Van Zant, vocalist of Southern rock group Lynyrd Skynyrd and is located off of Sandridge Road.	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100646 Parks System Master Plan	This project covers the implementation of the Parks System Master Plan	Post-Construction/Delivery > Post-Construction/Delivery

Project Updates

Project	Project Description	Project Current Phase
PRJ100423 Parks - Walter Odum Park - Drainage Improvements	This is for DESIGN. Walter Odum Community Park is a 6.5 acre facility that is leased to the Police Athletic League of Clay County, Inc. The PAL provides; Youth Baseball Flag Football Youth Football Summer Basketball Youth Cheerleading This project is to cover drainage improvements to the park.	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100712 Paul Armstrong Park Parking Expansion	Improvements and parking expansion for park	Construction/Delivery > Construction/Delivery
PRJ100750 PCs - Laptops - Monitors	Continuing annual project to capture funds for purchase of County wide PC's, laptops and monitors as needed	Construction/Delivery > Construction/Delivery (10/01/2024 - 09/30/2025)
PRJ100413 Pedestrian Improvements on Evergreen Lane	This project cover the Design of Pedestrian Improvements on Evergreen Lane	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100532 Plantation Oaks Maintenance Shed	this project covers the Plantation Oaks Maintenance Shed	Pre-Design > Pre-Design
PRJ100716 Pond to Park	Designs and construction to include walking path around College Drive.	Scope > Scope (10/01/2025 - 09/30/2026)
PRJ100594 Portables	This project covers the portables at the gun range	Design > Design (11/26/2024 - 05/13/2025)
PRJ100682 Program and Space Analysis for Emergency Operations Center (EOC)	Program and space analysis to be completed for Emergency Management and the EOC.	Scope > Scope (10/01/2025 - 09/30/2026)
PRJ100552 Public Safety Training Relocation	This project covers costs associated with the relocation of Public Safety Training	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100783 Public Works Sleepy Hollow Trailer	To purchase a new office trailer for the Sleepy Hollow Pit site per approval at August LRP meeting	Scope > Scope
PRJ100282 Radar Road US17 to Town Center Boulevard	Extending Radar Road from US 17 to Town Center Blvd	Design > Design (07/26/2024 - 12/20/2024)
PRJ100544 Radio Tower Equipment Replacement	This project serves as a placeholder for radio tower equipment replacement and maintenance.	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100756 Radio Tower - Sleepy Hollow	This project covers the construction of a new radio tower at Sleepy Hollow.	Pre-Design > Pre-Design
PRJ100207 Radio Tower Upgrades	This projects includes the upgrades to the following towers: Keystone and Sleepy Hollow	Construction/Delivery > Construction/Delivery
PRJ100534 Regional Park	This project covers costs associated with the regional sports complex	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100304 Regional Sports Complex	This project is for the design and construction of a multi-phase regional sports park for Clay County. T	Post-Construction/Delivery- Phase 1 > Post-Construction/Delivery- Phase 1
PRJ100722 Regional Sports Complex Property Fence	Property fence for the 250 acre Regional Sports Complex	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100731 Regional Sports Complex Security Measures	To allocate funds for enhancing security for the sports complex	Scope > Scope
PRJ100535 Regional Sports Equipment	This project covers costs associated with the Regional Sports Equipment	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100536 Relocate Girl Scout Building	This project covers the costs associated with relocating the Girl Scout building at Camp Chow	Construction/Delivery > Construction/Delivery
PRJ100699 Remote Lighting System for Parks	Remote lighting system and software for ball fields and amenities.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100538 Resurfacing Recreational Courts	Striping or restriping, painting or repainting, coating, sealing, or repairs to court surfaces and amenities. Demolition will be approved on a case-by-case basis.	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100713 Ronnie Van Zant Court Lighting	Lighting, of basketball, tennis, and pickleball courts	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100727 Rosemary Hill HVAC Unit Upgrade	Upgrade to several components of the system to allow Facilities access for routine repairs and maintenance	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100800 Safe Streets and Roads for All FY2023		Scope > Scope
PRJ100200 Sandridge - Henley - CR209	Upgrades to CR 739B from Henley Rd to West of CR 209	Construction/Delivery > Construction/Delivery

Project Updates

Project	Project Description	Project Current Phase
PRJ100549 Servers	This project covers costs associated with the county servers	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100330 Sidewalk - CR218 Clay Hill Elementary to Taylor Road	This projects covers the installation of sidewalks from Clay Hill Elementary to Taylor Road along County Road 218.	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100608 Sidewalk - Doctors Inlet Elementary School	This project covers costs associated with the sidewalk project at Doctors Inlet Elementary School	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100542 Sidewalk Repair Services	This project covers costs associated with various sidewalk repairs.	Construction/Delivery > Construction/Delivery
PRJ100574 Sidewalks - Construction	This project code covers the construction of sidewalks throughout Clay County	Construction/Delivery > Construction/Delivery (10/01/2024 - 09/30/2025)
PRJ100726 Small Business Development Center (SBDC) - University of North Florida (UNF)	Continued funding from ARPA approved at the 4/9/24 BCC meeting	Scope > Scope
PRJ100743 Solid Waste Class I and C&D Building Improvements	for the design and construction improvements to the Class I and C&D buildings at Rosemary Hill	Scope > Scope
PRJ100292 Solid Waste Materials Recovery Facility Improvements	This project covers the upgrades to the solid waste materials recovery facility	Pre-Construction/Procurement > Pre-Construction/Procurement (11/21/2024 - 01/28/2025)
PRJ100742 Solid Waste Transfer Station	Project for the design and construction of a new transfer station at Rosemary Hill	Pre-Design > Pre-Design
PRJ100561 Spencer Industrial Complex	This project covers costs associated with spencer industrial complex	Design > Design
PRJ100541 Sports Venues Scoreboards	This project covers Sports Venues Scoreboards	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100347 SR23/Frontage Trail Ridge	This project covers the SR 23 Frontage Road at Trail Ridge.	Design > Design
PRJ100190 Station 20 Green Cove Springs	This project is to design and construct Fire Station 20 in the Green Cove Springs area of Clay County.	Construction/Delivery > Construction/Delivery (09/30/2024 - 03/30/2025)
PRJ100368 Storm Water Infrastructure Study	Storm Water Infrastructure Study for Clay County	Construction/Delivery > Construction/Delivery (01/01/2025 - 06/30/2025)
PRJ100288 Storm Water Study	Clay County Storm Water Study	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100564 Substance Use Disorder Recovery Center	This project covers costs associated with SUD Recovery Center at the Bear Run Facility	Design > Design
PRJ100653 SUNTrail Long Bay - Old Jennings to Live Oak Lane	This project covers costs associated with SUNTrail Long Bay from Old Jennings to Live Oak Lane	Pre-Design > Pre-Design
PRJ100475 Tax Collector Office - Keystone Heights	This project covers the design and construction/updates for the tax collectors office in Keystone Heights.	Pre-Construction/Procurement > Pre-Construction/Procurement (12/05/2024 - 01/28/2025)
PRJ100474 Tax Collector Office - Orange Park	This project covers the costs related to the tax collector office in Orange Park	Construction/Delivery > Construction/Delivery (02/17/2025 - 12/15/2025)
PRJ100637 Thunderbolt Park Playground		Post-Construction/Delivery > Post-Construction/Delivery
PRJ100668 Thunderbolt Park Well	This project covers costs associated with the well at Thunderbolt Park	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100546 Treehouse #1 Replacement	This project covers the Treehouse #1 Replacement designs	Design > Design (12/20/2024 - 07/05/2025)
PRJ100295 Tumbleweed Drive - Tanglewood Village Drainage	Tumbleweed Drive - Tanglewood Village Drainage	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100714 Twin Lakes Lighting and Parking Improvements	Lighting of pickleball court and parking improvement	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100673 Upgrade Cyber Security Platform	Hardware, software and professional services upgrades	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100548 Vehicles for Special Response	This project covers costs associated with purchasing vehicles for special response	Scope > Scope
PRJ100484 Video Storage and Camera System Upgrades - MIS	This project covers various Video Storage and Camera systems upgrades. Including, but not limited to, Cameras for the Libraries and Administration Building	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100815 Washington Avenue Cross Drain	Washington Avenue at Little Black Creek cross drain project	Pre-Design > Pre-Design
PRJ100567 Way Free Clinic - Mobile Medical	This project covers costs associated with the mobile unit for the Way Free Medical Clinic.	Construction/Delivery > Construction/Delivery

Project Updates

Project	Project Description	Project Current Phase
PRJ100680 Way Free Medical Clinic Demolition	demolition of the Way Free Medical Clinic building	Construction/Delivery > Construction/Delivery (01/29/2025 - 03/15/2025)
PRJ100715 W E Varnes Lighting and Parking Improvement	Lighting of pickleball court and parking improvement	Pre-Construction/Procurement > Pre-Construction/ Procurement



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

BACKGROUND INFORMATION:

Backup documents are forth coming.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Revised TPO List	Backup Material	2/7/2025	NFTPO_2025_Priority_Projects_List_wordR.pdf
▢ TPO List (Original)	Cover Memo	2/7/2025	OriginalListADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	2/5/2025 - 4:55 PM	Item Pushed to Agenda



Engineering Department

Post Office Box 1366
Green Cove Springs, FL
32043

Area Code: 904
Phone: 284-6301
Fax: 278-4708

County Manager
Howard Wanamaker

Commissioners:

John Sgomolo
District 1

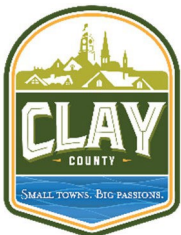
Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Dr. Kristen Burke
District 5

www.claycountygov.com



MEMORANDUM

TO: Board of County Commissioners
FROM: Richard C. Smith, Engineering Director
DATE: January 15, 2025
SUBJECT: 2025 TPO Project Priority List

Issue:

The North Florida Transportation Planning Organization (TPO) is requesting Clay County submit its project priority list for 2025.

Project Priority List:

Each year the North Florida TPO requests that each County and municipality submit an updated list of priority projects. The list of priority projects identifies potential projects to be funded in the new fifth year of the FDOT Work Program. However, by creating the Strategic Intermodal System (SIS) and the Transportation Regional Incentive Program (TRIP) in Florida, the “List of Priority Projects” now includes potential projects to be funded in other years of the FDOT Work Program under the SIS and TRIP programs.”

Requests from municipalities are submitted to the TPO separately. However, the TPO has requested that any project requests from municipalities be included with the County’s list. Each of the municipalities’ projects are included in this list but should be evaluated by the TPO on their own merits.

2025 Clay County List of Priority Projects
Adopted by Clay County Board of County Commissioners
January 14, 2025

Priority	2024 Priority	Facility	Improvement	From	To
1	2	SR 16	Widen to 4 lanes	SR 23 Interchange	Green Cove Springs (west city limits)
2*	10	SR 21	Intersection Improvements (priority to SR 21 @ SR 100)	Halprens Way	Putnam County line
3	4	CR 217	Shoulder widening, safety improvements and Bridge Replacement	CR 218	SR 228 (Duval County)
4	5	CR 315/CR 216	Widen to 4 lanes	SR 23 Interchange	US 17
5	--	Old Jennings Road	Widen to 4 lanes	SR 23 Interchange	Long Bay Road
6	6	CR 218 (west of SR 21)	Widen to 4 lanes	US 301	Masters Road
7	7	CR 209 (Russell Road)	Widen to 4 lanes and Bridge Replacement (Bridge #710014)	CR 315B	Henley Road
8	8	CR 218 (east of SR 21)	Widen to 4 Lanes	CR 216 (Cathedral Oak Parkway)	Black Creek Bridge
9	9	Cheswick Oaks Avenue	New Construction	SR 23 Interchange	Current end of Cheswick Oaks Avenue
10	1	CR 220	Widen to 4 lanes	Hollars Place	SR 21
11	3	US 17	Widen to 6 lanes	Town Center Boulevard	CR 315
12	11	SR 21	Intersection Improvements	Knight Boxx Road	Duval County line
13	12	Feed Mill Road	New 2 lane construction in 4-lane right-of-way	Sandridge Road	CR 216 (Cathedral Oak Parkway)
14	13	Canova Road	Widen to 3 lanes	CR 220	Old Hard Road
15*	--	SR 21 @ SR 100	Add turn lanes		
16**	15	SR 16 @ CR 218	Add turn lanes		
17	--	Long Bay Road	New Construction	Old Jennings Road	Current end of Long Bay Road
18	--	Immokalee Road	Shoulder widening, safety improvements	SR 21	SR 100 (Bradford County)
19	--	CR 214	Shoulder widening, safety improvements	SR 100	SR 21 (Bradford County)
20	--	Rolling View Boulevard	New Construction	EW 1B (APF Road)	CR 216 (Cathedral Oak Parkway)

*- as recommended by City of Keystone Heights

** - as recommended by Town of Penney Farms

2024 Clay County List of Priority Projects
Adopted by Clay County Board of County Commissioners
January 23, 2024

Priority	2023 Priority	Facility	Improvement	From	To
1	1	CR 220	Widen to 4 lanes	SR 21	Knight Boxx Road
2	2	SR 16	Widen to 4 lanes	Green Cove Springs limits	FCX Interchange
3	-	US 17	Widen to 6 lanes	End of 6-lane south of Town Center Blvd.	CR 315
4	11	CR 217	Shoulder widening, safety improvements and bridge replacement	CR 218	SR 228 (Duval County)
5	4	CR 315	Widen to 5 lanes	US 17	Maryland Avenue
6	6	CR 218 (west of SR 21)	Widen to 4 lanes	Pine Tree Lane	US 301
7	10	CR 209 (Russell Road)	Widen to 4 lanes and bridge replacement	CR 315B	Henley Road
8	7	CR 218 (east of SR 21)	Widen to 4 Lanes	SR 21	Cathedral Oak Parkway
9	8	Cheswick Oaks Avenue	New 2-lane construction in 4-lane right-of-way	Challenger Drive	Current end of Cheswick Oaks Avenue
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13	13	Canova Road	Widen to 3 lanes	C.R. 220	Old Hard Road
14*	12	Airport Road	Reconstruct and realign Airport/Camp Crystal Lk.Rd	SR 100	KH Airport
15**	15	S.R. 16 @ C.R.218	Add turn lanes		

*- as recommended by Keystone Heights

**- as recommended by Penney Farms

SUN Trail Projects:

The Shared-Use Nonmotorized (SUN) Trail program provides funding to help communities develop the statewide system of high-priority (strategic) paved trail corridors for bicyclists and pedestrians. This SUN Trail network, which includes a combination of existing, planned and conceptual multiple-use trails, is a refined version of the Florida Greenways and Trails System (FGTS) Plan's Land Trails Priority Network. The FGTS defines the role of the statewide trail system in advancing Florida's economy, tourism, health, transportation choices, recreation, conservation and quality of life. Implementing projects in the SUN Trail network increases the reliability of Florida's transportation system.

Transportation Alternative Program Projects:

The Transportation Alternatives Program (TAP) provides funding for programs and projects consistent with details described under 23 U.S.C. 133(h)(3), including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects and safe routes to school projects.

Congestion Management and Air Quality (CMAQ) Projects.

The CMAQ program encourages transportation projects that improve air quality. It includes efforts to enhance public transit, bicycle/pedestrian facilities, ridesharing programs and facilities, and technologies that improve traffic flow and vehicle emissions.

County staff recommends the following projects be recommended for funding. Project Priority 1 is the multi-purpose trail to connect to the Duval County trail system and eventually provide a full connection to the Palatka-Lake Butler trail and has been divided into subphases consistent with the Comprehensive Plan. The County requests that the remaining portion of this trail within the County be added to the list of Sun Trail projects. The other requested projects are possible CMAQ and TAP projects.

**2025 Clay County List of Non-Roadway Capacity
Projects Clay County**

Priority	Project	From	To
1	Northeast Florida Greenway Trail S.R. 21 SUNTrail	SR 16 (Penney Farms)	Gold Head Branch State Park
2	Northeast Florida Greenway Trail S.R. 21 SUNTrail	Long Bay Road	SR 16 (Penney Farms) - via CR 218
3	Northeast Florida Greenway Trail Live Oak Lane/Jennings State Forest SUNTrail	Veterans Park	FWR (Jennings State Forest)
4	East side of U.S. 17 (CR 220) sidewalk improvements	CR 220 Copper Stone Dr.	400 feet south of East West Parkway/ 400 feet south of Water Oak
5	Sidewalk along CR 220	Lakeshore Drive East	US 17
6	Old Hard Road Sidewalk Improvements	CR 220	Trail Wood Drive
Municipality Requests – No Priority Given			
GCS	Street Lighting (Requested by City of Green Cove Springs)	US 17	Governors Creek Bridge to CR 315
GCS	S.R. 16 East Trail (Requested by City of Green Cove Springs)	West City Limits	Spring Park
GCS	S.R. 16/U.S. 17 Trail (Requested by City of Green Cove Springs)	Shands Bridge	Spring Park
OP	Doctors Lake Drive Multi-Purpose Trail Extension (Requested by Town of Orange Park)	South of Kingsley Avenue	Wells Road

Recommendation:

Staff recommends that the Board of County Commissioners:

- Approve Project Priority List for submittal to the TPO.
- Authorize staff to apply for grant opportunities that are related to any projects included on the TPO lists.
- Authorize County Manager to execute related grant applications.



Engineering Department

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Area Code: 904
Phone: 284-6301
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County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

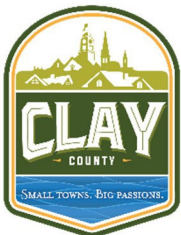
Alexandra Compere
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MEMORANDUM

TO: Board of County Commissioners
FROM: Richard C. Smith, Engineering Director
DATE: January 15, 2025
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Issue:

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Adopted by Clay County Board of County Commissioners
January 14, 2025

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OP	Doctors Lake Drive Multi-Purpose Trail Extension (Requested by Town of Orange Park)	South of Kingsley Avenue	Wells Road

Recommendation:

Staff recommends that the Board of County Commissioners:

- Approve Project Priority List for submittal to the TPO.
- Authorize staff to apply for grant opportunities that are related to any projects included on the TPO lists.
- Authorize County Manager to execute related grant applications.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County Commissioners

DATE: 1/15/2025

FROM: Reginald Kantor, Budget Manager

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

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

(C) Approval of Budget Resolution amending the FY24/25 Budget.

Various Funding Sources

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

(A) The Capital Improvement Element (CIE) is a five year schedule of capital improvements which are Comprehensive Plan (concurrency) related. Sections I of Tables 2 within each category (Exhibits A-F) of the ordinance lists the capital improvements related to the Comprehensive Plan which are to be accomplished by the County.

(B) The non-comprehensive plan related portion of the Capital Improvement Plan is presented for BCC consideration in the form of a Resolution. These improvements are listed in Sections II of Tables 2 within each category (Exhibits A-F).

<u>Is Funding Required (Yes/No):</u>	<u>If Yes, Was the item budgeted</u>
Yes	<u>(Yes\No\N/A):</u>
	No

Funding Source: Various

<u>Sole Source (Yes\No):</u>	<u>Advanced Payment</u>
No	<u>(Yes\No):</u>
	No

ATTACHMENTS:

Description	Type	Upload Date	File Name
Capital Plan			

- Capital Plan
 ▢ Amendment Ordinance 2/7/2025 Capital_Plan_Amendment_Ordinance_2025-02-11ada.pdf
 Ordinance_2025-02-11
- Capital Plan
 ▢ Amendment Budget 2/7/2025 Capital_Plan_Amendment_Resolution_2025-02-11ada.pdf
 Resolution Amendment
- 2025 CIP for
 ▢ Feb 11 2025 Backup 2/7/2025 2025_CIP_for_Feb_11_2025_True_Up_FY24-
 True Up FY24- Material 25__with_Updated_ARPA_and_All_Bonds_Comment_Updateada.pdf
 25
- ▢ Resolution 24-25 Backup 2/7/2025 Resolution_-_24-25_True_Up_2025-02-11ada.pdf
 True Up Material

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	2/4/2025 - 11:56 AM	Item Pushed to Agenda

ORDINANCE _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING TABLES 1 AND 2 OF THE CLAY COUNTY FIVE YEAR CAPITAL IMPROVEMENT PLAN; PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, the County's Capital Improvement Plan contains both CIE improvements and Non-CIE improvements, as well as revenue sources for each; and

WHEREAS, the County's Capital Improvement Plan (Plan) is comprised of five categories, with the five Plan Categories attached hereto and incorporated herein as Exhibits A-F; and

WHEREAS, within each Plan Category Table 1 specifies revenue sources for both CIE improvements and Non-CIE improvements; and

WHEREAS, within each Plan Category Table 2 contains CIE improvements in Section I and Non-CIE improvements in Section II thereof; and

WHEREAS, Section 129.06(2) of the Florida Statutes stipulates that the Board may at any time within a fiscal year amend a budget for the year as provided therein; and

WHEREAS, Section 163.3177 3(b) of the Florida Statutes stipulates that modifications to update the CIE improvements may be accomplished by ordinance; and

WHEREAS, amendments to the CIE improvements in the Capital Improvement Plan, specifically in Section I of Table 2 and related changes to the revenue sources in Table 1 of each Plan Category may be made by ordinance of the Board to provide for appropriation and expenditure as set forth herein.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1.

Section I of Table 2 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make necessary changes as directed by the Board.

Section 2.

Table 1 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make it consistent with Section I of Table 2 of each Plan Category.

Section 3.

With respect to the amendments referenced in Section 1 and Section 2 above, the legal effect of this Ordinance is that upon its effective date:

- (A) Funds for capital projects identified in the Exhibits shall only be expended consistent therewith; and,
- (B) To the extent that corrections, updates, and modifications concerning costs, revenue sources, and acceptance of facilities pursuant to dedications which are inconsistent with the Exhibits, or a change in the date of construction of the capital projects identified in the Exhibits are proposed, such may only be implemented by amendment hereto; and
- (C) Nothing in this Ordinance shall have any effect on the improvements listed in Section II of Table 2 within any of Exhibits A-F. This Ordinance shall be construed only to amend Section I of Table 2 within Exhibits A-F and the related revenue sources in Table 1 thereto.

Section 4.

Should any word, phrase, sentence, or subsection or section of this Ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections or sections shall remain in full force and effect.

Section 5.

This Ordinance shall take effect immediately upon its adoption as provided for by Florida law.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, on this 11th day of February, 2025.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Betsy Condon, Chairman

ATTEST:

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

RESOLUTION 2024/2025-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY CAPITAL IMPROVEMENT PLAN NON-CAPITAL IMPROVEMENT ELEMENT IMPROVEMENTS IN SECTIONS II OF TABLES 2 AND THE REVENUE SOURCES RELATING THERETO IN TABLES 1; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County's Capital Improvement Plan contains both CIE improvements and Non-CIE improvements, as well as revenue sources for each; and

WHEREAS, the County's Capital Improvement Plan (Plan) is composed of five categories, with the five Plan Categories attached hereto and incorporated herein as Exhibits A-F; and

WHEREAS, within each Plan Category Table 1 specifies revenue sources for both CIE improvements and Non-CIE improvements; and

WHEREAS, within each Plan Category Table 2 contains CIE improvements in Section I and Non-CIE improvements in Section II thereof; and

WHEREAS, Section 129.06(2) of the Florida Statutes stipulates that the Board may at any time within a fiscal year amend a budget for the year as provided therein; and

WHEREAS, amendments to the Non-CIE improvements in the Capital Improvement Plan, specifically in Section II of Table 2 and related changes to the revenue sources in Table 1 of each Plan Category may be made by resolution of the Board to provide for appropriation and expenditure as set forth therein.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1.

Section II of Table 2 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make necessary changes as directed by the Board.

Section 2.

Table 1 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make it consistent with Section II of Table 2 of each Plan Category.

Section 3.

With respect to the amendments referenced in Section 1 and Section 2 above, the legal effect of this Resolution is that upon its effective date:

- (A) Funds for capital projects identified in the Exhibits shall only be expended consistent therewith; and
- (B) To the extent that corrections, updates, and modifications concerning costs, revenue sources, and acceptance of facilities pursuant to dedications which are inconsistent with the Exhibits, or a change in the date of construction of the capital projects identified in the Exhibits are proposed, such may only be implemented by amendment hereto; and
- (C) Nothing in this Resolution shall have any effect on the improvements listed in Section I of Table 2 within any of Exhibits A-F. This Resolution shall be construed only to amend Section II of Table 2 within Exhibits A-F and the related revenue sources in Table 1 thereto.

Section 4.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED, by the Board of County Commissioners, Clay County, Florida, this 11th day of February, 2025.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Betsy Condon, Chairman

ATTEST:

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

Exhibit A

Clay County Capital Improvement Plan
 TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028
 Section II - Non-Comprehensive Plan Capital Improvements

Project Name	Workday Account #	Fund #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
Begonia Drive Drainage System Replacement	Future32	FD3003	ST														0	0	3,090,000	3,090,000	
Four Lining of CR218 - US301 to CR217	Future33	FD3003	ST														0	0	1,800,000	1,800,000	
Tanglewood Neighborhood Drainage Improvements	Future34	FD3003	ST														0	0	2,780,000	2,780,000	
Habitat Community Infrastructure Improvements	Future35	FD3003	ST														0	0	2,120,000	2,120,000	
Russell Road Culvert Replacement	Future36	FD3003	ST														0	0	4,210,000	4,210,000	
CR220 Component 2-Town Center Parkway Improvements	Future37	FD3003	ST														0	0	1,260,000	1,260,000	
CR220 Component 3-Business Center Drive Improvements	Future38	FD3003	ST														0	0	848,000	848,000	
CR220 Component 4-Doctors Inlet Road Improvements	Future39	FD3003	ST														0	0	329,000	329,000	
CR220 Component 7-Brookstone Drive Improvements	Future40	FD3003	ST														0	0	567,000	567,000	
CR220 Component 8-Lakeshore Drive West Improvements	Future41	FD3003	ST														0	0	417,000	417,000	
CR220 Component 9-Sidewalk, Driveway & ADA Improvements	Future42	FD3003	ST														0	0	407,000	407,000	
CR220 Component 10-Bridge Safety Improvements	Future43	FD3003	ST														0	0	397,000	397,000	
CR220 Component 11-Mainline Pavement Improvements	Future44	FD3003	ST														0	0	2,016,000	2,016,000	
CR224 (College Dr) Component 2-Sidewalk, Driveway & ADA Improvements	Future45	FD3003	ST														0	0	1,260,000	1,260,000	
CR224 (College Dr) Component 3-Pavement Improvements	Future46	FD3003	ST														0	0	1,974,000	1,974,000	
CR224 (College Dr) Component 4-Pavement Improvements	Future47	FD3003	ST														0	0	812,000	812,000	
CR224 (College Dr) Component 5-Old Jennings Intersection Improvements	Future48	FD3003	ST														0	0	1,764,000	1,764,000	
CR224 (College Dr) Component 6-Peoria Intersection Improvements	Future49	FD3003	ST														0	0	1,400,000	1,400,000	
CR224 (College Dr) Component 7-Jefferson Intersection Improvements	Future50	FD3003	ST														0	0	679,000	679,000	
CR224 (College Dr) Component 8-CR220 Signalization and Lighting Improvements	Future51	FD3003	ST														0	0	490,000	490,000	
Long Bay and Old Jennings Intersection Improvements	Future52	FD3003	ST														0	0	2,380,000	2,380,000	
CR217 Bridge Replacement and Safety Improvements	Future53	FD3003	ST														0	0	7,710,000	7,710,000	
Fire Station 14 Phase 2 Parking Lot	Future54	FD3003	ST														0	0	500,000	500,000	
Branscomb Road at Henley Road Traffic Study	Future55	FD3003	ST														0	0	750,000	750,000	
CR315 at SR16 Right Turn Lane onto WB SR16	Future56	FD3003	ST														0	0	500,000	500,000	
Additional Bridge Improvements	Future57	FD3003	ST														0	0	4,210,000	4,210,000	
Artemis Dr	Future65	FD3003	ST														0	0	4,210,000	4,210,000	
Atlantis Dr Extension	Future66	FD3003	ST														0	0	4,210,000	4,210,000	
Total Transportation				37,617,948	7,092,790	14,881,839	12,924,700	18,892,976	12,200,000	12,700,000	12,200,000	12,200,000	12,200,000	12,200,000	12,200,000	12,200,000	68,917,676	129,917,676	288,670,000	478,180,253	
PARKS & RECREATION																					
Fairgrounds Sewer Improvements	PRJ100173	FD3003	TT, ST	561,949	22,741		0	755,000									755,000	755,000		1,339,690	Project within scope.
Fairgrounds - FDACS Exhibit Hall Remodel	PRJ100301	FD3003	TT, ST	438,266	457,704												0	0	0	895,970	Completed.
Fairgrounds - FDACS Livestock Pavilion Infrastr	PRJ100302	FD3003	ST														0	0	811,403	811,403	Out for bid.
DEO Grant - NE Sports Complex	PRJ100304	FD3003	SG, TT, ST	5,750	1,271,840	280,360	780,049	32,178									812,227	812,227		2,370,177	PH1 completion scheduled for April 2025.
Fairgrounds Event Center	PRJ100284	FD3003	ST		56,550	28,708		1,971,293									1,971,293	1,971,293		2,056,551	Engineering plans/estimate at 60%
Moccasin Slough-Tower, classroom, boardwalk	PRJ100391	FD3003	ST		39,444	170,948	89,894	399,713									489,607	489,607	9,500,000	10,199,999	Design modification expected end of Jan. 2025.
Oakleaf Community Park Phase II	Future1	FD3003	ST														0	0	4,200,000	4,200,000	Expand parking, multi-field, ball fields, lights
Twin Lakes Park - Lighting	Future2	FD3003	ST														0	0	1,244,000	1,244,000	Identifying funding for future start date.
District 1 Project (Middleburg/West Clay)	PRJ100758	FD3003	ST					24,250	24,250	24,250	24,250	24,250	24,250	24,250	24,250	24,250	72,750	194,000		194,000	Projects within scope.
District 2 Project (OP/Lakeside/Fleming Island)	PRJ100759	FD3003	ST					48,500	48,500	48,500	48,500	48,500	48,500	48,500	48,500	48,500	145,500	388,000		388,000	Projects within scope.
District 7 Project (Keystone Heights/South Clay)	PRJ100760	FD3003	ST					24,250	24,250	24,250	24,250	24,250	24,250	24,250	24,250	24,250	72,750	194,000		194,000	Projects within scope.
District 4 Project (Lake Asbury/GCS/SouthEast Clay)	PRJ100761	FD3003	ST					1,000,000	1,100,000	1,300,000	1,500,000	1,700,000	1,700,000	1,700,000	3,100,000	3,800,000	3,400,000	15,200,000		15,200,000	Projects within scope.
District 5 Project (Branan Field/Oakleaf)	PRJ100762	FD3003	ST					72,750	72,750	72,750	72,750	72,750	72,750	72,750	72,750	72,750	218,250	582,000		582,000	Projects within scope.
Regional Park - Future Phases	Future25	FD3003	ST											4,000,000	4,000,000		0	8,000,000		8,000,000	Identifying funding for future start date.
Walter Odum Park - Lighting	Future3	FD3003	ST														0	0	1,632,300	1,632,300	Identifying funding for future start date.
Omega Park - Lighting	PRJ100765	FD3003	ST					1,538,000									1,538,000	1,538,000		1,538,000	Department awaiting vendor proposal.
Neptune Park Phase II	PRJ100355	FD3003	ST			241,464	900	9,758									10,658	10,658		252,122	Scheduled for completion end of Dec. 2024.
Pickleball Courts	PRJ100356	FD3003	ST		21,653	5,003	469,678										469,678	469,678		496,334	Completed.
Main St. Park Expansion & Boat Ramp Improve	PRJ100766	FD3003	ST					250,000									250,000	250,000		250,000	Soliciting consultant for site plan & design..
Parks & Recreation Office	Future59	FD3003	ST														0	0	1,050,000	1,050,000	Identifying funding for future start date.
Veterans Park	Future67	FD3003	ST														0	0	0	0	0
Total Parks & Recreation				1,005,965	1,024,932	726,483	1,340,521	4,955,942	1,169,750	1,269,750	1,469,750	1,669,750	1,869,750	5,869,750	7,269,750	3,969,750	10,205,713	30,854,463	17,387,703	51,844,546	
PUBLIC SAFETY																					
Public Safety/Sheriff Training Facility	PRJ100159	FD3003	ST	885,282													0	0	4,940,000	5,825,282	Completed.
Equipment - Public Safety - Replacement	PRJ100579	FD3003	ST	9,023,900	1,396,508	3,068,593	3,572,479	5,419,940	2,915,367	3,058,116	5,154,023	4,000,000	3,703,330	2,271,965	3,278,326	6,000,000	20,119,925	39,373,546	19,847,003	72,709,550	Multiple PO's; Equipment and vehicle replacement.
Equipment - Public Safety - Capacity	PRJ100764	FD3003	ST				0	458,745	3,135,377	3,500,000	314,152	677,094	800,000	1,500,000	1,000,000	424,730	7,408,274	11,810,098		11,810,098	Department identifying scope.
Equipment - Sheriff - Capital & Vehicles - Replacement	PRJ100580	FD3003	ST	6,723,578	2,466,413	2,999,972	3,080,578	2,100,000	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	9,171,118	15,822,018	11,967,181	39,979,162	Multiple PO's; Equipment and vehicle replacement.
Equipment - Sheriff - Capital & Vehicles - Capacity	PRJ100763	FD3003	ST				0										0	0		0	Funding from public safety impact fees.
Fire Station 24 - Virginia Village	PRJ100286	FD3003	ST			486,679	14,592										14,592	14,592		501,271	Under environmental evaluation; bid delayed up to 12 months.
Fire Station 20 - GCS	PRJ100190	FD3003	ST			248,807											204,826	204,826		453,633	Construction at 50%.
Fire Station 22 - Fleming Island	PRJ100357	FD3003	ST				145,471										145,471	145,471		145,471	At 90% IRC; Version 2 failed, requires resubmittal.
Fire Station 15 - Lake Asbury	PRJ100285	FD3003	ST														0	0		0	Awaiting land acquisition.
Fire Station 1 - Branan Field	PRJ100563	FD3003	ST				87,656										87,656	87,656		87,656	At 90% IRC; Version 2 failed, requires resubmittal.
Fire Station 21 - Green Cove North	Future11	FD3003	ST										2,000,000	1,800,000	1,500,000						

Exhibit A

Clay County Capital Improvement Plan
 TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028
 Section II - Non-Comprehensive Plan Capital Improvements

Project Name	Workday Account #	Fund #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
Gun Range Office	Future60	FD3003	ST									1,150,000					0	1,150,000		1,150,000	New facility for property operations
Burn Building	PRJ100366	FD3003	ST			24,937	202,685	2,772,378									2,975,063	2,975,063		3,000,000	Awaiting scope changes expected end of Feb. 2025.
Radio Tower Upgrades	PRJ100207	FD3003	ST	1,478,006			189,500	1,767,426									1,956,926	1,956,926		3,434,932	Multiple PO's; Keystone Tower and Sleepy Hollow Tower.
E911 Consolidation Bldg/Training Facility	PRJ100208	FD3003	ST						2,419,284		7,000,000	7,000,000					9,419,284	16,419,284		16,419,284	Completed. Identifying funding for future phases.
CCSO Building 500 Build Out	PRJ100609	FD3003	ST				159	800,000	604,736								1,404,895	1,404,895		1,404,895	Engineering design at 60%; full design expected early March 2025.
Jail Improvements/Conversion	PRJ100331	FD3003	ST					1,873,334									1,873,334	1,873,334		1,873,334	Delayed; moved from ARPA in Dec. 2024.
New Jail	Future13	FD3003	ST													3,000,000	0	3,000,000	610,000	3,610,000	Identifying funding for future start date.
Sheriff Office Building	Future14	FD3003	ST						2,000,000	5,000,000	6,000,000	4,500,000					13,000,000	17,500,000	38,000,000	55,500,000	100,000 sq ft @ \$400 sq. ft.
Total Public Safety				18,315,828	4,885,700	9,368,995	7,497,946	15,191,823	12,404,944	12,888,296	19,798,355	18,657,274	7,833,510	9,702,145	11,908,506	15,754,910	67,781,364	131,637,709	97,664,184	261,872,416	
PUBLIC WORKS																					
Knowles Pit Building	PRJ100184	FD3003	ST	617,408	57,848	120,464	1,435,737	3,550									1,439,287	1,439,287		2,235,007	Completed.
Dirt Road Rejuvenation	PRJ100566	FD3003	ST				262,989										262,989	262,989		262,989	Completed.
Total Public Works				106,591,493	57,848	120,464	1,698,726	3,550	0	0	0	0	0	0	0	0	1,702,276	1,702,276	0	2,497,996	
OTHER PROJECTS																					
Equipment - Supervisor of Elections	PRJ100277	FD3003	ST	945,650			0	957,800									957,800	957,800	35,000	1,938,450	Delivery in Jan '25, Voting equipment & machines replacement
Animal Services Building	PRJ100210	FD3003	ST		380,294	334,875	208,369	12,000,000	8,257,216								20,465,585	20,465,585		21,180,754	Construction contract signed.
GCS Senior Center Kitchen	PRJ100276	FD3003	ST		600,274	28,140											0	0	0	628,414	Completed.
Building Department Building	PRJ100387	FD3003	ST					6,450,058									6,450,058	6,450,058		6,450,058	CIP portion of construction costs. Construction begun.
Property Appraiser Vehicles	PRJ100797	FD3003	ST						70,000	70,000	70,000	70,000	70,000				210,000	350,000		350,000	2 vehicles @ \$35K each for 5 years
JTA Bus/Shelter Improvements	PRJ100610	FD3003	ST														0	0		0	Project canceled.
Admin Building 3rd Floor	PRJ100611	FD3003	ST														0	0	3,000,000	3,000,000	In the proposal phase for design.
Multi-Agency Storage Warehouse	PRJ100612	FD3003	ST									500,000					0	500,000	3,000,000	3,500,000	Funds to initiate design phase.
Oakleaf Library	PRJ100526	FD3003	ST						1,750,000	6,000,000							7,750,000	7,750,000	3,000,000	10,750,000	Awaiting land acquisition, site plans and design.
Land Acquisition	PRJ100362	FD3003	ST		19,025	1,915,045	242,238	757,478									999,716	999,716		2,933,786	Flexibility for land opportunities
Keystone Lakes Projects	PRJ100291	FD3003	ST					200,000									200,000	200,000	0	200,000	Moved from ARPA
Total Other Projects				945,650	999,593	2,278,060	450,607	20,365,336	10,077,216	6,070,000	70,000	570,000	70,000	0	0	0	37,033,159	37,673,159	9,035,000	50,731,462	
Subtotal - Capital Improvement Fund (FD3003)				166,032,515	14,290,841	27,409,359	24,103,583	72,236,388	39,212,878	32,928,046	33,538,105	33,097,024	21,973,260	27,771,895	31,378,256	31,924,660	202,019,000	348,164,095	412,756,887	868,205,674	
GRAND TOTAL				166,032,515	14,290,841	27,409,359	24,103,583	72,236,388	39,212,878	32,928,046	33,538,105	33,097,024	21,973,260	27,771,895	31,378,256	31,924,660	202,019,000	348,164,095	412,756,887	868,205,674	

Exhibit B

Clay County Capital Improvement Plan
 TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
 Capital Funds Revenues

Revenue Sources	Fund #	Workday Fund #	Object #	Funding Code	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Fund Level Revenues						1	2	3	4	5	6	7	8	9	10				
Regional Park Revenue (15%)	CC1269	FD3018			64,117	564,384	576,300	576,300	576,300	576,300	576,300	576,300	576,300	576,300	576,300	2,869,584	5,751,084		
Interest Earnings - Regional Park					-	6,145	18,209	35,153	52,579	70,502	88,936	17,896	34,830	52,247	70,161				
Prior Year Forward - Regional Park	IF_Reg				-	36,453	606,982	1,171,766	1,752,646	2,350,082	2,964,544	596,519	1,161,004	1,741,578	2,338,698				
Less 5% Budgeted Revenues - Regional Park							(29,725)	(30,573)	(31,444)	(32,340)	(33,262)	(29,710)	(30,557)	(31,427)	(32,323)				
Administrative\Constitutional\Jail Fund (49%)	CC1266	FD3015			100,998	915,736	907,800	907,800	907,800	907,800	907,800	907,800	907,800	907,800	907,800	4,546,936	9,085,936		
Interest Earnings - Administrative\Constitutional\Jail Fund					-	11,161	29,530	56,244	77,719	22,706	34,225	61,073	88,686	117,086	56,295				
Prior Year Forward - Administrative\Constitutional\Jail Fund	IF_Admin				-	57,424	984,321	1,874,784	2,590,625	756,868	1,140,849	2,035,773	2,956,203	3,902,865	1,876,506				
Less 5% Budgeted Revenues - Administrative\Constitutional\Jail Fund							(46,866)	(48,202)	(49,276)	(46,525)	(47,101)	(48,444)	(49,824)	(51,244)	(48,205)				
Fire\Rescue Fund (26%)	CC1267	FD3016			229,799	2,100,527	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	11,162,527	22,490,027		
Interest Earnings - Fire\Rescue Fund					-	29,475	67,821	108,539	122,199	112,249	125,590	136,736	94,200	21,951	19,643				
Prior Year Forward - Fire\Rescue Fund	IF_FR				-	130,683	2,260,685	3,617,967	4,073,304	3,741,618	4,186,327	4,557,862	3,139,986	731,701	654,780				
Less 5% Budgeted Revenues - Fire\Rescue Fund							(116,666)	(118,702)	(119,385)	(118,887)	(119,554)	(120,112)	(117,985)	(114,373)	(114,257)				
Law Enforcement Fund (25%)	CC1268	FD3017			174,193	1,567,462	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	7,830,262	15,658,762		
Interest Earnings - Law Enforcement Fund					-	22,402	50,669	55,335	95,535	43,880	11,753	2,711	35,410	69,042	103,632				
Prior Year Forward - Law Enforcement Fund	IF_CCSCO				-	99,100	1,688,964	1,844,514	3,184,498	1,462,671	391,772	90,353	1,180,343	2,301,398	3,454,403				
Less 5% Budgeted Revenues - Law Enforcement Fund							(80,818)	(81,052)	(83,062)	(80,479)	(78,873)	(78,421)	(80,056)	(81,737)	(83,467)				
Libraries and Culture	CC1270	FD3019			63,549	559,212	571,200	571,200	571,200	571,200	571,200	571,200	571,200	571,200	571,200	2,844,012	5,700,012		
Interest Earnings - Libraries and Culture					-	6,121	18,043	34,837	22,109	39,018	56,409	74,296	92,693	111,614	131,074				
Prior Year Forward - Libraries and Culture	IF_LC				-	36,114	601,447	1,161,228	736,963	1,300,607	1,880,314	2,476,543	3,089,764	3,720,463	4,369,136				
Less 5% Budgeted Revenues - Libraries and Culture							(29,462)	(30,302)	(29,665)	(30,511)	(31,380)	(32,275)	(33,195)	(34,141)	(35,114)				
Community Park Fees - Middleburg and West Clay District 1 (45%)	CC1271	FD3020			5,753	85,411	82,700	82,700	82,700	82,700	82,700	82,700	82,700	82,700	82,700	416,211	829,711		
Interest Earnings - Community Park District 1					-	457	2,775	4,616	6,510	8,457	10,460	12,520	14,638	16,817	19,058				
Prior Year Forward - Community Park District 1	IF_P1				-	6,644	92,512	153,875	216,986	281,896	348,656	417,319	487,938	560,571	635,273				
Less 5% Budgeted Revenues - Community Park District 1							(4,274)	(4,366)	(4,460)	(4,558)	(4,658)	(4,761)	(4,867)	(4,976)	(5,088)				
Community Park Fees - Orange Park, Lakeside, Fleming Island District 2	CC1272	FD3021			5,392	69,111	67,300	67,300	67,300	67,300	67,300	67,300	67,300	67,300	67,300	338,311	674,811		
Interest Earnings - Community Park District 2					-	170	2,122	2,910	3,721	4,555	5,412	6,294	7,201	8,134	9,094				
Prior Year Forward - Community Park District 2	IF_P2				-	1,458	70,739	97,012	124,034	151,826	180,410	209,809	240,045	271,143	303,128				
Less 5% Budgeted Revenues - Community Park District 2							(3,471)	(3,511)	(3,551)	(3,593)	(3,636)	(3,680)	(3,725)	(3,772)	(3,820)				
Community Park Fees - Keystone Heights, South Clay District 7 (45%)	CC1274	FD3023			1,619	110,772	84,600	84,600	84,600	84,600	84,600	84,600	84,600	84,600	84,600	449,172	872,172		
Interest Earnings - Community Park District 7					-	427	3,519	5,435	7,406	9,433	11,518	13,662	15,867	18,135	20,468				
Prior Year Forward - Community Park District 7	IF_P7				-	6,101	117,300	181,174	246,869	314,435	383,928	455,401	528,911	604,515	682,275				
Less 5% Budgeted Revenues - Community Park District 7							(4,406)	(4,502)	(4,600)	(4,702)	(4,806)	(4,913)	(5,023)	(5,137)	(5,253)				
Community Park Fees - Lake Asbury, Green Cove Springs District 4 (45%)	CC1273	FD3022			176,708	1,097,116	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	5,369,460	10,709,890		
Interest Earnings - Community Park District 4					-	12,973	34,336	33,713	33,071	32,412	31,734	31,036	30,318	29,580	28,821				
Prior Year Forward - Community Park District 4	IF_P4				-	34,456	1,144,545	1,123,760	1,102,383	1,080,397	1,057,784	1,034,526	1,010,606	986,004	960,701				
Less 5% Budgeted Revenues - Community Park District 4							(55,121)	(55,090)	(55,058)	(55,025)	(54,991)	(54,956)	(54,920)	(54,883)	(54,845)				
Community Park Fees - Branam Field, Oakleaf District 5 (45%)	CC1275	FD3024			31,249	558,125	529,517	529,517	529,517	529,517	529,517	529,517	529,517	529,517	529,517	2,676,193	5,323,778		
Interest Earnings - Community Park District 5					-	6,856	19,257	33,111	47,361	62,016	77,089	92,592	108,537	124,936	141,802				
Prior Year Forward - Community Park District 5	IF_P5				-	76,909	641,890	1,103,708	1,578,688	2,067,205	2,569,644	3,086,403	3,617,890	4,164,524	4,726,737				
Less 5% Budgeted Revenues - Community Park District 5							(27,439)	(28,131)	(28,844)	(29,577)	(30,330)	(31,105)	(31,903)	(32,723)	(33,566)				

Exhibit B

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
Capital Funds Revenues

Revenue Sources	Fund #	Workday Fund #	Object #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Fund Level Revenues						1	2	3	4	5	6	7	8	9	10				
Impact Fees Trans District 3	303	FD3001	324310	465,575	18,095	0	0	0	0	0	0	0	0	0	0	0	0	238,815	Impact fee continued collections before mobility fees
Interest Earnings - Impact Fee District 3 Fund	303	FD3001	361000	58,966	370,834	395,221	225,000	58,612	564	570	575	581	586	592	597	679,967	682,898	683,467	
Prior Year Forward - Impact Fee District 3 Fund & Contributions	303	FD3001	399002	7,320,838	8,885,182	7,450,425	7,502,538	5,861,205	56,431	56,968	57,509	58,055	58,607	59,163	59,725				Initial amount was transfer from Fund 305
Less 5% Budgeted Revenues - Impact Fees District 3 Fund	303	FD3001	399001				(11,250)	(2,931)	(28)	(28)	(29)	(29)	(29)	(30)	(30)				
																0	0		
Impact Fees Trans District 2	304	FD3002	324311	15,439	6,381	-	0	0	0	0	0	0	0	0	0	0	0	45,000	Impact fee continued collections before mobility fees
Interest Earnings - Impact Fee District 2 Fund	304	FD3002	361000	33,523	209,215	215,113	39,625	548	553	558	564	569	575	580	586	256,398	259,271	258,398	
Prior Year Forward - Impact Fee District 2 Fund & Contributions	304	FD3002	399002	4,440,958	4,409,354	3,762,050	3,962,504	54,803	55,323	55,849	56,380	56,915	57,456	58,002	58,553				Initial amount was transfer from Fund 305
Less 5% Budgeted Revenues - Impact Fees District 2 Fund	304	FD3002	399001				(1,981)	(27)	(28)	(28)	(28)	(28)	(29)	(29)	(29)				
Mobility Fees - Middleburg and West Clay District 1	312	FD3009	324301	164,200	318,406	375,704	350,000	325,000	189,020	189,020	189,020	189,020	189,020	189,020	189,020	1,428,744	2,373,844	7,961,744	Includes approximate cash collections
Interest Earnings - Mobility District 1				55	90,727	39,474	46,325	29,851	10,834	12,732	14,649	16,584	18,537	509	2,309	139,216	191,804		
Prior Year Forward - Mobility District 1	324321			127,812	314,366	742,955	1,158,133	746,264	1,083,372	1,273,233	1,464,898	1,658,383	1,853,707	50,886	230,939				
Less 5% Budgeted Revenues - Mobility District 1							(19,816)	(17,743)	(9,993)	(10,088)	(10,183)	(10,280)	(10,378)	(9,476)	(9,566)				
Mobility Fees - Orange Park, Lakeside, Fleming Island District 2	312	FD3011	324302	215,787	255,000	75,598	75,000	75,000	75,787	75,787	75,787	75,787	75,787	75,787	215,787	377,172	896,107		
Interest Earnings - Mobility District 2				35	1,004	37,063	34,071	38,216	42,518	47,014	51,680	56,524	61,552	(6,615)	(5,300)	198,883	356,725		
Prior Year Forward - Mobility District 2	324322			70,908	293,890	739,125	851,786	955,404	1,062,959	1,175,349	1,292,010	1,413,104	1,538,800	(330,728)	(265,014)				
Less 5% Budgeted Revenues - Mobility District 2							(5,454)	(5,661)	(5,915)	(6,140)	(6,373)	(6,616)	(6,867)	(3,459)	(10,524)				
Mobility Fees - Keystone Heights, South Clay District 7	312	FD3013	324303	49,951	55,000	89,101	65,000	65,000	61,510	61,510	61,510	61,510	61,510	61,510	61,510	342,121	649,671		
Interest Earnings - Mobility District 7				10	2,993	8,875	10,281	13,142	16,111	19,060	22,122	25,300	12,599	15,415	18,338	67,469	161,243		
Prior Year Forward - Mobility District 7	324324			19,557	87,926	159,045	257,021	328,538	402,772	476,512	553,054	632,505	314,974	385,378	458,457				
Less 5% Budgeted Revenues - Mobility District 7							(3,764)	(3,907)	(3,881)	(4,029)	(4,182)	(4,341)	(3,705)	(3,846)	(3,992)				
Mobility Fees - Lake Asbury, Green Cove Springs District 4	312	FD3012	324304	5,313,140	6,500,000	4,288,085	4,287,867	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	20,575,952	40,575,952		
Interest Earnings - Mobility District 4				270	328,246	759,023	687,965	512	76,522	153,976	232,901	313,326	395,279	478,790	563,887	1,677,997	3,662,180		
Prior Year Forward - Mobility District 4	324323			2,038,851	9,642,956	12,152,011	17,199,119	25,598	3,826,085	7,698,780	11,645,057	15,666,313	19,763,973	23,939,488	28,194,339				
Less 5% Budgeted Revenues - Mobility District 4							(248,792)	(200,026)	(203,826)	(207,699)	(211,645)	(215,666)	(219,764)	(223,939)	(228,194)				
Mobility Fees - Branan Field, Oakleaf District 5	312	FD3014	324305	1,618,818	2,300,000	1,656,694	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,656,694	15,156,694		
Interest Earnings - Mobility District 5				80	58,056	310,104	278,468	311,812	380,660	452,126	386,306	337,986	407,829	360,327	311,019	1,733,170	3,536,638	1,733,170	Adjusts as plan changes are made from FY21-22 on
Prior Year Forward - Mobility District 5	324325			1,373,631	1,705,524	5,181,567	6,961,712	7,795,290	9,516,511	11,303,138	9,657,658	8,449,649	10,195,735	9,008,173	7,775,484				
Less 5% Budgeted Revenues - Mobility District 5							(88,923)	(90,591)	(94,033)	(97,606)	(94,315)	(91,899)	(95,391)	(93,016)	(90,551)				
Revenue Sources	Fund #	Workday Fund #	Object #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Project Specific Revenue																			
Clay County Schoolboard	303	FD3001	399002		1,049,238	425,000													
Northeast Sector	306	FD3004	399002			789,928	-	-	-							789,928	789,928	789,928	Fair Share
West Sector	307	FD3005	399002			238,703	-	-	-							238,703	238,703	238,703	Fair Share
West Sector - Interest	307	FD3005	361000			8,500													
Branan Field APF Fund	309	FD3006	324220			1,869,175	-	-	-							1,869,175	1,869,175	1,869,175	Adequate Public Facility Fees
Lake Asbury APF Fund	311	FD3008	324210			637,378	-	-	-							637,378	637,378	637,378	Adequate Public Facility Fees
Sidewalk Fund	310	FD3007	324211			240,522	-	-	-							240,522	240,522	240,522	Sidewalk Fees
Subtotal - Other Revenue Funds				0	1,049,238	4,209,206	0	0	0	0	0	0	0	0	0	4,209,206	4,209,206	3,775,706	

Exhibit B

Clay County Capital Improvement Plan

TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE) - Expenditures																				
Project Name	Division #	Workday Account #	Object #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project	Comments
Radar Road US17 to Town Center Blvd	6132	PRJ100282	303		336,412	343,108	1,855,083	5,860,455								8,058,646	8,058,646		8,395,058	Awaiting Engineering 90% design.
CR315 Road Improvement - Willow Springs	6133	PRJ100283	303	9,435	438,037											0	0		447,472	Completed.
CR218 Cosmos Ave to Carter Spencer	6135	PRJ100381	304	80,565	191,139	14,659										14,659	14,659		286,363	Completed.
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln.	6107	PRJ100147	304		671,761		3,945,345									3,945,345	3,945,345		4,617,106	Scheduled completion fall 2025.
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln. (CCUA)	6107	PRJ100147B	324321				788,378									788,378	788,378		788,378	Scheduled completion fall 2025.
Proj #2 CR209 - Peters Creek south to US17 4Ln.	6108	PRJ100196	324323				2,000,000									2,000,000	2,000,000		2,000,000	Project is under construction.
Proj #3A CR209 - Peters Creek to Sandridge	6101	PRJ100199	324323				7,700,561									7,700,561	7,700,561		7,700,561	PH3A complete, PH3B complete in fall of 2025.
Proj #3B CR209 - Sandridge Intersection	6101	PRJ100199B	324323													0	0		0	
Proj #3B CR209 - Sandridge Intersection	6101	PRJ100199C	303																	
Proj #4 CR739B - Henley to west of CR209	6102	PRJ100200	324323				3,900,000									3,900,000	3,900,000		3,900,000	Scheduled for completion, spring 2025.
Proj #5 CR220 - Baxley Rd. to west of Henley Rd.	6103	PRJ100201	324325			186,653	855,967									1,042,620	1,042,620		1,042,620	Under environmental permit review - Army Corps of Engineers.
Proj #6A FCC from Maryland Ave. to US17	6104	PRJ100202	324323				4,300,000									4,300,000	4,300,000		4,300,000	Awaiting ROW acquisition and permitting .
Proj #6B FCC from SR23 to Maryland Ave.	6105	PRJ100203	324323				4,000,000									4,000,000	4,000,000		4,000,000	Scheduled for completion, summer 2025.
The Station at Radar Road Sidewalk		PRJ100394	FD3007			36,000										36,000	36,000		36,000	Completed.

Exhibit B

Clay County Capital Improvement Plan

TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section II Non-Comprehensive Plan Capital Improvements																				
Project Name	Division #	Workday Account #	Fund #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
Special Districts																				
Proj #5 CR220 - Baxley Rd. to west of Henley Rd. (NE Fair Share)	6046	PRJ100201A	FD3004													0	0		200,000	Under environmental permit review - Army Corps of Engineers.
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln. (W Fair Share)	6086	PRJ100147A	FD3005				247,000									247,000	247,000		247,000	Scheduled completion fall 2025.
Long Bay Rd Ext	6045	PRJ100279	FD3006													0	0		350,000	Adequate public facilities. Going to PRJ100279
EW 1 (NS3 to CR 209 - Block Island)	6022	PRJ100278	FD3008													0	0		4,500	Adequate public facilities, no specific project
Sidewalks - Developers	6019	PG1006	FD3007													0	0		9,222	List of projects in priority
State Road 100 - Bradford to Putnam (4 Lane)		FutureM1	324324	-	-	-	-	-	-	-	-	400,000				0	400,000	5,135,000	5,535,000	Putnam to Bradford
County Road 218 - Bluejay to Cosmos Av		FutureM2	324321	-	-	-	-	-	-	-	-	-	2,000,000			0	2,000,000	18,093,775	20,093,775	Blue Jay/Mallard Rd. to Cosmos Ave.
County Road 220 - College Dr to US 17		FutureM3	324322	-	-	-	-	-	-	-	-	-	2,000,000			0	2,000,000	34,825,903	36,825,903	C.R. 224 (College Dr) to U.S. 17
Verbena Parkway (4)		FutureM7		-	-	-	-	-	-	-	-	-	-			0	0	9,011,979	9,011,979	Henley Rd. to NS 3
NS 3 - County Road 209 to Sandridge		FutureM8		-	-	-	-	-	-	-	-	-	-			0	0	16,042,267	16,042,267	C.R. 209 to Sandridge
EW 1 - County Road 209 to NS3		FutureM9		-	-	-	-	-	-	-	-	-	-			0	0	10,734,356	10,734,356	C.R. 209 to NS 3
NS 1 (Feed Mill) - Sandridge to First Coast Connector		FutureM10		-	-	-	-	-	-	-	-	-	-			0	0	15,662,708	15,662,708	Sandridge to First Coast Connector
County Road 218 Extension		FutureM11		-	-	-	-	-	-	-	-	-	-			0	0	10,000,000	10,000,000	C.R. 218 to First Coast Connector
Green Cove Springs Bypass		FutureM13		-	-	-	-	-	-	-	-	-	-			0	0	77,763,560	77,763,560	U.S. 17 to S.R. 16
County Road 220 State Road 21 to Henley Rd		FutureM14	324325	-	-	-	-	-	-	3,500,000	3,000,000					3,500,000	6,500,000	24,665,953	31,165,953	S.R. 21 to Henley Rd.
Baxley Road		FutureM15	324325	-	-	-	-	-	-	-	-		3,000,000	3,000,000		0	6,000,000	8,333,176	14,333,176	C.R. 220 to S.R. 21
Cheswick Oaks Ave. Extension (Savannah Glen Blvd. to Challenger Dr.)		FutureM16		-	-	-	-	-	-	-	-					0	0	29,212,050	29,212,050	Savannah Glen Blvd. to Challenger Dr.
Branan Mill Road (aka Atlantis)		FutureM17		-	-	-	-	-	-	-	-					0	0	9,109,854	9,109,854	Old Jennings to Trail Ridge
Cheswick Oaks Ave. Extension (Wilford Preserve to Challenger Dr.)		FutureM18		-	-	-	-	-	-	-	-					0	0	4,337,123	4,337,123	Wilford Preserve to Challenger Dr.
State Road 16 Green Cove to First Coast Expressway		FutureM19		-	-	-	-	-	-	-	-					0	0	47,520,000	47,520,000	Green Cove Springs to FCC
State Road 16 Shands Bridge to Green Cove Springs		FutureM20		-	-	-	-	-	-	-	-					0	0	5,000,000	5,000,000	Green Cove Springs to Shands Bridge
State Road 21 State Road 16 to County Road 215 (Turn Lanes)		FutureM21		-	-	-	-	-	-	-	-					0	0	16,335,000	16,335,000	S.R. 16 to C.R. 215
County Road 315 - State Road 16 to County Road 315B		FutureM22		-	-	-	-	-	-	-	-					0	0	27,586,921	27,586,921	S.R. 16 to C.R. 315B
HWY 17 Multi-Use Trail (Future)		FutureM23		-	-	-	-	-	-	-	-					0	0	960,000	960,000	Leonard C Taylor Pkwy toward Clay-Putname county line
County Road 220 Multi-Use Trail		FutureM24		-	-	-	-	-	-	-	-					0	0	497,195	497,195	HWY 17 to Brookstone Dr
Leonard C Taylor Multi-Use Trail		FutureM25		-	-	-	-	-	-	-	-					0	0	632,833	632,833	Rio Vista Cir to Susan Dr
Cecil to Old Jennings Rd.		FutureM26		-	-	-	-	-	-	-	-					0	0	2,601,435	2,601,435	Duval-Clay county line to Blanding Blvd.
Middleburg & West Clay Walking and Biking Projects		FutureM27		-	-	-	-	-	-	-	-					0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Orange Park, Lakeside & Fleming Island Walking and Biking Projects		FutureM28		-	-	-	-	-	-	-	-					0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Lake Asbury & Green Cove Springs Walking and Biking Projects		FutureM29		-	-	-	-	-	-	-	-					0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Keystone Heights & Southwest Clay Walking and Biking Projects		FutureM30		-	-	-	-	-	-	-	-					0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Branan Field & Oak Leaf Walking and Biking Projects		FutureM31		-	-	-	-	-	-	-	-					0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Subtotal - Impact Fee Fund/Mobility\APF Funds				90,000	1,637,349	580,420	29,592,334	5,860,455	0	3,500,000	3,000,000	400,000	7,000,000	3,000,000	0	39,533,209	52,933,209	389,061,088	406,807,810	

* Mobility projects divisions are each district. 6124=Middleburg & West Clay, 6125=Orange Park, Lakeside, Fleming Island, 6126=Lake Asbury & Green Cove Springs, 6127=Keystone Heights & South Clay

6128=Branan Field & Oak Leaf

39,533,209 52,933,209

Developer Funded Projects

Verbena Parkway - Proj #7	6126	PRJ100222C	312D		831,085		8,110,781									8,110,781	8,110,781		8,941,866	Developer project, reimbursed with mobility fees
NS3 and EW1 Proj #8	6126	PRJ100223	312D		920,128											0	0	8,281,154	9,201,282	Developer project, reimbursed with mobility fees

Exhibit C

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
 Capital Funds Revenues

Revenue Sources	Workday Fund #	Object #	Funding Code	FY19-20 Actuals	FY20-21 Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	Five Year Project Total	Revenue Totals	Comments
Fund Level Revenues														
Interest Earnings - 2020 Bond Fund	FD3010	361000		355,021	192,657	283,209	2,270,311	2,543,638	484,415			6,558,762		Interest
Prior Year Carry Forward - 2020 Bond Fund	FD3010	399002		0	129,249,192	124,790,635	108,601,935	85,796,202	32,294,325	(3,708,942)				Spend down of Fund Balance
Clay County Utility Authority Project Contributions	FD3010	366000					1,501,558	82,212	3,778,718			5,362,488		
Florida Department of Transportation	FD3010	334400										-		
Subtotal - 2020 Bond Fund	FD3010	320		129,363,402	129,441,849	125,073,844	112,373,804	88,422,052	36,557,458	(3,708,942)	0			

Exhibit C

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028
 Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE) - Expenditures

Project Name	Workday Account #	Workday Fund #	Funding Code	FY19-20 Actuals	FY20-21 Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	Five Year Project Total	Total Project	Comments
Proj #1 CR218 - Pinetree Ln. to Cosmos Ave. 4Ln.	PRJ100147	FD3010	BP	23,294	1,407,322	2,047,155	598,755	3,590,923	10,886,417	0		15,076,095	18,553,866	Scheduled completion fall 2025.
Proj #1 CR218 - Pinetree Ln. to Cosmos Ave. 4Ln. (CCUA)	PRJ100147B	FD3010	BP						2,006,879			2,006,879	2,006,879	Scheduled completion fall 2025.
Proj #2 CR209 - Peters Creek south to US17 4Ln.	PRJ100196	FD3010	BP	13,599	437,017	1,134,062	2,333,595	11,017,203	6,103,214	0		17,120,417	21,038,690	Project is under construction.
Proj #2 CR209 - Peters Creek south to US17 4Ln. (FDOT)	PRJ100196B	FD3010	BP					1,000,770	739,399			1,740,169	1,740,169	Project is under construction.
Proj #3A CR209 - Peters Creek to Sandridge	PRJ100199	FD3010	BP	23,193	582,474	1,865,579	2,461,744	2,877,663	10,422,198	0		13,299,861	18,232,851	PH3A complete, PH3B complete in fall of 2025.
Proj #3B CR209 - Sandridge Intersection	PRJ100199B	FD3010	BP					0		0	0	0	0	
Proj #4 CR739B - Henley to west of CR209	PRJ100200	FD3010	BP	23,261	656,920	1,801,469	9,289,890	14,663,562	2,128,154	0		16,791,716	28,563,256	Scheduled for completion, spring 2025.
Proj #4 CR739B - Henley to west of CR209 (CCUA)	PRJ100200B	FD3010	BP						1,501,558	0		1,501,558	1,501,558	Scheduled for completion, spring 2025.
Proj #5 CR220 - Baxley Rd. to west of Henley Rd.	PRJ100201	FD3010	BP	14,033	462,882	978,568	1,708,007	244,200	841,284	0		1,085,484	4,248,974	Under environmental permit review - Army Corps of Engineers.
Proj #6A FCC from Maryland Ave. to US17	PRJ100202	FD3010	BP	13,735	325,503	932,556	2,109,331	2,952,968	741,109	0		3,694,077	7,075,202	Awaiting ROW acquisition and permitting .
Proj #6A FCC from Maryland Ave. to US17 (CCUA)	PRJ100202B	FD3010	BP							0		0	0	
Proj #6A FCC from Maryland Ave. to US17 (FDOT)	PRJ100202C	FD3010	BP						0	0		0	0	
Proj #6B FCC from SR23 to Maryland Ave.	PRJ100203	FD3010	BP	3,095	799,259	3,598,271	9,672,349	19,780,438	4,896,188	0		24,676,626	38,749,600	Scheduled for completion, summer 2025.
Subtotal - 2020 Bond Fund				114,210	1,407,322	12,357,660	28,173,671	56,127,727	40,266,400	0		96,394,127	0 141,711,044	Includes proceeds, CCUA, interest earned

Exhibit D

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
 Capital Funds Revenues

Revenue Sources	Workday Fund #	Object #	Funding Code	FY19-20 Actuals	FY20-21 Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	Five Year Project Total	Revenue Totals	Comments
Fund Level Revenues														
Interest Earnings - 2024 Bond Fund	FD3025	361000						252,363	1,591,973	355,826	227,222			Interest
Prior Year Carry Forward - 2024 Bond Fund	FD3025	399002							63,678,903	14,233,045	9,088,871			Spend down of Fund Balance
Bond Proceeds - 2024 Bond Fund	FD3025	384100						65,000,000						
Subtotal - 2024 Bond Fund	FD3025				0	0	0	65,252,363	65,270,876	14,588,871	9,316,092			

Exhibit D

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028
 Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE) - Expenditures

Project Name	Workday Account #	Workday Fund #	Funding Code	FY19-20 Actuals	FY20-21 Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY23/24 - End Project Total	Total Project	Comments
Fire Station 24 - Virginia Village	PRJ100286								8,370,433				8,370,433	Under environmental evaluation; bid delayed up to 12 months.
Fire Station 20 - GCS	PRJ100190							1,201,384	9,592,937				10,794,321	Construction at 50%.
Fire Station 22 - Fleming Island	PRJ100357							236,595	13,626,505				13,863,100	At 90% IRC; Version 2 failed, requires resubmittal.
Fire Station 15 - Lake Asbury	PRJ100285								5,250,000	5,500,000			10,750,000	Awaiting land acquisition.
Fire Station 1 - Branan Field	PRJ100563							135,481	11,276,863				11,412,344	At 90% IRC; Version 2 failed, requires resubmittal.
Radio Tower - Sleepy Hollow	PRJ100756								2,921,093				2,921,093	Contract signed, PO issued.
													0	
													0	
													0	
													0	
													0	
													0	
Subtotal - 2024 Bond Fund				0	0	0	0	1,573,460	51,037,831	5,500,000		58,111,291	0	58,111,291

Exhibit E

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
Capital Funds Revenues

Revenue Sources	Workday Fund #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Solid Waste Fund	FD4000	-		45,437	1,150,000	6,820,000	4,600,000	5,400,000						18,015,437	18,015,437	18,015,437	Charges for Service
Building Fund	FD1028	-	2,334,912	347,900	12,001,038	-	-							12,348,938	12,348,938	14,683,850	Building Fees
Public Safety \$12.50 Surcharge Expenses	FD3000	463,527												0	0	463,527	
Atlantis Drive (CCUA Funding)	PRJ100198	0												0	0	0	CCUA paying \$1,108,792 (Paid Feb FY20-21), State paying \$2,065,000
Fairgrounds Sewer Improvements	PRJ100173				645,000									645,000	645,000	645,000	
Animal Services Building (Sponsorship)	PRJ100210A				1,000,000									1,000,000	1,000,000	1,000,000	Sponsorship CC
DEO Grant - NE Sports Complex	PRJ100304		200,000											0	0	200,000	
Aquarius Concourse (CCUA Funding)	PRJ100386	620,451	1,484,997											0	0	2,105,448	CCUA paid \$2,105,447 July 2022
Pickleball Courts (City of GCS Funding)	PRJ100356		15,000											0	0	15,000	City of GCS paid \$15,000 Sept 2023
Subtotal Funds		1,083,978	4,034,909	393,337	14,796,038	6,820,000	4,600,000	5,400,000						32,009,375		37,128,262	

Exhibit E

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE)																		
Project Name	Workday Account #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
Subtotal Other Projects - Capital Improvement Element (CIE)		0	0	0	0	0	0	0						0	0		0	

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section II Non-Comprehensive Plan Capital Improvements																		
Project Name	Workday Account #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
ENVIRONMENTAL																		
Solid Waste Materials Recovery Facility Improvements	PRJ100292			45,437	3,652,053									3,697,490	3,697,490		3,697,490	In bid process.
Leachate System Improvements	PRJ100732				75,000									75,000	75,000		75,000	Engineering firm JEA providing quotes.
Solid Waste Transfer Station	PRJ100742				150,000	1,000,000	4,600,000	5,400,000						11,150,000	11,150,000		11,150,000	Identifying property site.
Solid Waste Class I and C&D Building Improvements	PRJ100743				1,000,000	5,820,000								6,820,000	6,820,000		6,820,000	Project on hold.
Subtotal Solid Waste Fund		0	0	45,437	4,877,053	6,820,000	4,600,000	5,400,000	0	0	0	0	0	21,742,490	21,742,490		21,742,490	
OTHER PROJECTS																		
Building Department Building	PRJ100387		2,334,912	347,900	12,001,038									12,348,938	12,348,938		14,683,850	Under construction, scheduled completion Jan. 2026.
Fairgrounds Sewer Improvements	PRJ100173				645,000									645,000	645,000		645,000	Project within scope.
Animal Services Building (Sponsorship)	PRJ100210A				1,000,000									1,000,000	1,000,000		1,000,000	School sponsorship through Sponsorship CC
DEO Grant - NE Sports Complex	PRJ100304		200,000											0	0		200,000	PH1 completion scheduled for April 2025.
Aquarius Concourse (CCUA Funding)	PRJ100386	650,000	1,455,448											0	0		2,105,448	Completed.
Pickleball Courts (City of GCS Funding)	PRJ100356		15,000											0	0		15,000	Completed.
Subtotal Other Projects		650,000	4,005,360	347,900	13,646,038	0	0	0						13,993,938	13,993,938		18,649,298	

Exhibit F

Clay County Capital Improvement Plan

TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Capital Funds Revenues																		
Revenue Sources	Fund #	Workday Fund #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Project Total	Revenue Totals	Comments
Project Specific Revenue				1	2	3	4	5	6	7	8	9	10					
DEO Grant - NE Sports Complex (PRJ304)	305	FD3003	1,414,969	1,585,031											0	0	3,000,000	Received \$1,000,000 FY21-22
State Appropriation - Regional Sports Complex Phase II (PRJ304)		FD3003				500,000									500,000	500,000	500,000	State Appropriation - Sport Complex Phase II
State Grant - FDACS Fairgrounds Project (PRJ302)	305	FD3003	27,403	126,069		756,528									756,528	756,528	910,000	FDACS State grant agreement amounts
Fairgrounds - FDACS Exhibit Hall Remodel (PRJ301)	6067A	FD3003	75,871	424,129											0	0	500,000	FDACS State grant agreement amounts. Completed
State Grant - SR23 Frontage Trail Ridge (PRJ347)	305	FD3003		269,374		966,882	1,763,744								2,730,626	2,730,626	3,000,000	LAP agreement expires June 30, 2027
State Grant - CR220 - SR21 (Blanding Blvd) to Henley (PRJ212)	305	FD3003		173,342	144,696	3,165,098	516,864								3,826,658	3,826,658	4,000,000	LAP agreement expires June 30, 2027
State Grant - Greenway Trail (Design) (PRJ365)	305	FD3003		282,808	89,249	127,943									217,192	217,192	500,000	Grant agreement for trail design
State Grant - Greenway Trail Construction (PRJ407)		FD3003				50,000	1,450,000								1,500,000	1,500,000	1,500,000	Grant agreement for construction
St. Grant (LAP) - CR220 West of Lakeshore Dr to Old Hard Rd (PRJ395)	305	FD3003			35,000										35,000	35,000	35,000	LAP agreement amounts
St. Grant (LAP) - CR220 Int. Impr. - Lakeshore Dr to Old Hard Rd (PRJ414)		FD3003				1,783,983									1,783,983	1,783,983	1,783,983	LAP agreement amounts. BCC approved 12/13/22
Moccasin Slough Tower, Classroom Boardwalk (PRJ391)	305	FD3003				1,700,000									1,700,000	1,700,000	1,700,000	\$200K and \$1.5M agreements/appropriations
State Financial Assistance for Jail Expansion Grant (PRJ331)		FD3003				1,000,000									1,000,000	1,000,000	1,000,000	Public Safety Grant tied with ARPA Health Dept Reno
Federal Grant (LAP) - CR220-Town Center Intersection (PRJ299)	305	FD3003		413,180											0	0	413,180	LAP agreement amounts
Federal Grant (LAP) - Sidewalk-CR218 Clay Elem. to Taylor Rd (PRJ330)	305	FD3003			437,421	353,376									790,797	790,797	790,797	LAP agreement amounts
Federal Grant - Ridaught Landing Drainage (PRJ293)	305	FD3003	14,925	3,603	-										0	0	18,528	Agreement = \$23,523, fund 131 reimb \$16,022.75
Federal Grant - Knight Box CR220 Drainage Improvements (PRJ294)	305	FD3003	35,336	67,535	-										0	0	102,871	Agreement = \$111,868, fund 131 reimb \$16,277.72
Federal Grant - Tumbleweed Dr Tanglewood Drainage Improve (PRJ295)	305	FD3003	14,562	26,545	-										0	0	41,107	FEMA agreement amounts
Federal Grant - Homestead Rd Drainage Improvements (PRJ296)	305	FD3003	8,825	15,113											0	0	23,938	FEMA agreement amounts, Expires 8/31/21
Federal Grant - Greenwood Drainage Improvements (PRJ297)	305	FD3003	17,946	85,851	-										0	0	103,797	Agreement = \$119,381, fund 131 reimb \$17,171.25
State Grant - Fire Station #15 (PRJ285)		FD3003				750,000									750,000	750,000	750,000	Grant agreement for construction
State Grant - Fire Station #20 (PRJ190)		FD3003				750,000									750,000	750,000	750,000	Grant agreement for construction
State Grant - Fire Station #24 (PRJ286)		FD3003				750,000									750,000	750,000	750,000	Grant agreement for construction
Federal Grant - FEMA - Fire Station #24 (PRJ286)		FD3003				2,577,935									2,577,935	2,577,935	2,577,935	Shands Pier FEMA for Fire Station 24 construction
State Grant - Substance Use Disorder Recovery Center (PRJ564)		FD3003				500,000	2,500,000								3,000,000	3,000,000	3,000,000	FL Dept Children & Families Expires June 30, 2028.
State Grant - Clay County Regional Sports Complex (PRJ304B)		FD3003			667,901	332,099									1,000,000	1,000,000	1,000,000	Grant agreement for construction
Turn Lanes - Regional Sports Complex (PRJ469)		FD3003		1,486,382											0	0	1,486,382	Grant agreement for design and construction
State Grant - Clay County Greenways Expansion (PRJ560)		FD3003				1,000,000									1,000,000	1,000,000	1,000,000	Grant agreement for construction
Spencer Industrial Complex (PRJ561)		FD3003				562,500	3,000,000								3,562,500	3,562,500	3,562,500	Design/Construction FY23-24. Grant pays \$4.75 mil. County pays 25%
Petco Love Animal Welfare Organizations (AWO) (PRJ210)		FD3003		50,000		50,000									50,000	50,000	100,000	Received Contribution \$50,000 in May FY22-23
State Appropriation - Oakleaf Library (PRJ526)		FD3003				750,000									750,000	750,000	750,000	State Appropriation - Oakleaf Library Design
Federal Grant-Indigo Branch (PRJ450)		FD3003				206,034									206,034	206,034	206,034	Hazard Mitigation Grant Program (90%)
State Grant (LAP) - CR220 (Henley Rd to Knight Boxx) (PRJ171)		FD3003				9,779,412	6,497,174								16,276,586	16,276,586	16,276,586	LAP Agreement amounts. Exp. 12/31/2027
State Grant (LAP) - SR15 (US17) (CR315 to CR209) (PRJ196)		FD3003				1,740,169									1,740,169	1,740,169	1,740,169	LAP Agreement expires Dec 31, 2027
State Grant - SUNTrail Long Bay-Old Jennings to Live Oak Lane (PRJ653)		FD3003				600,000	6,500,000	7,000,000	2,951,455						17,051,455	17,051,455	17,051,455	FDOT Agreement for Florida Shared-Use Nonmotorized Trail
Subtotal - Grants	305	FD3003	1,609,837	5,008,962	1,374,267	30,751,959	22,227,782	7,000,000	2,951,455	0	0	0	0	0	64,305,463	64,305,463	70,924,262	Grants agreement for construction

Exhibit F

TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE)																			
Project Name	Division #	Workday Account #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget						Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project	Comments
SR23 Frontage Trail Ridge	6096A	PRJ100347	1,805	265,134	65,350	966,882	1,700,829								2,733,061	2,733,061		3,000,000	LAP agreement expires June 30, 2027
CR220 - SR21(Blanding Blvd) to Henley (Quad West)	6115	PRJ100212		80,206	66,756	3,165,098	687,940								3,919,794	3,919,794		4,000,000	Carryover to completion, State paying \$4,000,000
CR220 (Henley Rd to Knight Boxx)		PRJ100171				9,779,412	6,497,174								16,276,586	16,276,586		16,276,586	LAP agreement
Subtotal - Grants - Capital Improvement Element (CIE)			1,805	345,340	132,106	13,911,392	8,885,943	0	0	0	0	0	0	0	22,929,441	22,929,441		23,276,586	

TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section II Non-Comprehensive Plan Capital Improvements																			
Project Name	Division #	Workday Account #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget						Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project	Comments
DEO Grant - NE Sports Complex	6120A	PRJ100304	1,414,969	1,585,031											0	0		3,000,000	PH1 completion scheduled for April 2025.
State Appropriation - Regional Sports Complex Phase II (PRJ304)		PRJ100304C				500,000									500,000	500,000		500,000	State Appropriation - Sport Complex Phase II
Fairgrounds - FDACS Livestock Pavilion Infrastr	6067B	PRJ100302	27,403	126,029		756,568									756,568	756,568		910,000	Out for bid.
Fairgrounds - FDACS Exhibit Hall Remodel	6067A	PRJ100301	75,871	424,129											0	0		500,000	Completed.
Greenway Trail-Jennings Park (Design)	6159	PRJ100365		282,808	89,429	127,763									217,192	217,192		500,000	In bid process.
Greenway Trail Construction		PRJ100407				50,000	1,450,000								1,500,000	1,500,000		1,500,000	In bid process.
Moccasin Slough Tower, Classroom Boardwalk		PRJ100391				1,700,000									1,700,000	1,700,000		1,700,000	\$200K and \$1.5M agreements/appropriations
CR220 West of Lakeshore Drive to Old Hard Road		PRJ100395				35,000									35,000	35,000		35,000	Completed.
CR220 Int. Impr. - Lakeshore Drive to Old Hard Road		PRJ100414				1,783,983									1,783,983	1,783,983		1,783,983	Construction begins early Jan. 2025.
Sidewalk - Doctors Inlet Elementary School	Prop	PRJ100608													0	0		0	Completed.
CR220 - Town Center Intersection	6117A	PRJ100299		413,180											0	0		413,180	Completed.
Sidewalk - CR218-Clay Hill Elem to Taylor Rd.	6116A	PRJ100330			818,664	0									818,664	818,664		818,664	Grants has submitted for final reimbursement.
Ridaught Landing Drainage Improvements	6092A	PRJ100293	14,925	3,603											0	0		18,528	Completed.
Knight Boxx & CR220 Drainage Improvements	6092C	PRJ100294	35,336	67,535											0	0		102,871	Grants has in grant closeout process.
Tumbleweed Dr.-Tanglewood Village Drainage	6092D	PRJ100295	14,562	26,545											0	0		41,107	Grants has in grant closeout process.
Homestead Rd Drainage - Tanglewood	6092E	PRJ100296	8,825	15,113											0	0		23,938	Grants has in grant closeout process.
Greenwood Drainage Improvements	6092F	PRJ100297	17,946	85,851											0	0		103,797	Grants has in grant closeout process.
Fairgrounds Sewer Improvements	6067	PRJ100173	0												0	0		0	Project within scope.
State Financial Assistance for Jail Expansion		PRJ100331				1,000,000									1,000,000	1,000,000		1,000,000	Department engaged with architect for design.
Fire Station #15 (State Appropriation)		PRJ100285				750,000									750,000	750,000		750,000	Awaiting land acquisition.
Fire Station #20 (State Appropriation)		PRJ100190				750,000									750,000	750,000		750,000	Construction at 50%.
Fire Station #24 (State Appropriation)		PRJ100286				750,000									750,000	750,000		750,000	Under environmental evaluation; bid delayed up to 12 months.
Fire Station #24 (FEMA)		PRJ100286A				2,577,935									2,577,935	2,577,935		2,577,935	Under environmental evaluation; bid delayed up to 12 months.
Substance Use Disorder Recovery Center		PRJ100564				500,000	2,500,000								3,000,000	3,000,000		3,000,000	Project within scope.
Clay County Regional Sports Complex		PRJ100304B			667,901	332,099									1,000,000	1,000,000		1,000,000	PH1 completion scheduled for April 2025.
Turn Lanes - Regional Sports Complex		PRJ100469			1,450,229	49,771									1,500,000	1,500,000		1,500,000	Completed.
Oakleaf Library		PRJ100526A				750,000									750,000	750,000		750,000	Awaiting land acquisition, site plans and design.
Clay County Greenways Expansion		PRJ100560				1,000,000									1,000,000	1,000,000		1,000,000	In bid process.
Spencer Industrial Complex		PRJ100561			174,231	562,500	2,825,769								3,562,500	3,562,500		3,562,500	100% Engineer estimate = \$7,130,323. To bid Jan 2025.
Petco Love Animal Welfare Organizations (AWO)		PRJ100210		50,000	0	50,000									50,000	50,000		100,000	added to PRJ100210 Design. Construction contract signed.
Indigo Branch (HMPG)		PRJ100450			90,864	115,170									206,034	206,034		206,034	Dept in design review. Needs contract extension.
SUNTrail Long Bay-Old Jennings to Live Oak Lane		PRJ100653				600,000	6,500,000	7,000,000	2,951,455						17,051,455	17,051,455		17,051,455	Ageement to BoCC Jan 2025. FDOT agreement exp. 6/30/26.
Subtotal - Grants - Non-Comprehensive Capital Improvements			1,609,837	3,079,824	3,291,318	14,740,789	13,275,769	7,000,000	2,951,455	0	0	0	0	0	41,259,331	41,259,331		45,948,992	

Exhibit F

American Rescue Plan Act (ARPA) Spending Plan

EXPENDITURES FY21-22 THROUGH FY24-25

American Rescue Plan Revenues									
Revenue Sources	ARPA Code	Workday Account #	Fund #	FY21-22 Audited Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget		Comments
Subtotal American Rescue Plan Fund			FD1054	42,500,000	37,574,795	24,557,635	7,731,144	0	Fund Balance Adjustments
Interest Earning - American Rescue Plan Fund				82,229	1,494,162	957,407			
Subtotal - American Rescue Plan Fund				42,582,229	39,068,957	25,515,042	7,731,144		

American Rescue Plan Expenditures									
Project Name	ARPA Code	Workday Account #	Fund #	FY 21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	Total Project	Comments
Constitutional Requests	ARPA12	ARPA12	FD1054		79,802			79,802	Project Complete
Clerk's Office - Workday	ARPA13	ARPA13	FD1054	656,889	468,258			1,125,147	Project Complete
Clerk's Office - VPN	ARPA15	ARPA15	FD1054					0	
Clerk's Office - Ipads for Check In	ARPA21	ARPA21	FD1054					0	
Clerk's Office - Laptops and Cameras	ARPA22	ARPA22	FD1054					0	Waiting on quotes
Community Programs - SBDC until 2024	ARPA28	ARPA28	FD1054	150,000				150,000	Fully executed.
Community Programs - Workforce Housing Subsidy	ARPA29	ARPA29	FD1054	600,000	80,000			680,000	Fully executed. Urban Land Institute
Timberline Drive	ARPA35	ARPA35	FD1054					0	
Robert Paine Street and William Ellery Street	ARPA36	ARPA36	FD1054					0	
Silverado Stormwater Improvements	ARPA37	ARPA37	FD1054					0	
Laurel Drive Stormwater Improvements	ARPA38	ARPA38	FD1054					0	
CR220 (Henley Rd to Knight Boxx)	PRJ100171A	PRJ100171A	FD1054				3,102,637	3,102,637	Final Completion no later than Aug 13, 2026.
Fire Station 20 Green Cove Springs	PRJ100190A	PRJ100190	FD1054			1,000,000		1,000,000	Construction at 50%.
Proj #3B CR209 - Sandridge Intersection	PRJ100199A	PRJ100199	FD1054			1,847,999		1,847,999	PH3A complete, PH3B complete in fall of 2025.
DEO Grant - NE Sports Complex	PRJ100304A	PRJ100304	FD1054		1,977,442	1,099,291	22,520	3,099,253	PH1 completion scheduled for April 2025.
Purchase Of Rescue Units	PRJ100319	PRJ100319	FD1054		1,165,060			1,165,060	Near completion Dec 2024; balance early 2025.
Pediatric Simulator ARPA projects (M&E Cap)	PRJ100319A	PRJ100319	FD1054			9,739		9,739	Near completion Dec 2024; balance early 2025.
Keystone Lakes Projects	PRJ100319B	PRJ100319	FD1054					0	
Courthouse Camera and Security	PRJ100319C	PRJ100319	FD1054		814,576	444,765	6,234	1,265,575	Near completion Dec 2024; balance early 2025.
Administrative Expenses/Rentals-Leases	PRJ100319D	PRJ100319	FD1054	279,693	363,550	21,271		664,514	Near completion Dec 2024; balance early 2025.
Smart North Florida	PRJ100319E	PRJ100319	FD1054		130,780		15,000	145,780	Near completion Dec 2024; balance early 2025.
Jail Improvements/Conversion	PRJ100331	PRJ100331	FD1054	248,400	19,310	821,948		1,089,658	To be completed with CIP dollars
Countywide Storm Water Improvements	PRJ100332	PRJ100332	FD1054			-		0	Distributing to drainage
Drainage - Hagans Court	PRJ100332A		FD1054		62,088			62,088	Completed.
Drainage - Hibernia Forest Drive	PRJ100332B		FD1054		106,035			106,035	Completed.
Drainage - Live Oak Lane	PRJ100332C		FD1054		77,022			77,022	Completed.
Drainage - Honeysuckle Circle	PRJ100332D		FD1054		105,830			105,830	Completed.
Drainage - Morningside at Aletha	PRJ100332E	PRJ100332	FD1054		58,387			58,387	Completed.
Broadband Project	PRJ100333	PRJ100333	FD1054	1,000,000		1,000,000		2,000,000	Completed.
Health Department Renovation	PRJ100334	PRJ100334	FD1054	102,005	3,214,851	2,760,237		6,077,093	Awaiting warranty.
Refund County Based Health Plan	PRJ100336	PRJ100336	FD1054	1,954,907	534,607			2,489,514	Completed.
Neptune Park - Phase II - Multipurpose Fields	PRJ100355A	PRJ100355	FD1054				77,402	77,402	Awaiting permit; scheduled completion 2025.
Storm Water/Infrastructure Study	PRJ100368	PRJ100368	FD1054	15,540	196,047	662,563	404,509	1,278,659	Awaiting deliverables.

American Rescue Plan Expenditures

Project Name	ARPA Code	Workday Account #	Fund #	FY 21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	Total Project	Comments
CR220 Int. Impr. - Lakeshore Drive to Old Hard Road	PRJ100414A	PRJ100414	FD1054				1,049,276	1,049,276	Construction begins early Jan. 2025.
Park - Twin Lakes Pickleball	PRJ100419	PRJ100419	FD1054		159,022			159,022	Completed.
Park - Island Forest Playground	PRJ100420	PRJ100420	FD1054			47,728		47,728	Awaiting warranty.
Park - WE Varnes - Playground	PRJ100421	PRJ100421	FD1054			118,828		118,828	Completed.
Indigo Branch Drainage	PRJ100369	PRJ100369	FD1054					0	
Pine Ridge Project	PRJ100370	PRJ100370	FD1054		665,871			665,871	Completed.
Park - WE Varnes - Pickleball	PRJ100422	PRJ100422	FD1054		174,422			174,422	Completed.
Park - Walter Odum Park Drainage Improvements	PRJ100423	PRJ100423	FD1054			1,034,260	341,835	1,376,095	Scheduled completion Jan 2025.
Park - Eagle Harbor Drainage Improvements	PRJ100424	PRJ100424	FD1054				509,950	509,950	Awaiting permits - SOP or MS4 (constraints)
Park - Carl Pugh Drainage Improvements	PRJ100425	PRJ100425	FD1054					0	Project closed.
Park - Ronnie Van Zant Erosion Control & Stabilization	PRJ100426	PRJ100426	FD1054			583,840		583,840	Awaiting warranty.
Park - Ronnie Van Zant Dock Replacement	PRJ100427	PRJ100427	FD1054					0	Project closed.
Storm Water Improvements-Grove Park Dr E & Grove Park Lane	PRJ100428	PRJ100428	FD1054		484,595			484,595	Completed.
Habitat Drainage	PRJ100429	PRJ100429	FD1054		85,925			85,925	Completed.
Care Connect Information Network	PRJ100430	PRJ100430	FD1054		50,000	50,000		100,000	Completed.
Drainage - Botany Street	PRJ100431	PRJ100431	FD1054		162,739			162,739	Completed.
Community Programs	PRJ100432	PRJ100432	FD1054		207,142	501,866	78,296	787,304	Not getting contract extensions.
Drainage - Olde Sutton Parke Drive	PRJ100434	PRJ100434	FD1054		111,520			111,520	Completed.
Drainage - Scorpio Lane	PRJ100435	PRJ100435	FD1054		181,016			181,016	Completed.
Drainage - Morningside Drive and Acorn Manor	PRJ100436	PRJ100436	FD1054		75,909			75,909	Completed.
Drainage - Henley Road	PRJ100437	PRJ100437	FD1054		454,178			454,178	Completed.
Drainage - Oak Drive South	PRJ100438	PRJ100438	FD1054		183,654			183,654	Completed.
Drainage - Industrial Loop	PRJ100439	PRJ100439	FD1054		317,525			317,525	Completed.
Network Infrastructure Replacement	PRJ100441	PRJ100441	FD1054		191,899	292,671	165,151	649,721	Cyber Security Enhancements
Drainage - Acorn Chase Drive	PRJ100442	PRJ100442	FD1054		178,093			178,093	Completed.
CCSO Jail Air Handlers Replacement	PRJ100443	PRJ100443	FD1054		321,833	375,835		697,668	Completed.
Mental Health Counselor	PRJ100446	PRJ100446	FD1054		52,673			52,673	Completed.
Filmore Street Drainage Improvements	PRJ100448	PRJ100448	FD1054		305,449			305,449	Completed.
Clerk's Office - Office 365	PRJ100451	PRJ100451	FD1054		80,309			80,309	Completed.
Physical Security Enhancements	PRJ100452	PRJ100452	FD1054		53,500	81,656		135,156	Completed.
Drainage - 620 Arthur Moore Drive	PRJ100453	PRJ100453	FD1054		133,624			133,624	Completed.
Clerk's Office - Network Switches	PRJ100454	PRJ100454	FD1054		289,855	18,890		308,745	Completed.
Drainage - Kiowa Avenue	PRJ100455	PRJ100455	FD1054		82	192,870		192,952	Completed.
Drainage - Mesquite Avenue	PRJ100456	PRJ100456	FD1054		82	354,960		355,042	Completed.
Drainage - Tanglewood Boulevard (ARPA)	PRJ100457	PRJ100457	FD1054		82	188,439		188,521	Completed.
Acorn Chase Lining Improvements	PRJ100461	PRJ100461	FD1054			117,565		117,565	Completed.
Harbor Island DR and Starboard Ct Stormwater Improvements	PRJ100462	PRJ100462	FD1054			607,935		607,935	Completed.
Panda Ave Stormwater Improvements	PRJ100463	PRJ100463	FD1054		85,773	256,501		342,274	Completed.
Multi Factor Authentication Implementation	PRJ100464	PRJ100464	FD1054		4,193	33,031	74,113	111,337	Scheduled completion end of Jan 2025.
Clerk's Office - Server Room UPS	PRJ100467	PRJ100467	FD1054		46,711			46,711	Completed.
Video Storage and Camera System Upgrades	PRJ100484	PRJ100484	FD1054			316,512	39,233	355,745	Scheduled completion during 2025.
Firewatch	PRJ100518	PRJ100518	FD1054				20,000	20,000	Scheduled completion during 2025.
Way Free Clinic - Mobile Medical	PRJ100567	PRJ100567	FD1054			62,109	71,360	133,469	Waiting on trailer and wrapping.
Clay County Development Authority (CCDA) College Drive Property	PRJ100584	PRJ100584	FD1054					0	Moved to way free
Studio Setup at EOC	PRJ100585	PRJ100585	FD1054			22,457		22,457	Completed.
Crosswalk at Thunderbolt School - 4 way stop	PRJ100586	PRJ100586	FD1054			26,969		26,969	Completed.

American Rescue Plan Expenditures									
Project Name	ARPA Code	Workday Account #	Fund #	FY 21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	Total Project	Comments
Fire Station 15 (partial property)	PRJ100587	PRJ100587	FD1054					0	
Library on the Go	PRJ100588	PRJ100588	FD1054					0	
Park on the Go	PRJ100589	PRJ100589	FD1054					0	
Williams Park Boat Ramp	PRJ100590	PRJ100590	FD1054					0	Project canceled.
Veterans Park (Feasibility Study and Site Plan)	PRJ100591	PRJ100591	FD1054			85,000		85,000	Completed.
Septic to Sewer Plan - County Wide	PRJ100592	PRJ100592	FD1054			134,562	165,439	300,001	Awaiting deliverables.
Drainage - Silverado Circle	PRJ100596	PRJ100596	FD1054			147,624		147,624	Completed.
Drainage - Sandy Hollow	PRJ100618	PRJ100618	FD1054			574,457		574,457	Completed.
Way Free Clinic	PRJ100630	PRJ100630	FD1054			256,311		256,311	Completed.
Apopka Drive Stormwater Improvements	PRJ100644	PRJ100644	FD1054			121,782		121,782	Completed.
Clerk's Office - Email Security Upgrade	PRJ100655	PRJ100655	FD1054			37,266		37,266	Completed.
Clerk's Office - Cohesity Backup	PRJ100656	PRJ100656	FD1054			157,065		157,065	Completed.
Clerk's Office - Fortinet AP Co-term	PRJ100657	PRJ100657	FD1054			5,939		5,939	Completed.
Henley Road Drainage - ARPA	PRJ100658	PRJ100658	FD1054			159,762		159,762	Completed.
Richards Road-part of Indigo Branch	PRJ100725	PRJ100725	FD1054			459,770	4,994	464,764	Completed.
Clerk's Office - HR Program	PRJ100728	PRJ100728	FD1054					0	Project canceled.
Drainage - Robert Paine Street	PRJ100735	PRJ100735	FD1054			140,739		140,739	Completed.
Clerk's Office - Scanning Project	PRJ100746	PRJ100746	FD1054			183,000		183,000	Completed. Last invoice being processed.
Drainage - Aquarius Concourse and Centura Dr Intersection	PRJ100747	PRJ100747	FD1054			97,127		97,127	Completed.
Drainage - Gay Road	PRJ100748	PRJ100748	FD1054			270,759	1,889	272,648	Completed.
Drainage - Richard Lee Street	PRJ100771A	PRJ100771	FD1054				801,096	801,096	Under construction.
Drainage - Robin Road	PRJ100772A	PRJ100772	FD1054				182,187	182,187	Under construction.
Drainage - Laurel Drive	PRJ100773A	PRJ100773	FD1054				223,524	223,524	Under construction.
Drainage - Timberline	PRJ100774A	PRJ100774	FD1054					0	Under construction.
Moody Ave. Emergency Repair	PRJ100790	PRJ100790	FD1054					0	Completed.
Drainage - Breckenridge Drive	PRJ100799	PRJ100799	FD1054				28,466	28,466	Under construction.
Drainage - Marquis Drive	PRJ100798	PRJ100798	FD1054				86,698	86,698	Under construction.
Drainage - Loch Rane Boulevard	PRJ100801	PRJ100801	FD1054					0	Under construction.
Drainage - Halperns Way	PRJ100811	PRJ100801	FD1054				62,972	62,972	
Drainage - Capella Road	PRJ100812	PRJ100801	FD1054				196,363	196,363	
GRAND TOTAL				5,007,434	14,511,321	17,783,898	7,731,144	45,033,797	

CLAY COUNTY RESOLUTION NO. 2024/2025-

**RESOLUTION OF THE CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
AMENDING THE BUDGET FOR FISCAL YEAR 2024-25; PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the budget for fiscal year 2024-2025 of the Board of County Commissioners was duly adopted on September 24, 2024, and

WHEREAS, Chapter 129.06(4) of the Florida Statutes stipulates that all unexpended balances of appropriations at the end of the fiscal year shall revert to the fund from which the appropriation was made, and

WHEREAS, revenues have been adjusted based on estimated actuals, and

WHEREAS, Chapter 129.06(2)(b) of the Florida Statutes stipulates that appropriations from the reserve for contingencies may be made to increase the appropriation for any particular expense in the same fund,

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, as follows:

The Clay County Board of County Commissioners hereby adopts the cash carry forward, revenues and appropriations for fiscal year 2024-2025 as identified in Attachment "A" (Budget Amendment-00001719) attached hereto, effective immediately upon adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 11th day of February, 2025.

Board of County Commissioners Clay
County, Florida

Jim Renninger, Chairman

ATTEST:

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

ATTACHMENT A

Budget Amendment: FY24-25 - Clay County Annual Operational Budget on 02/11/2025 : Amendment-00001719										
CIP budget and operating budget adjustments reflecting new revenue and expenditure projections to provide proper budget.										
Description	Period	*Ledger Account/Summary	*Fund	*Cost Center	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo
FY24-25 Year (FY 24-25 Budget)		334600:State Grant - Human Services	FD1000 General Fund	CC1233 All Grants Organization		State Grants - Human Services (334600)	Grant: GR010161 Clay County Mosquito Control - FY25 Project: PRJ100796 Clay County Mosquito Control FY25	\$0.00	\$1,984.00	Increase in State funding due to tier adjustment announced Feb. 4, 2025
FY24-25 Year (FY 24-25 Budget)		531000:Professional Services	FD1000 General Fund	CC1233 All Grants Organization	Professional Services (531000)		Grant: GR010161 Clay County Mosquito Control - FY25 Project: PRJ100796 Clay County Mosquito Control FY25	\$1,984.00	\$0.00	Increase in State funding due to tier adjustment announced Feb. 4, 2025
FUND TOTALS								\$1,984.00	\$1,984.00	
FY24-25 Year (FY 24-25 Budget)		563000:Infrastructure Expense	FD3010 2020 Bond Construction Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100199 CR209 - CR315 B - Sandridge	\$0.00	\$959,907.00	Transfer to projects 5 (PRJ201) & 6A (PRJ202) for land purchases.
FY24-25 Year (FY 24-25 Budget)		561000:Land - Expense	FD3010 2020 Bond Construction Fund	CC1231 Capital Improvement Element	Land (561000)		Project: PRJ100202 First Coast Connector From US17 To CR315	\$600,000.00	\$0.00	Transfer from project 3 (PRJ199) for land purchases.
FY24-25 Year (FY 24-25 Budget)		561000:Land - Expense	FD3010 2020 Bond Construction Fund	CC1231 Capital Improvement Element	Land (561000)		Project: PRJ100201 CR220 Baxley To Henley	\$359,907.00	\$0.00	Transfer from project 3 (PRJ199) for land purchases.
FUND TOTALS								\$959,907.00	\$959,907.00	
GRAND TOTAL								961,891.00	961,891.00	



Agenda Item
 Clay County Board of County Commissioners

Clay County Administration Building
 Tuesday, February 11 4:00 PM

TO: Board of County Commissioners

DATE: 1/15/2025

FROM: Courtney Grimm

SUBJECT:

AGENDA ITEM
 TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Fire Chief Memo	Cover Memo	2/6/2025	LLMMemo_to_BCC_Re_ToOP_COPCN_Renewal_2-5-25ada.pdf
▢ OMB Report	Backup Material	2/6/2025	OMB_Reportada.pdf
▢ COPCN Renewal Application	Backup Material	2/6/2025	adaTown_of_Orange_Park_COPCN_Renewal_Application.pdf
▢ Medical Director Letter	Backup Material	2/6/2025	Feb_05__Document_21ada.pdf
▢ COPCN	Agreement/Contract	2/6/2025	COPCN_Certificate-Class_E__Fada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	2/5/2025 - 5:24 PM	Item Pushed to Agenda



CLAY COUNTY
FLORIDA

Public Safety Department

Mailing Address:

P.O. Box 1366
Green Cove Springs, FL
32043

Physical Address:

2519 State Road 16 West
Green Cove Springs, FL
32043

Area code: 904
Phone: 284-7703
Fax: 284-7144

County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

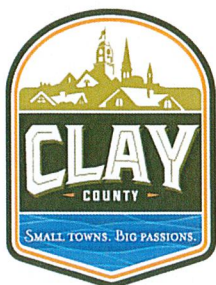
Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

claycountygov.com



Memorandum

TO: Clay County Board of County Commissioners

FROM: Lorin L. Mock, Fire Chief *LLM*

DATE: February 5, 2025

SUBJECT: **Clay County Fire Rescue Review of the Town of Orange Park Fire Department's Renewal Application for Class E/F Certificates of Public Convenience and Necessity for Emergency Medical Care and/or Transportation within Clay County**

Issue: Pursuant to Chapter 401, Florida Statutes, counties are responsible for the provision of emergency medical services to their citizens. Clay County has done so by promulgating Chapter 7.3 of the Clay County Ordinance Code by which it establishes standards for issuing certificates of public convenience and necessity (COPCNs) for emergency and nonemergency non-transport and transport prehospital services, advanced life support services (ALS), basic life support services (BLS), emergency inter-facility medical transport services, and nonemergency inter-facility medical transport.

In January 2025, the Department received an application for renewal from the Town of Orange Park, Orange Park Fire Department, requesting the re-issuance of a Class E and F COPCN for emergency medical care and/or transportation, or nonemergency transportation within Clay County.

Class E Certificates permit municipal ambulances or rescue units to conduct emergency and nonemergency prehospital medical transport or transport services, at the ALS or BLS level in a defined geographical area in the County. Class F Certificates permit municipal ambulances or rescue units to conduct emergency and nonemergency prehospital medical non-transport or non-transport services, at the ALS or BLS level in a defined geographical area in the County.

The requested service area in the renewal application includes the Town of Orange Park as well as what is defined in the Automatic Mutual Aid Agreement between the Town and the County. Additionally, the Town seeks to also renew the existing waiver of the Ordinance's requirement of two in service rescue units, and continue to only provide one in service rescue unit.

Finding:

Application Renewal Review: The Ordinance requires that when an application for renewal of an existing certificate is made, the same information required for an initial application, updated as appropriate, shall be submitted and is subject to the same procedures as consideration of an initial application. The Fire Chief is to conduct an investigation of the application in order to determine: 1.) the public need for the proposed service in the geographical area requested, and 2.)

other pertinent facts which the Clay County Fire Rescue Department may deem relevant in determining the fitness of the applicant to receive a certificate.

The Ordinance additionally requires that the County's Medical Director and the County's Office of Management and Budget assist in the analysis. The County's Medical Director is to review the applicant's standard operating policies and procedures and medical treatment protocols as well as its equipment list to insure full compatibility with Clay County Fire Rescue's existing response operation. Similarly, the Office of Management and Budget is charged with providing an analysis of the financial implications to the County if the COPCN application is approved, including what modifications would be necessary to the current County EMS operation. (Their reports, along with their respective endorsements are attached.)

Subsequent to the referenced review of the Town of Orange Park's renewal application by the Fire Chief, it is found that it is complete and in order. with the following exceptions/concerns noted:

Section 7.3-5(2)(c.) requires that given the requested service area noted above, the applicant must detail "how many ambulances or rescue units, if any, would have to be left in operation in order to support the area that would be covered under the approved COPCN."

The County maintains, as set forth in the Ordinance, that two fully staffed operating ambulances with at least one spare ambulance are required to solely support the area. The Town has again requested an exemption to that requirement and requests to continue to staff one rescue unit and one non-transport engine/ladder while maintaining one spare rescue unit and one spare engine if the primary units are down for repairs.

Section 7.3-5(3)(a) requires that the applicant detail the "financial ability of the applicant to render safe and quality services to include the following information." This includes "The ability to maintain or place the equipment required by the state and by this Chapter, specifically including operation of 2 fully staffed operating ambulances with at least 1 spare ambulance, and whether for a municipality any circumstances justify an exception to these requirements."

The Town of Orange Park possesses the financial ability to render safe and quality services. This would include an ability to maintain and operate, if it chose to do so, two fully staffed operating ambulances with at least one spare ambulance. As noted above, the Town continues to request an exemption to the requirement to provide two fully staffed operating ambulances with at least one spare ambulance. The Board approved that request when awarding the granted COPCNs in 2023, contingent on the County being permitted to house and staff a County rescue unit in the Town's fire station and continuation of the Interlocal Agreement between Clay County and the Town of Orange Park for Automatic and Mutual Aid.

Recommendation:

The Town of Orange Park Fire Department is considered to be fully competent and proficient and, as such, is judged to be financially, administratively and operationally capable of continuing to assume the operation of emergency medical services to the Town of Orange Park. Accordingly, Department recommends approval of the application and renewal of Class E and F COPCN for emergency medical care and/or transportation, or nonemergency transportation within Clay County. It also recommends granting a waiver to the Ordinance's requirement of two in service rescue units, and only require the Town to staff one in service rescue unit. That waiver however should be conditioned on the maintenance of the ability of the County to house and staff a County rescue unit in the Town's fire station, at no cost to the County, as well as the continuation of the Interlocal Agreement between Clay County and the Town of Orange Park for Automatic and Mutual Aid, throughout the term of the COPCNs.

Board Action:

The Board is charged, based upon competent, substantial evidence presented at the public hearing, as well as consideration of all of the factors and information provided in the application, as required by Section 7.3-5 of the Ordinance, with finding whether the residents of the County would best be served by granting or denying this renewal application. Accordingly, the Board shall recommend one of the following:

1.) that a certificate is necessary to protect health, safety, and welfare of the citizens of the County and it shall be issued, subject to the conditions as noted above, i.e., the granting of a waiver to the Ordinance's requirement for the operation of two in service rescue units, along with the maintenance of the ability of the County to house and staff a County rescue unit in the Town's fire station, at no cost to the County, as well as the continuation of the Interlocal Agreement between Clay County and the Town of Orange Park for Automatic and Mutual Aid, throughout the term of the COPCNs; or

2.) that a certificate is not necessary to protect health, safety, and welfare of the citizens of the County and the request for a certificate be denied;

cc: Howard Wanamaker, County Manager (w/o attachments)

THE “AVERAGE” RESCUE UNIT

Total EMS costs, FY 2021 /2022	\$22,075,357
Less Ambulance Fees	<u>(\$6,437,821)</u>
Net EMS Costs	\$15,637,536
Total EMS Costs divided by 12 front-line rescue unit	<u>\$1,303,128</u>
Additional County Units to Cover Private Transports	2
Estimated Total Cost to Assume Private Transports	<u>\$2,606,256</u>

THE “AVERAGE” RESCUE UNIT

Total EMS costs, FY 2022/2023	\$25,454,541
Less Ambulance Fees	<u>(\$6,248,910)</u>
Net EMS Costs	\$19,205,631
Total EMS Costs divided by 13 front-line rescue unit	<u>\$1,477,356</u>
Additional County Units to Cover Private Transports	2
Estimated Total Cost to Assume Private Transports	<u>\$2,954,712</u>

THE “AVERAGE” RESCUE UNIT

Total EMS costs, FY 2023/2024	\$28,542,414
*Less Ambulance Fees	<u>(\$2,885,269)</u>
Net EMS Costs	\$25,657,145
Total EMS Costs divided by 13 front-line rescue unit	<u>\$1,973,627</u>
Additional County Units to Cover Private Transports	2
Estimated Total Cost to Assume Private Transports	<u>\$3,947,253</u>

*** Change Healthcare’s Data Breach stopped Ambulance Billing Between February – August of 2024. This significantly impacted revenue.**

**INITIAL / RENEWAL APPLICATION FOR CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY
CLAY COUNTY, FLORIDA**

This application is for a Certificate of Public Convenience and Necessity (“COPCN”) to provide emergency medical care and/or transportation or non-emergency transportation within Clay County, Florida. The application is for **Class E and F COPCN**.

1. Name of business: Orange Park Fire Department
(Town of Orange Park)
- Address: 2025 Smith Street
City: Orange Park
State: FL
Zip Code: 32073
- Phone number(s): (904) 264-3411 (Station)
(904) 278-3014 (Fire Chief)
(904) 278-3011 (Town Manager)

List names, addresses and daytime phone numbers of (all) senior administrative officials to include but not limited to mayor, manager, council members, senior administrative fire chiefs and any management personnel to be contacted in the event of emergencies:

John Contestabile, Fire Chief	(904) 278-3014
2025 Smith St. Orange Park, FL 32073	
Michael Wallis, Deputy Chief	(904) 278-2083
2025 Smith St. Orange Park, FL 32073	
William Whitson, Interim Town Manager	(904) 278-3011
2042 Park Ave., Orange Park FL 32073	
Mayor Randy Anderson	(904) 477-7341
2042 Park Ave., Orange Park FL 32073	
Vice-Mayor Winnette Sandlin	(904) 614-6349
2042 Park Ave., Orange Park FL 32073	
Councilman Doug Benefield	(904) 694-3775
2042 Park Ave., Orange Park FL 32073	
Councilman Glenn Taylor	(904) 449-3640
2042 Park Ave., Orange Park FL 32073	
Councilman Kenneth Vogel	(904) 444-2232
2042 Park Ave., Orange Park FL 32073	

2. The service area which the applicant desires to serve to include the approximate population of the area and the documentation of the need for the service and benefits of such service.

- a. Current interlocal agreement of District 19.
 - i. Population for the Town of Orange Park is approximately 9,064.
 - ii. Servicing U.S. 17 annual average daily traffic which is 89,000 per day which is referenced by FDOT data.
 - iii. Adjacent area in Clay County, City of Jacksonville, and citizens that border the Town limits through automatic and mutual aid agreements.

For Municipality applicants, the following additional documentation shall be provided:

- b. **The approximate number emergency calls within the area applied for.**
 - i. Total EMS responses for CY 2023 equaled 2,650 responses.
 - ii. Total EMS transport responses for CY2023 equaled 1,603 responses.
- c. **The current average total response time of each emergency medical service provider that previously provided, or is currently providing, in the areas applied for, and whether the total response time is adequate to serve the public health and safety.**
 - i. Total response time for District 19 during CY 2023 equaled 08:28.
- d. **How many ambulances or rescue units, if any, would have to be left in operation, in order to support the area that would be covered under the approved COPCN.**
 - i. Town of Orange Park requesting to keep the same response area for District 19. This is a renewal; no changes will be needed for the County response.
 - ii. Town of Orange Park will continue to provide Automatic and Mutual Aid to Clay County Fire Rescue upon their request.
- e. **A fractal total response time for the immediate area effected by the COPCN, the surrounding areas, and the second due response provided into the effected COPCN from an agency outside of the applicant's; and**
 - i. Town of Orange Park response times and surrounding areas remain the same as present.
- f. **To your knowledge, would there be any financial implications to the County if the COPCN application is approved? If so, what?**
 - i. No

3. The financial ability of the applicant to render safe and quality services to include the following information:
 - a. **The ability to maintain or place the equipment required by the state and by this Chapter, specifically including operation of 2 fully staffed operating ambulances with at least 1 spare ambulance, and whether for a municipality any circumstances justify an exception to these requirements.**
 - i. Town of Orange Park is requesting an exception to the County Chapter requirements of operating two fully staffed rescues. Town is requesting the operation of at least one fully staffed rescue and one fully staffed non-transport engine/ladder. The Town will maintain a spare rescue and spare engine if the primary units are down for repairs.
 - ii. The request is the same as since the Town of Orange Park received their initial approval.
 - iii. During the last renewal cycle the Town agreed upon the staffing of a County ALS transport unit (R22A) at Station 19.
 - b. **The ability to maintain insurance for the payment of personal injury, death and property damage claims; and**
 - i. Our Certificate of Liability Insurance is enclosed.
 - c. **The financial completeness and stability of the applicant's EMS administrative and operational plan.**
 - i. Orange Park Fire Department's Fire Chief, Deputy Chief and Medical Director are on-call 24 hours a day, 7 days a week. There is a shift captain on-duty 24 hours a day, 7 days a week.
 - ii. Orange Park Fire Department currently operates a minimum of 1 ALS ambulance and 1 ALS non-transport unit in the Town of Orange Park, which operates in Clay County. The Town has a reserve ambulance and non-transport units in our fleet.
4. **The location and description of the place or places from which the applicant will operate to include any proposed locations or substations as well as the maximum number of units the applicant proposes to place at the locations and whether the locations will provide additional coverage or improved total response times.**
 - a. Orange Park Fire Department located at 2025 Smith Street, Orange Park, Florida, 32073
 - b. This location is in the Town limits of Orange Park, located near Kingsley Avenue and Park Avenue. Orange Park Fire Department currently operates a minimum of 1 ALS ambulance and 1 ALS non-transport unit out of this station.
 - c. The units currently provide coverage inside the Town and automatic / mutual aid by agreement with Clay County.
 - d. The location of the station improves mutual aid response times to the County using major roads to adjacent districts.

5. **Copy of applicant's application for State of Florida EMS license including the names and certification numbers of all EMTs and paramedics utilized by the applicant to provide emergency medical services and the record of compliance with vehicle inspection standards under the applicable Florida Administrative Code for Chapter 401, Florida Statutes.**
 - a. **If applicable, the past performance or service record of the applicant, obtained from sources such as, but not limited to, hospitals, local public safety agencies and Clay County Fire Rescue.**
 - i. The Town of Orange Park's State of Florida EMS license is attached.
 - ii. Certification numbers for EMTs and Paramedics are attached.
 - iii. All vehicles are in compliance with the State of Florida; License Application Profile Report is attached.
 - iv. All current EMTs and paramedics have no compliance or investigation issues.

6. **The name and address of Medical Director along with a copy of the proposed contract, an executed copy of which shall be provided prior to the Certificate issuance date.**

Medical Director
Dr. Justin Deaton
12775 Jebb Island Circle
Jacksonville, FL 32224

7. **A description, type and condition of the applicant's telephone and radio communication system, including its assigned frequency, call number, mobiles, portables, range and hospital communications ability to determine if such systems are adequate or compatible with other systems that may interact with the applicant.**
 - a. As per the requirement by Chapter Section 7.3-8. Paragraph 13 requirements for municipalities.
 - b. Each unit is equipped with mounted narrowband UHF med radio as required by the Florida Department of Health's Bureau of Emergency Medical Service. This radio can communicate with any hospital in the State of Florida and includes Med 8 for regional communications.
 - c. Each unit is equipment with VHF radio as required by the Florida Department of Health's Bureau of Emergency Medical Service to communicate on common med.

8. **A description of the geographical area including the name of any municipalities that the applicant has previously been authorized to serve within the County as well as**

all other counties and municipalities within Florida or any area outside the State of Florida.

- a. Within Clay County, Orange Park Fire Department held their own COPCN until the late 90's when both agencies joined under one COPCN. Orange Park Fire Department has been operating under Clay County Fire Rescue COPCN.
 - b. The Town of Orange Park was issued COPCN by the Clay County on March 20, 2019.
- 9. An agreement by the applicant to file, in the event that a Certificate shall be granted and prior to the Certificate issuance date, copies of policies of public liability, property damage and malpractice insurance as required by the applicable Florida Administrative Code for Chapter 401, Florida Statutes and this Chapter, naming the Board as an additional named insured.**
- a. See certificate of liability insurance
- 10. A copy of the applicant's EMS standard operating policies and procedures and medical treatment protocols, which all shall include all general and/or specific instructions to personnel as to the exact nature of their duties and responsibilities, when applicable, and under what conditions, as well as a copy of the applicant's equipment list.**
- a. The EMS SOP closely follows Clay County Fire Rescue EMS SOP.
- 11. An agreement that should a temporary situation arise or a declaration of emergency be declared due to a serious or imminent threat to the public health, safety, welfare, or public need and convenience, the applicant shall offer assistance and abide by the orders of the Fire Chief;**
- a. Automatic and Mutual Aid agreements 2018/2019-80 with Clay County.
- 12. If the applicant or any officer, principal or owner thereof has been convicted of a felony, information regarding nature and seriousness of the offense and the circumstances under which the felony occurred.**
- a. Not applicable
- 13. Proof that the applicant possesses all required federal and/or State of Florida licenses and permits**
- a. Attached.
- 14. A schedule of proposed rates for transportation or treatment of patients.**
- a. Town uses the same rates as Clay County.

15. A sworn statement signed by the applicant stating that all the information provided by the applicant in the application is true and correct.

To the best of my knowledge, all statements on this application are true and correct and the applicant agrees to the terms contained herein.

[Signature]
Signature of Applicant

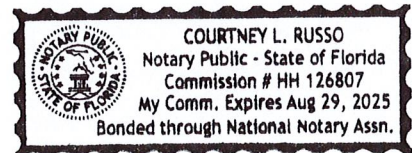
Fire Chief Title 12-12-24 Date

STATE OF FLORIDA
COUNTY OF Clay

This foregoing instrument was acknowledged before me this 12th day of December, 2024,
by John Contestabile as Fire Chief (title)
for Town of Orange Park.
(Company Name)

Courtney Russo NOTARY SEAL/STAMP
Notary Signature

Personally Known OR Produced Identification _____
Type of Identification produced:





**CLAY COUNTY
FLORIDA**

Public Safety Department

Mailing Address:

P.O. Box 1366
Green Cove Springs, FL
32043

Physical Address:

2519 State Road 16 West
Green Cove Springs, FL
32043

Area code: 904
Phone: 284-7703
Fax: 284-7144

County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

claycountygov.com



January 28, 2025

David Motes, Acting Fire Chief
Clay County Fire Rescue Department
PO Box 1366
2519 State Road 16 West
Green Cove Springs, Florida

RE: Review and Approval of Medical Policies, Procedures, Protocols and equipment list for the Town of Orange Park

This letter is to inform you that I have reviewed the proposed policies, procedures, protocols and equipment list provided to me for the Town of Orange Park, and approve them.

Should you have any questions, please feel free to contact me directly.

Respectfully,

A handwritten signature in black ink, appearing to read "Justin Deaton".

Justin Deaton, M.D.
Clay County Medical Director



**CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

The Board of County Commissioners of Clay County hereby issues a Certificate of Public Convenience and Necessity to the Town of Orange Park to provide services with limitations as prescribed herein:

- 1) Class E: Certificates for Municipalities providing ambulances or rescue units to conduct emergency and nonemergency prehospital medical transport or transport services, at the ALS or BLS level to a defined geographical area in the County.
- 2) Class F: Certificates for Municipalities providing ambulances or rescue units to conduct emergency and nonemergency prehospital medical non-transport or non-transport services, at the ALS or BLS level to a defined geographical area in the County.
- 3) Conditions and responsibilities to be complied with in connection with this COPCN are set forth in the March 20, 2019 Interlocal Agreement between Clay County and Town of Orange Park, Clay County Agreement No. 2018/2019-80, as amended.

The above-named service affirms that it will maintain compliance with Ordinance Number 2018-23, as amended.

Effective: March 20, 2025

Date of Expiration: March 19, 2027 (Unless suspension or revocation is prior thereto)

ATTEST:

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

Betsy Condon, Chairman
Board of County Commissioners



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County
Commissioners

DATE: 1/27/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

Proposed revisions to the County's Emergency Medical Transportation Services Ordinance to add the ability for a business providing air ambulance services to obtain a Certificate of Public Convenience and Necessity(COPCN) from the County.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Clay County Business Impact Estimate	Backup Material	2/6/2025	Clay_County_Business_Impact_Estimate_-_1.25.25_rev_2.2.25ada.pdf
COPCN Ordinance Amendment	Ordinance	2/6/2025	COPCN_Ordinance_revision_Air_Ambulance_1.25.25_rev_2.3.25_Finalada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	2/5/2025 - 5:25 PM	Item Pushed to Agenda

Clay County: Business Impact Estimate

Proposed Ordinance's Title:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING CLAY COUNTY ORDINANCE NO. 2018-23, AS AMENDED, WHICH IS CODIFIED AS CHAPTER 7.3 OF THE CLAY COUNTY CODE, ENTITLED "EMERGENCY MEDICAL TRANSPORTATION SERVICES", BY AMENDING THE FOLLOWING SECTIONS OF THE CODE TO REFLECT THE ADDITION OF A CERTIFICATE FOR AN AIR AMBULANCE SERVICE: SUBSECTION (3) OF SECTION 7.3-1., AUTHORITY, PURPOSE AND SCOPE; SECTION 7.3-2., DEFINITIONS; SUBSECTION (2) OF SECTION 7.3-3., CERTIFICATES REQUIRED; SECTION 7.3-4., CLASSIFICATION OF CERTIFICATES; SUBSECTIONS (3), (4), AND (5) OF SECTION 7.3-5., APPLICATION FOR CERTIFICATE; SUBSECTIONS (2), (7), (9), (11), (13), (14), AND (15) OF SECTION 7.3-8., RIGHTS AND DUTIES UPON CERTIFICATION; SUBSECTIONS (1d.) AND (1i.) OF SECTION 7.3-10., CERTIFICATE REVOCATION, MODIFICATION AND SUSPENSION; SUBSECTION (4) OF SECTION 7.3-11., INSPECTION; SUBSECTION (2) OF SECTION 7.3-12., TRANSFER OR ASSIGNMENT; SECTION 7.3-15., EXEMPTIONS, AND SUBSECTION (4) THEREOF; AND SUBSECTION (1) OF SECTION 7.3-18., USE OF LIGHTS AND SIRENS DURING OPERATIONS; BY AMENDING THE FOLLOWING SECTIONS OF THE CODE TO PROVIDE FOR SERVICE BY US MAIL OR ELECTRONIC MAIL AND TO PROVIDE A FIVE DAY PUBLICATION NOTICE: SUBSECTIONS (2), (3) AND (6) OF SECTION 7.3-6., APPLICATION REVIEW; SUBSECTION (5) OF SECTION 7.3-10., CERTIFICATE REVOCATION, MODIFICATION AND SUSPENSION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 125.66 (3), Florida Statutes.

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the County:

The proposed ordinance is to add the ability for a business providing air ambulance services to obtain a COPCN.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

A business applying for an air ambulance COPCN will incur the application fees and renewal fees to comply with the proposed ordinance.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible:

A business applying for an air ambulance COPCN will be charged the same application and renewal fees that other COPCN applicants are charged.

c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

Regulatory costs for the County would be de minimis and any revenue the County would recover is likewise de minimis- just the application and renewal fees.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

The proposed ordinance is anticipated to impact 6 businesses.

4. Any additional information the board determines may be useful:

The addition of air ambulance services within the County would expand transport services allowing for transfer and transport of the critically ill or injured that may require a higher level of care than by a normal ground ambulance and also reduce the response time for mutual aid when requested by CCFR.

ORDINANCE NO. 2025 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING CLAY COUNTY ORDINANCE NO. 2018-23, AS AMENDED, WHICH IS CODIFIED AS CHAPTER 7.3 OF THE CLAY COUNTY CODE, ENTITLED “EMERGENCY MEDICAL TRANSPORTATION SERVICES”, BY AMENDING THE FOLLOWING SECTIONS OF THE CODE TO REFLECT THE ADDITION OF A CERTIFICATE FOR AN AIR AMBULANCE SERVICE: SUBSECTION (3) OF SECTION 7.3-1., AUTHORITY, PURPOSE AND SCOPE; SECTION 7.3-2., DEFINITIONS; SUBSECTION (2) OF SECTION 7.3-3., CERTIFICATES REQUIRED; SECTION 7.3-4., CLASSIFICATION OF CERTIFICATES; SUBSECTIONS (3), (4), AND (5) OF SECTION 7.3-5., APPLICATION FOR CERTIFICATE; SUBSECTIONS (2), (7), (9), (11), (13), (14), AND (15) OF SECTION 7.3-8., RIGHTS AND DUTIES UPON CERTIFICATION; SUBSECTIONS (1d.) AND (1i.) OF SECTION 7.3-10., CERTIFICATE REVOCATION, MODIFICATION AND SUSPENSION; SUBSECTION (4) OF SECTION 7.3-11., INSPECTION; SUBSECTION (2) OF SECTION 7.3-12., TRANSFER OR ASSIGNMENT; SECTION 7.3-15., EXEMPTIONS, AND SUBSECTION (4) THEREOF; AND SUBSECTION (1) OF SECTION 7.3-18., USE OF LIGHTS AND SIRENS DURING OPERATIONS; BY AMENDING THE FOLLOWING SECTIONS OF THE CODE TO PROVIDE FOR SERVICE BY US MAIL OR ELECTRONIC MAIL AND TO PROVIDE A FIVE DAY PUBLICATION NOTICE: SUBSECTIONS (2), (3) AND (6) OF SECTION 7.3-6., APPLICATION REVIEW; SUBSECTION (5) OF SECTION 7.3-10., CERTIFICATE REVOCATION, MODIFICATION AND SUSPENSION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Subsection (3) of Section 7.3-1., Authority, Purpose and Scope, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, is hereby amended, with changes shown in strike through and underline, as follows:

Section 7.3-1. Authority, Purpose and Scope.

...

- (3) The role of private or municipal advanced life support and basic life support services within the County shall be to provide, on request, emergency or nonemergency interfacility transport or transport services, interfacility neonatal critical care transport, and emergency or nonemergency organ/blood transport, including the transport of transplant teams. All Certificate Holders shall be capable of emergency response and service upon request by the Board or the Fire Chief in case of disaster or other event requiring such services which is beyond the normal capabilities of the County. Nothing contained herein shall be interpreted to limit the ability of a private ambulance or air ambulance company or municipality holding the proper certificate of public convenience and necessity issued by the Board from providing stand-by services and transport from a scheduled event.

Section 2. Section 7.3-2., Definitions, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, is hereby amended, with changes shown in strike through and underline, as follows:

Section 7.3-2. Definitions.

“Air Ambulance Medical Transport” means any ~~privately or publicly owned service based in Clay County that engages in the business of providing~~ fixed-wing or rotary-wing aircraft used for, or intended to be used for, air transportation of sick or injured persons requiring or likely to require medical attention during transport. ~~for patients requiring basic or advanced life support.~~

“Air ambulance service” means any publicly or privately owned service, licensed in accordance with the provisions of this Chapter, which operates air ambulances to transport persons requiring or likely to require medical attention during transport.

“Inspection” means the routine or periodic examination and audit of the business records, personnel, ambulances or air ambulances, and staffing of the Certificate Holder.

“Interfacility Medical Transport or Transport Service” means the ALS or BLS transportation of a patient by ambulance or air ambulance between two (2) facilities, or from the facility to the patient's home, or from the patient's home to the facility. It does not include the transportation of patients who have accessed the 911 emergency system to summon an emergency response by the Class A Certificate Holder.

“Total Response Time” means the total elapsed time from initial call reported or notification to arrival at the scene by the Rescue Unit, ~~or ambulance, or air ambulance vehicle.~~

Section 3. Subsection (2) of Section 7.3-3., Certificates required, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, is hereby amended, with changes shown in strike through and underline, as follows:

Section 7.3-3 - Certificates required.

...

2) Every person, firm, corporation, association or governmental entity that routinely or regularly operates an ALS or BLS permitted emergency medical services ambulance or air ambulance ~~aircraft~~ in the County for the purpose of engaging in the business of providing advanced life support or basic life support service must first obtain a certificate of public convenience and necessity from the Board.

Section 4. Section 7.3-4., Classification of Certificates, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, is hereby amended, with changes shown in strike through and underline, as follows:

Section. 7.3-4. - Classification of Certificates.

There shall be nine (9) ~~six (6)~~ categories of Certificates:

...

7) Class G: Certificates for private or municipal providers of air ambulances to conduct emergency or nonemergency interfacility medical transport or transport services at the ALS or BLS level.

8) Class H: Certificates for private or municipal providers of air ambulances to conduct emergency or nonemergency interfacility medical transport or transport services requiring on-board clinical capabilities which may exceed those of a conventionally equipped and staffed ALS air ambulance which services originate within the County pursuant to a physician's order.

9) Class I: Certificates for private or municipal providers of air ambulances to conduct emergency or nonemergency interfacility medical transport or transport services, interfacility neonatal transport and emergency or nonemergency organ/blood transport, including the transport of transplant teams or other emergency or nonemergency interfacility medical transport services at the ALS or BLS level between two (2) establishments licensed as hospitals pursuant to Chapter 395, Florida Statutes.

Section 5. Section 7.3-5., Application for Certificate, and subsections (3), (4), and (5) thereof, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, are hereby amended, with changes shown in strike through and underline, as follows:

Section. 7.3-5. - Application for Certificate.

...

3) The financial ability of the applicant to render safe and quality services to include the following information:

a. The ability to maintain or place the equipment required by the state and by this Chapter, specifically including operation of 2 fully staffed operating ambulances with at least 1 spare ambulance, and whether for a municipality only seeking Certificates E or F or for an air ambulance service only seeking Certificates G, H or I any circumstances justify an exception to these requirements;

b. The ability to maintain insurance for the payment of personal injury, death and property damage claims; and

c. The financial completeness and stability of the applicant's EMS administrative and operational plan.

4) The location and description of the place or places from which the applicant will operate to include any proposed locations or substations as well as the maximum number of ambulances, air ambulances or rescue units the applicant proposes to place at the locations and whether the locations will provide additional coverage or improved total response times;

5) Copy of applicant's application for State of Florida EMS license including the names and certification numbers of all EMTs and paramedics utilized by the applicant to provide emergency medical services and the record of compliance with ambulance, air ambulance, rescue unit or vehicle inspection standards under the applicable Florida Administrative Code for Chapter 401, Florida Statutes.

a. If applicable, the past performance or service record of the applicant, obtained from sources such as, but not limited to, hospitals, local public safety agencies and Clay County Fire Rescue.

...

Section 6. Subsections (2), (3) and (6) of Section 7.3-6., Application review, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, are hereby amended, with changes shown in strike through and underline, as follows:

Section. 7.3-6. - Application review.

...

2) Within five (5) business days following receipt of an application, the Fire Chief shall ~~transmit a copy of the application to~~ notify in writing, either by US Mail or Electronic Mail, each municipality in the County that an application has been submitted and that a copy of such can be provided electronically upon request if the municipality should desire to ~~and request that each review and furnish any~~ recommendations or comments. Each municipality receiving notice may

submit its recommendation and comments in writing to the Fire Chief or in person at the public hearing to be heard before the Board. The recommendations and comments of the municipalities shall be considered by the Board prior to the decision on the application.

3) Within five (5) business days following receipt of an application, the Fire Chief shall transmit either by US Mail or Electronic Mail a copy of the application to the County Medical Director who shall review the applicant's standard operating policies and procedures and medical treatment protocols as well as equipment list, providing a written letter of approval to the Fire Chief.

...

6) Within sixty (60) days from receipt of the completed application, the Fire Chief shall schedule a public hearing before the Board. All applicants, the County Medical Director, all present Certificate Holders, and each municipality shall be notified of the date, time, and place of the public hearing either by US Mail or Electronic Mail ~~via certified mail, return receipt requested,~~ not less than ten (10) business days prior to the public hearing. The Fire Chief shall cause to be published in a newspaper, at least five (5) ~~seven (7)~~ days in advance thereof, a notice of the time, date and location of the public hearing to be held before the Board.

Section 7. Subsections (2), (7), (9), (11), (13), (14), and (15) of Section 7.3-8., Rights and duties upon certification, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, are hereby amended, with changes shown in strike through and underline, as follows:

Section. 7.3-8. - Rights and duties upon certification.

...

2) Certificate Holders of Class B, C, D, ~~E,~~ F, G, H or I Certificates must be capable of emergency response/service upon request of the Board or the Fire Chief in case of disaster or other events beyond the normal capability of Clay County Fire Rescue. Nothing contained herein shall be interpreted to limit the ability of a private ambulance or air ambulance company or a municipality holding the proper certificate of public convenience and necessity issued by the Board from providing stand-by services and transport from a scheduled event;

...

7) ~~Each~~ Certificate Holders of Class B, C, or D Certificates must maintain an appropriate number of ambulances at all times. In no event, however, shall any Certificate Holders of Class B, C, or D Certificates operate less than two (2) fully staffed operating ambulances with at least one (1) spare ambulance, unless its Certificate provides otherwise. For a municipality holding Class E or F Certificates or for a Certificate Holder of Class G, H or I Certificates to be relieved of the requirements, the Board must have granted an exception as outlined in Section 7.3-5 (3) (a);

...

9) In those instances that two (2) Certificate Holders respond to a medical emergency, then the first to arrive in a transport capable rescue unit, ambulance, air ambulance or vehicle will assume patient care and transport decision responsibilities;

...

11) All Certificate Holders shall keep such records as may be required by the federal or state government, or by this Chapter, and shall furnish or make such records available to the Fire Chief for inspection at reasonable times and places. These records shall include ambulance or air ambulance run sheets, billing records, radio logs, and such other operating and patient information as may be required by the Fire Chief for inspection purposes;

...

13) Air Ambulances, Ambulances and Rescue Units operating in Clay County under a Certificate must be able to communicate with Clay County Fire Rescue dispatch and field units utilizing the radio frequencies identified in the State of Florida Communications Plan to include but not limited to the Local Medical Channel and Regional Medical Channel. Those holding a Class A, E or F certificate also are required to be able to communicate on the County’s 800 mhz radio system.

14) Each BLS ambulance shall be staffed with a minimum of two (2) Florida certified Emergency Medical Technicians; each ALS ambulance shall be staffed with a minimum of one (1) Florida certified Emergency Medical Technician and one (1) Florida certified Paramedic for ALS service. Each air ambulance shall be staffed in accordance with the standards outlined in Section 401.25, Florida Statutes, and Florida Administrative Code Section 64j-1.005;

15) Assigned staff on board each ambulance or air ambulance shall be readily identified as to the level of certification, either Emergency Medical Technician, or Paramedic, or other certification level as recognized by the Florida Department of Health;

...

Municipalities within the County are exempt from Section 7.3-8, numbers 8, 10, and 15.

Air ambulance services are exempt from Section 7.3-8, numbers 8 and 10.

Section 8. Subsections (1d.), (1i.), and (5) of Section 7.3-10., Certificate revocation, modification and suspension, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, are hereby amended, with changes shown in strike through and underline, as follows:

Section. 7.3-10. - Certificate revocation, modification and suspension.

1) Every Certificate issued under this Chapter shall be subject to revocation, alteration or suspension by the Board where it shall appear that the Certificate Holder has not complied with the requirements of the Certificate and the public interest so requires. It shall be a violation of this Chapter as well as cause for revocation, modification, or suspension of a Certificate, if it is found that:

...

d. The Certificate Holder operates an ambulance, air ambulance, or non-transport vehicle that does not meet the requirements of Chapter 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code, or this Chapter;

...

i. The Certificate Holder has permitted any ambulance, air ambulance, or motor vehicle to be operated in violation of law;

...

5) Upon the occurrence of events necessitating the delivery of the fourth Deficiency Correction Notice to the Certificate Holder, the Fire Chief shall promptly notify the Certificate Holder and the Board, in writing, that the Certificate is subject to revocation, suspension or modification as a result and provide a time, date and place of a public hearing before the Board regarding same. The hearing shall not be set any sooner than seven (7) business days after notice thereof is given to the Certificate Holder, via certified mail, return receipt requested, or by hand delivery. The Fire Chief shall cause to be published in a newspaper, at least five (5)~~seven (7)~~ days in advance thereof, a notice of the time, date and location of the public hearing to be held before the Board.

...

Section 9. Subsection (4) of Section 7.3-11., Inspection, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, is hereby amended, with changes shown in strike through and underline, as follows:

Section. 7.3-11. - Inspection.

...

4) If, during the course of an Inspection, it is found that an ambulance or air ambulance is unsafe or fails in use to conform to the requirements of this Chapter, or Chapter 401, Florida Statutes, or Chapter 64J-1, Florida Administrative Code, the Fire Chief may order that the ambulance or air ambulance immediately be taken out of service and that a Deficiency Correction Notice be issued to the Certificate Holder.

Section 10. Subsection (2) of Section 7.3-12., Transfer or assignment, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, is hereby amended, with changes shown in strike through and underline, as follows:

Section. 7.3-12. - Transfer or assignment.

...

2) No Certificate Holder with Certificates B, C, D, E, ~~F~~, G, H or I can subcontract services identified by the Certificate.

Section 11. Section 7.3-15., Exemptions, and subsection (4) thereof, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, are hereby amended, with changes shown in strike through and underline, as follows:

Section 7.3-15 - Exemptions.

The following vehicles, ~~or ambulances,~~ or air ambulances are exempt from the provisions of this article:

...

- 4) Ambulances or air ambulances based outside the County that:
 - a. Pick up a patient within the County for transportation back to a private residence or medical facility outside the County; or
 - b. Pick up patients outside the County for transportation into the County.

Section 12. Subsection (1) of Section 7.3-18., Use of Lights and Sirens During Operations, of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, is hereby amended, with changes shown in strike through and underline, as follows:

Section. 7.3-18. – Use of Lights and Sirens During Operations.

1) The purpose of this section is to reduce the risk of accident or injury which occurs when fire and rescue units and ambulances respond with speed using lights and sirens (a Code 3 response) when the nature of the medical or trauma call does not warrant such response for patient safety and care. This section is not intended to delay care or other services in the event of true emergencies. For the majority of responses, there is little difference in total response time between Code 1 (normal driving, no lights/sirens) and Code 3 (speed, lights/sirens). For nonemergency requests for assistance, the hazard to the public and Certificate Holder personnel created by a Code 3 response, considering the nonemergency nature of the medical or trauma call, does not justify the use of the Code 3 response. This section does not apply to Clay County Fire Rescue holding a Class A Certificate, ~~and municipalities holding a Class E or F Certificate,~~ or air ambulance services holding a Class G, H or I Certificate.

Section 13. Except as expressly amended herein, the provisions of Chapter 7.3 of the Clay County Code, being the codification of Clay County Ordinance 2018-23, as amended, shall remain in full force and effect.

Section 14. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 15. This Ordinance shall become effective as prescribed by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this
____ day of February, 2025.

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County
Commissioners

DATE: 1/27/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ PSA-Hunter	Agreement/Contract	2/6/2025	624_6-717_PSA_Hunterada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	2/5/2025 - 5:26 PM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. _____
(PROJECT #6A CR 315 (Maryland to US 17))

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (“Agreement”) is made this _____ day of _____, 2025, 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 **Harry L. Hunter and Sharri B. Hunter, his wife**, whose address is 1646 Rivers Road, Green Cove Springs, FL 32043 (the “Seller”). (County and the Seller are sometimes hereinafter individually referred to as a “Party” or collectively as the “Parties”).

RECITALS:

Seller is the owner of a certain parcel of real property located in Clay County, Florida. The County desires a portion of the parcel which is particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, “Parcel 624”). The County desires Parcel 624 for roadway widening purposes. The County is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell Parcel 624 to the County and the County desires to purchase Parcel 624 from Seller upon the terms and conditions hereinbelow set forth. Additionally, to allow for a harmonious tie-in for Seller’s driveway to the new roadway limits, the County desires a Temporary Construction Easement, Parcel 6-717.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the County and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to the County and the County agrees to purchase from Seller Parcel 624 and to compensate for a Temporary Construction Easement, Parcel 6-717, in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Purchase Price.** The purchase price to be paid by the County at Closing and only in the event of Closing for Parcel 624, and a Temporary Construction Easement, Parcel 6-717, is a total of **\$11,940.00** (\$7,050.00 for Parcel 624, \$2,250.00 for Parcel 6-717, and \$2,640.00 for the Cost to Cure for a buffer).

At Closing, the County shall also pay: (i) the costs of recording the Deed and Temporary Construction Easement delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by the County; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner’s title commitment.

At Closing, the Seller shall pay all costs to prepare and record any documents necessary to cure any title defect and any property taxes for Parcel 624, prorated to date of Closing. The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax.

Except as provided above, each Party shall pay its own attorneys or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Clay County, Florida.

3. **Conditions and Limitations.**

a. This Agreement is subject to the final approval of the Clay County Board of County Commissioners after a public hearing held five (5) days after public notice. Through the date of such hearing on or before _____, 2025, this Agreement shall be binding upon the Seller upon its due execution by Seller and delivery to the County as an irrevocable offer. If the County fails to hold such hearing on or before such date, or if the County elects not to approve this Agreement at such hearing for whatever reason in its sole discretion, then the County shall have no obligations to the Seller, and the Seller shall have no recourse against the County and each party shall go hence without day, and the offer shall be deemed revoked. If the Board of County Commissioners of the County shall approve this Agreement at such hearing, then this Agreement shall become effective and binding on the County upon the date thereof, which date shall be deemed the effective date of this Agreement.

b. Closing shall occur within sixty (60) days after Board approval, on a date specified by the County upon not less than ten (10) days' written notice to Seller, unless extended by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the County's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

c. Seller is responsible for all taxes due on Parcel 624 up to, but not including the day of Closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata share of all taxes, assessments and charges as determined by the Clay County Property Appraiser, the Clay County Tax Collector and/or other applicable governmental authority.

d. Seller is responsible for delivering marketable title to the County. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to the County ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after Closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of Parcel 624 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 "B"** and incorporated herein by reference, conveying marketable record title to Parcel 624 to the County, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers such Parcel 624 at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the County's election, be satisfied and paid with the proceeds of the Purchase Price. Additionally, Seller shall execute a Temporary Construction Easement for Parcel 3-702 in substantially the form and content attached hereto as part of Exhibit "B" and incorporated herein by reference.

f. If ownership of Parcel 624 is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23, Florida Statutes**, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "C"** and

incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents as needed to convey marketable record title as provided.

g. Seller expressly represents and warrants, to Seller's knowledge, that no Hazardous Substances have been released, stored, disposed of or discharged upon Parcel 624 or upon any immediately adjacent property owned at any time by the Seller. For purposes hereof, "Hazardous Substances" includes any and all materials or substances which are regulated by, or the presence of which could give rise to liability for an owner of property for removal or cleanup, under any federal, state, or local law, statute, rule, regulation or ordinance. Except as otherwise set forth herein, to the best of Seller's knowledge, there previously have been and presently are no above-ground or underground tanks or lines for the storage or transmission of toxic or hazardous wastes, materials or substances, or petroleum products or waste oils upon Parcel 624 or upon any immediately adjacent property owned at any time by the Seller. The Seller has neither used nor permitted the use of Parcel 624 for any such purposes. Furthermore, Seller expressly represents and warrants, to Seller's knowledge: (a) compliance of Parcel 624 with "Environmental Laws" as that term is hereinafter defined, and (b) the absence on Parcel 624 of any materials, waste, contaminants, pollutants, mold, fungus, bacteria or other substances or conditions which are toxic, dangerous, radioactive, disease causing, carcinogenic, infectious, caustic, or contain petroleum products or by-products, asbestos, heavy metals, or are defined as toxic, dangerous to health or otherwise hazardous by reference to any Environmental Laws. As used in this Agreement, "Environmental Laws" means collectively Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendments and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), and any other federal, state or local environmental legislation or ordinances applicable to Parcel 624. In the event Hazardous Materials are discovered or other conditions which would impair the ability of the County to use Parcel 624 for the intended purpose, Seller shall remain obligated hereunder, with such obligation to survive the Closing and delivery and recording of the warranty deed, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense. Further, Seller shall indemnify and save harmless and defend the County, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on Parcel 624 prior to Closing whether the Hazardous Materials are discovered prior to or after Closing, except to the extent exacerbated by the County. Seller shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the County as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on Parcel 624 prior to Closing are alleged to be a contributing legal cause, except to the extent placed on Parcel 624 by the County or otherwise exacerbated by the County. Seller shall save the County harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

h. Seller and County agree that this Agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this Agreement, shall be binding on the Parties.

4. **County's Entry on Property:** For as long as this Agreement is in effect and provided that Parcel 624 is not damaged and is left in a clean and safe condition, the Seller hereby gives permission to the County or its agents to enter upon any portion of Parcel 624 to conduct, at the County's sole expense,

such tests as the County may choose to perform including, but not limited to, environmental testing, topographic surveys, core borings, soil test pits and load bearing tests as may be required by the County to determine the physical characteristics of the substrata of Parcel 624. The County shall not be required to restore Parcel 624 substantially to its condition immediately prior to such tests unless the Closing does not occur in which case, the County will restore Parcel 624 substantially to its condition immediately prior to such tests. In the event any of the referenced testing reveals that Parcel 624 is not suitable for the purposes of building the proposed improvements on it or there exists the possible existence of Hazardous Substances related to Parcel 624, then the County may terminate this Agreement.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **General Provisions.**

a. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

b. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

c. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the County.

d. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

e. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

f. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

g. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

h. Seller and the County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing.

i. This Agreement shall be interpreted under the laws of the State of Florida.

j. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Clay County, Florida.

k. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

l. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations.

m. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

n. The parties agree that electronic signatures may be utilized and that a digital signature of the party or witness set forth below is intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to Parcel 624.

8. **Waiver of Jury Trial.** SELLER AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon County's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date that the Board of County Commissioners approves this Agreement.

11. **Release of County.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the County of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of Parcel 624 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.

Broker. The Seller represents to the County that a real estate broker or agent has not assisted the Seller nor is there a real estate commission owed with regard to the sale of Parcel 624 nor the compensation for a Temporary Construction Easement, Parcel 6-717, 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.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

Witnesses:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

SELLER:

Harry L. Hunter

By: _____
Print: _____
Date: _____

Witnesses:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

SELLER:

Sharri B. Hunter

By: _____
Print: _____
Date: _____

COUNTY:

CLAY COUNTY, a political subdivision of
the State of Florida

By: _____
Betsy Condon, Its Chairman

ATTEST:

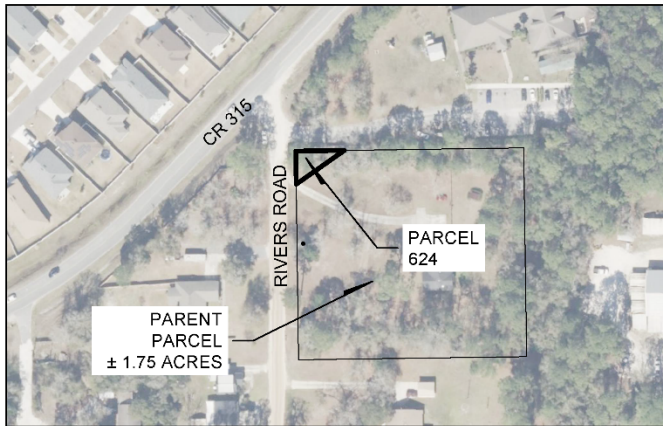
Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 624

A PORTION OF LAND LYING IN PARCEL ID: 32-05-26-021022-001-00 AS PER
OFFICIAL RECORD BOOK 1166 PAGE 357
CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN OFFICIAL RECORD BOOK 1166, PAGE 357, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 1166 PAGE 357, LOCATED ALONG THE EASTERLY EXISTING RIGHT OF WAY LINE OF RIVERS ROAD (A 50 FEET WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE ALONG THE NORTH LINE OF SAID PARCEL NORTH 89°12'44" EAST A DISTANCE OF 63.95 FEET; THENCE DEPARTING THE SAID NORTH LINE OF PARCEL SOUTH 54°59'10" WEST TO THE SAID EASTERLY RIGHT OF WAY OF RIVERS ROAD A DISTANCE OF 77.35 FEET; THENCE ALONG THE SAID EASTERLY RIGHT OF WAY NORTH 00°47'16" WEST A DISTANCE OF 43.50 FEET TO THE **POINT OF BEGINNING**.

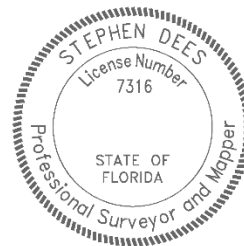
A PORTION OF LAND CONTAINING 1,391 SQUARE FEET, MORE OR LESS.

**PREPARED FOR/
CERTIFIED TO:**

CLAY COUNTY

SURVEYOR'S NOTES:


- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2024 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORDS BOOK 1166, PAGE 357
 - FDOT SECTION NO. 71507-2601
 - ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 81°50'54" WEST ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 315.



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

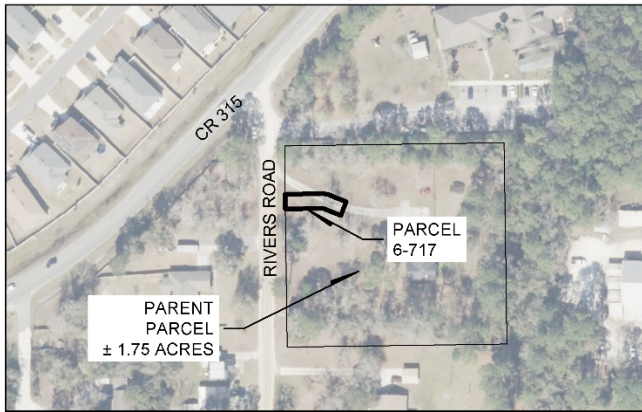
THIS IS NOT A SURVEY

 4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE:	REVISION:			BY:
	OFFICE	GC	DATE:	09/11/2024	JOB:	CR-315 (6)
	CHECKED	SD	DWG	PARCEL 624	SHEET 1 OF 2	

LEGAL DESCRIPTION

PARCEL 6-717

A TEMPORARY CONSTRUCTION EASEMENT LYING IN PARCEL ID:
32-05-26-021022-001-00 AS PER OFFICIAL RECORD BOOK 1166 PAGE 357
CLAY COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LYING IN OFFICIAL RECORD BOOK 1166, PAGE 357, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 1166 PAGE 357, LOCATED ALONG THE EASTERLY EXISTING RIGHT OF WAY LINE OF RIVERS ROAD (A 50 FEET WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE ALONG THE SAID EASTERLY RIGHT OF WAY SOUTH 00°47'16" EAST A DISTANCE OF 66.07 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING THE EASTERLY RIGHT OF WAY OF SAID PARCEL NORTH 89°23'42" EAST A DISTANCE OF 47.73 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF A 40.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 21°49'42", AN ARC DISTANCE OF 15.24 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79°41'27" EAST, 15.15 FEET TO A TANGENT LINE; THENCE SOUTH 68°46'36" EAST A DISTANCE OF 22.31 FEET; THENCE SOUTH 21°13'24" WEST A DISTANCE OF 20.01 FEET; THENCE NORTH 68°46'36" WEST A DISTANCE OF 22.31 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 19.99 FEET; THENCE THROUGH A CENTRAL ANGLE OF 21°49'42", AN ARC DISTANCE OF 7.61 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79°41'27" WEST, 7.57 FEET TO A TANGENT LINE; THENCE SOUTH 89°23'42" WEST TO THE SAID EAST LINE OF PARCEL A DISTANCE OF 47.66 FEET; THENCE ALONG SAID EAST LINE NORTH 00°47'16" WEST A DISTANCE OF 20.01 FEET THE **POINT OF BEGINNING**.

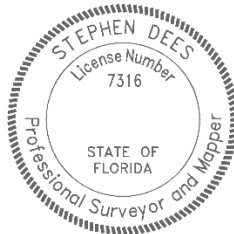
TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1,630 SQUARE FEET, MORE OR LESS.

**PREPARED FOR/
CERTIFIED TO:**

CLAY COUNTY

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE 'STANDARDS OF PRACTICE', AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2024 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT, DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORDS BOOK 1166, PAGE 357
 - 5.2. FDOT SECTION NO. 71507-2601
6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
8. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT); BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 81°50'54" WEST ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 315.



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY


 4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 866.608.2220 www.wginc.com Cert No. 6091 - LB No. 7055	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.		DATE:	REVISION:	BY:
	OFFICE	GC	DATE:	09/11/2024	JOB: CR-315 (6)
	CHECKED	SD	DWG	TCE 6-717	SHEET 1 OF 2

EXHIBIT B

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

Portion of R. E. Parcel No.: 32-05-26-021022-001-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the ___ day of _____, 2025, by **Harry L. Hunter and Sharri B. Hunter, his wife**, 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 FL 32043, hereinafter called the "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 Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND
DELIVERED IN OUR PRESENCE:**

Harry L. Hunter

By: _____

Print name: _____

Address: _____

Print name: _____

Address: _____

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2025, by **Harry L. Hunter**, who is personally known to me or () who has produced _____ as identification.

(Notary Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

**SIGNED, SEALED AND
DELIVERED IN OUR PRESENCE:**

Sharri B. Hunter

Print name: _____
Address: _____

By: _____

Print name: _____
Address: _____

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of (___) physical presence or (___) online notarization, this _day of _____, 2025, by **Sharri B. Hunter**, who is personally known to me or (___) who has produced _____ as identification.

(Notary Seal)

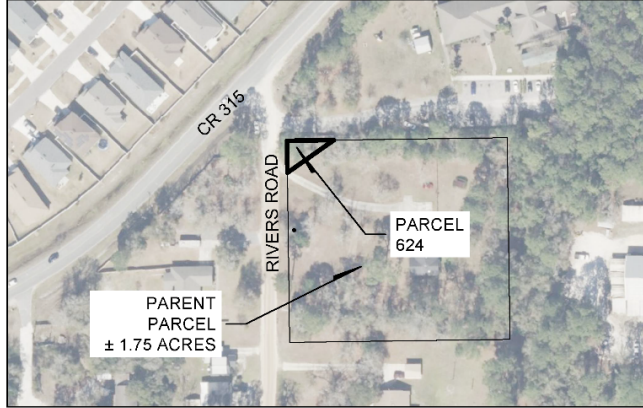
Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 624

A PORTION OF LAND LYING IN PARCEL ID: 32-05-26-021022-001-00 AS PER
OFFICIAL RECORD BOOK 1166 PAGE 357
CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN OFFICIAL RECORD BOOK 1166, PAGE 357, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 1166 PAGE 357, LOCATED ALONG THE EASTERLY EXISTING RIGHT OF WAY LINE OF RIVERS ROAD (A 50 FEET WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE ALONG THE NORTH LINE OF SAID PARCEL NORTH 89°12'44" EAST A DISTANCE OF 63.95 FEET; THENCE DEPARTING THE SAID NORTH LINE OF PARCEL SOUTH 54°59'10" WEST TO THE SAID EASTERLY RIGHT OF WAY OF RIVERS ROAD A DISTANCE OF 77.35 FEET; THENCE ALONG THE SAID EASTERLY RIGHT OF WAY NORTH 00°47'16" WEST A DISTANCE OF 43.50 FEET TO THE POINT OF BEGINNING.

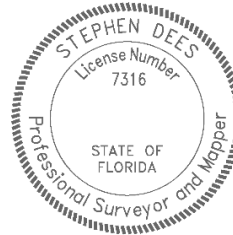
A PORTION OF LAND CONTAINING 1,391 SQUARE FEET, MORE OR LESS.

**PREPARED FOR/
CERTIFIED TO:**

CLAY COUNTY

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE 'STANDARDS OF PRACTICE', AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 53-17.050 THROUGH 53-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2024 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORDS BOOK 1166, PAGE 357
 - FDOT SECTION NO. 71507-2601
- ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 81°50'54" WEST ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 315.



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY

<p>4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 866.908.2220 www.wginc.com Cert No. 6091 - LB No. 7055</p>	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE:	REVISION:		BY:
		OFFICE	GC	DATE:	09/11/2024
		CHECKED	SD	DWG PARCEL 624	SHEET 1 OF 2

Prepared by:
Clay County Attorney's Office

After Recording Return to:
Clay County
P.O. Box 1366
Green Cove Springs, FL 32043

Project: Roadway Improvements
PROJECT #6A - CR 315 (Maryland to US 17)

Tax Parcel ID No.: 32-05-26-021022-001-00

Address: 1646 Rivers Road
Green Cove Springs, FL 32043

TEMPORARY CONSTRUCTION EASEMENT

(Parcel 6-717)

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement Agreement") is made this _____ day of _____ 2025, by and between **Harry L. Hunter and Sharri B. Hunter, his wife,** whose address is 1646 Rivers Road, Green Cove Springs, FL 32043 ("Grantor"), and **CLAY COUNTY**, a political subdivision of the State of Florida, the address of which is P.O. Box 1366, Green Cove Springs, FL 32043 its successors and assigns, ("Grantee").

RECITALS:

Grantor is the owner of certain real property in Clay County, Florida ("Grantor's Property") which abuts certain roadway improvements on CR 315 (Maryland to US 17), (the "Project"). In conjunction with the Project, the Grantee desires to acquire and the Grantor desires to grant an easement, right and privilege to enter upon that portion of the Grantor's Property as more particularly described on ***Exhibit "A"*** attached hereto and incorporated herein (the "Easement Area") for construction purposes.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. The foregoing recitals are true and correct and hereby incorporated into and made a part of this Easement Agreement.
2. Grantor hereby grants to the Grantee, its employees, agents, engineers, contractors and other representatives ("Grantee's User's") the right and easement to enter upon the Easement Area with equipment, vehicles and materials and to perform all construction work related to the Project as Grantee deems necessary or prudent, including, without limitation, clearing, grubbing, excavation, sloping, grading, storage of materials and equipment and materials, relocation of utilities, reconfiguration of sidewalks, driveways and drainage and all other work to conform and harmonize the Easement Area and improvements thereon with Grantor's adjoining property (the "Work").
3. The easement granted herein shall be for a term beginning upon the commencement date of the Project and ending upon completion of the Project.

4. Grantor covenants that Grantor is the true and lawful owner in fee title of the Grantor's Property, has authority and control over the Grantor's Property and has good right and full power to enter this Easement Agreement and grant this Easement without consent or approval of any other person or party.

5. Grantor acknowledges and agrees that as of the date of Grantor execution and delivery of this Easement Agreement, Grantor hereby remises, releases, and forever discharges the Grantee, of and from all, and all manner of action and actions, cause and causes of action for any claim for loss relating to Grantor's affected interest, severance damages, business damages or any other similar damages; provided, such release shall not release Grantee from any damages caused by the negligence or intentional wrongdoing of Grantee or Grantee's Users.

IN WITNESS WHEREOF, this Easement has been executed this _____ day of _____ 2025.

Signed, sealed and delivered in
Our presence as Witnesses

Harry L. Hunter

Print Name: _____
Address: _____

Grantor

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2025 by **Harry L. Hunter**, who () is/are personally known to me or () who has/have produced _____ as identification.

Notary Public, State and County Aforesaid
Printed Name: _____
My Commission Expires: _____
Commission No.: _____
() Online Notary (Check if acknowledgment
done by Online Notarization).

Signed, sealed and delivered in
Our presence as Witnesses

Sharri B. Hunter

Print Name: _____
Address: _____

Grantor

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

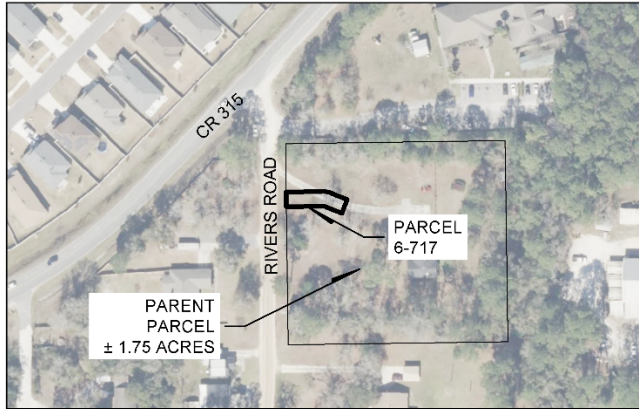
The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2025 by **Sharri B. Hunter**, who () is/are personally known to me or () who has/have produced _____ as identification.

Notary Public, State and County Aforesaid
Printed Name: _____
My Commission Expires: _____
Commission No.: _____
() Online Notary (Check if acknowledgment
done by Online Notarization).

Exhibit A

LEGAL DESCRIPTION PARCEL 6-717

A TEMPORARY CONSTRUCTION EASEMENT LYING IN PARCEL ID:
32-05-26-021022-001-00 AS PER OFFICIAL RECORD BOOK 1166 PAGE 357
CLAY COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LYING IN OFFICIAL RECORD BOOK 1166, PAGE 357, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 1166 PAGE 357, LOCATED ALONG THE EASTERLY EXISTING RIGHT OF WAY LINE OF RIVERS ROAD (A 50 FEET WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 71507-2601); THENCE ALONG THE SAID EASTERLY RIGHT OF WAY SOUTH 00°47'16" EAST A DISTANCE OF 66.07 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING THE EASTERLY RIGHT OF WAY OF SAID PARCEL NORTH 89°23'42" EAST A DISTANCE OF 47.73 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF A 40.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 21°49'42"; AN ARC DISTANCE OF 15.24 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79°41'27" EAST, 15.15 FEET TO A TANGENT LINE; THENCE SOUTH 68°46'36" EAST A DISTANCE OF 22.31 FEET; THENCE SOUTH 21°13'24" WEST A DISTANCE OF 20.01 FEET; THENCE NORTH 68°46'36" WEST A DISTANCE OF 22.31 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 19.99 FEET; THENCE THROUGH A CENTRAL ANGLE OF 21°49'42"; AN ARC DISTANCE OF 7.61 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79°41'27" WEST, 7.57 FEET TO A TANGENT LINE; THENCE SOUTH 89°23'42" WEST TO THE SAID EAST LINE OF PARCEL A DISTANCE OF 47.66 FEET; THENCE ALONG SAID EAST LINE NORTH 00°47'16" WEST A DISTANCE OF 20.01 FEET THE **POINT OF BEGINNING**.

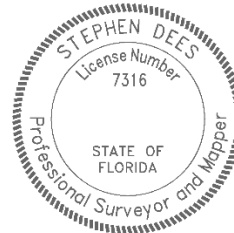
TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1,630 SQUARE FEET, MORE OR LESS.

**PREPARED FOR/
CERTIFIED TO:**

CLAY COUNTY

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2024 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORDS BOOK 1166, PAGE 357
 - 5.2. FOOT SECTION NO. 71507-2601
6. ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA
7. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
8. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
9. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 81°50'54" WEST ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 315.



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY

 4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 866.908.2220 www.wginc.com Cert. No. 6091 - LB No. 7055	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE:	REVISION:		BY:		
		OFFICE	GC	DATE:	09/11/2024	JOB:	CR-315 (6)
		CHECKED	SD	DWG	TCE 6-717	SHEET	1 OF 2

EXHIBIT C

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared **Harry L. Hunter and Sharri B. Hunter, his wife** "Seller", ("Seller" refers to singular or plural as context requires) who, first being duly sworn, depose and say:

A. OWNER'S AFFIDAVIT

1. Seller is the owner of the property described on Exhibit A attached hereto.
2. There is no outstanding contract for the sale of the property to any person or persons whomsoever, nor any unrecorded deed, mortgage or other conveyances affecting the title to the Property.
3. The property is free and clear of all liens, taxes, encumbrances and claims of any kind, nature and description of record whatsoever, except for real estate taxes for the current year.
4. There have been no improvements made upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens might be claimed by anyone.
5. There are no matters pending against Seller which could give rise to a lien that would attach to the Property during the period of time between the effective date of the title insurance commitment and the time of recording of the instruments evidencing the Buyer's fee simple or other interests in the Property; and that the Seller has not executed and will not execute any instrument that would adversely affect the title to the Property from the date of this Affidavit forward.
6. There are no judgments, claims, disputes, demands or other matters pending against Seller that could attach to the Property. Seller has complied with the Florida Sales Tax laws where applicable. Seller acknowledges responsibility for water, sewer and electrical consumption charges through date of closing or occupancy by Buyer, whichever first occurs.
7. Seller is in sole constructive or actual possession of the Property and no other person has any right to possession of the Property or asserts any claim of title or other interests in it.
8. Seller represents there are no violations of governmental laws, regulations or ordinances pertaining to the use of the Property.

B. NON-FOREIGN CERTIFICATE AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a U.S. real property interest must withhold tax if the transferor ("Seller") is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the Seller of the property and not the disregarded entity. To inform the Buyer that withholding of tax is not required upon the disposition of a U.S. real property interest by Seller, the undersigned hereby certifies the following on behalf of Seller:

1. Seller's address is: 1646 Rivers Road, Green Cove Springs, FL 32043.
2. **Harry L. Hunter's** US Taxpayer Identification Number is: _____.
Sharri B. Hunter's US Taxpayer Identification Number is: _____.
3. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
4. Seller is not a disregarded entity as defined by §1.1445-2(b)(2)(iii).

In connection with the sale or exchange of the Property you are required by law to provide a W-9 with your taxpayer identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.

5. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-S, the property is Seller's (check one):

_____ Principal Residence
_____ Other

This taxpayer identification number is being provided in connection with a real estate transaction.

The undersigned understand that this Certificate may be disclosed to the Internal Revenue Service by the Buyer and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document as or on behalf of the Seller, and that the number shown on this statement is Seller's correct TIN.

Seller states that this instrument is given for the express purpose of inducing CLAY COUNTY, a political subdivision of the State of Florida, "Buyer", to purchase the property with the knowledge that the Buyer is relying upon the statements set forth herein. This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

DATED this ____ day of _____, 2025.

Harry L. Hunter

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed before me by means of [] physical presence or [] online notarization,
____ day of _____, 20____ by Harry L. Hunter, who has executed this instrument and [] who
is personally known to me or [] who has produced _____ as identification.

Signature

Print Name

(NOTARY SEAL)

DATED this ____ day of _____, 2025.

Sharri B. Hunter

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to and subscribed before me by means of [] physical presence or [] online notarization,
____ day of _____, 20____ by Sharri B. Hunter, who has executed this instrument and [] who
is personally known to me or [] who has produced _____ as identification.

Signature

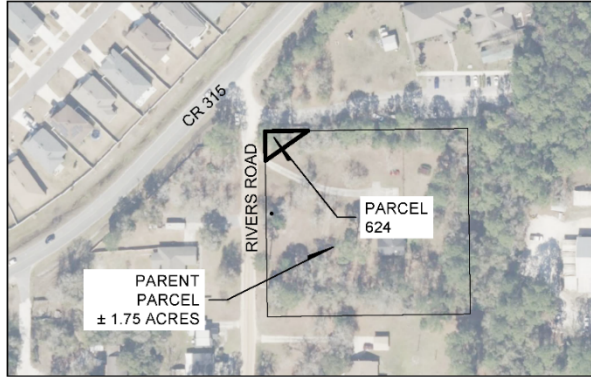
Print Name

(NOTARY SEAL)

EXHIBIT A

LEGAL DESCRIPTION PARCEL 624

A PORTION OF LAND LYING IN PARCEL ID: 32-05-26-021022-001-00 AS PER
OFFICIAL RECORD BOOK 1166 PAGE 357
CLAY COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN OFFICIAL RECORD BOOK 1166, PAGE 357, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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A PORTION OF LAND CONTAINING 1,391 SQUARE FEET, MORE OR LESS.

**PREPARED FOR/
CERTIFIED TO:**

CLAY COUNTY



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
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3. COPYRIGHT © 2024 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
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 - 5.2. FDOT SECTION NO. 71507-2601
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THIS IS NOT A SURVEY

 4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 866.809.2220 www.wginc.com Cert No. 6091 - LB No. 7055	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE:	REVISION:		BY:	
		OFFICE	GC	DATE:	09/11/2024	JOB: CR-315 (6)
		CHECKED	SD	DWG	PARCEL 624	SHEET 1 OF 2



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County
Commissioners

DATE: 1/29/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
PSA- County Road 315 Business Park	Agreement/Contract	2/6/2025	616_6-709_PSA_CR_315_Business_Park_SIGNEDada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	2/5/2025 - 5:26 PM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. _____
(PROJECT #6A CR 315 (Maryland to US 17))

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (“Agreement”) is made this _____ day of _____, 2025, 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 **County Road 315 Business Park, LLC, a Florida Limited Liability Company**, whose address is 5000 Highway 17, Ste. 18-114, Fleming Island, FL 32003 (the “Seller”). (County and the Seller are sometimes hereinafter individually referred to as a “Party” or collectively as the “Parties”).

RECITALS:

Seller is the owner of a certain parcel of real property located in Clay County, Florida. The County desires a portion of the parcel which is particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, “Parcel 616”). The County desires Parcel 616 for roadway widening purposes. The County is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell Parcel 616 to the County and the County desires to purchase Parcel 616 from Seller upon the terms and conditions hereinbelow set forth. Additionally, to allow for a harmonious tie-in for Seller’s driveway to the new roadway limits, the County desires a Temporary Construction Easement, Parcel 6-709.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the County and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to the County and the County agrees to purchase from Seller Parcel 616 and to compensate for a Temporary Construction Easement, Parcel 6-709, in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Purchase Price.** The purchase price to be paid by the County at Closing and only in the event of Closing for Parcel 616, and a Temporary Construction Easement, Parcel 6-709, is a total of **\$114,500.00** (\$109,700.00 for Parcel 616 and \$4,800.00 for Parcel 6-709).

At Closing, the County shall also pay: (i) the costs of recording the Deed and Temporary Construction Easement delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by the County; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner’s title commitment.

At Closing, the Seller shall pay all costs to prepare and record any documents necessary to cure any title defect and any property taxes for Parcel 616, prorated to date of Closing. The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax.

Except as provided above, each Party shall pay its own attorneys or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Clay County, Florida.

3. **Conditions and Limitations.**

a. This Agreement is subject to the final approval of the Clay County Board of County Commissioners after a public hearing held five (5) days after public notice. Through the date of such hearing on or before **February 11, 2025**, this Agreement shall be binding upon the Seller upon its due execution by Seller and delivery to the County as an irrevocable offer. If the County fails to hold such hearing on or before such date, or if the County elects not to approve this Agreement at such hearing for whatever reason in its sole discretion, then the County shall have no obligations to the Seller, and the Seller shall have no recourse against the County and each party shall go hence without day, and the offer shall be deemed revoked. If the Board of County Commissioners of the County shall approve this Agreement at such hearing, then this Agreement shall become effective and binding on the County upon the date thereof, which date shall be deemed the effective date of this Agreement.

b. Closing shall occur within sixty (60) days after Board approval, on a date specified by the County upon not less than ten (10) days' written notice to Seller, unless extended by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the County's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

c. Seller is responsible for all taxes due on Parcel 616 up to, but not including the day of Closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata share of all taxes, assessments and charges as determined by the Clay County Property Appraiser, the Clay County Tax Collector and/or other applicable governmental authority.

d. Seller is responsible for delivering marketable title to the County. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to the County ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after Closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of Parcel 616 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 "B"** and incorporated herein by reference, conveying marketable record title to Parcel 616 to the County, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers such Parcel 616 at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the County's election, be satisfied and paid with the proceeds of the Purchase Price. Additionally, Seller shall execute a Temporary Construction Easement for Parcel 3-702 in substantially the form and content attached hereto as part of Exhibit "B" and incorporated herein by reference.

f. If ownership of Parcel 616 is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23, Florida Statutes**, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "C"** and

incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents as needed to convey marketable record title as provided.

g. Seller expressly represents and warrants, to Seller's knowledge, that no Hazardous Substances have been released, stored, disposed of or discharged upon Parcel 616 or upon any immediately adjacent property owned at any time by the Seller. For purposes hereof, "Hazardous Substances" includes any and all materials or substances which are regulated by, or the presence of which could give rise to liability for an owner of property for removal or cleanup, under any federal, state, or local law, statute, rule, regulation or ordinance. Except as otherwise set forth herein, to the best of Seller's knowledge, there previously have been and presently are no above-ground or underground tanks or lines for the storage or transmission of toxic or hazardous wastes, materials or substances, or petroleum products or waste oils upon Parcel 616 or upon any immediately adjacent property owned at any time by the Seller. The Seller has neither used nor permitted the use of Parcel 616 for any such purposes. Furthermore, Seller expressly represents and warrants, to Seller's knowledge: (a) compliance of Parcel 616 with "Environmental Laws" as that term is hereinafter defined, and (b) the absence on Parcel 616 of any materials, waste, contaminants, pollutants, mold, fungus, bacteria or other substances or conditions which are toxic, dangerous, radioactive, disease causing, carcinogenic, infectious, caustic, or contain petroleum products or by-products, asbestos, heavy metals, or are defined as toxic, dangerous to health or otherwise hazardous by reference to any Environmental Laws. As used in this Agreement, "Environmental Laws" means collectively Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendments and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), and any other federal, state or local environmental legislation or ordinances applicable to Parcel 616. In the event Hazardous Materials are discovered or other conditions which would impair the ability of the County to use Parcel 616 for the intended purpose, Seller shall remain obligated hereunder, with such obligation to survive the Closing and delivery and recording of the warranty deed, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense. Further, Seller shall indemnify and save harmless and defend the County, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on Parcel 616 prior to Closing whether the Hazardous Materials are discovered prior to or after Closing, except to the extent exacerbated by the County. Seller shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the County as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on Parcel 616 prior to Closing are alleged to be a contributing legal cause, except to the extent placed on Parcel 616 by the County or otherwise exacerbated by the County. Seller shall save the County harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

h. Seller and County agree that this Agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this Agreement, shall be binding on the Parties.

4. **County's Entry on Property:** For as long as this Agreement is in effect and provided that Parcel 616 is not damaged and is left in a clean and safe condition, the Seller hereby gives permission to the County or its agents to enter upon any portion of Parcel 616 to conduct, at the County's sole expense,

such tests as the County may choose to perform including, but not limited to, environmental testing, topographic surveys, core borings, soil test pits and load bearing tests as may be required by the County to determine the physical characteristics of the substrata of Parcel 616. The County shall not be required to restore Parcel 616 substantially to its condition immediately prior to such tests unless the Closing does not occur in which case, the County will restore Parcel 616 substantially to its condition immediately prior to such tests. In the event any of the referenced testing reveals that Parcel 616 is not suitable for the purposes of building the proposed improvements on it or there exists the possible existence of Hazardous Substances related to Parcel 616, then the County may terminate this Agreement.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **General Provisions.**

a. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

b. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

c. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the County.

d. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

e. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

f. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

g. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

h. Seller and the County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing.

i. This Agreement shall be interpreted under the laws of the State of Florida.

j. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Clay County, Florida.

k. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

l. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations.

m. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

n. The parties agree that electronic signatures may be utilized and that a digital signature of the party or witness set forth below is intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to Parcel 616.

8. **Waiver of Jury Trial.** SELLER AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon County's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date that the Board of County Commissioners approves this Agreement.

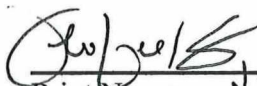
11. **Release of County.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the County of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of Parcel 616 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

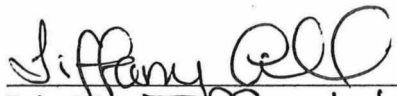
Section 768.28, Florida Statutes. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

Broker. The Seller represents to the County that a real estate broker or agent has not assisted the Seller nor is there a real estate commission owed with regard to the sale of Parcel 616 nor the compensation for a Temporary Construction Easement, Parcel 6-709, 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.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.


Witnesses:


Print Name: Jennifer King
Address: 1755 Eagle Harbor Parkway
Fleming Island FL 32003


Print Name: Tiffany Miller
Address: 1755 Eagle Harbor Parkway
Fleming Island FL 32003

SELLER:

**County Road 315 Business Park, LLC,
a Florida Limited Liability Company**

By: 
Print: FRANK SALVONIK
Title: TRUSTEE
Date: JAN. 27, 2025

COUNTY:

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Betsy Condon, Its Chairman

ATTEST:

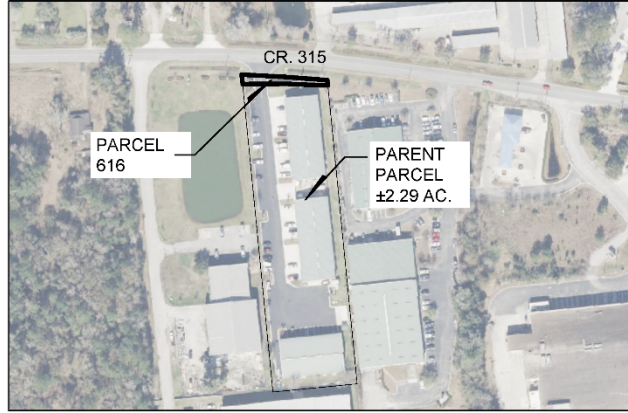
Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 616

A PORTION OF LAND LYING IN PARCEL
 ID: 39-05-26-015113-006-02
 AS PER OFFICIAL RECORD BOOK 4062, PAGE 422
 SECTION 39 TOWNSHIP 5 SOUTH, RANGE 26 EAST
 CLAY COUNTY, FLORIDA.



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, STATE OF FLORIDA, AND LYING IN OFFICIAL RECORD BOOK 4062, PAGE 422, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 4062, PAGE 422, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION No. 71507-2601); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG CURVE WITH A RADIUS 2845.46 FEET; THROUGH A CENTRAL ANGLE OF 03°21'27"; FOR AN ARC DISTANCE OF 166.74 FEET; CHORD BEARING OF SOUTH 88°18'56" EAST; CHORD DISTANCE OF 166.71 FEET TO EAST LINE OF SAID PARCEL; THENCE ALONG SAID WEST LINE SOUTH 05°36'58" EAST A DISTANCE OF 10.24 FEET TO A POINT OF CURVE; ALONG CURVE WITH A RADIUS 2422.00 FEET; THROUGH A CENTRAL ANGLE OF 01°52'28"; FOR AN ARC DISTANCE OF 79.24 FEET; CHORD BEARING OF NORTH 87°41'44" WEST; CHORD DISTANCE OF 79.24 FEET; THENCE SOUTH 89°41'03" WEST A DISTANCE OF 88.41 FEET TO WEST LINE OF SAID PARCEL; THENCE NORTH 05°36'58" WEST ALONG SAID WEST LINE A DISTANCE OF 18.29 FEET TO POINT OF BEGINNING.

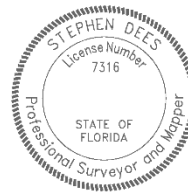
SAID PARCEL OF LAND CONTAINING ± 2309 SQ. FT.

**PREPARED FOR/
 CERTIFIED TO:**

CLAY COUNTY, FL.

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2024 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT, DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORDS BOOK 4062, PG. 422
 - FDOT MAP SECTION NO. 71507-2601
- ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315



FOR THE FIRM
 WGI, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
 STEPHEN DEES,
 PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY



PHONE NO. 904.470.4503
 CERT. NO. 53874
 LB NO. 7055

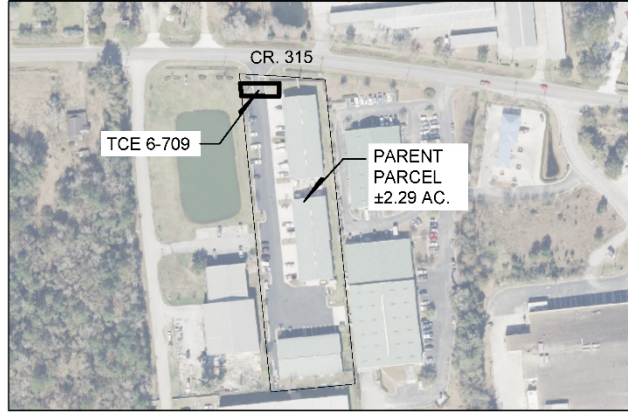
LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE:	REVISION:		BY:
OFFICE:	JH	DATE: 9/17/2024	JOB: CR. 315 (6)
CHECKED:	SD	DWG: P-616.DWG	SHEET 1 OF 2

LEGAL DESCRIPTION

TCE 6-709

A TEMPORARY CONSTRUCTION EASEMENT LYING IN PARCEL
 ID: 39-05-26-015113-006-02
 AS PER OFFICIAL RECORD BOOK 4062, PAGE 422
 SECTION 39 TOWNSHIP 5 SOUTH, RANGE 26 EAST
 CLAY COUNTY, FLORIDA.



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN SECTION 39 , TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, STATE OF FLORIDA, AND LYING IN OFFICIAL RECORD BOOK 4062, PAGE 422, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH-WEST CORNER OF SAID OFFICIAL RECORD BOOK 4062, PAGE 422, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION No. 71507-2601), DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 05°36'58" EAST ALONG WEST LINE OF SAID PARCEL A DISTANCE OF 18.29 FEET TO A POINT OF BEGINNING; THENCE NORTH 89°41'03" EAST A DISTANCE OF 75.77 FEET; THENCE SOUTH 01°14'30" WEST A DISTANCE OF 25.46 FEET TO A POINT OF CURVE; ALONG SAID CURVE WITH A RADIUS OF 2592.72 FEET; THROUGH A CENTRAL ANGLE 01°36'33"; FOR AN ARC DISTANCE 72.81 FEET; CHORD BEARING NORTH 89°33'54" WEST; CHORD DISTANCE OF 72.81 FEET TO THE WEST LINE OF SAID PARCEL; THENCE ALONG SAID WEST LINE NORTH 05°36'58" WEST A DISTANCE OF 24.60 FEET TO POINT OF BEGINNING.

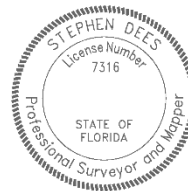
SAID PARCEL OF LAND CONTAINING ± 1842 SQ. FT.

**PREPARED FOR/
 CERTIFIED TO:**

CLAY COUNTY, FL.

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2024 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT, DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORDS BOOK 4062, PG. 422.
 - 5.2. FDOT MAP SECTION NO. 71507-2601.
6. ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
7. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
8. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
9. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315



FOR THE FIRM
 WGI, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
 STEPHEN DEES,
 PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY



LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE:	REVISION:		BY:
OFFICE:	JH	DATE: 8/19/2024	JOB: CR. 315 (6)
CHECKED:	SD	DWG: TCE 6-708.DWG	SHEET 1 OF 2

EXHIBIT B

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

Portion of R. E. Parcel No.: 39-05-26-015113-006-02

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the ___ day of _____, 20__, by **County Road 315 Business Park, LLC, a Florida Limited Liability Company**, whose address is 5000 Highway 17, Ste. 18-114, Fleming Island, FL 32003, 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, hereafter called the "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 Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND
DELIVERED IN OUR PRESENCE:**

**County Road 315 Business Park, LLC, a
Florida Limited Liability Company**

Print name: _____
Address: _____

By: _____
Print name: _____
Title: _____

Print name: _____
Address: _____

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 20__, by _____, as _____ of County Road 315 Business Park, LLC, a Florida Limited Liability Company, who is personally known to me or () who has produced _____ as identification.

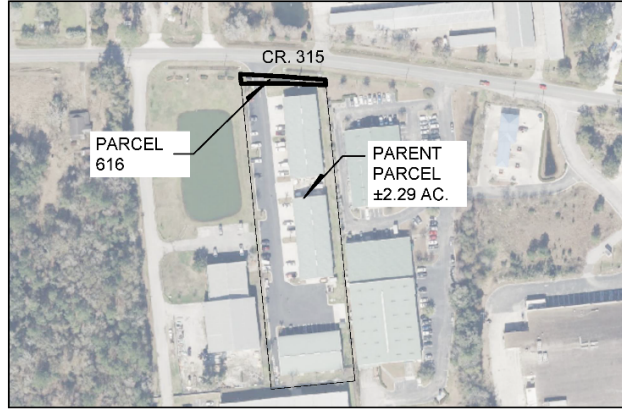
(Notary Seal)

Notary Public
Print Name: _____
My Commission Expires: _____

Exhibit A

LEGAL DESCRIPTION PARCEL 616

A PORTION OF LAND LYING IN PARCEL
ID: 39-05-26-015113-006-02
AS PER OFFICIAL RECORD BOOK 4062, PAGE 422
SECTION 39 TOWNSHIP 5 SOUTH, RANGE 26 EAST
CLAY COUNTY, FLORIDA.



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, STATE OF FLORIDA, AND LYING IN OFFICIAL RECORD BOOK 4062, PAGE 422, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 4062, PAGE 422, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION No. 71507-2601); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG CURVE WITH A RADIUS 2845.46 FEET; THROUGH A CENTRAL ANGLE OF 03°21'27"; FOR AN ARC DISTANCE OF 166.74 FEET; CHORD BEARING OF SOUTH 88°18'58" EAST, CHORD DISTANCE OF 166.71 FEET TO EAST LINE OF SAID PARCEL, THENCE ALONG SAID WEST LINE SOUTH 05°36'58" EAST A DISTANCE OF 10.24 FEET TO A POINT OF CURVE; ALONG CURVE WITH A RADIUS 2422.00 FEET; THROUGH A CENTRAL ANGLE OF 01°52'28"; FOR AN ARC DISTANCE OF 79.24 FEET; CHORD BEARING OF NORTH 87°41'44" WEST; CHORD DISTANCE OF 79.24 FEET; THENCE SOUTH 89°41'03" WEST A DISTANCE OF 86.41 FEET TO WEST LINE OF SAID PARCEL; THENCE NORTH 05°36'58" WEST ALONG SAID WEST LINE A DISTANCE OF 18.29 FEET TO **POINT OF BEGINNING**

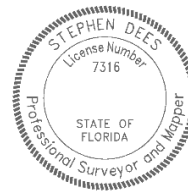
SAID PARCEL OF LAND CONTAINING ± 2309 SQ. FT.

**PREPARED FOR/
CERTIFIED TO:**

CLAY COUNTY, FL.

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2024 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT OPINION, OR ABSTRACT DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORDS BOOK 4062, PG. 422
 - 5.2. FDOT MAP SECTION NO. 71507-2601
 ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
8. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY



LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE:		REVISION:		BY:	
	OFFICE	JH	DATE:	9/17/2024	JOB: CR. 315 (6)	
	CHECKED	SD	DWG:	P616.DWG	SHEET 1 OF 2	

Prepared by:
Clay County Attorney's Office

After Recording Return to:
Clay County
P.O. Box 1366
Green Cove Springs, FL 32043

Project: Roadway Improvements
PROJECT #6A - CR 315 (Maryland to US 17)

Tax Parcel ID No.: 39-05-26-015113-006-02

Address: 3215 Business Park Court
Green Cove Springs, FL 32043

TEMPORARY CONSTRUCTION EASEMENT
(Parcel 6-709)

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement Agreement") is made this ____ day of _____ 20__, by and between **County Road 315 Business Park, LLC, a Florida Limited Liability Company**, whose address is 5000 Highway 17, Ste. 18-114, Fleming Island, FL 32003 ("Grantor"), and **CLAY COUNTY**, a political subdivision of the State of Florida, the address of which is P.O. Box 1366, Green Cove Springs, FL 32043 its successors and assigns, ("Grantee").

RECITALS:

Grantor is the owner of certain real property in Clay County, Florida ("Grantor's Property") which abuts certain roadway improvements on CR 315 (Maryland to US 17), (the "Project"). In conjunction with the Project, the Grantee desires to acquire and the Grantor desires to grant an easement, right and privilege to enter upon that portion of the Grantor's Property as more particularly described on ***Exhibit "A"*** attached hereto and incorporated herein (the "Easement Area") for construction purposes.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. The foregoing recitals are true and correct and hereby incorporated into and made a part of this Easement Agreement.

2. Grantor hereby grants to the Grantee, its employees, agents, engineers, contractors and other representatives ("Grantee's User's") the right and easement to enter upon the Easement Area with equipment, vehicles and materials and to perform all construction work related to the Project as Grantee deems necessary or prudent, including, without limitation, clearing, grubbing, excavation, sloping, grading, storage of materials and equipment and materials, relocation of utilities, reconfiguration of sidewalks, driveways and drainage and all other work to conform and harmonize the Easement Area and improvements thereon with Grantor's adjoining property (the "Work").

3. The easement granted herein shall be for a term beginning upon the commencement date of the Project and ending upon completion of the Project.

4. Grantor covenants that Grantor is the true and lawful owner in fee title of the Grantor's Property, has authority and control over the Grantor's Property and has good right and full power to enter this Easement Agreement and grant this Easement without consent or approval of any other person or party.

5. Grantor acknowledges and agrees that as of the date of Grantor execution and delivery of this Easement Agreement, Grantor hereby remises, releases, and forever discharges the Grantee, of and from all, and all manner of action and actions, cause and causes of action for any claim for loss relating to Grantor's affected interest, severance damages, business damages or any other similar damages; provided, such release shall not release Grantee from any damages caused by the negligence or intentional wrongdoing of Grantee or Grantee's Users.

IN WITNESS WHEREOF, this Easement has been executed this _____ day of _____
_____ 20__.

Signed, sealed and delivered in
Our presence as Witnesses

**County Road 315 Business Park, LLC, a
Florida Limited Liability Company**

Print Name: _____
Address: _____

Grantor _____
Print _____
Title _____

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this __ day of _____, 20__ by _____, as _____ of County Road 315 Business Park, LLC, a Florida Limited Liability Company, who () is/are personally known to me or () who has/have produced _____ as identification.

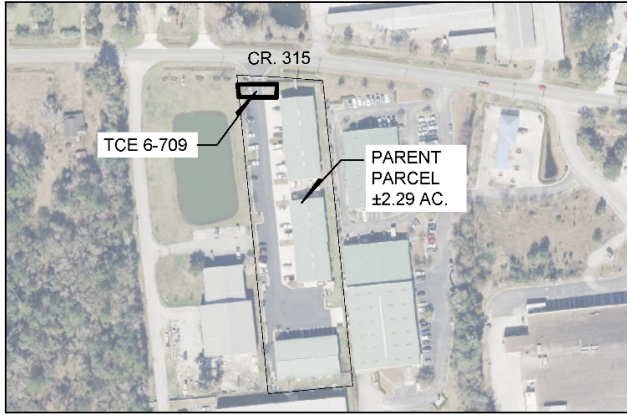
Notary Public, State and County Aforesaid
Printed Name: _____
My Commission Expires: _____
Commission No.: _____
() Online Notary (Check if acknowledgment
done by Online Notarization).

Exhibit A

LEGAL DESCRIPTION

TCE 6-709

A TEMPORARY CONSTRUCTION EASEMENT LYING IN PARCEL
ID: 39-05-26-015113-006-02
AS PER OFFICIAL RECORD BOOK 4062, PAGE 422
SECTION 39 TOWNSHIP 5 SOUTH, RANGE 26 EAST
CLAY COUNTY, FLORIDA.



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, STATE OF FLORIDA, AND LYING IN OFFICIAL RECORD BOOK 4062, PAGE 422, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 4062, PAGE 422, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION No. 71507-2601), DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 05°38'58" EAST ALONG WEST LINE OF SAID PARCEL A DISTANCE OF 18.29 FEET TO A **POINT OF BEGINNING**, THENCE NORTH 89°41'03" EAST A DISTANCE OF 75.77 FEET; THENCE SOUTH 01°14'30" WEST A DISTANCE OF 25.46 FEET TO A **POINT OF CURVE**, ALONG SAID CURVE WITH A RADIUS OF 2592.72 FEET, THROUGH A CENTRAL ANGLE 01°36'33"; FOR AN ARC DISTANCE 72.81 FEET, CHORD BEARING NORTH 89°39'54" WEST, CHORD DISTANCE OF 72.81 FEET TO THE WEST LINE OF SAID PARCEL; THENCE ALONG SAID WEST LINE NORTH 05°38'58" WEST A DISTANCE OF 24.60 FEET TO **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINING ± 1842 SQ. FT.

PREPARED FOR/ CERTIFIED TO:

CLAY COUNTY, FL.

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE 'STANDARDS OF PRACTICE', AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE SJ-17.050 THROUGH SJ-17.063, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2024 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT, DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORDS BOOK 4062, PG. 422.
 - 5.2. FDOT MAP SECTION NO. 71507-2601.
6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
8. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315.



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY

 WGI <small>4371 U.S. HWY 17 SOUTH, SUITE 203 FLEMING ISLAND, FL 32003</small>	PHONE NO. 904.470.4623 CERT NO. 33574 LB NO. 7055	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE: _____	REVISION: _____	BY: _____
	OFFICE: JH DATE: 8/19/2024 JOB: CR. 315 (6)		CHECKED: SD DWG: TCE 6-709.DWG SHEET 1 OF 2		
	THIS IS NOT A SURVEY				

EXHIBIT C

PUBLIC DISCLOSURE AFFIDAVIT

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent **County Road 315 Business Park, LLC, a Florida Limited Liability Company** in the capacity of _____; and my full name and address is _____; and **County Road 315**

Business Park, LLC, a Florida Limited Liability Company holds legal title to the real estate described in Attachment A to this affidavit; and (select appropriate option)

- The names and addresses of all persons who hold a beneficial interest in the real estate are listed on Attachment B to this affidavit.
- All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
- The above-named trust is a trust created at least three years prior to _____. Said trust is exempt from disclosure pursuant to Section 286.23(b), Florida Statutes. As trustee for said trust, I hereby certify, under penalty of perjury, that no public officer or employee has any beneficial interest in said trust. Further, I have disclosed on Attachment B to this affidavit all changes to the trust instruments and to persons having a beneficial interest in said trust that occurred during the three years prior to the above date. I further certify that this disclosure has been made within 48 hours of the deposit of money into the registry of the court.

_____, Affiant

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20__, by _____, as _____ of County Road 315 Business Park, LLC, a Florida Limited Liability Company. He/she is (___) personally known to me or who (___) produced _____ as identification.

(Notary Seal)

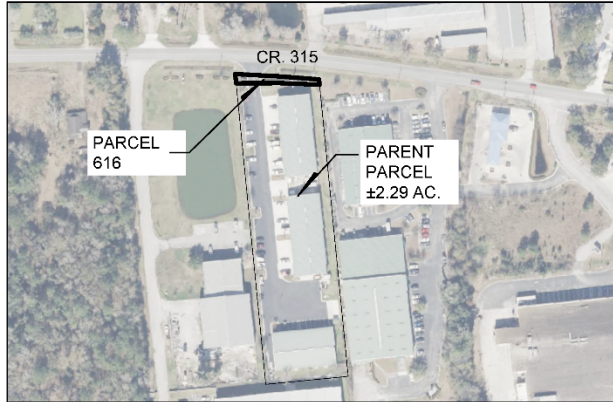
Notary Public
Print Name: _____
My Commission Expires: _____

ATTACHMENT A

LEGAL DESCRIPTION

PARCEL 616

A PORTION OF LAND LYING IN PARCEL
 ID: 39-05-26-015113-006-02
 AS PER OFFICIAL RECORD BOOK 4062, PAGE 422
 SECTION 39 TOWNSHIP 5 SOUTH, RANGE 26 EAST
 CLAY COUNTY, FLORIDA.



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, STATE OF FLORIDA, AND LYING IN OFFICIAL RECORD BOOK 4062, PAGE 422, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 4062, PAGE 422, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 71507-2801); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, ALONG CURVE WITH A RADIUS 2845.46 FEET; THROUGH A CENTRAL ANGLE OF 03°21'27"; FOR AN ARC DISTANCE OF 186.74 FEET, CHORD BEARING OF SOUTH 86°18'56" EAST, CHORD DISTANCE OF 186.71 FEET TO EAST LINE OF SAID PARCEL; THENCE ALONG SAID WEST LINE SOUTH 05°36'58" EAST A DISTANCE OF 10.24 FEET TO A POINT OF CURVE; ALONG CURVE WITH A RADIUS 2422.00 FEET; THROUGH A CENTRAL ANGLE OF 01°52'28"; FOR AN ARC DISTANCE OF 79.24 FEET, CHORD BEARING OF NORTH 87°41'44" WEST; CHORD DISTANCE OF 79.24 FEET; THENCE SOUTH 89°41'03" WEST A DISTANCE OF 86.41 FEET TO WEST LINE OF SAID PARCEL; THENCE NORTH 05°36'58" WEST ALONG SAID WEST LINE A DISTANCE OF 18.29 FEET TO **POINT OF BEGINNING**.

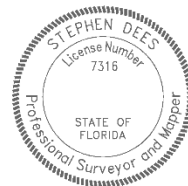
SAID PARCEL OF LAND CONTAINING ± 2309 SQ. FT.

PREPARED FOR/ CERTIFIED TO:

CLAY COUNTY, FL

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2024 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORDS BOOK 4062, PG. 422
 - 5.2. FOOT MAP SECTION NO. 71507-2801
6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
8. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315.



FOR THE FIRM
 WGI, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
 STEPHEN DEES,
 PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY



LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE:		REVISION:		BY:	
	OFFICE	JH	DATE:	9/17/2024	JOB:	CR. 315 (6)
	CHECKED	SD	DWG:	P-616DWG	SHEET	1 OF 2

ATTACHMENT B



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: BCC

DATE: 1/31/2025

FROM: Teresa Capo

SUBJECT: Keith Hadden has submitted his application for re-appointment to the Clay County Board of Adjustments. No other applications were received for consideration.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

4-year terms

All advertising requirements have been met.

ATTACHMENTS:

Description	Type	Upload Date	File Name
-------------	------	-------------	-----------

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	1/31/2025 - 9:20 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	1/31/2025 - 11:27 AM	AnswerNotes



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: BCC

DATE: 12/4/2024

FROM: Teresa Capo

SUBJECT: Susan Grich, President & CEO, Health Planning Council of Northeast Florida, Inc. is recommending the re-appointment of Andrea Crowder (Consumer Representative) to serve.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The Health Planning Council of NE Florida was established in accordance with provisions in the State's Health Planning legislation and is funded by the State to conduct planning activities in Planning District IV that includes the Counties of Baker, Clay, Duval, Flagler, Nassau, St. Johns and Volusia. It is the local arm to the State Certificate of Need Program, which approves or disapproves proposals for new or expanded hospitals, nursing homes and major medical services.

Two-Year Term

ATTACHMENTS:

Description	Type	Upload Date	File Name
Letter of Request for Reappointment	Backup Material	2/6/2025	CROWDER_2024_1205_Reappointment_Letterada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	1/23/2025 - 2:54 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	1/24/2025 - 5:10 PM	AnswerNotes

December 5, 2024

Commissioner Betsy Condon, Chair
Clay County Board of County Commissioners
P.O. Box 1366
Green Cove Springs, FL 32043

Dear Commissioner Condon,

I am writing to request your consideration for the reappointment of a Clay County representative to the Board of Directors of the Health Planning Council of Northeast Florida.

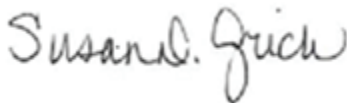
The Health Planning Council of Northeast Florida was established under state health planning legislation and is funded by the state to conduct planning activities in Planning District IV, which includes the counties of Baker, Clay, Duval, Flagler, Nassau, St. Johns, and Volusia. Our board consists of 12 executive-level volunteers representing each of the seven counties in our region, serving as Providers, Purchasers, or Consumers of health care services.

Ms. Andrea Crowder, Associate Director of the Way Free Medical Clinic, currently represents Clay County on our Board of Directors and has expressed her desire to be reappointed. We kindly request that you consider Ms. Crowder for reappointment in the Provider category.

The term for this position expires at the annual meeting of the corporation in October 2026. According to Florida Statutes and the bylaws of the Health Planning Council, the Board of County Commissioners must either reappoint or replace this individual for a two-year term.

Thank you for your attention to this matter. Please feel free to contact me at (904) 312-0612 if you have any questions.

Sincerely,



Susan Grich
President & CEO
Health Planning Council of Northeast Florida, Inc.

cc: Wiatt Bowers, Chairman of the Board of Directors
Teresa Capo, Administrative Assistant to the Board of County Commissioners,
Clay County



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, February 11 4:00 PM

TO: Board of County Commissioners

DATE: 1/16/2025

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT:

Bid Opening Tabulations for January 24, 2025:

- A. RFB No. 24/25-028, Renovation and Modernization of the Clay County Tax Collectors Office - Keystone Heights
- B. RFB No. 24/25-008, Greenway Trail and Paving Project

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Bid Opening Tabulations	Cover Memo	2/6/2025	Bid_Tabs-BCC_bid_openings_021125_ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	2/4/2025 - 11:56 AM	Item Pushed to Agenda

BID TABULATION FORM

Bid: 24/25-008

Date:

January 31, 2026

Proj: **Greenway Trail and Paving Project**

Time Open:

9:00 AM

Ad: Clay Today, December 19, 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	Bid Bond	Addendum	Base Bid Total
1	Besch and Smith Civil Group Inc.	Yes	Yes	\$ 2,449,383.90
2	C.W. Matthews Contracting Co. Inc.	Yes	Yes	\$ 3,442,979.99
3	CGC Inc.	Yes	Yes	\$ 3,942,747.00
4	D.B. Civil Construction LLC	Yes	Yes	\$ 2,829,816.00
5	J.B. Coxwell Contracting Inc.	Yes	Yes	\$ 2,937,636.15
6				
7				
8				
9				
10				
11				
12				

BID TABULATION FORM

RFB: 24/25-028

Date: January 24, 2025

Proj: **Renovation and Modernization of
the Clay County Tax Collectors'
Office - Keystone Heights**

Time Open: 9:02 AM

Ad: Clay Today, December 5, 2024

Time Close: 9:12 AM

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

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

Bidder	Addendum #1	Addendum #2	Bid Bond	Base Bid Total	Landscaping Allowance	Alternate #1	Alternate #2	Alternate #3	Total
1 Assist2Build, Inc.	YES	YES	NO	\$ 633,797.60	\$10,000.00	\$ 39,670.20	\$ 3,250.00	\$ 20,089.00	\$ 706,806.80
2 Bill Williams Air Conditioning and Heating, Inc.	NO BID								
3 Conner Construction and Demolition	YES	YES	YES	\$ 717,077.00	\$10,000.00	\$ 68,236.00	\$ 7,300.00	\$ 16,190.00	\$ 818,803.00
4 J. Lane Construction	YES	YES	YES	\$ 609,992.80	\$10,000.00	\$ 29,706.70	\$ 19,396.78	\$ 24,568.85	\$ 693,665.13
5 K & G CONSTRUCTION CO INC	NO BID								
6 Ladson Construction	YES	YES	YES	\$ 685,814.00	\$10,000.00	\$ 21,431.14	\$ 18,643.00	\$ 22,700.57	\$ 758,588.71
7 Thomas May Construction Company	YES	YES	YES	\$1,029,964.00	\$10,000.00	\$ 53,248.00	\$ 21,430.00	\$ 16,190.00	\$1,130,832.00