



BOARD OF COUNTY COMMISSIONERS MEETING AGENDA

July 8, 2025

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

INVOCATION

Commissioner Renninger

PLEDGE

Helen Garfin, (Hospital Corpsman Second Class, USN)

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

SPECIAL STAFF RECOGNITION

Steve Schoeff

Animal Services Recognition of Award

Florida Association of Counties First Place 2025 Administrative Vehicle
Graphics Award and Small County Coalition Best Legislative Day Award

PROCLAMATIONS/RESOLUTIONS

1. National Parks and Recreation Month (July 2025)

CONSTITUTIONAL OFFICERS

APPROVAL OF MINUTES

2. Board of County Commissioners Budget Workshop Meeting Minutes
June 17, 2025.
3. Board of County Commissioners Meeting Minutes June 24, 2025.

PUBLIC COMMENTS

CONSENT AGENDA

4. Finance Business

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

5. Bid No. 24/25-046, Evergreen Lane from CR 220B to Lisa Dawn Dr; Evergreen Lane to School (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-046, Evergreen Lane from CR220B to Lisa Dawn Dr; Evergreen Lane to School, to Besch and Smith Civil Group, Inc. in the amount of \$725,671.46.

Final Completion shall be accomplished within 180 days from Notice to Proceed. This project is fully funded by the Florida Department of Transportation. Approval of award will be effective after the 72-hour protest period was expired.

Funding Source: Transportation Trust Fund - All Grants Organization - Pedestrian Improvement on Evergreen Lane -Infrastructure

6. Agreement with Fleischman And Garcia & Planners, AIA, PA for Professional Architectural Services for the Oakleaf Library (K. Smith)

Approval of Agreement with Fleischman And Garcia & Planners, AIA, PA for Professional Architectural Services for the Oakleaf Library to be completed within 10 months from Notice to Proceed.

Funding Source:

Capital Improvement Plan (CIP) Project Fund -Non Capital Improvement Element - Oakleaf Library - Buildings

General Fund - Libraries Administration - Oakleaf Library - Buildings

7. Agreement with Foresite Group, LLC for the Development of a Comprehensive Safety Action Plan for Safe Streets for All (K. Smith)

Approval of Agreement with Foresite Group, LLC for the Development of a Comprehensive Safety Action Plan for Safe Streets for All in the amount of \$360,755.00 to be completed by March 31, 2026. This project is funded by the Safe Streets for All grant.

Funding Source:

Unincorporated Municipal Services MSTU Fund - All Grants Organization - Safe Streets and Roads for All FY 2023 - Professional Services

8. Request for a Private Meeting in Makayla Walsh-Brown v. Clay County,

et al., Clay County Circuit Court Case No. 2023-CA-000635 (C. Grimm)

9. Approval of Delegation of Authority to the County Engineer to execute the County's request for an exemption from the Environmental Resource Permit requirements under section 62-330.051(5(d))(12(b)), F.A.C. for the Knight's Marina Improvements Project along with all related documents associated with the project (R. Smith/W. Sams)
10. Acceptance for Final Re-Plat for Recording -Clance Bay (District 4, Comm. Condon)(R. Smith)
The Staff has reviewed and recommends that the Board accept and approve the final re-plat of Clance Bay for recording.
11. Approval of Resolution amending the County's Budget Policy originally adopted by Resolution 2021/2022-19 (T. Nagle/C. Grimm)
12. Grant Application with the U.S. Department of Veterans Affairs Staff Sgt. Parker Gordon Fox Suicide Prevention Grant Program (M. Covey)
Approval to submit a grant application for the Staff Sgt. Parker Gordon Fox Suicide Prevention Grant Program to fund one new Veterans Services Officer to provide suicide prevention training and resources for Clay County.

DISCUSSION/UPDATES

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

OLD BUSINESS

14. Rehearing to Consider adoption of PUD 24-0006 (Fleming Island Preserve) (District 1, Comm. Sgromolo)
The item was originally heard at the Board's December 10, 2024, Board meeting. In accordance with the Special Magistrate's April 30, 2025, Final Report and Recommendation, issued pursuant to Florida Land Use & Environmental Dispute Resolution Act (Sec. 70.51, Fla. Stat.) and May 23, 2025, Clarification Memo, a rehearing will be held based on the December 10, 2024, hearing transcript.

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

NEW BUSINESS

15. Agreement with Airstream Ventures for Tourism Sports Sales and Development Agreement (T. Meyer / K. Smith)
Approval of Agreement with Airstream Ventures, LLC for Tourism Sports Sales and Development Services for a term of three (3) years from the

effective date in the amount of \$6,800.00 monthly (\$81,600.00 annually).

Funding Source:

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

16. Items from the July 8, 2025 Workshop (T. Nagle)

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

17. Final Public Hearing to Consider the Annual Action Plan for the Community Development Block Grant (M. Covey)
Approval to submit the FY25/26 Annual Action Plan to the United States Department of Housing and Urban Development to support infrastructure projects in primarily low to moderate income areas of the County.
18. Public Hearing on the adoption of an Ordinance amending Ordinance No. 2003-80, which is codified as Chapter 18.3, Article VI, of the Clay County Code, entitled "Public Service Utility Tax" by amending Section 18.3-202 (a)

LETTERS FOR ACTION

19. Acceptance of Resignation from the Lake Asbury/Penney Farms Citizens Advisory Committee
Jim Ryan submitted his resignation as a member of the Lake Asbury/Penney Farms Citizens Advisory Committee.

LETTERS OF DOCUMENTATION

20. Bid Opening Tabulation (K. Smith)
Bid Opening Tabulation for June 14 2025:
A. Bid No. 24/25-046, Evergreen Lane From CR 220B to Lisa Dawn Dr; Evergreen Lane to School

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, July 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	7/1/2025 - 10:07 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Clay County
Board of County
Commissioners

DATE:

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SUBJECT:

AGENDA ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	7/1/2025 - 10:07 AM	Item Pushed to Agenda



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Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: DATE:

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SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	7/1/2025 - 10:08 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of
County
Commissioners

DATE:

FROM:

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

The Best Friends Animal Society awarded the Clay County Animal Control Shelter & Adoption Center a plaque for achieving a 90% save rate for the 2024 calendar year.

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	7/1/2025 - 10:08 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

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Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	7/1/2025 - 10:08 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: DATE:

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ITEM
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ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Parks and Recreation Month proclamation	Cover Memo	7/1/2025	2025_Parks_and_Recreation_Month_proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	7/1/2025 - 10:08 AM	Item Pushed to Agenda

WHEREAS, parks and recreation areas preserve Clay County’s cultural, historical, and ecological beauty, offering families a space to connect with nature and enjoy a high quality of life; and

WHEREAS, access to parks and recreation areas promotes health through physical activity and boosts mental well-being by enhancing cognition, reducing stress, and strengthening relationships; and

WHEREAS, designated parks and recreation areas also promote economic prosperity through increased property values, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, this July marks the 40th annual Parks and Recreation Month designation by the National Recreation and Park Association, with the 2025 theme “**Build Together, Play Together,**” honoring over 160,000 full-time professionals and countless part-time workers and volunteers who support local parks; and

WHEREAS, parks and recreation professionals are essential to creating thriving communities by building and maintaining accessible, inclusive, and sustainable programs that deliver powerful benefits to our communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim the month of July 2025, as

PARKS AND RECREATION MONTH IN CLAY COUNTY

And in so doing, we honor the 36 Clay County Parks and Recreation employees and support staff who work hard every day to maintain our County’s 65 parks and recreation areas - including the outdoor adventure park, regional sports complex, and fairgrounds - creating unique and fun opportunities for families and communities to play together.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 8th day of July 2025.

ATTEST:

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

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

Betsy Condon, Chairman

Kristen Burke, DC, Vice Chairman

John Sgromolo

Alexandra Compere

Jim Renninger



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Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

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ITEM
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ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners			
▢ Budget Workshop Meeting Minutes June 17, 2025.	Backup Material	7/1/2025	Board_of_County_Commissioners_Budget_Workshop_Meeting_Minutes_and_Attachment_June_17_2025.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	7/1/2025 - 10:09 AM	Item Pushed to Agenda



**BOARD OF COUNTY COMMISSIONERS
BUDGET WORKSHOP
MEETING MINUTES**

June 17, 2025

Administration Building

4th Floor, BCC Meeting Room

477 Houston Street

Green Cove Springs, FL 32043

9:00 AM

CALL TO ORDER

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

Chairman Betsy Condon called the meeting to order at 9:02 am.

PUBLIC COMMENTS

Chairman Betsy Condon opened the floor for public comment at 9:02 am.

Hearing no comments, Chairman Betsy Condon closed the public comment at 9:02 am.

NEW BUSINESS

1. Legislative Wrap-up

- Appropriations Requests
- Budget Impacts

Legislative Wrap-up can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 17, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2017,%202025), beginning at 0:30 and ending at 3:16. Below is a summary of the discussion.

Troy Nagle, Assistant County Manager, presented a PowerPoint presentation to provide the details and information for the budget workshop to cover the below topics:

- Legislative Wrap-Up
 - Appropriations Requests
 - Budget Impacts
- Tax Watch
- Reserves
- Budget Assumptions:
 - Transportation Trust
 - Unincorporated MSTU
 - Fire MSTU
 - Sheriff's Budget
 - General Fund
- Reductions:
 - Option 1 and 2
- Alternative Revenue Streams
- Upcoming Meetings

Mr. Nagle began the presentation to discuss the legislative wrap-up. See Attachment A - Funded Appropriations Requests. The legislative budget has been adopted and awaiting the Governors signature.

There were questions and discussions regarding CR217 bridge replacement getting vetoed.

2. Reserves

Reserves can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 17, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2017,%202025), beginning at 3:17 and ending at 8:26. Below is a summary of the discission.

Troy Nagle, Assistant County Manager, moved forward in the PowerPoint presentation to provide the details and information regarding the reserves. See Attachment A - Reserves.

There were questions and discussions regarding the difference in calculating insurance for CCSO and clarification on the budget request from the sheriff's office.

3. Fund Details

Fund details can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 17, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2017,%202025), beginning at 8:27 and ending at 26:00. Below is a summary of the discission.

Troy Nagle, Assistant County Manager, moved forward in the PowerPoint presentation to provide the details and information regarding the fund details. See Attachment A - Transportation Trust.

Topics:

- Transportation Trust
- Unincorporated MSTU
- Fire Control MSTU
- Sheriffs Office - Combined FD1029 and FD1002
- Constitutional Budgets
- General Funds
- Expenses vs. Ad Valorem

Questions and Discussions:

- Unincorporated MSTU: Planning - Engineering - Zoning - Code Enforcement
- Percentage Clarification for the \$298,762 in Reserves - 5%
- Clarification on the Increase in personnel for CCFR in 2023/2024
- CCSO:
 - Impact of 3% vs 5%
 - Projection/Approach regarding Insurance and Benefits
 - Reserves
 - Budget Option
- Constitutional Budgets:
 - Clarification of the Supervisor of Elections Budget
 - Clarification for Funding/Costs for Judges (2 - 1 Circuit - 1 County) and Deputies (4)
 - Build out for Chambers
 - Deputy Assignments - Statutorily
 - Shortage
 - ALL Property Taxes Collected in Clay County in 25/26 will fully fund the CCFR, not fully fund CCSO (mostly) - and nothing else - all other county services and the rest of CCSO will come from other revenue sources - IF available

4. Options

- Reductions to Meet Shortfalls
- Alternate Revenue Streams

Options can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 17, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2017,%202025), beginning at 26:01 and ending at 2:30:26. Below is a summary of the discussion.

Troy Nagle, Assistant County Manager, continued in the PowerPoint presentation to provide the details and information regarding the options and further request direction from the Board to move forward. See Attachment A - Proposed Reductions: Option 1

There were questions, discussions, and clarification regarding the following

topics:

Option 1:

- Reducing CCSO Operating Budget/Reserves
- Health Care Coverage - Insurance

Personnel Related Items:

- Reducing Overtime - Spending of Funds - Scheduled Overtime
- Effect of a \$5M decrease for CCSO - Positions

General:

- Exemptions for Solid Waste - Hardship and Veteran - Proposed Reduction - Process
- Fleming Island Parking Lot
- Radar Road Project - Timeline/Costs/Design/Calming Traffic Devices/Access
- Workday Support
- Storage for MIS

Public Safety Related:

- EOC AC Replacement - End of Life Cycle
- Proposed Reduction of Public Safety M & E
- The need for the second set of Bunker Gear for CCFR
- Emergency Management Overhangs x 2
- Public Training Relocate
- Reduce Public Safety Equipment

Facilities:

- Arbor Lift request
- Admin 3rd Floor Plans
- Appropriation for Orange Park Senior Center
- Building Automatic Controls - Improvements/Cost Savings - ROI

Parks and Recreation:

- Doctors Lake Improvements - Funding
- Tree House Design - Rebuild - Revenue Stream
- Moody Park Remodel
- Gun Range Barn vs. Gun Range Shed

Public Works and Engineering:

- Stormwater Repairs - Work Order Request
- Pipe Replacement
- Potential Infrastructure Failure
- Stormwater Study

- Sleepy Hollow Office
- Reduction of Funding for Public Works
- Knowles Pitt Office

Engineering:

- Storage Buildings - Traffic
- Traffic Message Boards
- Reduce Bridge Repairs
- Guard Rail Repairs/Replacement - Recovery of Funds
- Reducing Engineering Plans

Summarization of Option One (1):

- BCC Related Reductions - \$9,248,333.00
- CCSO Related Reductions - \$7,000,000.00
 - Total: \$16,248,333.00
- Total Reduction Needed: \$17,204,756.00

Mr. Nagle moved on in the presentation to provide details and information for the option two (2). See Attachment A - Proposed Reductions: Option 2.

Summarization of Option Two (2):

- BCC Related Reductions - \$14,108,333.00
- CCSO Related Reductions - \$2,500,000.00
 - Total: \$16,608,333.00
- Total Reduction Needed: \$17,204,756.00

There were comments, clarifications, questions, and discussions:

- Public Safety Storage Buildings - Gear Storage
- Bridge Repairs
- CCSO Reserves/Funding of Insurance
- Importance of Public Safety
- Upcoming Meetings/Voting
- Timeline for Suggestions from the Board

Mr. Nagle moved on in the presentation to provide details and information regarding the effects of the strategic plan, Utility Service Tax, and the upcoming meetings. See Attachment A. Strategic Plan.

Upcoming Meetings:

- Capital Improvement Plan - CIE & Non-CIE Update – June 24, 2025, BoCC Meeting
- FY2025/2026 Proposed Budget Workshop – July 8, 2025 at 9:00 am
- Max Millage Rate Set - July 22, 2025, at 5:05 pm, BoCC Meeting
- Tentative Budget Hearing – September 9, 2025, at 5:05 pm BoCC Meeting
- Final Budget Hearing – September 23, 2025, at 5:05 pm BoCC Meeting

There were more questions and discussions regarding the Utility Service Tax/Fee and earmarking the funds for public safety, general fund, delta for public safety exceeding ad valorem tax, water and electricity being essential, effects of adding a Utility Tax/Fee - roughly 6% increase - \$6.00 per month to every \$100.00 in electric/LP Gas/Propane, Etc. spent.

Several Commissioners spoke about their concerns and the difficulty of having to make decisions addressing the budget.

Mr. Nagle then addressed the Board to request direction to help move forward with the budget.

Continued comments, questions, and discussions were had regarding the CCSO Budget, reserves, insurance, reduced exemptions for solid waste, utility tax, admin 3rd floor, Sleepy Hollow Pubic Works building, county staff salary adjustment - COLA - 3% to 1%, fifteen positions, speed signs, 24/25 funding spent, and project list clarifying funds spent.

During the discussions, each Commissioner had comments regarding concerns about mitigating certain areas and finding other options to move forward with the budget and the difficult decisions that had to be made.

Following all discussions, staff has consensus and will bring back information to the Board as directed.

COMMISSIONERS' COMMENTS

Commissioners can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 17, 2025, beginning at 2:30:27 and ending at 2:47:24. Below is a summary of the discission.

Howard Wanamaker, County Attorney, addressed the Board to express his gratitude to the staff and Commission for their time and all their hard work, as well as the difficulty in addressing the budget, and he has heard the priorities from the Commission loud and clear.

Commissioner Jim Renninger mentioned the guest columnist in the Times Union - County Manager Wanamaker, addressing financial planning, etc.

Commissioner Alexandra Compere thanked staff for the presentation and spoke about her concerns, addressing the budget and the difficult decisions that are ahead.

Chairman Betsy Condon mentioned that she did not hear anyone advocate for cutting the budget for CCSO and does not want that attached to her name. She asked for clarification on Commissioner Sgromolo's comments regarding CCSO and CCFR budgets. Commissioner Sgromolo clarified his support for CCSO and CCFR.

Chairman Condon spoke about the possibility of raising the ad valorem/utility tax, the CCSO budget, and ways to find funding.

There were comments to clarify ad valorem vs. utility tax, funding, and the rebate from CCUA.

Chairman Condon spoke about being appointed to the President's Select Committee on Property Taxes with the Florida Association of Counties, and information received at the one meeting attended, and mentioned presenting at an upcoming meeting regarding Ad Valorem funding. If you have any ideas, please get in touch with Mr. Nagle.

Hearing no further business, Chairman Betsy Condon adjourned the meeting at 11:49 am.

Attest:

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

Chairman or Vice-Chairman

Attachment
“A”
OMB Budget Workshop

Agenda

Public Comment

Legislative Wrap-up

Tax Watch

Reserves

Budget Assumptions

- Transportation Trust

- Unincorporated MSTU

- Fire MSTU

- Sheriff's Budget

- General Fund

Reductions

- Option #1

- Option #2

Alternate Revenue Streams

Upcoming Meetings

Funded Appropriation Requests

Request	Amount
Clay County Archives	\$1,000,000
County Road 217 Bridge Replacement	\$2,500,000
Clay County Public Safety Complex	\$2,000,000
Moccasin Slough	\$700,000
Lake Geneva Restoration	\$250,000
Orange Park Senior Center	\$500,000

PER CAPITA TOTAL PROPERTY TAX LEVIES FY 2022-23

1	Walton	\$4,096.06	34	Okeechobee	\$1,380.27
2	Monroe	\$3,900.61	35	Brevard	\$1,332.50
3	Collier	\$3,528.12	36	Taylor	\$1,320.03
4	Palm Beach	\$3,184.57	37	Putnam	\$1,311.15
5	Martin	\$3,056.79	38	Hardee	\$1,288.83
6	Miami-Dade	\$2,677.55	39	Leon	\$1,277.92
7	Franklin	\$2,544.14	40	Lake	\$1,266.10
8	Sarasota	\$2,532.63	41	Citrus	\$1,226.44
9	Broward	\$2,527.36	42	Pasco	\$1,165.98
10	Gulf	\$2,420.68	43	DeSoto	\$1,135.14
11	Nassau	\$2,230.57	44	Hernando	\$1,123.49
12	Pinellas	\$2,194.28	45	Polk	\$1,110.99
13	Lee	\$2,171.34	46	Escambia	\$1,097.27
14	Charlotte	\$2,126.31	47	Clay	\$1,059.23
15	Indian River	\$2,075.31	48	Highlands	\$1,003.27

PER CAPITA COUNTY GOVERNMENT PROPERTY TAX LEVIES FY 2022-23

1	Martin	\$1,596.96	34	Citrus	\$630.78
2	Walton	\$1,448.40	35	Leon	\$629.13
3	Monroe	\$1,416.70	36	Bay	\$621.31
4	Collier	\$1,387.25	37	Alachua	\$613.38
5	Nassau	\$1,157.09	38	Volusia	\$601.81
6	Franklin	\$1,142.08	39	Hernando	\$577.23
7	Gulf	\$1,115.75	40	Hendry	\$575.82
8	Palm Beach	\$1,101.04	41	Escambia	\$552.11
9	Charlotte	\$1,055.24	42	Clay	\$542.13
10	Miami-Dade	\$991.01	43	Gilchrist	\$537.81
11	Duval	\$963.76	44	Dixie	\$528.01
12	Saint Johns	\$939.35	45	Marion	\$519.08
13	Glades	\$874.92	46	Highlands	\$509.08
14	Indian River	\$864.95	47	Levy	\$508.91
15	Flagler	\$851.93	48	Madison	\$485.65
16	Hamilton	\$846.28	49	Polk	\$481.90
17	Manatee	\$838.13	50	Suwannee	\$461.80
18	Hillsborough	\$828.08	51	Lake	\$458.02

GROWTH IN TOTAL PROPERTY TAX LEVIES

FY 2012-13 to FY 2022-23

1	Walton	201.2%	34	Seminole	66.5%
2	Marion	149.9%	35	Brevard	62.4%
3	Osceola	119.5%	36	Bay	62.2%
4	Manatee	117.0%	37	Indian River	61.0%
5	Sumter	110.4%	38	Volusia	60.7%
6	Saint Lucie	108.0%	39	Glades	58.8%
7	Pasco	104.5%	40	Escambia	57.2%
8	Hillsborough	104.2%	41	Gilchrist	56.3%
9	Orange	104.0%	42	Putnam	54.6%
10	Nassau	102.7%	43	Alachua	52.8%
11	Polk	101.5%	44	Levy	51.1%
12	Saint Johns	101.4%	45	Franklin	50.6%
13	Charlotte	97.6%	46	Liberty	50.1%
14	Collier	96.4%	47	Baker	49.8%
15	Lake	95.9%	48	Leon	44.6%
16	Sarasota	94.1%	49	Suwannee	42.8%
17	Flagler	91.4%	50	Bradford	38.1%
18	Okeechobee	88.3%	51	Highlands	35.2%
19	Gulf	86.8%	52	Hamilton	33.6%
20	Miami-Dade	86.7%	53	Wakulla	32.9%
	Statewide	85.6%	54	Taylor	32.4%
21	Palm Beach	83.3%	55	Columbia	31.4%
22	Broward	81.5%	56	Madison	29.4%
23	Lee	81.3%	57	Citrus	27.7%
24	Pinellas	80.7%	58	Dixie	26.8%
25	Hernando	77.7%	59	Holmes	26.7%
26	Duval	77.5%	60	Lafayette	26.4%
27	Clay	73.8%	61	Jefferson	26.0%

Over this decade, Clay County experienced a population increase of 35,769 people, growing from 190,865 in 2012 to 226,634 in 2022. This represents an approximate 18.7% growth over the ten-year period

Reserves

The Government Finance Officers Association (GFOA) recommends that general-purpose governments maintain unrestricted fund balance in their general fund at least equal to two months of regular general fund operating revenues or expenditures. This is a baseline recommendation, and individual governments may need to adjust their reserve levels based on their specific circumstances, such as revenue volatility, potential disasters, and other factors.

This calculates to the General Fund having 16.7% in reserves at a minimum. While there is not a standard specifically for the other funds, it should be noted that any overrun or unexpected expense in the other funds would need to be made up by the General Fund.

The county General Fund currently meets the 16.7% requirement. Currently, Most of our other funds have between 5% and 10% in reserves.

Budget Basis

- Assumption for the Budget Process
 - Revenues
 - 6.6% annual growth rate in Ad Valorem Taxes (estimated)
 - 2% Growth in other non-CIP revenue streams (estimated)
 - Expenses
 - Sheriff's budget as proposed for FY25/26 (using county insurance calculation)
 - Personnel Expenses factored at 3%
 - All Constitutional budgets entered
 - Factored in current Union Contract
- Any deficit in a fund would be transferred out of the General Fund as required
- Budget at 5% reserves in Funds Law Enforcement Trust, Sheriff Countywide, Fire Control MSTU, Transportation Trust, Unincorporated Fund
- 7.5 FTEs in Board of County Commissioners budget. All are Fire Fighters coming on in Mid-Year

Transportation Trust

Account	FY2023	FY2024	FY2025	FY2026 Prop
Cash Carry			2,700,194	63,008
Revenues	9,941,665	8,844,249	8,329,501	10,335,393
Transfers	1,000,000	1,874,053	4,043,777	8,218,803
<i>Total (less 5%)</i>	10,941,665	10,718,302	14,656,999	18,100,436
Personnel	5,289,787	6,413,866	7,978,623	8,039,881
Operating	4,324,491	4,900,783	5,091,211	5,069,796
Capital	483,555	529,618	623,144	4,128,834
Other				
Total	10,097,834	11,844,267	13,692,978	17,238, 511 (20.6%)
Reserves			964,021	861,925

Unincorporated MSTU

Account	FY2023	FY2024	FY2025	FY2026 Prop
Cash Carry			1,386,974	1,699,913
Revenues	3,355,796	4,375,630	4,390,548	4,653,603
Transfers			1,411,395	153,165
<i>Total (less 5%)</i>	3,355,796	4,375,630	6,969,392	6,274,002
Personnel	2,696,675	3,287,063	3,845,508	4,230,750
Operating	852,459	919,058	2,350,289	1,521,645
Capital	54,225	3,942	275,375	222,845
Other				
Total	3,603,360	4,210,063	6,471,172	5,975,240 (-7.6%)
Reserves			498,220	298,762

Fire Control MSTU

Account	FY2023	FY2024	FY2025	FY2026 Prop
Cash Carry			2,253,755	2,504,208
Revenues	7,730,765	9,041,137	9,174,100	10,591,593
Transfers			3,935,416	2,606,873
<i>Total (less 5%)</i>	7,730,765	9,041,137	13,109,516	15,173,094
Personnel	7,465,549	8,518,782	11,202,696	11,694,895
Operating	940,282,	1,030,881	1,595,745	1,450,031
Capital	443,043	265,626,	1,026,111	1,305,641
Other				
Total	8,848,874	9,815,289	13,824,551	14,450,567 (4.5%)
Reserves			1,080,016	722,528

Sheriff's Office (Combined FD1029 and FD1002)

Account	FY2023	FY2024	FY2025	FY2026 Prop
Cash Carry			10,825,610	10,081,810
Revenues	70,902,370	82,119,330	90,824,124	105,003,274
Transfers	3,290,650	4,582,952	2,900,000	2,900,000
<i>Total (less 5%)</i>	74,193,020	86,702,282	100,008,532	114,700,540
Personnel	59,032,292	74,465,986	78,819,504	88,241,462
Operating	14,386,625	15,208,525	16,091,726	19,022,649
Capital	2,718,311	1,463,961	2,020,000	1,974,500
Other				
Total	76,137,228	91,120,472	96,931,230	109,238,611 (12.7%)
Reserves			3,077,302	5,461,929

Constitutional Budgets

Office	FY2023	FY2024	FY2025	FY2026 Prop
Property Appraiser	3,908,657	4,061,848	4,373,769	4,592,019 (5.2%)
Supervisor of Elec.	2,908,140	3,014,198	3,035,557	3,077,131 (1.4%)
Clerk of Court	1,651,719	1,891,363	2,167,948	2,081,870
Comptroller	1,419,949	1,426,047	1,830,464	1,840,901
Inspector General	636,379	588,448	655,761	722,369
Clerk Technology	519,000	519,000	608,331	652,000
VAB	77,500	98,000	102,900	102,900
Probate	232,000	232,000	234,705	276,000
Teen Court	252,000	252,000	286,250	330,000
<i>Total Clerk Functions</i>	4,788,547	5,006,858	5,886,359	6,006,039 (2.0%)

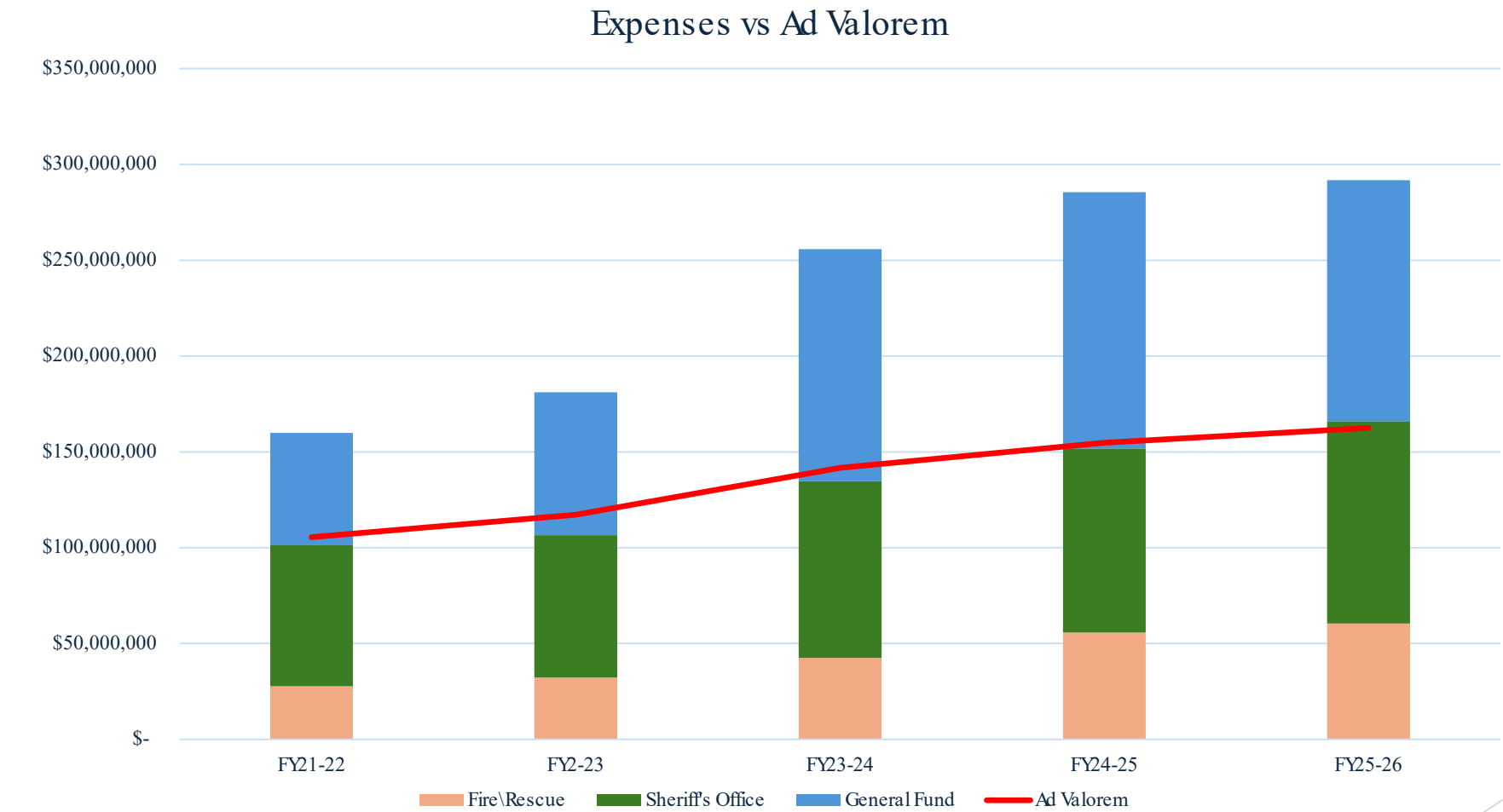
General Fund

Account	FY2023	FY2024	FY2025	FY2026 Prop
Cash Carry			68,500,000	52,996,325
Revenues	99,143,842	101,488,336	111,512,367	103,976,911
<i>Total (less 5%)</i>	99,143,842	101,488,336	174,536,226	151,983,783
Personnel	53,220,920	63,688,161	80,275,405	82,334,396
Operating	27,184,831	31,133,947	40,598,790	39,181,926
Capital	7,351,712	5,568,810	16,995,090	11,480,744
Other	942,856	1,670,050	2,130,756	1,677,414
Transfer Out	1,656,970	2,608,849	10,677,568	12,023,421
Total	90,357,287	104,669,816	150,677,609	146,697,901 (-2.6%)
Reserves			23,858,617	5,285,882

Reserves should be 16.7% of expenses less transfers or \$22,490,638

Currently we are \$17,204,756 short of this based on fully funding the Sheriff's request

Expenses vs Ad Valorem



Note: This will be the first time that Public Safety and Sheriff base budgets will cost more than the total Ad Valorem

Proposed Reductions: Option 1

Name	Amount	Budget Year
Reduce Sheriff's Operating Budget	\$5,000,000	25/26
Reduce Sheriff's Budget Reserves	\$2,000,000	25/26
<i>Personnel Related Items</i>		
Reduce Overtime	\$100,000	25/26
Reduce Training\Travel\Conferences (1.1M)	\$200,000	25/26
<i>General</i>		
Reduce Solid Waste Exemptions (1.6M)	600,000	25/26
Reduce New\Replacement Equipment (1.6M)	\$300,000	25/26
Fleming Island Parking Lot (300K)	\$300,000	24/25
Reduce Workday Support (150K)	\$25,000	25/26
Reduce ADA Improvements (200K)	\$100,000	25/26
Reduce Pressure Washing (60K)	\$25,000	24/25
MIS Storage (30K)	\$30,000	24/25

Proposed Reductions: Option 1

Name	Amount	Budget Year
<i>Public Safety Related</i>		
Mobile Command Refresh (133K)	\$133,333	25/26
EOC AC Replacement (385K)	\$385,000	25/26
Fire Logistics Overhang (150K)	\$150,000	25/26
Reduce Public Safety M&E (431K)	\$50,000	24/25
Public Safety Training Relocate (50k)	\$50,000	24/25
Emergency Management Overhang (91K)	\$91,000	24/25
Reduce Public Safety Equipment	\$300,000	25/26
Reduce Public Safety M&E	\$50,000	25/26

Proposed Reductions: Option 1

Name	Amount	Budget Year
<i>Facilities</i>		
Carpentry Shop (700K)	\$700,000	25/26
Arbor Lift (190K)	\$190,000	25/26
Middleburg Library Windows (50K)	\$50,000	25/26
Omega Restrooms (30K)	\$30,000	25/26
Orange Park Library Restrooms (30K)	\$30,000	25/26
Building Automatic Controls (70K)	\$70,000	25/26
Admin 3 rd Floor Plans (60K)	\$60,000	24/25
Building Maintenance Storage (100K)	\$100,000	24/25
Aging True Orange Park Floors (50K)	\$50,000	24/25
Aging True Orange Park Lights (30K)	\$30,000	24/25
Aging True Keystone Restroom (20K)	\$20,000	24/25
Aging True Green Cove Reno (42K)	\$42,000	24/25
Green Cove Springs Library Roof (75K)	\$75,000	24/25

Proposed Reductions: Option 1

Name	Amount	Budget Year
<i>Parks and Recreation</i>		
Reduce Doctors Lake Improvements (1.6M)	\$1,400,000	24/25, 25/26
Camp Chow Treehouse (252K)	\$252,000	25/26
Walter Odum Lighting (1M)	\$1,000,000	25/26
Moody Park Remodel (700K)	\$700,000	24/25
Fairgrounds Maintenance Shed (40K)	\$40,000	25/26
Gun Range Barn (30K)	\$30,000	25/26
Pier Station (40K)	\$40,000	25/26
Scoreboards (150K)	\$150,000	24/25
Gun Range Shed (110K)	\$110,000	24/25
Bleacher and Bench Replacement (50K)	\$50,000	24/25
Reduce RVZ Court Lighting (200K)	\$100,000	24/25
Reduce Camp Chow Repairs	\$25,000	24/25, 25/26

Proposed Reductions: Option 1

Name	Amount	Budget Year
<i>Public Works and Engineering</i>		
Reduce Sidewalk Repairs (450K)	\$200,000	25/26
Reduce Stormwater Repairs (2.1M)	\$250,000	25/26
Storage Buildings Traffic (200K)	\$200,000	25/26
Sleepy Hollow Office (120K)	\$120,000	25/26
Reduce Engineering Plans (350K)	\$150,000	25/26
Traffic Message Boards (20K)	\$20,000	25/26
Reduce Bridge Repairs (500K)	\$75,000	24/25
BCC related reductions	9,248,333	
CCSO related reductions	7,000,000	
Total	16,248,333	
Total Reduction needed	17,204,756	

Proposed Reductions: Option 2

Name	Amount/ Total Reduction	Budget Year
<i>Additional Reduction Needed (All of Option 1 and these additional reductions)</i>		
Fully Fund CCSO with Additional \$5M	+\$5,000,000	FY25/26
Eliminate 15 Positions	\$1,500,000	FY25/26
Reduce Salary Adjustments to 1%	\$750,000	FY25/26
Further reduce CCSO reserves	\$500,000 / \$2,500,000	FY25/26
Further reduce sidewalk repairs	\$100,000/ \$300,000	FY25/26
Further reduce Solid Waste Exemptions	\$200,000 / \$800,000	FY25/26
Fire Station 17 Shower (400K)	\$400,000	FY25/26
Aging True Green Cove AC (80K)	\$80,000	FY25/26
Historical Courthouse Roof (350K)	\$350,000	FY25/26
Further reduce Stormwater Repairs (2.1M)	\$250,000 / \$500,000	FY25/26
Reduce new\replacement equipment (1.6M)	\$450,000 / \$750,000	FY25/26
Further reduce OT	\$50,000 / \$150,000	FY25/26
Further reduce Training\Travel\Certifications	\$100,000 / \$300,000	FY25/26

Proposed Reductions: Option 2

Name	Amount / Total Reduction	Budget Year
Further reduce Public Safety Equipment	\$100,000 / \$400,000	FY25/26
Further reduce ADA improvements	\$50,000 / \$150,000	FY25/26
Further reduce Engineering Plans	\$50,000 / \$200,000	FY25/26
Reduce Public Safety M&E	\$50,000 / \$100,000	FY25/26
Further reduce Ronnie Van Zant Lighting	\$50,000 / \$150,000	FY24/25
Further reduce Bridge Repairs	\$100,000 / \$175,000	FY24/25
Further reduce Camp Chow Repairs	\$25,000 / \$50,000	FY24/25, 25/26
Further reduce Public Safety M&E	\$50,000 / \$100,000	FY24/25
Public Safety Storage Buildings	\$120,000	FY25/26
Further reduce Pressure Washing	\$45,000 / \$60,000	FY24/25
BCC related reductions	14,108,333	
CCSO related reductions	2,500,000	
Total	16,608,333	
Total Reduction needed	17,204,756	

Strategic Plan

Strategic Plan Overview

Strategic Vision

A community that is thriving, safe, and healthy.

Strategic Mission

To provide efficient public services that serve and empower our community.

Definitions

Vision: The vision statement of the strategic plan is an ambitious portrayal of the organization's future goals and accomplishments. Furthermore, it provides a blueprint for the ideal state of Clay County in the future.

Mission: The strategic plan's mission statement serves as a directive for employees, citizens, vendors, and other stakeholders by providing a clear purpose and direction. It not only mirrors the organization's vision but also offers a practical and actionable plan of action.

Priorities: Priorities of the strategic plan encompass the County's major areas of responsibility including Community Health and Safety, Economic and Community Development, Infrastructure, Good Governance, and Quality and Balance of Life. These high-level focus categories are crucial to the community's future and are central to its success. Every decision and initiative made by Clay County is guided by these strategic priorities as part of the strategic plan.

Bold Goals: Bold goals are those that are challenging and require significant effort to achieve, but are worth striving for. In Clay County, these goals may necessitate new partnerships, opportunities, and ideas.

Targets: The strategic plan's five-year targets align with each strategic priority and will serve as a clear communication tool for residents and the State regarding the expected measurable under each priority. Achieving these targets will demonstrate accountability, showcase results, and highlight the strength of long-term planning.

Actions: The strategic plan for 2024-2028 outlines specific policy decisions that are aligned with the County's priorities. These actions are designed to provide direction to achieve the overall priorities and achieve the stated priorities and targets.

Strategic Plan Priorities



Strategic Plan

STRATEGIC PLAN 2024-2028	Community Health & Safety	Bold Goal: Increase the number of engagements through the County care referral system to 1,000.	Targets	<ul style="list-style-type: none"> CHS1.T1 - Decrease the Fire Rescue response time to emergency calls by 15%. CHS1.T2 - Inspect 100% of all High-Risk Occupancy Buildings. CHS2.T3 - Increase law enforcement staffing to 1.76 deputies per 1000 residents. CHS2.T4 - Maintain current law enforcement accreditation standards. CHS3.T5 - Increase access to Automated External Defibrillators (AEDs) and Narcan around the County to 250 locations. CHS4.T6 - Register 100 private and non-profit agencies in the County care referral system. CHS5.T7 - Increase solid waste processing capacity to 1,500 average tons per day. CHS6.T8 - Increase the number of participants in PulsePoint by 20%. CHS7.T9 - Maintain a 90% live release rate (i.e., no-kill animal shelter).
	Economic & Community Development	Bold Goal: Achieve a Class 3 ISO Public Protection Classification.	Targets	<ul style="list-style-type: none"> ECD1.T1 - Attract 5 new types of businesses that are Targeted Economic Opportunities. ECD2.T2 - Attract 20 new multi-day tourism events within the County generating overnight stays. ECD3.T3 - Reduce the average permit review time for residential review to 7 days and commercial review to 30 days. ECD4.T4 - Reduce the County classification for the Community Rating System (CRS) program to a 5. ECD4.T5 - Improve Building Code Effectiveness Grading Schedule (BCEGS) score to a 4 for commercial and residential buildings. ECD5.T6 - Encourage at least one agricultural land owner to participate in the Florida Department of Agriculture and Consumer Services (FDACS) Rural and Family Lands Protection Program.
	Good Governance	Bold Goal: Generate \$100 million in grant revenues.	Targets	<ul style="list-style-type: none"> GG1.T1 - Increase overall communication participation (i.e., social media, website, newsletter) by 50%. GG1.T2 - Increase participation in the County emergency alerting systems (i.e., AlertClay, SaferWatch) by 30%. GG2.T3 - Achieve 100% of procurements over \$20,000 being sourced through the County's procurement portal for fair bidding. GG3.T4 - Ensure that 95% of County employees receive at least 24 hours of training per year. GG3.T5 - Maintain a 90% County employee retention rate yearly. GG4.T6 - Host and facilitate 10 meetings with partner organizations.
	Infrastructure	Bold Goal: Improve the overall County road rating for critical and deficient roads by 5%.	Targets	<ul style="list-style-type: none"> IN1.T1 - Increase ridership for public transportation (i.e., Jacksonville Transit Authority) by 20%. IN2.T2 - Resurface 100 miles of roadways. IN3.T3 - Improve or add 20 miles of sidewalks and/or trails. IN4.T4 - Maintain and improve 10,000 feet of pipes and ditches to improve the stormwater system. IN5.T5 - Update IT infrastructure to prevent IT equipment from being more than 12 months past end of life. IN5.T6 - Reduce electricity and water consumption by 5%.
	Quality & Balance of Life	Bold Goal: Increase the number of participants in County educational, recreational, and cultural programs by 35%.	Targets	<ul style="list-style-type: none"> QBL1.T1 - Increase the number of overall County-hosted programs by 20%. QBL2.T2 - Increase the number of recreational water access points (e.g., boat ramps, kayak launches) by 3. QBL3.T3 - Increase recreation space by 10%. QBL4.T4 - Increase the amount of conservation land by 10%.

Utility Service Tax (Municipal Public Service)

Year	Amount (based on 4%)
FY21-22 Actuals	\$4,629,595
FY22-23 Actuals	\$4,816,769
FY23-24 Actuals	\$4,933,463

Possible Rate	Based on Fy 23-24 Collections
6% Rate	\$7,400,195 (+\$2,466,731)
8% Rate	\$9,866,926 (+\$4,933,463)
10% Rate	\$12,333,658 (+\$7,400,195)

Upcoming Meetings

Capital Improvement Plan - CIE & Non-CIE Update - June 24th BCC Meeting

FY2025/26 Proposed Budget Workshop - July 8th at 9am

Max Millage Rate Set - July 22nd at 5:05 pm

Tentative Budget Hearing - September 9th at 5:05 pm

Final Budget Hearing - September 23rd at 5:05 pm



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes June 24, 2025.	Backup Material	7/1/2025	Board_of_County_Commissioners_Meeting_Minutes_June_24__2025.ADA.pdf
Attachment A Pet Adoptions	Backup Material	7/1/2025	Attachment_A_Pet_Adoptions.ADA.pdf
Attachment B Budget Discussion	Backup Material	7/1/2025	Attachment_B_Budget_Discussion.ADA.pdf
Attachment C CCSO Letter	Backup Material	7/1/2025	Attachment_C_CCSO_Letter.ADA.pdf
Attachment D ZON-25-0015	Backup Material	7/1/2025	Attachment_D_ZON-25-0015.ADA.pdf
Attachment E COMP-25-0010, ZON-25-0007	Backup Material	7/1/2025	Attachment_E_COMP-25-0010__ZON-25-0007.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	7/1/2025 - 10:09 AM	Item Pushed to Agenda



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

June 24, 2025

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

INVOCATION

Vice-Chairman Kristen T. Burke gave the Invocation.

PLEDGE

Retired US Navy Master Chief Jesus Reburiano led the Pledge of Allegiance.

Chairman Betsy Condon said Master Chief Jesus Reburiano served just short of 20 years in the United States Navy, retiring in 1980. During his distinguished career, he worked as an Electrician aboard the U.S.S. Dupont (DD-941) and held assignments in Norfolk and at Amphibious Base Virginia Beach, Virginia. He also supported shore maintenance operations for aircraft carriers homeported in Norfolk under Naval Air Force Atlantic (AIRLANT) and served aboard the Fleet Ballistic Missile Submarine Tender USS Hunley (AS-31) in Guam. Driven by a desire to build a better life in America, Master Chief Reburiano gained invaluable lessons in loyalty, leadership, and teamwork throughout his military service. His favorite service memories include serving during the Cuban blockade in 1961, salvage operations aboard USS Claude V. Ricketts (DDG-5) to rescue the USS Belknap in 1975, and working on FBM submarines while stationed at Polaris Point in the Mariana Islands. Master Chief Reburiano is a decorated veteran honored with various commendations and unit citations, and is an Orange Park resident and currently volunteers with the Knights of Columbus - American Legion and Fleet Reserve.

Master Chief Reburiano spoke about the honor of being invited to lead the Pledge of Allegiance and thanked the Board.

CALL TO ORDER

Chairman Betsy Condon called the meeting to order at 4:05 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

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - MoJo (dog) - Agnes (dog) - Scully (cat) - Binx (cat). Caddy (dog) was also pictured and is currently looking for a foster home due to an injury. 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; please consider opening your home temporarily. If you are interested, please contact 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.

CONSTITUTIONAL OFFICERS

Constitutionals can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 8:22 and ending at 12:01](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%208:22%20and%20ending%20at%2012:01). Below is a summary of the discussion.

Chairman Betsy Condon recognized Sheriff Michelle Cook, CCSO Staff, and Clay County Clerk of Court and Comptroller Tara S. Green and thanked them all for their attendance.

Tara S. Green, Clerk of Court and Comptroller, addressed the Board to provide details and information for updates on the VAB petition fee increase of a maximum of \$50.00, for the additional funded county judge in the Fourth Circuit in Clay County as well as two circuit judges one being in Clay County and the other that may end up in Nassau County and how to handle the staff support for those judges, and for the fraud alerts regarding the newest scam involving the www.payfilclerk.com platform.

If you have any questions or concerns, call a known office number, not the numbers in the text, the ones that are on the government website links.

APPROVAL OF MINUTES

1. Board of County Commissioners Meeting Minutes June 10, 2025.

Commissioner Jim Renninger made a motion for approval of the June 10, 2025, BoCC Meeting minutes, seconded by Commissioner John Sgromolo, which carried 5-0.

PUBLIC COMMENTS

Public Comment can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 12:24 and ending at 16:56](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%2012:24%20and%20ending%20at%2016:56). Below is a summary of the discussion.

Chairman Betsy Condon opened the floor for public comment at 4:14 pm.

Anne Burke, 5282 Rainey Avenue North, Orange Park, Florida, addressed the Board to express her concerns for the need for crosswalks at Moody Avenue and guardrail near the park.

Hearing no other comments, Chairman Betsy Condon closed the public comment at 4:18 pm.

CONSENT AGENDA

2. Finance Business

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

3. RFP No. 24/25-063, Tourism Sports Sales and Development (RE-BID)

A) Review of Staff's ranking of the Proposals received for RFP No. 24/25-063, Tourism Sports Sales and Development (RE-BID).

1. Airstream Ventures, LLC - 72.7
2. EZ Sports Service, LLC - 71.3
3. Youniverse Media, Inc. - 59.3
4. In House Strategy, LLC - 46

A committee consisting of the Director of Tourism, Director of Parks and Recreation, and the Director of Environmental Services performed the evaluation and ranking of the responses received. If desired, the Board

may request presentations.

B) Approval for the County Manager negotiate and sign the Agreement on behalf of the Board.

Funding Source:

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

4. Bid No. 24/25-081, Fleming Island Library HVAC Replacement Project (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-081, Fleming Island Library HVAC Replacement Project to Carroll Mechanical & Plumbing, Inc. in the amount of \$389,784.00. Approval of award will be effective after the 72-hour protest period has expired. Final Completion shall be obtained thirty (30) days from the date of execution of the Agreement.

ThermaServe Mechanical, Inc. was the original Lowest Responsive Bidder with a Bid amount of \$389,784.94. However, Carroll Mechanical & Plumbing, Inc. claimed and qualified for Local Preference, their original bid was within five percent (5%), and they agreed to beat the lowest bid.

Funding Source:

General Fund - Building Maintenance - Machinery and Equipment - Capitalized - Fleming Island Library HVAC

5. Agreement for Clinical Services with Command Counseling Center LLC (D. Motes)

A) Approval of the Agreement for Clinical Services with Command Counseling Center LLC in the amount of \$176,400.00 (900 sessions) annually to be paid quarterly beginning on the effective date and renewing annually for a 3-year term. Proposal has increased from \$96,996.00 (500 sessions) due to the need for a higher number of sessions, level of service, and number of Clay County employees.

B) Approval of advanced quarterly payments.

C) Approval as a sole source provider.

Funding Source:

75% Fire Control MSTU Fund - Fire Control MSTU - Medical, Dental and Related

25% - General Fund - Rescue Services - Medical, Dental and Related

6. FY 2024/2025 Schedule of Fees and Services (D. Sileo)
Approval of Resolution No. 2023/2024-97 AM2 to update the FY 2024/2025 Schedule of Fees and Services for the Engineering Department.
7. Acceptance for Final Re-Plat for Recording -Clance Bay (District 4, Comm. Condon)(R. Smith)
The Staff has reviewed and recommends that the Board accept and approve the final re-plat of Clance Bay for recording.
8. Approval of Release of Easement for 656 Frederic Dr. (R. Smith)

Consent Agenda can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 16:57 and ending at 33:54](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%2016:57%20and%20ending%20at%2033:54). Below is a summary of the discussion and vote for this agenda item.

Commissioner Jim Renninger requested to pull items three (3) and five (5) for discussion.

Courtney Grimm, County Attorney, requested to pull item seven (7) to be deferred to a later meeting.

Commissioner John Sgromolo made a motion for approval of the Consent Agenda except items 3, 5, and 7, seconded by Vice-Chairman Kristen Burke, which carried 5-0.

Commissioner Jim Renninger spoke about his concerns in relation to item three (3), RFP 24/25-063, Tourism Sports Sales and Development, and the previous contract held with Airstream and their departure.

There were questions and discussions regarding attendance of the applicant, partnerships/relationships, event opportunities, RFPs submitted - difference in costs, etc., performance measures, the desire for presentations, reputation of Airstream, moving forward with the contract, addressing concerns, a performance exit clause, removing the request for the county manager to sign and instead bring the agreement back to the Board and request the applicant be in attendance.

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

Commissioner Jim Renninger asked for clarification regarding the increase in service and costs for item five (5) Clinical Services with Command Counseling Center, as well as the benefit and ultimate goal of having this service.

David Motes, Assistant County Manager/Acting Fire Chief, and Marie Guma, Founder of

Command Counseling, addressed the Board to provide detailed information for the increase and for the services provided.

There were questions and discussions regarding sessions contracted - 500 vs. performed - 815, visitations to stations, and the Commission expressed their gratitude for the excellent services provided to our firefighters.

Commissioner Jim Renninger made a motion for approval of items five (5) A, B, and C, seconded by Vice-Chairman Kristen Burke, which carried 5-0.

Chairman Betsy Condon reiterated that item seven (7) - Final Re-Plat for recording - Clance Bay has been pulled to a future meeting and will not be heard tonight.

NEW BUSINESS

9. Items from the June 17, 2025 Workshop (T. Nagle)

Item Nine (9) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 34:00 and ending at 49:34](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%2034:00%20and%20ending%20at%2049:34). Below is a summary of the discussion.

Troy Nagle, Assistant County Manager, addressed the Board to provide an overview and information from the budget workshop held on June 17, 2025, and request direction from the Board regarding several topics. See Attachment B.

Prior to Mr. Nagle's discussion, Howard Wanamaker, County Manager, provided an update from Tracy Drake, Clay County Property Appraiser, regarding the final analysis pertaining to property values to be finalized on July 1, 2025. Instead of 6.6% it is 7.97%. The dollar amount is approximately \$2M.

Mr. Nagle began the discussion with the revision to the budget policy. See Attachment B - Clay County Board of County Commissioners Budget Policy (Page 2). The change would revise the insurance rates, and the recommendation can be found in the verbiage, which is outlined in red. If the Commission agrees to the change, there would be a Resolution brought back before the Board to codify the change.

There were questions and discussions to clarify the change, costs, where the change would apply across the Board, the impact the change would have monetarily, being fully staffed, the past policy, the maximum amount, the carry-over, and the human resources vs. personnel department.

Following the discussion, the Board came to a consensus to move forward.

Mr. Nagle then moved on to discuss the Solid Waste exemptions and provide details and information on options. See Attachment B - General Fund Cost of Solid Waste Assessment Exemptions.

The Board had no desire to move forward with this topic at today's meeting.

There were comments that Clay County and Bradford County are the local counties that provide these exemptions, and Bradford County does not offer curbside service.

Lastly, Mr. Nagle provided details and information regarding the option for a Utility Tax. See Attachment B - Utility Tax.

There were questions and discussions regarding the timeline for the implementation if the Board was to move forward.

Following all the discussion, a majority of the Board came to a consensus to bring back more information for a utility tax.

Chairman Betsy Condon mentioned that the next budget workshop would be held on July 8, 2025, at 9:00 am with the regular BoCC meeting that afternoon at 4:00 pm.

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

10. 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.
 - (D) Approval of Budget Resolution amending the FY24/25 Budget pertaining to the School Resource Officers (SRO) agreement with the Clay County District Schools and Clay County Sheriff's Office.

Various Funding Sources

Item Ten (10) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 1:09:55 and ending at 1:16:03](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%201:09:55%20and%20ending%20at%201:16:03). Below is a summary of the discussion and the vote for this agenda item.

Reginald Kantor, Budget Manager, addressed the Board to provide details and information regarding the below request:

- A .Public Hearing to consider approval of Ordinance amending the Capital

Improvement Element (CIE) portion of the Clay County Capital Improvement Plan.

Chairman Betsy Condon opened the floor for the public hearing at 5:13 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:13 pm.

Commissioner Alexandra Compere made a motion for approval of A, seconded by Commissioner John Sgromolo, which carried 5-0.

- 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.

Commissioner Alexandra Compere made a motion for approval of B and C, seconded by Vice-Chairman Kristen Burke, which carried 5-0.

- D. Approval of Budget Resolution amending the FY24/25 Budget pertaining to the School Resource Officers (SRO) agreement with the Clay County District Schools and Clay County Sheriff's Office.

Chairman Betsy Condon addressed the Board to provide details and information for approving D, contingent upon the School Board's approval of the agreement at its upcoming meeting.

Following the discussion, Chairman Betsy Condon made a motion for approval of D, seconded by Commissioner John Sgromolo, which carried 5-0.

11. First Amendment to the Agreement for Renovations to the Tax Collector's Keystone Heights Branch Location (W. Sams)

Approval of the First Amendment to Agreement No. 2024/2025-145 for the Renovation and Modernization of the Tax Collector's Keystone Heights Branch Location with J. Lane Construction, LLC in the amount of \$124,814.94. This Amendment also extends the Final Completion date to November 28, 2025.

Funding Source:

General Fund - Building Maintenance - Tax Collector Office - Keystone Heights - Buildings

General Fund - Aging True - Aging True Keystone Heights Parking Lot – Infrastructure

Item Eleven (11) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 1:16:07 and ending at 1:22:52](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%201:16:07%20and%20ending%20at%201:22:52). Below is a summary of the discussion and the vote for this agenda item.

Warrick Sams, Deputy Director of Capital Projects, addressed the Board to provide the

details and information for the requested approval of the first amendment to agreement number 2024/2025-145 as indicated above.

There were comments from the commission regarding concerns with change orders, costs, the contractor, and the impacts of delay.

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

12. Public Hearing to Impose and Provide for Collection of Non-Ad Valorem Assessments on Hospitals within Clay County (C. Grimm)

Item Twelve (12) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 1:22:54 and ending at 1:28:34](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%201:22:54%20and%20ending%20at%201:28:34). Below is a summary of the discussion and the vote for this agenda item.

David Elliot, Vice-President of Finance with AHCV, addressed the Board to provide the details and information for the public hearing to impose and provide for the collection of non-ad valorem assessments on hospitals.

There were questions and discussions regarding the provision for tax limitations in the "Big Beautiful Bill", tax in state - 3.5%, grandfather clause - if any, every one in two babies born is a "Medicaid" baby born, and the young mothers need assistance and participation by Kindred and Baptist Medical.

Chairman Betsy Condon opened the floor for the public hearing at 5:29 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:29 pm.

Commissioner Alexandra Compere made a motion for approval, seconded by Commissioner John Sgromolo, which carried 5-0.

13. Final Public Hearing to Consider ZON 25-0009 (District 5, Comm Burke) (J. Bryla)

This staff-initiated application is withdrawn.

An application to change the current zoning of 5.34 acres from Lake Asbury Rural Community (LA-RC) to Public Ownership (PO-2)

Chairman Betsy Condon noted that ZON-25-0009 has been withdrawn and there would be no public hearing.

14. Final Public Hearing to consider adoption of COMP 25-0004 (District 5, Comm Burke) (D. Selig)

This application is a FLUM Amendment to change 0.51 acres from Branen Field Primary Conservation Network (BF-PCN) and Urban Core 10 (UC-10) to Branen Field Master Planned Community (BF-MPC)

This item was continued to the July 1st Planning Commission meeting. Staff is requesting the Board continue this item to its July 22nd meeting.

Item Fourteen (14) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 1:29:17 and ending at 1:31:38](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%201:29:17%20and%20ending%20at%201:31:38). Below is a summary of the discussion and the vote for this agenda item.

All those wishing to speak during the remaining public hearings were sworn in.

Dodie Selig, Chief Planner, addressed the Board to provide the details and information regarding the request for a continuance for COMP-25-0004, until the August 26, 2025, BoCC meeting. There would need to be a public hearing due to the advertisement.

Chairman Betsy Condon opened the floor for the public hearing at 5:32 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:32 pm.

Commissioner Jim Renninger made a motion for approval of a continuance, seconded by Vice-Chairman Kristen Burke, which carried 5-0.

15. Final Public Hearing to consider ZON 25-0015 (waste control) (D. Selig)

This application is a Staff initiated amendment to the Land Development Code amending Article II and Article VIII related to waste control regulations.

Item Fifteen (15) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 1:31:39 and ending at 1:36:30](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%201:31:39%20and%20ending%20at%201:36:30). Below is a summary of the discussion and the vote for this agenda item.

Dodie Selig, Chief Planner, addressed the Board to provide the details and information regarding the public hearing to consider ZON-25-0015, as indicated above. See Attachment D.

There were questions and discussions regarding concrete truck washout/disposal onsite vs. offsite.

Chairman Betsy Condon opened the floor for the public hearing at 5:37 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:37 pm.

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

16. Public Hearing to consider COMP 25-0006 and ZON 25-0005 (District 4, Comm. Condon) (J. Bryla)

These applications have been withdrawn by the applicant.

A. COMP 25-0006

This application is a FLUM Amendment to change 16.34 acres from Rural Residential (RR) to Urban Core 10 (UC-10).

B. ZON 25-0005

This application is a Rezoning to change from Agricultural/Residential (AR) to Multi-Family Residential District (RD-2).

Chairman Betsy Condon noted that the COMP-25-0006 and ZON-25-0005 applications had been withdrawn by the applicant and provided details regarding the proposed development and its location. Chairman Condon also spoke about her appreciation for the success of the process.

17. Final Public Hearing to consider COMP 25-0009 and ZON 25-0010 (District 5, Comm Burke) (J. Bryla)

The Planning Commission has continued this item to their August 5th meeting. Staff requests a continuance to the August 12th BCC meeting.

A. COMP 25-0009

This application is a FLUM Amendment to change 10.01 acres from Rural Residential (RR) to Urban Core 10 (UC-10).

B. ZON 25-0010

This application is a Rezoning to change from Agricultural Residential (AR) to Multi-family Residential District (RD-4).

Item Seventeen (17) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 1:38:29 and ending at 1:41:15](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%201:38:29%20and%20ending%20at%201:41:15). Below is a summary of the discussion and the vote for this agenda item.

Beth Carson, Director of Planning and Zoning, addressed the Board to provide the details and information regarding the request for a continuance for COMP-25-0009 and ZON-25-0010, until the August 12, 2025, BoCC meeting. There would need to be a public hearing due to the advertisement.

There were questions and discussions regarding location, moratorium, and development.

Chairman Betsy Condon opened the floor for the public hearing at 5:42 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:42 pm.

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

18. Final Public Hearing to consider ZON 25-0008 (J. Bryla)

This item was continued to the August 5th Planning Commission meeting. Staff requests that this item be continued to the August 26th BCC meeting.

This application is a Staff initiated amendment to the Land Development Code amending regulations in Article III Sec. 3-35(b),(g),(2),(7),(10)(v) for non-motorized boat ramps in PO-2 zoning districts.

Item Eighteen (18) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 1:41:16 and ending at 1:42:46](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%201:41:16%20and%20ending%20at%201:42:46). Below is a summary of the discussion and the vote for this agenda item.

Beth Carson, Director of Planning and Zoning, addressed the Board to provide the details and information regarding the request from staff for a continuance for ZON-25-0008 until the August 26, 2025, BoCC meeting. There would need to be a public hearing due to the advertisement.

Chairman Betsy Condon opened the floor for the public hearing at 5:43 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:43 pm.

Vice-Chairman Kristen Burke made a motion for approval of the continuance, seconded by Commissioner Jim Renninger, which carried 5-0.

19. Final Public Hearing to consider ZON 24-0033 (District 3, Comm. Renninger) (J. Bryla)

The Board continued this item for further information regarding the ownership of Twelve Oaks Drive.

This application is a Rezoning to change 5.73 acres from Agriculture Residential (AR) to Multi-Family Residential (RD-4).

Item Nineteen (19) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 1:42:47 and ending at 1:56:55](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%201:42:47%20and%20ending%20at%201:56:55). Below is a summary of the discussion and the vote for this agenda item.

Beth Carson, Director of Planning and Zoning, addressed the Board to provide the details and information regarding the public hearing for ZON-24-0033, as indicated above.

Chairman Betsy Condon opened the floor for the public hearing at 5:45 pm.

Folks Huxford, 10230 Manorville Drive, Jacksonville, Florida, the Agent for the Applicant, addressed the Board to provide an update and request a continuance.

There were questions and discussions regarding the ownership of the road, specifically whether it was held by a single owner or multiple owners, as well as the surrounding developments.

Hearing no other comments, Chairman Betsy Condon closed the public hearing at 5:47 pm.

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

20. Final Public Hearing to consider COMP 25-0010 and ZON 25-0007
(District 5, Comm Burke) (Jenni Bryla)

A. COMP 25-0010

This application is a FLUM Amendment to change 13.86+/-acres from Agricultural (AG) to Rural Residential (RR)

B. ZON 25-0007

This application is a Rezoning to change from Agricultural (AG) to Agricultural Residential (AR)

Item Twenty (20) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 1:56:56 and ending at 2:20:20](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%201:56:56%20and%20ending%20at%202:20:20). Below is a summary of the discussion and the vote for this agenda item.

Beth Carson, Director of Planning and Zoning, addressed the Board to provide the details and information regarding the public hearing for COMP-25-0010 and ZON-25-0007, as indicated above. See Attachment E.

There were questions, discussions, and clarifications regarding the number of units per acre allowed, requirements, AG uses,

Chairman Betsy Condon opened the floor for the public hearing at 5:54 pm.

Danielle Kitchens, Real Estate Agent for the Applicant, was available to answer questions from the Board regarding the requested change.

The Commission and Ms. Kitchens had discussions regarding the applicants' residences, intent for selling the property, and future use or plans.

Hearing no other comments, Chairman Betsy Condon closed the public hearing at 5:58 pm.

More questions and discussions were had with staff regarding development that can be done under current zoning - AG, surrounding properties/development, zoning and land uses, number and size of lots, other options for developing the property, selling price, requesting a minimum lot size, following the code, water and sewer, points, qualifications, access to the property, density, and lot size of surround properties.

Following all discussions, Vice-Chairman Kristen Burke made a motion to deny COMP-25-0010, seconded by Commissioner John Sgromolo, which carried 4-1, with Commissioner Jim Renninger in opposition to the denial.

Due to the denial of the COMP plan, the rezoning was not considered.

Chairman Betsy Condon recommended to the agent that based on the conversation that her client reapply with a minimum lot size or as a PUD.

LETTERS FOR ACTION

21. Discussion of Appointments/Resignation to the Clay County Historic Preservation Board

District 5 At-Large member, Maureen A. Jung, submitted her resignation from her seat.

District 5 At-Large member, Billy Gould, submitted his application of re-appointment to his seat.

Steven Griffith, submitted an application for appointment. Mr. Griffith lives in District 5 and if appointed could fill the seat previously held by Ms. Jung.

Item Twenty-One (21) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 52:43 and ending at 53:38](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%2052:43%20and%20ending%20at%2053:38). Below is a summary of the discussion and the vote for this agenda item.

Chairman Betsy Condon opened the floor to discuss the appointment and resignation for the Clay County Historic Preservation, as indicated above.

Commissioner Alexandra Compere made a motion for approval to accept the resignation from Dr. Jung, the application for reappointment from Mr. Gould, and the application for appointment from Mr. Griffith, seconded by Commissioner Jim Renninger, which carried 5-0.

LETTERS OF DOCUMENTATION

22. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulations for June 6, 2025:

A. RFQ No. 24/25-074, Construction Manager At Risk (CMAR) for the Oakleaf Library

B. Bid No. 24/25-081, Fleming Island Library HVAC Replacement

Letters for Documentation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 49:44 and](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%2049:44)

ending at 52:42. Below is a summary of the discussion.

Howard Wanamaker, County Manager, addressed the Board to provide details and information regarding the letter submitted by CCSO, which addressed the FY 24/25 Building Maintenance Budget Amendment to reallocate funding for the projects listed below. See Attachment C for more detailed information.

- Installation of a security gate at the CCSO Administration Building
- Upgrade the Fire Alarm System in the Jail
- Upgrade the Inmate Showers in the Jail

There were comments, questions and discussions regarding reallocating the funds and the date of the letter.

Chairman Betsy Condon acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Chairman Betsy Condon opened the floor for public comment at 6:22 pm.

Hearing no comments, Chairman Betsy Condon closed the public comment at 6:22 pm.

Chairman Betsy Condon recognized Doug Conkey, SJRWMD - Intergovernmental Coordinator, and thanked him for his attendance.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, had no comments.

COUNTY ATTORNEY

Courtney Grimm, County Attorney, noted that she would be attending the FACA Conference.

COUNTY MANAGER

County Manager can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 54:25 and ending at 1:09:52](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%2054:25%20and%20ending%20at%201:09:52). Below is a summary of the discussion.

Howard Wanamaker, County Manager, requested to defer his time to allow Richard Smith, Director of Engineering, to provide an update on road projects. He also mentioned the suspicious phishing and scam emails, suggesting that everyone remain vigilant, pay attention, and not click on the links.

Richard Smith, Director of Engineering, addressed the Board to provide details and information for updates on various projects throughout the county.

Projects Discussed:

- Wells Road at Blanding Boulevard Intersection Improvements- (Video shown during the discussion) - Public Meeting to be held on July 30, 2025, at the Orange Park Library 4:30 pm.
- Eldridge and US17 - Traffic Light
- CR220 - Bridge Replacement Project - On Schedule - Approximately 30% Complete
- Full Road Closure of CR220 Between Henley Road and Shamrock - Friday - July 11, 2025, from 7:00 pm until 5:00 am Monday.
- Resurfacing Update:
 - US17 - Eagle Harbor to CR220 - June 24, 2025 thru July 17, 2025
 - Plantation Oaks Boulevard - Oakleaf Village across 23 to the Round-A-Bout
- SR16 - Diverging Diamond Interchange - DOT is Monitoring - AM/PM Peak Hours are difficult
- Opening of SR23 - South Portion Between 16 and 17 - July 11, 2025 - From there North is unknown.

There were questions and discussions regarding the mass arms at Eldridge and US 17, as well as the Wells Road and Eldridge signal, the reason for the change in the timeline for SR 23 opening, message boards, and the opening of Cathedral Oaks.

During the update, County Manager Wanamaker encouraged everyone to sign up to receive alerts and emails for road closures and project updates.

COMMISSIONERS' COMMENTS

Commissioners can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/June 24, 2025/beginning at 2:21:21 and ending at 2:33:06](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/June%2024,%202025/beginning%20at%202:21:21%20and%20ending%20at%202:33:06). Below is a summary of the discussion.

Commissioner Jim Renninger spoke about attending the opening of the Clay County Veterans Center, located off CR 220, and the success of the ceremony.

Commissioner Alexandra Compere had no comments.

Vice-Chairman Kristen Burke spoke about Southern Cove Charter and Excursions, her husband's charter - Harold, escorting Misty Wells from "Lets Take It Outside" on a charter to fish, went paddling boarding on Peters Creek, went to dinner at Whiteys, visited the Tiki Bar on the river, and the success of the day. She also mentioned that the Tourism Department escorted Ms. Wells on various tours throughout the county the following day. Vice-Chairman Burke expressed her gratitude to Ms. Christmas, the Tourism Department, and staff for all they did and for their hard work. Vice-Chairman Burke mentioned that she is looking forward to attending the FAC conference.

Commissioner John Sgromolo thanked the staff for their hard work in making the "Commissioner for a Day" program possible and provided an overview of the program, stating that it will be launched in the fall.

Chairman Betsy Condon acknowledged the upcoming retirement of Kim Rigdon, Library Associate III at Middleburg Library, who will retire on July 1, 2025. Ms. Rigdon began her career with the Clay County Library System in 2013 and has served in several key roles, including Office Coordinator and Library Associate. Over the past 12 years, she has made lasting contributions through her exceptional customer service, organizational insight, and deep commitment, playing a key role in the department's reorganization. Ms. Rigdon's extensive knowledge and dedication have supported the success of libraries throughout Clay County. Her coworkers will deeply miss her warm, welcoming smile, and we all wish her the best as she embarks on her well-deserved retirement.

Chairman Condon thanked Annaleasa Winter for stepping in and helping in the recording studio for the first time due to Dawn Schull and Eric Gutierrez being out, and sent get-well wishes and prayers to them both.

Chairman Condon expressed her gratitude to CCSO for their response to the dangerous incident in Keystone Heights over the weekend.

Chairman Condon spoke about being contacted by Representative Sapp's legislative aides, Tammy Still, and mentioned that the scheduling of the upcoming Delegation meeting might be on September 24 or 25, 2025. Additionally, the Commission should begin working on its legislative priorities for the upcoming session. She mentioned meeting with Representative Sapp last week and the request to prepare the appropriations request as soon as possible. Chairman Condon also spoke about being asked to chair the Agricultural and Rural Affairs Committee for FAC and has accepted the invitation. The FAC Policy Conference will be held September 17-18, 2025. Chairman Condon spoke about the contest she entered, Engine 25, which won, and will be recognized this week during the FAC Conference on Thursday at the luncheon and then at a future BoCC meeting the Commission will present the award to the team. The Small County Coalition breakfast will be at 7:00 am.

Hearing no further business, Chairman Betsy Condon adjourned the meeting at 6:34 pm.

Attest:

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

Chairman or Vice-Chairman

Acronym Definitions

AG – Agricultural

BoCC- Board of County Commissioners

CC – Clay County

CCSO – Clay County Sheriff's Office

CCUA – Clay County Utility Authority

CIE – Capital Improvement Element

CIP – Capital Improvement Plan

COMP- Comprehensive

CR – County Road

EDC – Economic Development Corporation

FY – Fiscal Year

ZON – Rezone

Attachment

“A”

Pet Adoptions

Mojo

ANIMAL ID: A0057980547

SEX: Neutered Male

BREED: Medium-sized mixed breed, 4 years old, 63 pounds
Heartworm Negative

LOCATION: Clay County Animal Services

ABOUT: Mojo isn't the type to rush into a relationship. He's more of a "get to know you slowly" kind of guy. He's shy at first, but hand him a stuffie or toy, give him space, and boom — you've unlocked Play Mode. He's sweet, mellow, walks great on leash, and is secretly a cuddle bug once he trusts you. Bonus: Mojo loves other dogs (especially the chill or slightly sassy ones) and really just wants a buddy — human or canine — to help him come out of his shell.

Adopt Mojo if you like your dogs with a side of mystery, a dash of awkward, and a whole lot of squeaky toy enthusiasm.



claycountygov.com/adopt



Agnes

ANIMAL ID: A0058638787

SEX: Spayed Female

BREED: 9 months old; 34 pounds Heartworm Negative

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: This 9-month-old pup is all about living her best life—chasing toys, making new friends, and soaking up all the love she can get. Agnes came in with a doggy buddy and has been a total rockstar. She might be a little shy when she first meets you, but give her a minute and she's all tail wags and puppy kisses. Agnes is ready to bring some serious joy (and a little bit of mischief) to her forever home. If you're looking for a fun, lovable sidekick, Agnes is your girl!



claycountygov.com/adopt



Scully

ANIMAL ID: A0058706423

SEX: Neutered Male

BREED: Domestic Short hair, 5 years old; 11 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Say hi to Scully—a little shy at first, but once he warms up, he's all about the snuggles. This sweet guy *adores* being pet, and if you stop, he'll gently nudge your hand like, "Hey, don't quit now!" He's the perfect mix of calm and cuddly, happiest curled up next to you on the couch, soaking up all the love. If you're looking for a loyal, low-key buddy with major heartthrob energy, Scully just might be your perfect match.

Come meet him—your couch companion is waiting!

claycountygov.com/adopt



Binx

ANIMAL ID: A0058750978

SEX: Neutered Male

BREED: Domestic Short Hair, 5 years old; 15 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: At a solid 15 pounds of pure charm, Binx is a gorgeous black cat with a heart as big as his paws. This handsome guy is the total package: great with cat-friendly dogs, gentle with kids, and cool with other cats. He's laid-back, litter box trained, and past all that chaotic kitten energy—think “distinguished gentleman” with a playful streak. Binx came to us as an owner surrender with his sister Maple. While they don't *have* to be adopted together, we'll totally give you bonus points (and so will Binx) if you take the dynamic duo home. Looking for a chill, affectionate, and all-around amazing cat? Binx is ready to move in and take over your couch—and your heart.



claycountygov.com/adopt



Ready to Meet Your New Best Friend?

Our adoptable animals are waiting to add some extra love and fun to your life. From wagging tails to purring kitties, we've got the perfect companion just for you. 🐶 🐱
Want to see who's available? Head over to our website and meet our adorable crew looking for their forever homes.

Got questions? Drop us a line at
Clayadoptions@claycountygov.com and let's chat!
Don't wait! Your new best friend is just a click away! 🏠 💖

**Pictured: Caddy, A005817567 who is also looking for a foster home/ adopter home while she completes heartworm treatment.*

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” Budget Discussion

Clay County
Board of County Commissioners'
Budget Policy

ADOPTED: _____

EFFECTIVE: _____

(Resolution 2021/2022-____)

Budget Preparation & Methodology

In accordance with Chapters 125, 129, 200 and 218 of Florida Statutes and the Florida Department of Revenue's Truth in Millage (TRIM) guidelines, a budget shall be prepared, approved, adopted and executed annually by the County. The budget controls the levy of taxes and expenditures of such funds generated from these taxes for all County purposes.

Florida Statutes § 129.01(2)(b) states that the budget shall be balanced; that is, the total of the estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves. It shall conform to the uniform classification of accounts prescribed by the appropriate state agency. The budgeted receipts for each fund shall include 95 % of all receipts reasonably to be anticipated from all sources, including taxes to be levied and 100 % of the amount of the balances of both cash and liquid securities estimated to be brought forward at the beginning of the fiscal year.

Florida Statutes § 129.01(2)(c)(1) recognizes but restricts reserves for contingencies to a maximum of 10% of the total fund budget. A reserve for contingencies is a budgeted amount that has been set aside to be appropriated as necessary to meet unexpected needs. If funds further exist, a second reserve for cash flow is based on an amount up to or equal to 20% of the fund's appropriations, which carries the cash needs for expenditures until the new year's major revenues are receipted. Another reserve is utilized for the purpose of covering future capital outlay needs. Reserves over the 10% contingency and the 20% cash flow reserve, that are not reserved for future capital outlay needs, will be appropriated within the assigned fund. To the extent that unexpected needs do not arise, then the unexpended fund reserve would become part of the fund balance for the next fiscal year.

Budgets for salaries and benefits are based on 100% estimated salaries at the beginning of the fiscal year for all current positions, including any scheduled annual increases, anticipated adjustments to the Florida Retirement System costs and any increases for insurances covered by the County. All full-time vacant positions are budgeted ~~based on the current year actuarial average member cost with the highest cost to the County possible~~ for insurance liability. The ~~Human Resources~~Personnel Department cost center provides salary information.

The budget will clearly reflect both direct and indirect costs of programs. Wherever practical, indirect costs (Administrative Fees) will be recovered at rates determined in conjunction with a cost allocation plan or as mandated by State Statutes.

The County plans and budgets for any facilities and infrastructure necessary to support public programs determined to be necessary for the highest standard of services to provide to the County's citizens. The County purchases goods and services through a competitive bid process except when an alternative method of procurement is specifically authorized by law and is in the County's best interest.

Cash carry forward fund balance represents the excess (or "deficit") of total fund assets less total fund liabilities. This balance represents uncommitted cash or other liquid/cash convertible assets (cash and cash convertible assets less all fund liabilities or claims that are owed and must be paid by the County). These uncommitted or unspent funds generally can be included as available revenue in the next year's fund budget. A negative balance is sometimes referred to as a "deficit." As defined by the Governmental Accounting, Auditing and Financial Reporting of the Government Finance Officers Association (GFOA), fund balance is "the difference between assets and liabilities reported in a governmental fund."

Adequate cash carry forward fund balances are critical to County finances and budgeting. These balances are not only a source of County funds or total revenue, but also address County cash needs and can eliminate the need for costly short-term borrowing. They also provide a source of funds for unforeseen expenditures or shortfalls in County revenues. Finally, adequate balances help strengthen credit or bond ratings that may result in lower interest rates to the County and less restrictions on County debt issues.

A prudent cash carry forward fund balance amount for the General Fund is generally recognized to be between 5 to 15% of total fund revenue. In contrast, Special Revenue, Debt Service, and Capital Improvement Funds are all specific purpose funds. When that specific purpose is fulfilled, no fund balance needs to remain. Enterprise Funds require a prudent balance according to their “business-like” nature. For example, an important component of the balance for Enterprise Funds is the provision for future replacement of the Enterprise Fund’s capital assets.

Basis of Accounting

The accounts of the County are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operation of each fund is accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenue and expenditures. Governmental funds fall into four (4) major types: General Fund, Special Revenue Funds, Debt Service Funds and Capital Improvement Funds. All governmental funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis, revenues are recognized when they become both measurable and available as net current assets. Expenditures are recognized when the related liability is incurred. Two other fund types are Enterprise Funds and Internal Service Funds. These two (2) funds are accounted for using the accrual basis of accounting. Under the accrual method, revenues are recognized when they are earned and expenditures recognized when they are incurred.

All expenditures will be maintained by a detailed line item based upon a chart of accounts that provides for uniformity of reporting and is consistent with the Uniform Chart of Accounts established by the State of Florida and generally accepted accounting principles (GAAP).

The budget will be appropriated at the major account levels of personnel services, operating expenditures, capital outlay, grants-in-aid, debt service, and non-operating expenditures (transfers and reserves).

Basis of Budgeting

Annual budgets are adopted on a basis consistent with GAAP for all funds. Actual spending cannot legally exceed the budgeted amount. All annual appropriations lapse at fiscal year end. Outstanding encumbrances are viewed as reservations of fund balance and do not constitute expenditures or liabilities.

The County Manager encourages staff to seek expenditure reductions, whenever possible, through efficiencies, technology, productivity improvements, reorganization, outsourcing, or contracting of services, and through the reduction or elimination of programs and practices which will enable the County to be innovative with their funds.

During the budget process all budget requests are reviewed with detailed justification. The budget emphasizes the link between fiscal, planning and operations of the County. The budget includes the following for each County program:

- Description of program and revenue streams;
- Historical summary of the costs to maintain the program;
- Summary of the previous year’s accomplishments;
- Goals and objectives for the upcoming budget year; and
- Key objectives and quantifiable performance measurements or indicators.

Budget Control Procedures

The annual approved budget serves as the legal authorization for expenditures and the proposed means of financing them. The County's budget shall be balanced; that is, the total of the estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves (FS §129.01(2)(b)). The County's budget shall be adopted by the Board of County Commissioners (the Board) at a fund level. For management control purposes, the Office of Management and Budget (OMB) monitors revenues and appropriations at the line-item level within each cost center. County department directors are responsible for the daily management of their budgets and will submit requests for any required budget adjustments to OMB prior to any cost overruns that occur at the line-item level.

Florida Statutes § 129.06(2)(a) provides that the Board may establish procedures by which the designated Budget Officer may authorize certain budget amendments or transfers provided the total appropriation of the fund is not changed.

The County Manager, as the County's designated Budget Officer, at the recommendation of the County Budget Manager has the authority to approve all intra-cost center transfers (i.e., from one line item to another line item) as long as such transfer does not change the total approved budget amount for the fund.

The County Manager at the recommendation of the County Budget Manager has the authority to expend or transfer appropriations among cost centers within a fund, provided no transfers will be made between capital projects.

The County Manager at the recommendation of the County Budget Manager has the authority to transfer funds into reserves within a fund.

The County Manager at the recommendation of the County Budget Manager has the authority to transfer funds from reserves within a fund up to \$25,000.

Florida Statutes § 129.06(2) provides that the Board at any time within a fiscal year may amend a budget for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year under certain circumstances.

Appropriations from fund to fund must be approved by Board motion, recorded in minutes, provided that the total of the fund appropriations is not changed.

Appropriations from the reserve for contingencies may increase the appropriations for any particular expenditure in the same fund, or create an appropriation in that fund for any lawful purpose, if approved by Board motion and recorded in the minutes, with the exception that transfers from reserve for contingencies up to \$25,000 may be approved by the County Manager. However, in no circumstance, can expenditures be directly charged to the contingency reserve.

The reserve for future construction and improvements may only be appropriated by resolution of the Board for the purposes for which the reserve was made.

Receipt of unanticipated funds that are for a particular purpose, including but not limited to grants, donations, and gifts, must be approved by resolution of the Board to be appropriated and expended for such purpose. Such receipts and appropriations must be added to the budget of the proper fund. At the time of approval of any grants, donations, gifts or such that are to be expended for a particular purpose, the resolution should accompany the approval to mainstream the process on the usage and tracking of grant funds.

Increased receipts for enterprise or proprietary funds received for a particular purpose may, by resolution of the Board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. The resolution may amend the budget only to

transfer revenue between funds to properly account for increased receipts.

Upon fiscal year's end, OMB will compare actual and budgeted revenue and expenditures for all operating funds. Any significant variances and recommended actions will be reported to the County Manager. All grant or non-grant related year end surpluses will be trued up and the current year budget will be amended utilizing contingency funds by resolution approved by the Board.

Any amendment to the budget not previously mentioned must be authorized by resolution or ordinance of the Board and adopted following a public hearing. The public hearing must be advertised at least two days, but not more than five days, before the date of the hearing. The advertisement must appear in a newspaper of paid general circulation and must identify the name of the taxing authority, the date, place and time of the hearing, and the purpose of the hearing. The advertisement must also identify each budgetary fund to be amended, the source of the funds, the use of the funds, and the total amount of each budget. OMB will review all requests for appropriation changes to ensure that all necessary documents have been adequately prepared including those necessary for submission to the Board.

General Fund Cost of Solid Waste Assessment Exemptions

FY 2025-2026 as of June 17			
<u>Assessment Rates</u>			
	Collection	262.00	
	Disposal	96.00	
	Total	\$ 358.00	
	Exemption Type	Parcels	Cost
Hardship		116	\$ 41,528
Veteran			
	County	3,582	1,282,356
	Municipal	132	12,672
Total		3,714	\$ 1,295,028
Total Tax Exempt Vets (PA)		4,565	\$ 1,634,270
Growth Potential (19%)		851	\$ 304,658
Total Exemptions - current		3,830	\$ 1,336,556
Total Qualified for Exemption		4,681	\$ 1,641,214
Comparison - Growth		Parcels	Cost
	2024	2,693	916,838
	ytd 2025	3,830	1,336,556
	42%	1,137	\$ 419,718

Cost Reduction Options - Discontinue Exemptions		
Veterans Only - no change to Hardship		
Based on current Exemptions		
Options	Parcels	Savings
1 End Coll. & Disp. Exemptions	3,714	\$ 1,295,028
2 End Collection Exemption	3,582	\$ 938,484
3 End Disposal Exemption	3,714	\$ 356,544
4 Reduce Exemptions to 25%	3,714	\$ 971,271
5 Reduce Exemptions to 50%	3,714	\$ 647,514

Notes:

Changes to exemption requires ordinance revision(s)

1- Full Ad-valorem exemption remains for Homestead

2- Eliminates inequity for municipal parcels

3- Least cost savings

4&5- Requires creation of new assessment codes with TC

Utility Tax

- Ad being sent to the paper for Ordinance amendment- to be published on June 26th
 - If the Board does not provide consent at June 24th Board meeting to move ahead, we need to contact paper to pull the ad.
 - If the Board does provide consent to consider the Ordinance at the July 8th meeting, I will prepare the Ordinance for the amendment for the item backup. We have already placed the item on the July 8th agenda under time certain....
- If the Board approves the Ordinance amendment at the July 8th meeting:
 - the effective date will be January 1st
 - the Department of Revenue must be notified 120 days before the effective date (deadline would be September 3, 2025)
 - Form DR-700001- Municipal Public Service Tax Database Report (Sec. 166.233(2)(a))
 - Since the notice doesn't have to go until September, the approval of the Ordinance could occur up to the August 26th BCC meeting)
 - certified copy of the Ordinance must be filed with the Florida Department of State
 - CM provide Florida Department of Revenue with form required under FS 166.235 for refund

First year we would collect about 75% of the amount listed here

Possible Rate	Based on FY 23-24 Collections
6% Rate	\$7,400,195 (+\$2,466,731)
8% Rate	\$9,866,926 (+\$4,933,463)
10% Rate	\$12,333,658 (+\$7,400,195)

Attachment
“C”
CCSO Letter



CLAY COUNTY SHERIFF'S OFFICE
PROUDLY SERVING WITH HONOR AND COURAGE
SHERIFF MICHELLE COOK

June 9, 2025

Clay County Board of County Commissioners
The Honorable Betsy Condon, Chair
P.O. Box 1366
Green Cove Springs, Florida 32043

Re: FY 24-25 Building Maintenance Budget Amendment

Dear Commissioner Condon:

CCSO is formally requesting a budget amendment to reallocate a portion of the current fiscal year's approved Building Maintenance funding to cover needed projects to enhance the physical security at CCSO's Administration Building as well as to complete two upgrades to the County Jail.

Some previously completed building maintenance projects' actual expenses have come in under budget and other non-project specific funding is being reallocated to complete the needed projects listed below. Specifically,

1. Install a security gate at CCSO's Administration Building. Total estimated cost \$70,000.
2. Upgrade the fire alarm system in the Jail. Total estimated cost \$325,000.
3. Upgrade the inmate showers in the Jail. Total estimated cost \$370,194.

Please see the attached summary for additional details.

Sincerely,

Michelle Cook
Sheriff

Attachment

P.O. BOX 548 | Green Cove Springs, FL 32043-0548
(904) 264-6512 | (352) 473-7211 | (904) 284-0710 fax
www.claysheriff.com



Clay County Sheriff's Office
Building Maintenance County-Wide fund
Budget Expense Summary
FY2024-2025 as of 05/20/2025

Fund	Cost Center	Spend Category	Project	Project Complete	Estimated Completed Date	Budget Amount	Total Expenses	Available Balance as of 05/20/2025	Budget Adjustment	Justification	Revised Budget Amount
FD1002	CC1152	Infrastrure (563000)	PRJ100671	No	9/1/2025	\$ 207,444.00	\$ 5,242.51	\$ 202,201.49			\$ 207,444.00
FD1002	CC1152	Buildings (562000)	PRJ100779	Yes		\$ 50,000.00	\$ 20,923.00	\$ 29,077.00	\$ (28,861.00)	Reallocate for Fire Alarm	\$ 21,139.00
FD1002	CC1152	M&E Capitalized (564100)	PRJ100779	Yes		\$ -	\$ -	\$ -			\$ -
FD1002	CC1152	Buildings (562000)	PRJ100817	No	8/15/2025	\$ 339,861.00	\$ -	\$ 339,861.00			\$ 339,861.00
FD1002	CC1152	Buildings (562000)				\$ 296,139.00	\$ -	\$ 296,139.00	\$ (296,139.00)	Reallocate for Fire Alarm	\$ -
FD1002	CC1152	Infrastrure (563000)				\$ 217,556.00	\$ -	\$ 217,556.00	\$ (83,852.00)	Reallocate for Security Gate & Jail Showers	\$ 133,704.00
FD1002	CC1152	M&E Capitalized (564100)				\$ 330,000.00	\$ 53,300.14	\$ 276,699.86	\$ (276,699.00)	Reallocate for Jail Showers	\$ 53,301.00
FD1002	CC1152	M&E Non-Capitalized (564200)				\$ 90,000.00	\$ 30,356.13	\$ 59,643.87	\$ (59,643.00)	Reallocate for Jail Showers	\$ 30,357.00
FD1002	CC1152	Operating Supplies (552000)				\$ 60,000.00	\$ 47,146.89	\$ 12,853.11			\$ 60,000.00
FD1002	CC1152	Professional Services (531000)				\$ 20,000.00	\$ -	\$ 20,000.00	\$ (20,000.00)	Reallocate for Jail Showers	\$ -
FD1002	CC1152	Rental & Leases (544000)				\$ 20,000.00	\$ 3,000.00	\$ 17,000.00			\$ 20,000.00
FD1002	CC1152	Repair & Maintenance (543000)				\$ 440,000.00	\$ 267,341.12	\$ 172,658.88			\$ 440,000.00
FD1002	CC1152	Utility Services (543000)				\$ 725,233.00	\$ 435,362.66	\$ 289,870.34			\$ 725,233.00
						\$ -					\$ -
FD1002	CC1152	Infrastrure (563000)	Security Gate			\$ -			\$ 70,000.00		\$ 70,000.00
FD1002	CC1152	Infrastrure (563000)	Fire Alarm for Jail			\$ -			\$ 325,000.00		\$ 325,000.00
FD1002	CC1152	Infrastrure (563000)	Jail Showers			\$ -			\$ 370,194.00		\$ 370,194.00
Total						\$ 2,796,233.00	\$ 862,672.45	\$ 1,933,560.55	\$ -		\$ 2,796,233.00

Attachment
“D”
ZON-25-0015

Zoning Text Amendment:

ZON 25-0015

Board of County Commissioners
June 24, 2025



PROPOSED AMENDMENT

- Sec. 8-16(2)(k)
 - (k) Waste Control** – Waste generated on-site, including but not limited to discarded building material, concrete truck wash-out, chemicals, litter, and sanitary waste must be store, secured, or otherwise controlled to the maximum extent practicable to prevent adverse impacts to water quality.
- Other revisions to Articles II and VIII to add the term ‘waste control’

PRIOR ACTION

On June 3, 2025, the Planning Commission voted to recommend approval of this item.

RECOMMENDATION

Staff finds that the criteria for the Zoning Amendment have been met and recommends approval of ZON 25-0015.

Attachment
“E”
COMP-25-0010
ZON-25-0007

Small Scale Comprehensive Plan Future Land Use Map

Amendment:

COMP 25-0010

Rezoning Application:

ZON 25-0007

Board of County Commissioners
June 24, 2025

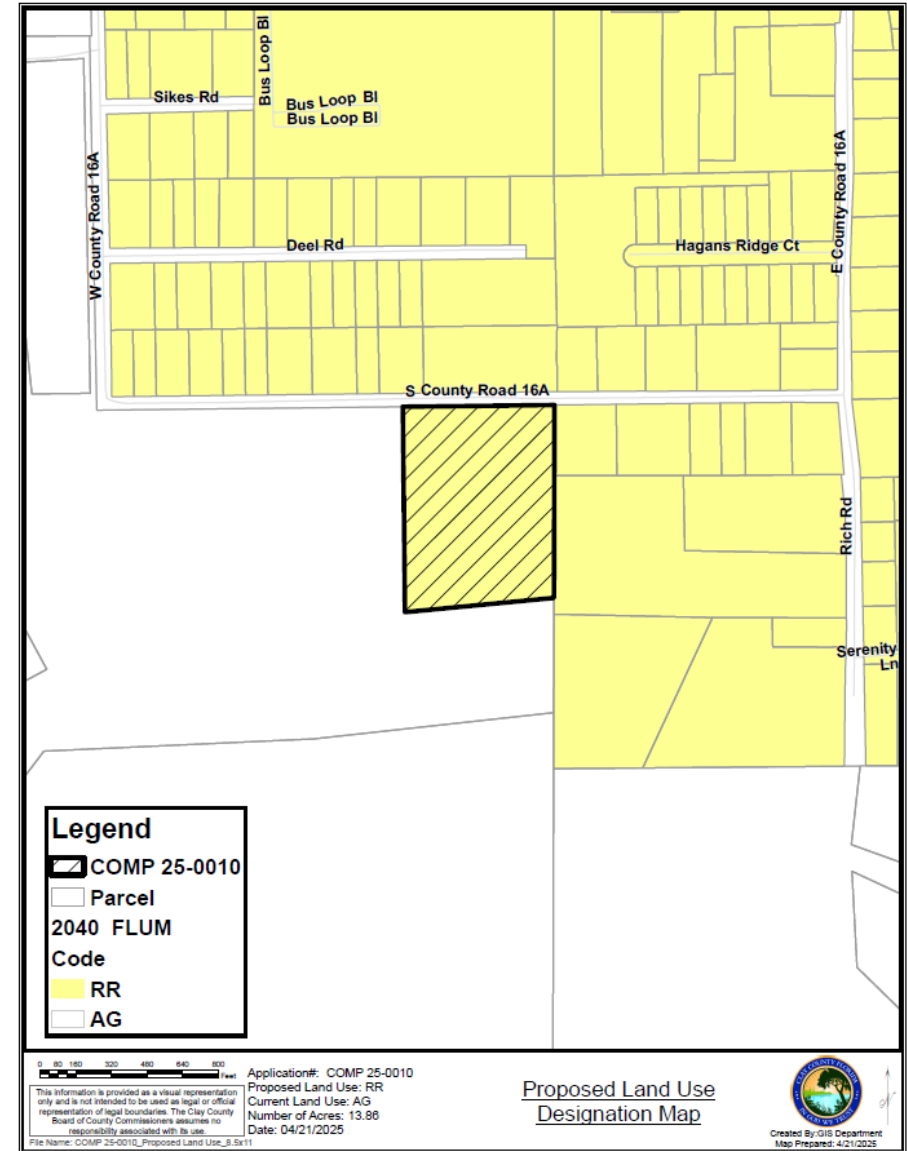
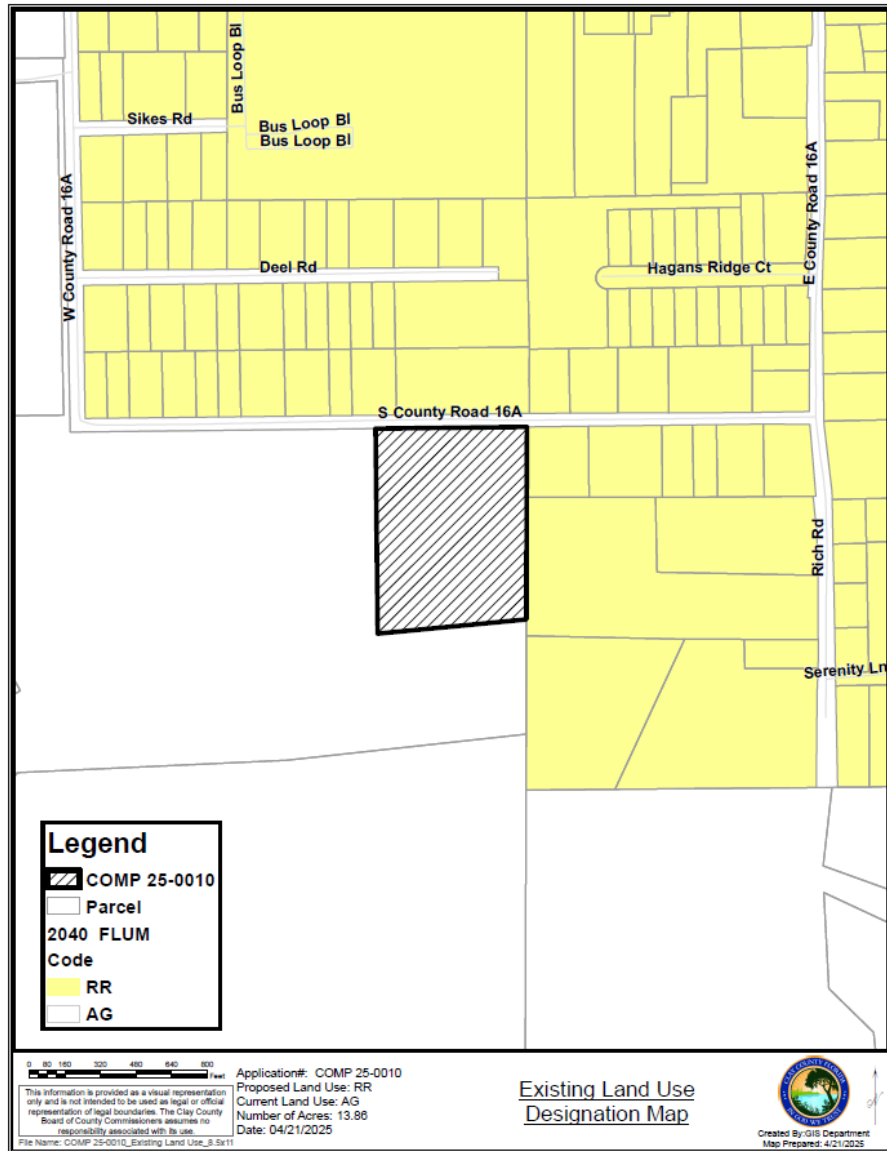


Application Information

Applicant: Sheryl Gustafson
Location: 2005 S CR 16-A
Planning District: The Springs
Commission District: 5 Commissioner Burke
Parcel: 16-06-26-015574-001-02
Acreage: 13.86_±

- COMP 25-0010 would change the Future Land Use designation of one parcel from Agriculture(AG) to Rural Residential (RR)
- The companion rezoning application (ZON 25-0007) would change the property from AG to AR, will go in concert with the Land Use application



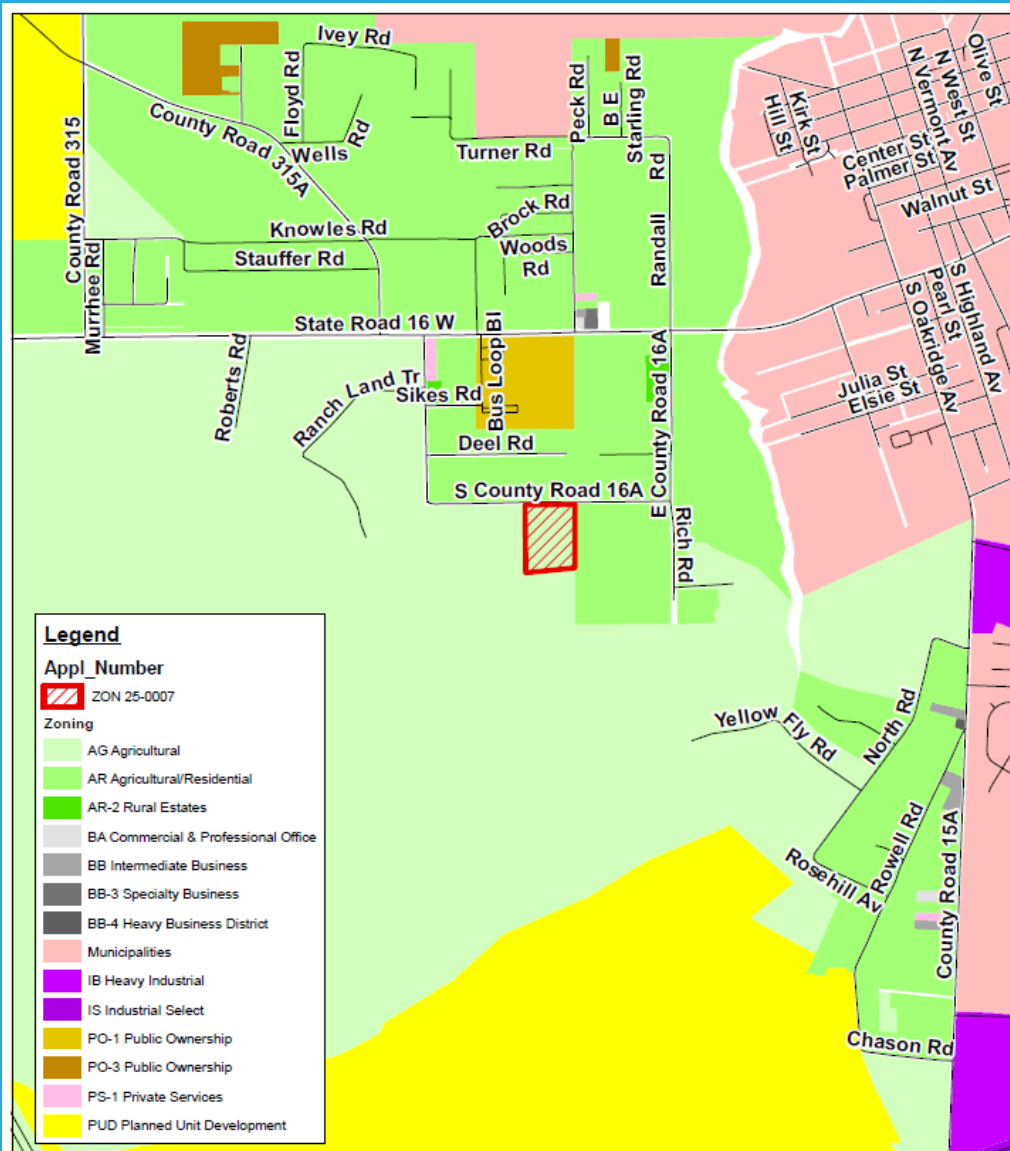


COMP changes proposed for 13.86+/- acre parcel

Proposing a possible 13 detached single-family units.

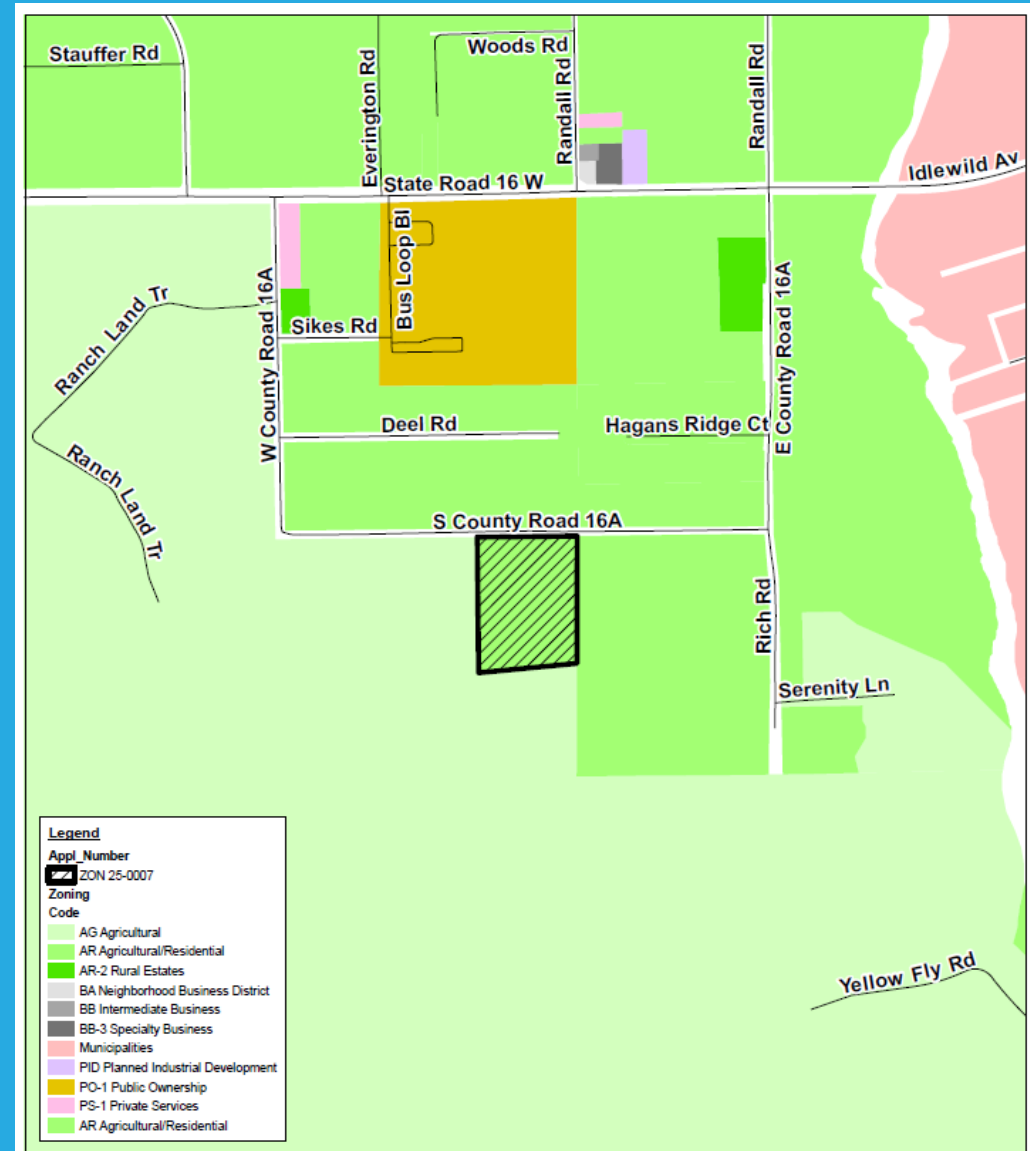
Current Land Use of AG (Agriculture) to RR (Rural Residential) which could accommodate up to 1 unit to the acre.

- Rural Residential Land Use can accommodate with points, 1 unit to the acre.
- Article 3 Sec. 3-13 (e),(2)(ii) allows for up to 1 unit per acre in the AR zone with Rural Residential land use. The proposed development could develop up to 1 unit to the acre, with points.
- The proposed Land Use change is consistent with the surrounding land use to the north and east.



0 850 1,700 3,400 Feet

Existing Zoning
Rezoning: ZON 25-0007
from AG to AR



0 425 850 1,700 Feet

Proposed Zoning
Rezoning: ZON 25-0007
from AG to AR

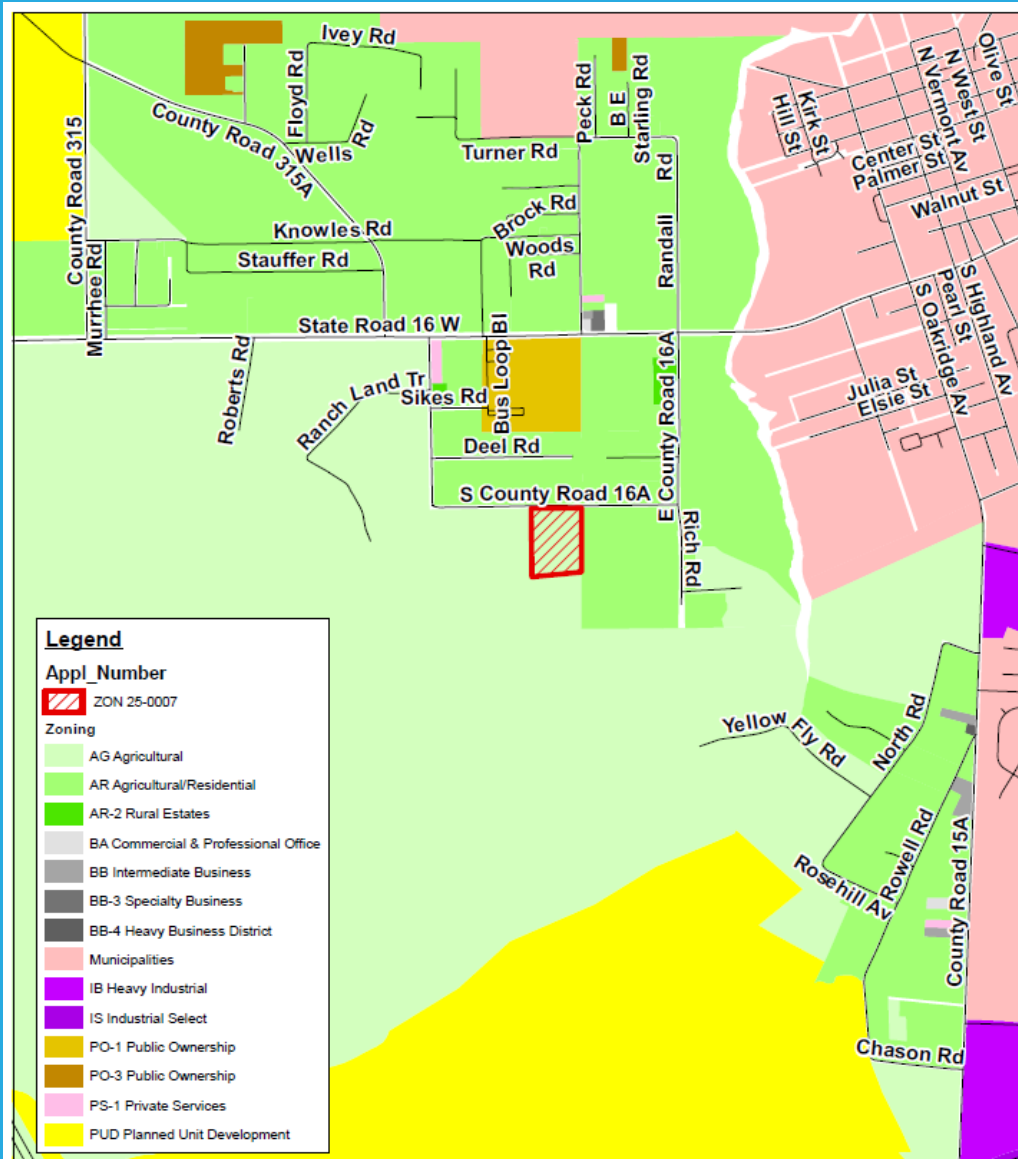


ZON changes proposed for 13.86+/- acre parcel

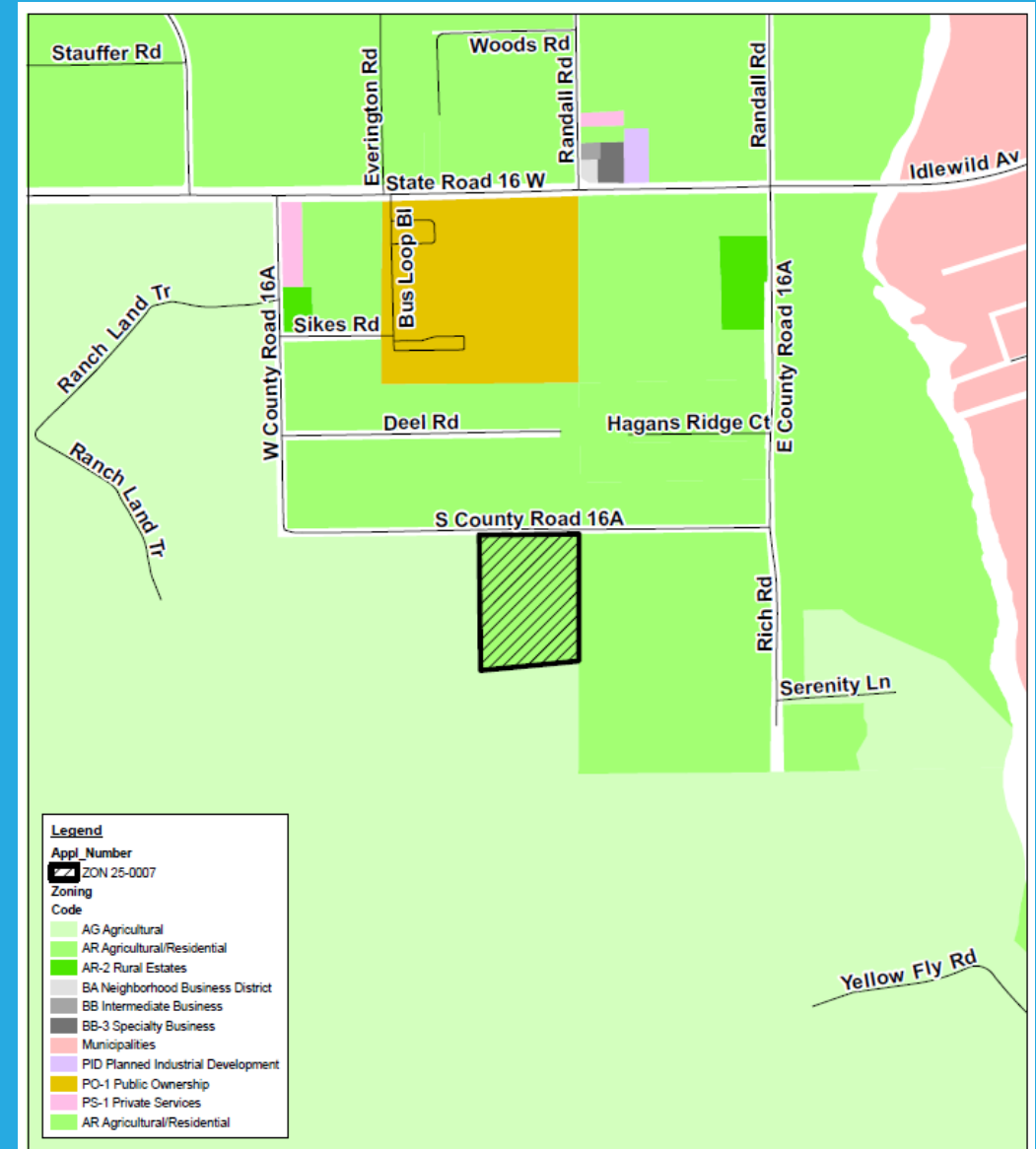
Proposing up to 13 detached single-family lots.

Current zoning of AG (Agricultural) to AR (Agricultural/Residential)

- Clay Utilities would provide sewer & water service.
- The parcel is within the Urban Service Boundary and has schools and emergency facilities within 3 miles of the site.
- Staff analyzed the request against the eight criteria found in Section 12-9(3) and has found the request consistent with the intent of the Land Development Code.



Existing Zoning
 Rezoning: ZON 25-0007
 from AG to AR



Proposed Zoning
 Rezoning: ZON 25-0007
 from AG to AR



Criteria for sprawl

As required by FS 163.3177(6)(a)9.b., all proposed comprehensive plan amendments are to be analyzed to ensure that urban sprawl and its negative impacts are not promoted. These criteria show that Sprawl is present.

1. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.
2. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
3. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.
4. Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.
5. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.
6. Fails to maximize use of existing public facilities and services.
7. Fails to maximize use of future public facilities and services.
8. Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.
9. Fails to provide a clear separation between rural and urban uses.
10. Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.
11. Fails to encourage a functional mix of uses.
12. Results in poor accessibility among linked or related land uses.
13. Results in the loss of significant amounts of functional open space.

Criteria for sprawl

As required by FS 163.3177(6)(a)9.b., all proposed comprehensive plan amendments are to be analyzed to ensure that urban sprawl and its negative impacts are not promoted. The following criteria in the Statute says that if the project can meet four of the following it will be determined not to be sprawl.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems. **Staff Finding 1:** *The request is locating in an area that has consistent land use and density and close to existing infrastructure, therefore does not have an adverse impact on lands outside of the area.*
2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services. **Staff Finding 2:** *The request is well within reach of existing public services and within the Urban Service Boundary.*
3. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.
4. Promotes conservation of water and energy. **Staff Finding 4:** *The plan should result in the conservation of water and energy as the proposed development is locating next to a similar development pattern.*
5. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.
6. Preserves open space and natural lands and provides for public open space and recreation needs. **Staff Finding 6:** *The plan should result in the preservation of existing natural lands and provides for the expansion of the existing pattern of development in the area, thereby providing more land for agricultural and recreational purposes.*
7. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.
8. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. [163.3164](#).

Project Description

Applicant is requesting up to a 13-lot detached single-family subdivision for a density of approximately 1 unit per net acre.

Recommendations

The Springs Citizen Advisory Committee heard both items at their meeting on May 14, 2025 and provided a recommendation of **approval 6-0**.

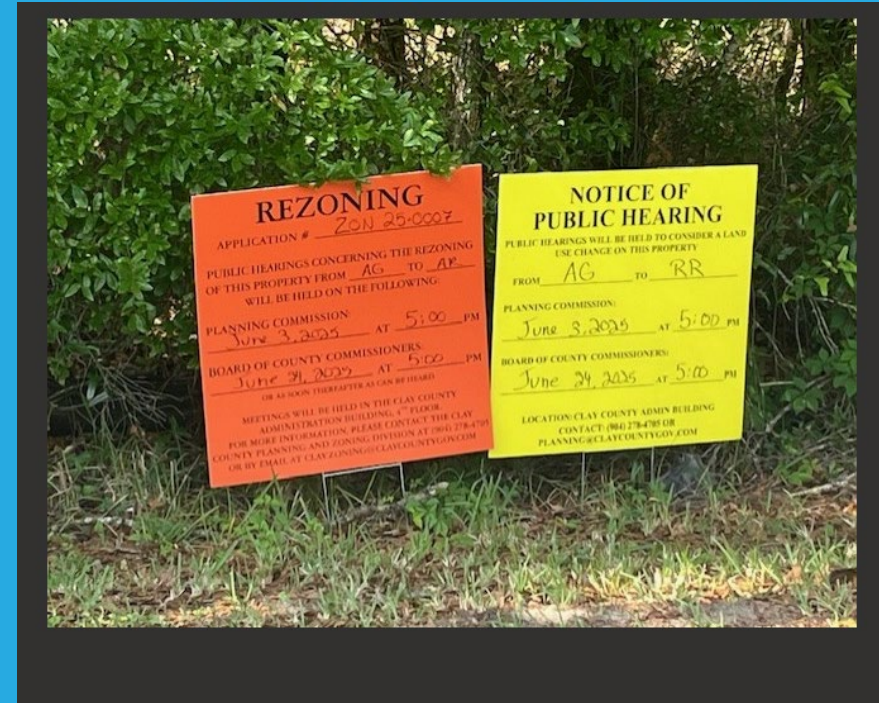
The Planning Commission heard both items at their June 3rd Public Hearing and provided a recommendation of **approval 6-0**.

COMP 25-0010

Staff has determined through the analysis found in the Staff Report that the criteria for RR Land Use has been met in the application and therefore Staff recommends **approval** of the request.

ZON 25-0007

Staff has determined through the analysis found in the Staff Report that the criteria for AR zoning has been met and the request is consistent with the intent of the LDC, and therefore Staff recommends **approval** of the request.



Questions?



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County
Commissioners

DATE:

FROM: The Clerks Office

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

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department Reviewer	Action	Date	Comments
Budget Office Streeper, Lisa	Approved	7/1/2025 - 10:09 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 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. 24/25-046, Evergreen Lane from CR220B to Lisa Dawn Dr; Evergreen Lane to School, to Besch and Smith Civil Group, Inc. in the amount of \$725,671.46.

Final Completion shall be accomplished within 180 days from Notice to Proceed. This project is fully funded by the Florida Department of Transportation. Approval of award will be effective after the 72-hour protest period was expired.

Funding Source: Transportation Trust Fund - All Grants Organization - Pedestrian Improvement on Evergreen Lane -Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County requested bids from licensed Contractors for the construction of pedestrian sidewalk and associated improvements on portions of Evergreen Lane, Lisa Dawn Drive, Mary Beth Drive, Pinewood Blvd N and Pinewood Blvd E. These sections of sidewalk will connect Knight Boxx Road to Doctor's Inlet Elementary.

Substantial Completion shall be accomplished within 150 days from Notice to Proceed. Final Completion shall be accomplished within 180 days from Notice to Proceed. The Engineering Department along with Engineer of Record and Design Firm STV, Inc. have reviewed and approved this Bid award. FDOT paid STV direct for the Design of this project. This project is fully funded by the Florida Department of Transportation.

1,000 Suppliers were notified

45 Suppliers downloaded the Request for Bids were received

6 Bids were received

7 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.

<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: Transportation Trust Fund - All Grants Organization - Pedestrian Improvement on Evergreen Lane -Infrastructure

Account No.: FD1001-CC1233-PRJ100413-SC563000

<u>Sole Source (Yes\No):</u>	<u>Advanced Payment</u>
	<u>(Yes\No):</u>

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

Hearing Type:

Initiated By:

N/A

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	7/2/2025 - 4:59 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of Agreement with Fleischman And Garcia & Planners, AIA, PA for Professional Architectural Services for the Oakleaf Library to be completed within 10 months from Notice to Proceed.

Funding Source:

Capital Improvement Plan (CIP) Project Fund -Non Capital Improvement Element - Oakleaf Library - Buildings

General Fund - Libraries Administration - Oakleaf Library - Buildings

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

RFQ No. 24/25-052 to solicit proposals from qualified firms to provide professional design services for a new Oakleaf Library, and on May 27, 2025 after hearing presentations from the five top-ranked firms, the Board awarded the bid to Fleischman and Garcia Architects and Planners, A.I.A., P.A dba Fleischman Garcia Maslowski.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes\No\N/A):

Yes

Funding Source:

Capital Improvement Plan (CIP) Project Fund -Non Capital Improvement Element - Oakleaf Library - Buildings

General Fund - Libraries Administration - Oakleaf Library - Buildings

Account No.:

FD3003 - CC1232 - PRJ100526 - SC562000

FD1000 - CC1190 - PRJ100526 - SC562000

Sole Source (Yes\No):

No

Advanced Payment

(Yes\No):

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

N/A

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	7/2/2025 - 5:00 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of Agreement with Foresite Group, LLC for the Development of a Comprehensive Safety Action Plan for Safe Streets for All in the amount of \$360,755.00 to be completed by March 31, 2026. This project is funded by the Safe Streets for All grant.

Funding Source:

Unincorporated Municipal Services MSTU Fund - All Grants Organization - Safe Streets and Roads for All FY 2023 - Professional Services

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The purpose is to develop a comprehensive Safety Action Plan that will be used to identify projects aimed at reducing transportation hazards in accordance with the requirements of the Safe Streets for all program and the US Department of Transportation and the Federal Highway Administration's Guidelines. Services to be provided in developing the plan include project management; stakeholder engagement; data collection and analysis; identification and evaluation of roadway safety risks; and the development of strategies and recommended actions designed to identify and prioritize projects aimed at reducing transportation hazards and reducing roadway-related fatalities to zero. Consultant will be paid a lump sum of \$360,755.00 that will be billed in six (6) equal monthly installments. The agreement allows for the County to assess financial consequences in the event the Consultant fails to perform the Services, and such failure results in harm, damage, or financial loss to the County.

Is Funding Required (Yes/No):
Yes

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

Funding Source:

Unincorporated Municipal Services MSTU Fund - All Grants Organization - Safe Streets and Roads for All FY 2023 – FY 2023 / Professional Services

Account No:

FD1022 - CC1233 - PRJ100800 - GR010174 - SC531000

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 Foresite SSFA Action Plan	Agreement/Contract	7/1/2025	Safety_Action_Plan_for_SS4A_-_Foresite_6.30.25.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	7/2/2025 - 5:01 PM	Item Pushed to Agenda

**AGREEMENT FOR DEVELOPMENT OF A COMPREHENSIVE SAFETY ACTION
PLAN FOR SAFE STREETS FOR ALL**

This Agreement for Development of a Comprehensive Safety Action Plan for Safe Streets for All (“Agreement”) is entered into this ____ day of July, 2025 (“Effective Date”), and is between Foresite Group, LLC dba Foresite Consulting Group of Florida, LLC, a Florida Limited Liability Company (“Consultant”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the Safe Streets and Roads for All (“SS4A”) provides funding for regional, local, and Tribal initiatives through competitive grants aimed at preventing roadway fatalities and serious injuries; and

WHEREAS, the SS4A program aligns with and supports the U.S. Department of Transportation’s National Roadway Safety Strategy, which aims to eliminate roadway deaths through implementation of the Safe System Approach; and

WHEREAS, the SS4A grant program promotes the development and implementation of comprehensive safety action plans that identify key roadway safety concerns within a community and outline strategies and projects to address those concerns; and

WHEREAS, under the Fiscal Year 2023 SS4A Grant Program, the U.S. Department of Transportation’s (“USDOT”) Federal Highway Administration (“FHWA”) awarded a grant to the County to develop a Countywide Safety Action Plan pursuant to a Grant Agreement, Clay County Agreement/Contract No.: 2024/2025-40 (“Grant Agreement”), executed by the County on November 12, 2025, and by the USDOT FHWA on December 12, 2024; and

WHEREAS, the County issued Request for Qualification, RFQ No. 24/25-051 (“RFQ”) to solicit proposals from qualified consultants to develop the County’s Comprehensive Safety Action Plan in accordance with the requirements of USDOT’s SS4A program; and

WHEREAS, the Consultant submitted a response to the RFQ, offering to provide the requested services (the “Consultant’s Response”); and

WHEREAS, County staff evaluated and ranked the submitted proposals, and on April 22, 2025, the Board of County Commissioners of Clay County, Florida (the “Board”) awarded the RFQ to the Consultant; and

WHEREAS, the Consultant is duly licensed and qualified to provide the services described in the RFQ; and

WHEREAS, the parties acknowledge and agree that the RFQ and all its attachments, the Grant Agreement, and the Consultant's Response, are incorporated into and made part of this Agreement by reference; and

WHEREAS, federal funds provided to the County pursuant to the Grant Agreement will be used to fund a portion of the services provided under this Agreement; and

WHEREAS, the parties now desire to enter into this Agreement under which the Consultant will perform the services described herein, subject to the terms and conditions set forth in this Agreement.

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

1. THE SERVICES

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) The Consultant shall provide all professional services necessary to develop the County's Comprehensive Safety Action Plan in accordance with the requirements of the SS4A program and the USDOT's and FHWA's guidelines (the "Services").
- (c) The Consultant's Services shall include, but are not limited to, project management; stakeholder engagement; data collection and analysis; identification and evaluation of roadway safety risks; and the development of strategies and recommended actions designed to identify and prioritize projects aimed at reducing transportation hazards and reducing roadway-related fatalities to zero ("Target Zero"). As part of the Services, the Consultant shall also prepare and deliver an executive summary and a final Comprehensive Safety Action Plan that aligns with the objectives of the SS4A program. Upon request by the County, the Consultant shall present the final Comprehensive Safety Action Plan to the Board.
- (d) The specific scope of the Services to be performed under this Agreement is set forth in the RFQ Scope of Work attached hereto as **Attachment A**, the Consultant's Response which is incorporated herein by reference, and the Consultant's Fee Schedule and Project Timeline attached hereto as **Attachment B**. In the event of any conflict between the RFQ Scope of Work and the Consultant's Fee Schedule and Project Timeline, the terms of the Consultant's Fee Schedule and Project Timeline shall control.
- (e) In providing the Services, the Consultant shall:
 - 1. Be familiar with the Services, deadlines, requirements, and the conditions under which the Services are to be completed;
 - 2. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County;

3. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and
4. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) 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 all Services in a professional, timely, and competent manner consistent with industry standards and in accordance with all applicable laws, rules, and regulations.

(h) The Consultant shall be solely responsible for the quality, accuracy, completeness, and propriety of all work and information furnished in connection with the Services, including any work performed by its subcontractors. The Consultant shall, at its own expense and without additional compensation, promptly make any revisions or corrections necessary due to errors, omissions, or ambiguities attributable to the Consultant or its subcontractors. Acceptance of the Services by the County shall not constitute a waiver of the Consultant's obligation to correct any such errors or ambiguities, and shall not relieve the Consultant of its continuing duty to clarify or revise the Services as may be required to ensure compliance with the terms of this Agreement.

(i) When included in Consultant's scope of services, opinions or estimates of probable construction costs are prepared based on Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, contractor's methods of determining prices, competitive bidding, or market conditions, therefore, Consultant does not guarantee that proposals, bids, or actual construction costs will not vary from Consultant's opinions or estimates of probable construction costs.

(j) The County may, at any time and for any reason, direct the Consultant to suspend Services, in whole or in part, under this Agreement. Such direction must be in writing from the County Representative or Project Manager and specify the period during which Services shall be stopped. The Consultant shall resume its Services upon the date specified, or upon such other date as the County may thereafter specify in writing. The Consultant's sole remedy for such suspension or delay will be a tolling of the completion date until the County instructs the Consultant to resume Services. The suspension or delay of Services, regardless of whether caused by the actions or inactions of the County, does not give rise to any claim by the Consultant against the County.

(k) The County may conduct performance evaluations at any time during performance of the Services or soon after the completion of any Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

(l) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Earl Boyd, Deputy Director of Construction, Engineering & Inspections, or designee.

2. 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 County, such additional services, including scope, timing, and fees must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

3. TERM

(a) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement.

(b) The Consultant shall perform the Services in accordance with the Project Timeline set forth in Attachment B, with the final Comprehensive Safety Action Plan to be delivered to the County no later than March 31, 2026. Any extension of this Agreement shall be valid only upon the mutual written agreement of the parties.

4. PAYMENT

(a) The County agrees to pay the Consultant for the Services performed under this Agreement in the **total lump sum amount of \$360,755.00** ("Contract Price") as reflected in **Attachment B**.

(b) The Contract Price shall be invoiced in six equal monthly installments. The Consultant shall submit monthly invoices to the Paying Agent in accordance with Section 5, and payment shall be made in accordance with the terms set forth in this Agreement.

(c) The County shall not be responsible for payment of costs or other expenses, including, but not limited to, materials, equipment, supplies, travel or per diem expenses, courier service, telephone, facsimile, copying or postage charges, out-of-pocket expenses, fees, overhead, profit, and other expenses, items or requirements to complete the Services as any and all expenses incurred by the Consultant are to be included as part of the Contract Price.

5. PAYMENT PROCEDURES

(a) As used herein, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice,

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

(b) The Consultant shall submit an Invoice to the Paying Agent no more than once per month. 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) Invoices shall be signed by the Consultant and must include the following information and items:

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

(d) Upon receipt of an Invoice submitted under this Section, 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.

(e) 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.

(f) The parties will attempt to settle any payment dispute arising under this Section 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.

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

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

6. INDEMNIFICATION

(a) The Consultant shall promptly indemnify and hold harmless the County, and its directors, officers, employees, representatives, agents, boards and commissions from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, orders, and/or judgments, either at law or in equity, including 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 or bodily injury, damage to or loss of property, loss of monies, death, or other loss,

arising out of, by reason of, or in any manner connected with any acts, action, error, neglect, or omission by the Consultant and/or persons employed or utilized by the Consultant in the performance of the Services.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, employees, or any third party.

(c) **Limitation of Liability.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BOTH COUNTY AND CONSULTANT, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE COUNTY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF CONSULTANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OWNERS AND SUBCONSULTANTS FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT-WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT PARTIES SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000), OR THE TOTAL FEE FOR SERVICES RENDERED PURSUANT TO THE AGREEMENT, WHICHEVER IS GREATER. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

(d) Notwithstanding any provision to the contrary in this Agreement, if the Agreement provides for the delivery of any construction phase services by the Consultant, County acknowledges and agrees that the general contractor hired by County is solely responsible for the construction of the project and Consultant will not be liable for the construction means, methods, techniques, sequences or procedures employed by such general contractor or for any and all acts or omissions of any such general contractor, subcontractor, supplier, or otherwise with respect to any construction phase services provided by Consultant hereunder.

(e) Notwithstanding any provision to the contrary in this Agreement, Consultant's scope of Services does not and will not include any services related to the environmental PCBs, petroleum, hazardous waste or radioactive materials or compliance with any environmental health or safety laws. The County acknowledges and agrees that County is solely responsible and liable for assessing any environmental health or safety issues with respect to any and all County projects and that Consultant is in no event liable for any environmental review or claims.

(f) **Consequential Damages.** Notwithstanding any other provisions of this Agreement, Consultant will not be liable to County for any punitive, consequential, indirect, or special damages, including without limitation, loss of profits, revenues, or data with respect to any

claims regarding the services to be provided hereunder even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

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

7. INSURANCE

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

1. Commercial General Liability

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

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

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

2. Business Automobile Liability

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

3. Workers' Compensation and Employer's Liability

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

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

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

The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and

commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

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

4. Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance

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

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

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

(d) The Certificate Holder on the certificates of insurance should read as follows: **"Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; 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.

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

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

8. PATENTS/TRADEMARKS/COPYRIGHTS

(a) The Services shall not infringe or violate any U.S. copyright, trademark, trade secret or other proprietary or privacy right of a third party. Unless otherwise provided, the Consultant shall be solely responsible for obtaining the right to use any patented, trademarked, or copyrighted materials or other intellectual property in the performance of this Agreement.

(b) The Consultant shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, trademarked, patented, or unpatented invention, process, or intellectual property that is manufactured, created, used, or supplied by the Consultant under this Agreement. In the event of any claim against the County of copyright, trademark, patent, or intellectual property infringement, the County will provide written notification to the Consultant. If such a claim is made, the Consultant shall take all provisional measures to protect and preserve the County's interests. Such provisional measures shall include using its best efforts to promptly purchase for the County any infringing products or services or procure a license at no cost to the County which will allow continued use of the intellectual property. If none of the alternatives are reasonably available, the County agrees to return the article or discontinue use of the work, product, logo, or phrase, etc. on request to the Consultant and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

9. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

(a) The Consultant acknowledges that federal funds will be used to fund all or a portion of the Services performed under this Agreement.

(b) The Consultant further acknowledges that the County as a recipient of federal 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) 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 the Agreement, the Grant 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.

(e) The Consultant hereby certifies that the Certification regarding Debarment, Suspension, Ineligibility attached hereto as **Attachment C**, Certification regarding Lobbying attached hereto as **Attachment D**, and Conflict of Interest Form 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.

(f) The Consultant further acknowledges that performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," including Appendix II, which is attached hereto as **Attachment F**. The Consultant agrees to comply with the applicable provisions of 2 CFR Part 200 and with the Federally Funded Grant Agreement Compliance Required Contract Clauses, attached hereto as **Attachment G**, to the extent such provisions are applicable to the Services provided under this Agreement.

(g) The Consultant must comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Consultant pursuant thereto. The Consultant agrees to comply with Appendices A and E attached hereto as **Attachment H**.

(h) 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 the Grant Agreement, and (2) the subconsultant is bound by all applicable federal, state, and local laws and regulations. Additionally, any such contract or agreement must include and incorporate the applicable attachments to this Agreement and the required contract clauses identified herein.

10. 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 subcontractor or subcontractor on behalf of the County in

connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

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

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

11. FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant 10 calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under this Agreement, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

12. 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 perform on time or in accordance with the schedule; 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 Consultant to be in default and may assert a default claim by giving the Consultant a written notice of default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Consultant shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan.

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

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

- iii. Advise the Consultant to suspend, discontinue, or refrain from incurring costs for any activities or Services.
- 5. Exercise any other rights or remedies which may be available under law.

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

(c) Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without releasing or waiving its rights and remedies against the Consultant and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Consultant. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods, services, materials, and/or work similar to those terminated, and the Consultant shall be liable for any damages, costs, and any other expenses incurred due to this action.

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

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

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

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

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to

acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. 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.

13. 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.

14. 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.

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

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

16. AUDIT

(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 USDOT, the FHWA, 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 USDOT, the FHWA, the U.S. Department of Transportation's Inspector General, 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 USDOT, the FHWA, or any of their authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) 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.

(d) 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.

(e) This section shall survive the termination or expiration of this Agreement.

17. 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.

18. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Consultant shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Consultant during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section

448.095(2)(b)1, Florida Statutes. Upon request, the Consultant must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

19. 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.

20. 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.

21. 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.

22. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to

provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

23. NON-DISCRIMINATION

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

24. SUSPENSION AND DEBARMENT

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

25. 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.

26. NO ASSIGNMENT

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

27. SUBCONSULTANTS

(a) The County authorizes the utilization of the subconsultant(s) listed in the Consultant's Response to the RFQ. The Consultant shall obtain prior written authorization from the County for the utilization of any other subconsultants in connection with the Services to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County. Any approval required shall be provided on a reasonable basis and to allow Consultant to maintain the schedule.

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

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

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

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

28. NO THIRD-PARTY BENEFICIARIES

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

29. 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.

30. AMENDMENT OR MODIFICATION OF AGREEMENT

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

31. 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.

32. REMEDIES

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

33. GOVERNING LAW AND VENUE

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

34. 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, court costs, and any other expenses against the other party, including fees, court costs, and any other 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.

35. NOTICE

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

If to Consultant:

Foresite Group, LLC
3740 Davinci Court
Suite 100
Peachtree Corners, GA 30092
Attention: Erik Johnston
Copy to: Eric Steavens

If to the 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.

36. 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.

37. 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.

38. HEADINGS

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

39. ENTIRE AGREEMENT

(a) This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

40. COUNTERPARTS

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

41. ATTACHMENTS

(a) The Attachments listed in the Agreement and set forth below are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

Attachment A: RFQ Scope of Work

Attachment B: Consultant's Fee Schedule and Project Timeline

Attachment C: Certification regarding Debarment, Suspension, Ineligibility

Attachment D: Certification regarding Lobbying

Attachment E: Conflict of Interest Form

Attachment F: 2 CFR Part 200 Appendix II

Attachment G: Federally Funded Grant Agreement Compliance Required Contract Clauses

Attachment H: Appendices A and E

42. AUTHORITY

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and

warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

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

**FORESITE GROUP, LLC DBA FORESITE
CONSULTING GROUP OF FLORIDA, LLC**

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 WORK

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting qualifications from Consultants to develop the County's Comprehensive Safety Action Plan in accordance with the requirements of the U.S. Department of Transportation Safe Streets for All Program.

The purpose of the Safety Action Plan is to improve roadway safety by significantly reducing or eliminating fatalities or serious injuries to all roadway users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial operators.

The Safety Action Plan shall identify data-driven projects and strategies and incorporate best practices, stakeholder input, and equity and environmental considerations to address the needs of the County roadways.

3.2. Geographic Information

Clay County, located southwest of Jacksonville along the St. Johns River, is experiencing significant growth and is expected to grow substantively over the next ten (10) years. Clay County is conveniently accessible via interstate, federal and state highways. US Highway 17 (SR 15) and SR 21 are primary arteries that connect to Interstate 295. SR 23, known as the First Coast Expressway, bisects the County and when completed will provide a connection between Interstates 10 and 95. Clay County is made up of four (4) municipalities (Orange Park, Green Cove Springs, Keystone Heights and Penney Farms) and various communities (Middleburg, Fleming Island and Oakleaf).

Clay County is one of the fastest growing suburbs in the nation, offering proximity to Jacksonville, Florida, access to recreational and natural areas, and a robust business community. Like much of the United States, this raises traffic, access, sustainability, and safety issues. According to the 2022 version of Smart Growth America's Dangerous by Design, the Jacksonville metro ranks 6th in the nation for bicycle and pedestrian fatalities. A Comprehensive Safety Action Plan shall help address not only the safety component of our mobility system, but other important goals related to resiliency and access.

3.3. Grant Funded

The [Infrastructure Investment and Jobs Act](#) (IIJA) established the Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over five (5) years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. Almost \$2 billion is still available for future funding projects.

The SS4A program supports the U.S. Department of Transportation's (USDOT) [National Roadway Safety Strategy](#) and our goal of zero roadway deaths using a [Safe System Approach](#).

Combining the [FY22](#), [FY23](#), and [FY24](#) awards to date, SS4A has provided \$2.9 billion in Federal funding to over 1,600 communities in all 50 States and Puerto Rico. Through this important funding source, USDOT is empowering Tribal, local, and regional efforts to save lives and reduce serious injuries on our roadways.

The Consultant's performance under the Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

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](#).

3.4. [Scope of Services](#)

The awarded Consultant shall develop a Comprehensive Safety Action Plan that shall be used to identify projects aimed at reducing transportation hazards and reducing roadway-related fatalities to zero ("Target Zero"). Main strategies shall include, but are not limited to:

- A. Analysis of existing conditions and historical trends to establish a baseline for crashes involving fatalities and serious injuries across Clay County. Analysis shall include an evaluation of crash locations, severity, contributing factors, and types of road users involved.
- B. Identification of systemic and specific safety needs, along with geospatial analysis of higher-risk locations.
- C. Work with local organizations (Florida Department of Transportation, Jacksonville Transportation Authority, North Florida Transportation Planning Organization, etc.) on advanced analytics, technology partnerships and regional deployment of low-cost/high impact solutions.
- D. Develop a holistic root cause analysis to detect both customary and hidden contributors to risk.
- E. Create an equity + access project prioritization index to reduce crashes while enhancing access to daily destinations safely via multiple modes. As such, land use will be a focal point of the analysis.
- F. Create menus of proven countermeasures based on stakeholder input, FHWA research, peer County experience, and testing, to be employed in future projects.
- G. Determine monitoring methods.
- H. Identify projects (individual and grouped based on crash characteristics) and create a timeline for implementation. This shall include a list of priority safety projects and strategies to address the identified safety problems.
- I. Create a plan for engagement with the public and relevant stockholders that allows for both community representation and feedback. Information received from these engagements and collaborations shall be analyzed and incorporated in the Comprehensive Safety Action Plan.
- J. Assess current policies, plans, guidelines, and/or standards to identify safety problems. The projects and strategies should range from low-cost quick implementation projects to high-cost complete projects that may require additional study or design to move forward.

The Consultant shall be aware that as the Comprehensive Safety Action Plan is developed, certain modifications and/or improvements to the original concept(s) may be required. The Consultant shall incorporate these refinements into the Comprehensive Safety Action Plan and consider such refinements to be an anticipated and integral part of the work.

3.5. Tasks

The Consultant shall perform the following critical Tasks as part of the Comprehensive Safety Action Plan. The County may require in-person attendance for the meetings listed below.

Task 1: Project Management & Coordination

The Consultant shall be expected to understand all parameters and requirements of the Safe Streets and Roads for All (SS4A) Action Plan Grant, Notice of Funding Opportunity (NOFO) Assistance Listing #20.939.

An understanding of the required Federal and USDOT guidance including the National Roadway Safety Strategy (NRSS), the Safe System Approach, Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), the President's greenhouse gas reduction, climate resilience, the federal workforce investment programs, the Justice40 Initiative, the Highway Safety Improvement Program (HSIP), and related Federal programs is required.

An internal project kick-off meeting shall be held by between awarded Consultant and applicable County staff.

A project start-up meeting shall be held between the Consultant and members of the Safety Action Plan Committee. This shall include a review and discussion of the approach to network screening, coordination with FHWA, FDOT, local partners, the public involvement process, and additional topics relevant to project start-up.

Task 1 Deliverables:

A. Task 1.1 -Workplan and schedule (Draft and Final)

1. This task involves developing a Workplan within thirty (30) days of contract execution. The Workplan identifies project team organization, work responsibilities, project staff and corresponding responsibilities, refined project schedule, project milestone dates, communication procedures, document and graphics formatting protocols, quality control and quality assurance procedures, and contract close-out procedures, as well as other operational information. The Workplan shall clearly explain the organizational strategies the Consultant shall employ to effectively manage the full Scope of Work.

B. Task 1.2 -Project management meetings (monthly)

1. This task involves coordinating meetings with the Consultant and Safety Action Plan Committee which shall be held at a minimum monthly or as required during the workplan and schedule determination. These meetings shall be supplemented by meetings scheduled

as needed by either the Consultant or Safety Action Plan Committee. The Consultant shall produce detailed meeting summaries, for the Safety Action Plan Committee review and recording purposes.

C. Task 1.3 -Project Kickoff meeting

1. This involves organizing and conducting a meeting at the beginning of the project to initiate and introduce all relevant stakeholders, discuss project objectives, roles and responsibilities, and establish a project plan/timeline.

D. Task 1.4 - Project Administration

1. This task entails managing and coordinating various project activities, ensuring effective communication between team members, and handling invoicing processes related to the project. Monthly progress reports shall be submitted no later than the fifth (5th) day of the month.

Task 2: Plan Goals and Metrics

This task shall involve coordinating with and providing information to County leaders and stakeholders necessary to foster support and encourage a consensus to meet the goals of the Comprehensive Safety Action Plan.

Task 2 Deliverables:

A. Task 2.1 - Safety Action Plan goals, objectives, performance measures

1. This task involves identifying and defining with project leadership the specific goals, objectives, and performance measures that align with the project's overall objectives.

B. Task 2.2 - Draft goals & metrics documentation

1. This task involves drafting with the project leadership the defined specific goals, objectives, and performance measures that align with the project's overall objectives.

C. Task 2.3 - Finalize the goals, objectives and metrics

1. This task involves finalizing with the project leadership the defined specific goals, objectives, and performance metrics that align with the project's overall objectives.

Task 3: Safety Action Plan Committee

To facilitate the development of the Comprehensive Safety Action Plan, a Safety Action Plan Committee (SAPC), stakeholder list, and project timeline shall be established.

The SAPC will primarily consist of members of County staff, public safety, human service agencies, community organizations and others as appointed by the County that shall guide the study throughout the Safety Action Plan Committee planning process.

The Committee shall meet a minimum of seven (7) times over the course of plan development.

Task 3 Deliverables:

- A. 3.1 - Schedule; agendas, and minutes.

Task 4: Data Collection

The Consultant shall perform an analysis of existing conditions and historical trends to provide a baseline level of crashes involving fatalities and serious injuries across the County using all available resources.

A benchmark crash data analysis for all roadways (to the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership) shall be performed. Five (5) years of reportable crash data shall be included for all public roads. This shall include an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.).

Based on the analysis performed, a geospatial identification of higher-risk locations shall be developed (a High Injury Network). The benchmark crash data shall include geographic locations of crashes with related attribute data in an MS Excel and ArcGIS format, tables and maps of crash types and factors, comparisons of crash frequency data to other areas of Florida, and initial crash rates based on regional Vehicle Miles of Travel. The benchmark crash data shall include crash data involving alternative modes (pedestrians, bicyclists, public transit users, etc.) and crash data within underserved communities within the jurisdiction(s), noting any disproportional safety impacts. The safety analysis shall include both the number and the rate of Fatal and Serious Injury (F&SI) crashes on all year-round public roadways. The safety analysis shall include bike/pedestrian screening based on risk factors, as accidents involving these road user types are historically underreported.

An analysis of the effectiveness of mitigation strategies to address risk factors such as benefit/cost, crash reduction, Highway Safety Manual procedures, or other proven methods shall also be included.

In addition, an overlay of equity focus areas shall be included in the spatial analysis from sources such as the United States Department of Transportation (USDOT) Area of Persistent Poverty/Historically Disadvantaged Community Tool. The SS4A Action Plan shall include an analysis of vulnerable road users which identifies potential high-risk locations and develops systemic and/or specific mitigation strategies. A heavy emphasis on outreach and consensus building shall be included in these analyses.

Task 4 Deliverables:

- A. Task 4.1 - Safety data review and formatting
 - 1. This task shall include an analysis of existing safety data and historical trends using all available resources.

B. Task 4.2 - Crash factor analysis

1. This task involves conducting a comprehensive analysis of crash data from the previous five years to identify patterns, trends, and areas of concern related to safety.

C. Task 4.3 - Mapping

1. In this task, the findings and analysis from the crash data are documented and denoted on applicable maps to highlight key observations and recommendations for improving safety.

Task 5: Stakeholder Engagement

The Stakeholder Engagement Plan shall include extensive involvement with local entities that focus on underserved populations, elected officials, municipal engineering and planning staff, safety interest groups, existing state and local safety plans, as well as key stakeholders such as public safety agencies, school districts, hospitals, bicycle advocacy groups, and transportation agencies. This task shall ensure authentic public input. The task shall incorporate engagement activities that inform, consult, involve, empower, and collaborate with both decision-making leaders and those who are most impacted by traffic fatalities and serious injuries. The Consultant, in coordination with the SAPC, shall identify safety priorities and continuously engage both the SAPC and the general public. The Consultant shall prepare a technical memo on priority issues based on a comprehensive understanding of all stakeholder input.

The Stakeholder Engagement Plan shall detail specific engagement methods that are uniquely tailored to capture a diverse range of audiences, including consideration of how to reach a diverse range of stakeholders representative of the region's geography and demographics. Activities may include regional public workshops, outreach to community leaders, local decision-makers, inclusive of local staff to understand current planning practices and priorities, community-based discussions of multi-modal safety along high-crash corridors and in areas where people are disproportionately impacted; and a variety of opportunities for technical stakeholders and the public to provide comments on draft recommendations. These methods may be conducted using virtual tools as well as in-person methods if the SAPC determines normal in-person methods are not achieving representative input. A summary of each engagement opportunity, including the activity, the feedback received, and the participants engaged, shall be included the final report.

Public Engagement and collaboration shall run concurrently and in conjunction with all tasks. Early efforts in the process shall focus on listening and learning about public concerns. Later, efforts shall solicit responses to analysis findings and recommendations. Virtual engagement tools must ensure equitable and representative participation and can be used to substitute and expand upon traditional in person methods, including but not limited to virtual public meetings, surveys, online visualizations, and social media tactics to solicit stakeholder feedback.

Task 5 Deliverables:**A. Task 5.1 - Community Engagement Plan**

1. This task involves developing a plan to engage and involve the community in the project, ensuring their input and feedback are considered throughout the process.

B. Task 5.2 - Stakeholder identification & notification

1. This task involves organizing and conducting meetings with stakeholders who have a vested interest in the project, including local businesses, organizations, and agencies.

C. Task 5.3 - Website or other web interface

1. This task shall include, but are not limited to updating project specific websites throughout the duration of the Comprehensive Safety Action Plan, in partnership with the County.

D. Task 5.4 - Meetings

1. This task entails preparing and attending a minimum of six (6) rounds of meetings, including coordinating logistics, inviting participants, gathering necessary materials, presenting project information, gathering feedback, and addressing concerns.

E. Task 5.5 - Logo, branding, outreach materials (assume flyers, signs)

1. This task shall include, but not limited to developing complimentary marketing and promotional material such as fliers, handouts, social media graphics, and email templates to send direct invites.

F. Task 5.6 - Community events

1. This task involves planning and conducting public community events in centralized locations within the County. A minimum of three (3) events shall be held.

G. Task 5.7 - Survey

1. This task includes developing tools and/or documentation to collect data from the public in person or virtually and provide reports to the SAPC of the collected information.

H. Task 5.8 - Popup outreach events

1. This task involves planning and conducting public Popup outreach events to engage with hard-to-reach audiences within the County. A minimum of six (6) events shall be held.

I. Task 5.9 – Two-minute video

1. This task shall include providing a video that incorporates branding to promote and encourage active participation by the community.

J. Task 5.10 - Final report

1. This task focuses on documenting the outcomes, feedback, and suggestions obtained from community engagement and stakeholder meetings.

Task 6: Equity Analysis

The Comprehensive Safety Action Plan shall be developed using inclusive and representative processes to pursue a comprehensive approach to advancing equity for all, including individuals who belong to underserved communities that have been denied such treatment. The plan shall further focus on the disproportionate, adverse safety impacts that affect certain groups on our roadways, particularly those who walk or bike in underserved communities.

The analysis shall include both population characteristics and initial equity impact assessments of the proposed projects and strategies. In support of Executive Order 13985 Advancing Racial Equity and Support for Underserved Communities, the Consultant shall assess the focus areas and identify strategies of the Comprehensive Safety Action Plan through a lens of racial equity. The Consultant shall conduct an analysis of underserved communities that includes population characteristics and an initial equity impact assessment of proposed countermeasures and projects. This task shall build on the completed analysis and shall allow sociodemographic data to be overlaid with technical data. It shall also help inform and identify intersections and road segments of need. In doing so, the Consultant shall include efforts to remove barriers to and provide equal access to opportunities and benefits proposed and increase investment in underserved communities and individuals in the County.

Task 6 Deliverables:

- A. Task 6.1 - Equity interviews and analysis/mapping
 - 1. This task involves conducting analysis to assess the impact of the project on various demographic groups and ensuring equitable outcomes with respect to safety improvements.
- B. Task 6.2 - Final report
 - 1. This task focuses on documenting the findings of the equity analysis, highlighting any disparities or recommended actions to promote equity in the project.

Task 7: Policy and Plan Audit

The Consultant shall provide an assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The USDOT National Roadway Safety Strategy Safe System Approach acknowledges that both human mistakes and human vulnerability must be incorporated into the discussion of roadway safety; the Comprehensive Safety Action Plan shall recognize that to attain the goal of zero fatalities, safety countermeasures shall focus on more than just infrastructure recommendations but encompass programs and policy decisions that impact human behavior, emergency response, and administrative actions. Other policy-oriented decisions include, but are not limited to, land use recommendations, increasing safe mobility options through context-sensitive design, and addressing barriers to economic competitiveness because of the disproportionately high environmental and climate related cumulative impacts on health in disadvantaged communities.

After the review of the assessment and consultation with the SAPC, the Consultant shall provide a draft set of policy and process recommendations to be reviewed by the County. Additional meetings may be

held with elected officials and County leadership for recommendations to be incorporated into the final plan. The Comprehensive Safety Action Plan shall discuss implementation steps for each of the selected policies or processes through the adoption of revised or new policies, guidelines, and/or standards, as appropriate. The Consultant's staff shall work with County leadership and elected officials to implement and adopt the recommended policy, guidelines, and standards.

Task 7 Deliverables:**A. Task 7.1 - Research Best Practices**

1. This task includes assembling an audit guide for examining various guides, standards, and regulatory documents that direct the design and operation of travel ways as well as land use codes. From that guide, the team shall highlight parameters that either strengthen or weaken safety parameters (e.g., line of sight, speed management, process).

B. Task 7.2 - Policy & plan audit

1. This task involves reviewing existing safety policies and processes and identifying gaps or areas that require improvement.

C. Task 7.3 - Findings and recommendations for policy change

1. Based on the review, this task involves developing recommended changes to policies and processes to enhance safety measures.

Task 8: Analysis & Verification

The Consultant shall perform an analysis to build emphasis areas based on research and crash/risk patterns. The Consultant shall build profiles with the aim of quickly developing countermeasure menus that can be readily applied across multiple locations with similar contributory factors. The Consultant shall perform a minimum of three (3) site visits to verify factors and conditions.

Task 8 Deliverables:**A. Task 8.1 - Develop emphasis areas based on research and crash data**

1. This task includes identifying high-priority areas for improvement in road safety and focusing on locations and factors markedly contributing to crashes and injuries.

B. Task 8.2 - Vet & verify emphasis areas with stakeholders

1. In this task, the Consultant shall vet and verify emphasized areas by engaging the SAPC to ensure the alignment of key focus areas with organizational goals and priorities.

C. Task 8.3 - Document contributing factors for each emphasis area

1. In this task, the Consultant shall provide a comprehensive report containing documented contributing factors for each emphasis area.

D. Task 8.4 - Site visits for verification

1. The Consultant shall perform a minimum of three (3) site visits per emphasis area to verify factors and conditions.

E. Task 8.5 - Create risk profiles for each emphasis area

1. In this task, the Consultant shall work with SAPC to identify and prioritize key emphasis areas for which risk profiles need to be created. All critical areas shall be incorporated into the risk profiles, including but not limited to operational, financial, strategic, environmental, and compliance areas.

Task 9: Crash Reduction & Prioritization

Identification of a comprehensive set of projects and strategies shaped by data, the best available evidence, equity considerations, and stakeholder and public input that shall address the safety problems described in the Comprehensive Safety Action Plan. These strategies, countermeasures, and projects focus on a Safe System Approach to effective interventions and consider multidisciplinary activities. To the extent practical, data limitations have been identified, mitigated, and discussed in prior tasks.

Once identified, the list of projects and strategies shall be prioritized by timeline for deployment (e.g., short-, mid-, and long-term timeframes). Projects and strategies shall include Federal Highway Administration Proven Safety Countermeasures and the National Highway Traffic Safety Administration Countermeasures That Work. The list shall include specific projects and strategies, or descriptions of programs of projects and strategies and explain the prioritization criteria used. The list shall contain interventions focused on infrastructure and behavioral and/or operational safety. The list shall be ordered within each timeframe by order of magnitude determined by the estimated project cost and significant challenges to implementation. For information accessibility, the list of projects and strategies shall be mapped for public consumption.

Where relevant and feasible, high-priority projects at specific road segments or intersections shall include a level of detail sufficient to enable the pursuit of funding either through a Safe Streets and Roads for All Implementation Grant, a Highway Safety Improvement Program, or any other grant or program funding.

Task 9 Deliverables:**A. Task 9.1 - Develop countermeasure & strategy report**

1. In this task, the outcomes, strategies, and project plans developed are documented, along with a staged improvement plan outlining the timeline and implementation approach.

B. Task 9.2 - Develop prioritization criteria & final key performance indicators

1. This task involves developing criteria and guidelines for prioritizing safety projects at the top five (5) locations.

C. Task 9.3 - Project analysis comparison

1. This task entails evaluating and comparing projects based on key metrics. The analysis shall assist the SAPC in making informed decisions regarding project selection, resource allocation, and risk management strategies.

D. Task 9.4 - Develop project list

1. This task entails developing specific projects and interventions to address safety issues at the identified high crash locations.

E. Task 9.5 - Develop strategies & policy and/or program changes

1. This task focuses on developing broader strategies, policy and/or program changes, and initiatives to address safety issues across the entire area.

F. Task 9.6 - Develop cost estimates

1. This task entails developing a detailed cost estimate for each project identified.

Task 10: Draft & Final Safety Action Plan

The Consultant is required to develop the Comprehensive Safety Action Plan.

The Consultant shall exercise meticulous attention to detail, adhere to professional writing standards, and ensure that the language used in the report is clear, precise, and free from errors. The final report shall be formatted in a professional manner and be ready for presentation and dissemination to the project stakeholders, relevant authorities, any other identified recipients, and the public. Both the draft and final reports shall demonstrate the Consultant's expertise, knowledge, and ability to synthesize complex information into a coherent and actionable document. The reports play a critical role in communicating the outcomes, recommendations, and the overall Comprehensive Safety Action Plan to the project stakeholders and serves as a reference for decision-making and implementation.

The Consultant shall maintain effective communication with the project team, incorporating their feedback and addressing any concerns or questions related to the draft and final reports. Additionally, the Consultant shall ensure that the reports are delivered within the agreed-upon timelines and meet all specified requirements as outlined in the Scope of Work and the Request for Qualifications.

By delivering a comprehensive and well-executed Comprehensive Safety Action Plan Report, the Consultant shall contribute to the project's success, facilitate effective decision-making, and provide a roadmap for implementing safety measures and improvements.

This task shall consolidate recommendations into a final report detailing how the County can improve safety outcomes on our roadways. The plan shall prioritize evidence-based infrastructure recommendations that address data findings from previous tasks. Non-infrastructure recommendations may be included based on clear evidence and enforcement recommendations may only be included after consultation with the SAPC. The plan shall incorporate complementary regional and local frameworks for action. The plan's framework shall address safety within the County, County goals and

plans, project evaluation and prioritization, funding allocation, regional coordination, and federal performance targets. The Strategy's local framework shall establish best practices for the County, including safety-focused project development and "Vision Zero" strategies.

The "Vision Zero" strategies shall include commitments for the County by providing a reasonable date to reach zero fatalities or shall set one (1) or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date. The plan shall address considerations of equity in policies and implementation of projects and measures, as well as discuss implementation and adoption of revised policies, guidelines, and/or standards based on the analysis performed in previous tasks.

A key outcome of the Comprehensive Safety Action Plan shall be estimating and identifying projects that will help achieve progressively lower roadway fatalities and injuries each year. Based on a review of current policies and processes, the Consultant shall develop strategies consistent with reporting needs for FHWA Safety Performance Targets. Strategies in this task shall compare current and alternate methods that support progressively lowering safety targets for crashes located within the County boundary. The final report shall summarize data analysis and policy recommendations and incorporate graphical illustrations.

The Consultant shall develop criteria for project prioritization in coordination with the project team (based on the development of a prioritization process) and shall provide recommendations to include specific projects, policies, guidelines, and/or standards, countermeasures, and strategies developed for implementation to address the safety issues identified, including time ranges when the recommendations can be implemented.

Consultant recommendations shall include specific projects developed for implementation, including an analysis of cost-effectiveness. Recommendations should contain enough detail to support implementation categorized by timeframe (e.g., 2-year, 5-year, and 10-year actions) and improvement cost based on conceptual design. The Consultant shall also compile an implementation matrix providing for implementation and updates to existing policies, programs, and practices as well as the proposed improvements from this plan.

The plan shall identify possible barriers to implementation (including but not limited to funding, legislation, and staffing), including cost estimates and potential funding sources (local, state, and federal), as well as the role of implementing strategies. The plan shall also include target performance measures and benchmarks to monitor progress, including recommendations for data collection and reporting analysis, as well as tools and techniques to monitor progress over time.

The plan shall be succinct and accessible to the public, elected officials, and practitioners.

Task 10 Deliverables:

A. Task 10.1 - Draft Report

1. In this task, the Consultant is responsible for preparing a preliminary or initial version of the Comprehensive Safety Action Plan Report. The draft report should encompass all the relevant components, findings, analysis, strategies, and projects discussed and developed throughout the project. The Consultant should ensure that the draft report is

comprehensive, well-structured, and aligns with the requirements outlined in the scope of work.

B. Task 10.2 - Final Report

1. Once the draft report has been reviewed and any necessary revisions or adjustments have been made, the Consultant shall proceed to develop the final version of the Comprehensive Safety Action Plan Report. The final report should incorporate any feedback or recommendations provided during the review process. The Consultant must ensure that the final report is polished, accurate, and reflects the complete and updated Comprehensive Safety Action Plan. It should clearly and concisely summarize the project's objectives, methodologies, key findings, strategies, projects, timelines, and performance measures. The report should also include appropriate visuals, graphs, and supporting documentation to enhance its readability and comprehensibility.

C. Task 10.3 - Presentation

1. Final presentation to the stakeholders and Board.

Task 11: Monitoring & Reporting Plan

The method for assessing progress is intended to allow the County a way to independently gauge mitigation effectiveness and help refine future application strategies. Progress should be measured in terms of mitigation efforts (quantity of safety improvement implemented) and reduction in the number and rate of fatal and serious injury incidents. The Consultant shall provide a methodology to measure progress over time after the Comprehensive Safety Action Plan is developed, including outcome data, to ensure ongoing transparency is established with the public and other stakeholders.

The methodology shall include a recommended update schedule for the Comprehensive Safety Action Plan and maintenance schedule for all public-facing components. Measure progress shall be web-based and built on a platform that is web-based and subject to the County's approval. County staff will assume responsibility for continuous updates of this website after completion of the Comprehensive Safety Action Plan.

Task 11 Deliverables:

A. Task 11.1 - Develop monitoring and reporting template

1. This task involves developing a scorecard or performance tracking system to monitor and report the progress of the project in achieving its safety goals and objectives.

B. Task 11.2 - Update website with dashboard

1. A project micro-website shall be developed by the Consultant and used throughout the study process to ensure accessibility, transparency, and documentation of the Comprehensive Safety Action Plan planning process for public information.

Note: The timeline and sequence of activities may vary depending on the Scope of Work and the specific needs of the project. This scope of Tasks is intended as a guide to help with planning and organization. The services to be performed by the awarded Consultants are outlined by Task in a general chronological order; however, many of the Tasks are interrelated and shall be conducted concurrently.

Executive Orders may change some of the project requirements. The Executive Orders that may impact federal funds include, but are not limited to Protecting the American People Against Invasion (Jan. 20, 2025), Reevaluating and Realigning United States Foreign Aid (Jan. 20, 2025), Putting America First in International Environmental Agreements (Jan. 20, 2025), Unleashing American Energy (Jan. 20, 2025), Ending Radical and Wasteful Government DEI Programs and Preferencing (Jan. 20, 2025), Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government (Jan. 20, 2025), and Enforcing the Hyde Amendment (Jan. 24, 2025).

3.6. [Requirements](#)

Consultants must meet the following requirements:

- A. Experience completing Comprehensive Safety Action Plans for the municipal, county, or other similar governmental agencies in the State of Florida;
- B. Experience working within the guidelines of the U.S. Department of Transportation's Safe Streets for All Program;
- C. Demonstrated experience working in a collaborative team environment with the project owner and other stakeholders during the study process;
- D. Experience with public input process;
- E. Consultant shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports and documents as required by the County;

3.7. [Term](#)

The awarded Consultant shall have the final report no later than September 30, 2025.

3.8. [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.

3.9. [Performance Evaluation](#)

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

3.10. Cancellation of Contract

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

3.11. Additional Services

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

3.12. 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 FEE SCHEDULE AND PROJECT TIMELINE

June 12, 2025

VIA EMAIL

Ms. Jessica Loos
Senior Purchasing Officer
Clay County Board of County Commissioners
Email to: jessica.loos@claycountygov.com

RE: Clay County SS4A Comprehensive Safety Action Plan Fee Schedule and Project Timeline

Dear Ms. Loos:

Foresite Group, Inc. ("Foresite Group") is pleased to submit to you a fee schedule and project timeline for the development of the Comprehensive Safety Action Plan for Clay County. We acknowledge that the county no longer requires a plan completed by September 30th of this year and has extended the timeline for completion to March 31, 2026. As such, we are proposing a six-month schedule that will allow for completion of the plan by the end of January 2026 that will allow for the Board of Commissioners to act on the plan in February of 2026. The project timeline below assumes a notice to proceed date of July 15, 2025.

Date	Milestone	Agenda & Notes	Deliverable(s)
7/27 - 9/28	Initial Data Collection		
7/24/2025	Project Team Meeting: Project Management Plan		Project Management Plan
8/19/2025	Stakeholder Committee: Intro & Goals	Plan Purpose & Process, Stakeholder Committee Roles & Public Engagement & Initial Data Review of Dashboard	
7/21 - 9/4	Survey 1	Explain Vision Zero Goals, Identify physical locations of concern (location map), Identify general safety concerns (sidewalks, ADA, etc.)	
8/28/2025	Project Team Meeting 2	Feedback from Stakeholder Committee Meeting 1, proposed survey 1 & distribution	Public Engagement Plan
9/16/2025	Stakeholder Committee: Data & Emphasis Areas	What We Know Part 1: Draft High Injury Network & Safety Emphasis Areas	
9/25/2025	Project Team Meeting 3	Feedback from project to date, draft public meeting 1 run-of- show, and proposed agenda for Stakeholder Committee Meeting 3	Tech Memo: Safety Data Collection, Analysis, and VRU

10/14/2025	Stakeholder Committee: Policies, Processes, & Programs	What We Know Part 2: Summary of Public Meeting & Survey Input, Review of Policies, Programs, and Processes	
10/14 - 10/15	<i>Public Meeting 1:</i> Introduction, Goals, & Emphasis Areas	Purpose, Draft High Injury Network & Safety Emphasis Areas, Public Input	
10/23/2025	Project Team Meeting 4	Feedback from project to date, proposed survey 2 and proposed agenda for Stakeholder Committee Meeting 4	Tech Memo: Policies, Processes, and Programs
11/18/2025	Stakeholder Committee: Countermeasures & Tracking	Putting the Pieces Together Part 1: Recommendations for Projects (Countermeasures), Policies, Programs, and Ongoing Tracking	Tech Memo: Countermeasure Selection Process
11/2 -1/13	Survey 2	Support for types of projects (i.e. countermeasures), and public education campaigns	
12/18 - 12/19	<i>Public Meeting 2:</i> Recommendations	Recommended Projects, Policy changes, Programs, and Tracking Progress	
12/30/2025	Project Team Meeting 5	Feedback from project to date, proposed agenda for Stakeholder Committee Meeting 5 and Adoption	Tech Memo: Stakeholder Committee and Public Survey Results
1/13/2026	Stakeholder Committee: Putting the Pieces Together	Putting the Pieces Together Part 2: Summary of Public Input, High Injury Network projects (short, medium, and long term), Program recommendations, Recommendations to Track Progress After Study Conclusion	Tech Memo: Implementation Matrix and Ongoing Progress Tracking
2/10/2026	County Adoption Commission	Executive Summary by Commission District 1x1 meetings	Executive Summary & Final Report Dashboard and Data Exchange

Fee Schedule

Foresite Group offers a fee of \$360,755. This would be a lump sum fee for the development of the Comprehensive Safety Action Plan for Clay County. Foresite Group would bill the county monthly in six increments of the proposed fee. We have provided, in addition to the fee structure, a breakdown of hours and estimated cost per task for completion of the plan in the table below.

Fee Proposal - Clay County SS4A Comprehensive Safety Action Plan											
	Erik Steavens Project Manager	Doug Stoner Public Engagement	Conroy Jacobs Planning and Prioritization	Stevie Berryman Traffic Engineer	Robin Cailloux Policy and Demographics	Pamela Richmond Planning and Outreach	Alan Neal, PE - Countermeasure Review	Allie Chezim Safety Analysis	Brett Basquin QA/QC	Sai Palepu Project Intern Data Analytics	
	\$240	\$175	\$190	\$190	\$190	\$180	\$160	\$130	\$210	\$80	
Task											Task Cost
PROJECT MANAGEMENT	60	24	16	0	24	0	0	24	0	0	\$29,320
AGENCY INVOLVEMENT	60	60	8	0	20	0	0	8	0	0	\$31,260
LEADERSHIP COMMITMENT	12	8	24	16	24	0	0	0	0	0	\$16,440
PUBLIC INVOLVEMENT	60	75	45	4	55	40	0	60	0	0	\$62,285
SAFETY ANALYSIS	60	12	0	40	40	8	0	40		55	\$42,740
DEMOGRAPHIC CONSIDERATIONS	12	12	0	40	60	18	0	16	4	0	\$30,140
POLICY AND PROCESS CHANGES	24	12	0	0	55	0	0	40		0	\$23,510
KEY PROJECT DEVELOPMENT	24	24	50	40	40	0	40	40	8	0	\$47,940
PROGRESS, EVALUATION, AND TRANSPARENCY	16	16	16	0	40	0	0	90	4	0	\$29,820
SUBMISSION OF WORK	16	12	16	0	40	8	4	60	4	0	\$27,300
Indirect Costs - Data, Travel, Materials, Etc.											\$ 20,000
	344	255	175	140	398	74	44	378	20	55	
Summary Total											
Total Hours	1724										
Total Budget	\$360,755										

We appreciate the opportunity to work with the county on developing its Comprehensive Safety Action Plan. If there is any additional information you need for the contracting process, please do not hesitate to contact our project manager, Erik Steavens at (404) 401-3056 or by email at esteavens@fg-inc.net.

Sincerely,
 FORESITE GROUP, INC.


 Bill Sloan
 Vice President of Operations

**ATTACHMENT C
CERTIFICATION
REGARDING
DEBARMENT,
SUSPENSION,
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:

Foresite Group, LLC dba

Foresite Consulting Group of Florida, LLC

(Seal)



By: 

Erik Johnston

Its President

Date: 2/11/25

ATTACHMENT D CERTIFICATION REGARDING LOBBYING

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned (Firm) certifies, to the best of his or her knowledge that:

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 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 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 of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, United States 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.

Legal Name of Respondent: Foresite Group, LLC dba Foresite Consulting Group of Florida, LLC

Authorized Representative(s): 

Signature Print Name/Title: Erik Johnston, President

ATTACHMENT E CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST DISCLOSURE FORM

#04-24/25

Project (RFQ, RFP, BID) Number/Description: PLANNING SERVICES FOR CITY OF SUMTER
SAFE STREETS AND ROADS FOR ALL (SS4A)
SAFETY ACTION PLAN

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of Clay County (“County”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County.

Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant’s/contractor’s professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light.

Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts. It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Foresite Group, LLC dba Foresite Consulting Group of Florida, LLC

Authorized Representative(s):



Signature Print Name/Title: Erik Johnston, President

Date: 2/11/25

ATTACHMENT F
2 CFR PART 200
APPENDIX II

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

* Appendix II located in Code of Federal Regulations (CFR) Title 2 - Grants and Agreements Subtitle A - Office of Management and Budget Guidance for Grants and Agreements CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F - Audit Requirements Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

**ATTACHMENT G
FEDERALLY FUNDED
GRANT AGREEMENT
COMPLIANCE REQUIRED
CONTRACT CLAUSES**

**FEDERALLY-FUNDED GRANT AGREEMENT
COMPLIANCE REQUIRED CONTRACT CLAUSES**

1. Equal Employment Opportunity.

- a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- b. If this contract is in excess of \$10,000 and meets the definition of a “federally assisted construction contract” as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor’s performance under this contract:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response

to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, “federally assisted construction contract” means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, “construction work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Compliance with the Davis-Bacon Act

- a. Contractor. The awarded Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

3. Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the

same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

- a. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Compliance with Clean Air Act.

- a. The contractor 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.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Hazard Mitigation Grant Program funds.

7. Compliance with Federal Water Pollution Control Act.

- a. The contractor 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.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Hazard Mitigation Grant Program funds.

8. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, 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 contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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 Form to Report Lobbying," 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

10. Procurement of Recovered Materials.

- a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

11. Access to Records.

- a. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
- b. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12. DHS Seal, Logo, and Flags.

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Hazard Mitigation Grant Program funds. The contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives, including, but not limited to:

- a. The Robert T. Stafford Disaster Relief and Emergency Management Act;
- b. 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- c. State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- d. Hazard Mitigation Assistance Guidance – February 27, 2015 Update; and

- e. All applicable laws and regulations delineated in Attachment of the Federally-Funded Subaward and Grant Agreement between Clay County and the Florida Division of Emergency Management (Agreement No. H0227)

14. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non- Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Legal Name of Respondent: Foresite Group, LLC dba Foresite Consulting Group of Florida, LLC

Authorized Representative(s): 

Signature Print Name/Title: Erik Johnston, President

Date: 2/11/25

ATTACHMENT H APPENDICES A AND E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements,

consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2023SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2023 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient 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 Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. 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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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 may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant 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,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. 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 Recipient or subrecipient 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 Recipient or subrecipient 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 System for Award Management website (<https://www.sam.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 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 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “**SAM**”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4. **Prohibition.** If:

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County
Commissioners

DATE: 6/24/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

The Plaintiff in this case, Makayla Walsh-Brown, was involved in an automobile accident on September 2, 2022, which also involved a County vehicle driven by a County employee. Ms. Walsh-Brown alleges that she sustained injuries and that "...the injuries are permanent and continuing in nature and Plaintiff will continue to suffer the losses and impairments in the future."

A Mediation Conference has been set in the case for August 5, 2025, and legal counsel for Clay County (assigned by the County's insurance carrier) is requesting a private meeting to be scheduled for the Board's July 22, 2025, meeting in order to obtain the Board's advice in the matter. Counsel's request letter is attached as backup to this item.

Staff requests approval to set the private meeting on the Board's July 22, 2025, agenda at 6:30 p.m.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Request Letter for Private Meeting	Backup Material	7/1/2025	Letter_to_Client_- Shade_Meeting_- Walsh(5306431.1).ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	7/2/2025 - 5:05 PM	Item Pushed to Agenda

Austin C. Sherman
(904) 518-4458
asherman@carrallison.com
Neal C. Mars
(904) 539-5926
nmars@carrallison.com

June 24, 2025

Via Electronic Mail – Courtney.grimm@claycountygov.com

Via Regular Mail

Courtney Grimm, Esq.
County Attorney
Clay County Board of County Commissioners
PO Box 1366
Green Cove Springs, FL 32043

RE: Makayla Walsh v. Clay County Board of County Commissioners
Case No.: 10-2023-CA-635
DOL: 09/02/2022
Claim No.: 397561
Our File No.: 4898-121

Dear Ms. Grimm;

As outside counsel for the County in the above-referenced litigation, and pursuant to Section 286.011(8) Florida Statutes, we request a private meeting with the Board of County Commissioners. The purpose of this meeting will be to obtain the advice of the Board regarding this litigation and, specifically, to discuss settlement negotiations and strategy related to litigation expenditures. If the County is agreeable to the meeting, I will conduct the meeting and my associate, Neal Mars, will also be in attendance.

Sincerely,

CARR ALLISON



Austin C. Sherman, Esq.

ACS/NCM
CC: Chair, Clay County Board of County Commissioners



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County
Commissioners

DATE: 6/24/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Letter Delegating Authority	Backup Material	7/1/2025	Letter_delegating_authority-FINAL.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	7/2/2025 - 5:05 PM	Item Pushed to Agenda



**Board of County
Commissioners**

P.O. Box 1366
477 Houston Street
Green Cove Springs, FL
32043

Area Code: 904
Phone: 284-6352
269-6352
Fax: 278-4731

County Manager
Howard Wanamaker

Commissioners:
John Sgromolo
District 1

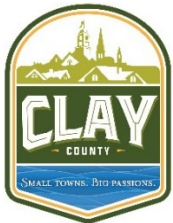
Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

Switchboard:
GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300
www.claycountygov.com



July 8, 2025

Florida Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

**RE: Delegation of Authority
Request for Verification of an Exemption from ERP
Knight's Marina Improvements Project
Clay County**

To Whom It May Concern:

The undersigned, as Chairman of the Clay County Board of County Commissioners, and pursuant to the Board's approval at its July 8, 2025, meeting, hereby delegates authority to the County Engineer, Richard Smith, to execute and submit the Request for Verification of an Exemption from Environmental Resource Permit related to the Knight's Marina Improvements Project, attached hereto. This delegation includes authority to execute any and all related documents on behalf of Clay County, including but not limited to any supplemental requests or applications, and any other necessary documentation associated with the Project.

Sincerely,

Betsy Condon, Chairman
Clay County Board of County Commissioners

BC/
Attachment

ATTEST:

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

Request for Verification of an Exemption

Instructions: This form is used to request verification whether an activity qualifies for an exemption from the Environmental Resource Permit (ERP) requirements of Sections 373.406 or 403.813(1) of the Florida Statutes (F.S.) and Rule 62-330.051 of the Florida Administrative Code (F.A.C.); and from the State 404 Program requirements of Rule 62-331, F.A.C. Alternatively, you can use the on-line self-certification site of the applicable Agency for activities that qualify for a self-certification (see below).

Notice is **not required** to conduct most exempt activities. However, verification of such qualification is helpful for the following reasons:

- Certain projects in retained waters may qualify for the State Programmatic General Permit (SPGP). If the project qualifies for and receives SPGP authorization, you do not need to apply separately to the Corps; and
- To provide assurance to persons who are unsure whether the requested work qualifies for an exemption. If it does not, the information provided will expedite the process of applying for the applicable ERP and/or State 404 Program permit.

Prior notice to the Agency **is required** before conducting one or more of the following:

- Activities having minimal impact under Section 373.406(6), F.S., often referred to as a "*de minimis*" exemption.
- Maintenance dredging under Section 403.813(1)(f), F.S., and paragraph 62-330.050(7)(a), F.A.C., when the dredging is within previously dredged portions of natural water bodies within drainage rights-of-way or drainage easements which have been recorded in the public records of the county.
- The repair, stabilization, or paving of existing county-maintained roads and the repair or replacement of bridges that are part of the roadway under Section 403.813(1)(t), F.S., and paragraph 62-330.050(4)(e), F.A.C.
- Removal by an individual, residential property owner of organic detrital material from freshwater rivers or lakes that have a natural sand or rocky substrate and that are not located in an Aquatic Preserve under Section 403.813(1)(u), F.S., and paragraph 62-330.050(3)(b), F.A.C.
- Maintenance dredging at seaports under Section 403.813(3), F.S., and paragraph 62-330.050(7)(g), F.A.C.
- Minor silvicultural surface water management systems under Rule 62-330.0511, F.A.C. (Note—do not use THIS form for that notice; instead use the procedures in Rule 62-330.0511, F.A.C.)
- Dry borrow pits of less than five acres located entirely in uplands in accordance with subsection 62-330.051(16), F.A.C.

Exempt activities on state-owned submerged lands (SSL), other than those excepted in paragraph 18-21.0051(1)(a), F.A.C., must also be authorized by the Board of Trustees of the Internal Improvement Trust Fund (BOT). Authorization to use SSL is not linked with regulatory exemptions; therefore, it is possible to qualify for a regulatory exemption, yet not be authorized to conduct the activity until the separate SSL authorization is granted. If an activity may be located in, on, or over SSL, we recommend completing Section F of the Environmental Resource Permit Application form.

Requests to "self-certify" a private, single-family dock or a boat lift associated with such a dock must be submitted to the Department's Internet site at: <http://www.fldeportal.com/go/> and CANNOT be made using this form. However, requests to verify construction of a dock or boat lift that does not qualify for self-certification may be made using this form.

Any submittal requesting verification of an exemption must also include:

- Location map(s) of sufficient detail to allow someone who is unfamiliar with the site to travel to and locate the specific site of the activity.
- One set of plans and drawings, calculations, environmental information, and other supporting documents that clearly and legibly depict and describe the proposed activities in sufficient detail to demonstrate that the work qualifies for the exemption.
- The required fee.



We recommend contacting your local Corps district office if your project is not within state-assumed waters regulated under Chapter 62-331, F.A.C., does not qualify for the State Programmatic General Permit (SPGP), and you are not sure whether the project requires separate Corps authorization. If Corps authorization is required, you will need to submit the appropriate federal application form separately to the Corps. Corps contact information may be found online in the Jacksonville District Regulatory Division website.

Please identify the exemption(s) you are requesting to use:

- ☒ Subsection/Paragraph 62-330. 051 (5(d))(12(b)), F.A.C.
☐ Section 373.406(6), F.S. (known as the "de minimis" exemption — see section 3.2.7(c) of Applicant's Handbook Volume I for additional information)
☐ Section 373.406(), F.S.
☐ Section 373.4145(6)(), F.S. (for certain "grandfathered" activities in the Panhandle of Florida)
☐ Section 403.813(1)(), F.S. (generally, "dredge and fill" exemptions)
☐ 40 CFR § 232.3(c)() (State 404 Program exemptions incorporated in 62-331.020, F.A.C.)
☐ I do not know the exemption number

Please provide numbers for additional or other exemptions if you are requesting to use more than one in one of the above list categories:

Part 1: General Information

A. Contact

Last Name: **Smith** First Name: **Richard** Middle:

Title: Company: **Clay County Board of Commissioners**

Address: **Clay County BCC P.O. Box 1366**

City: **Green Cove Springs** State: **FL** Zip: **32043**

Home Telephone: Work Telephone:

Cell Phone:

E-mail Address: **Richard.Smith@claycountygov.com**

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

B. Land Owner(s) (if different or in addition to contact identified above)

Last Name: First Name: Middle:

Title: Company:

Address:

City: State: Zip:

Home Telephone: Work Telephone:

Cell Phone:

E-mail Address:

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

C. Consultant/Agent (if different or in addition to contact identified above)

Last Name: **Pacelko**

First Name: **Alex**

Middle:

Title: **Associate Scientist**

Company: **Cummins Cederberg, Inc**

Address: **111 2nd Ave NE, Suite 1100**

City: **Saint Petersburg** State: **FL**

Zip: **33701**

Home Telephone:

Work Telephone: **954-621-6367**

Cell Phone:

E-mail Address: apacelko@cumminscederberg.com

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

D. Location of Proposed Activities

Tax Parcel Identification Number: **29-04-26-013165-001-00**

Address: **1472 River Lane**

City: **Green Cove Springs**

County: **Clay**

Zip: **32043**

Latitude (DMS) **30° 2' 24"**

Longitude (DMS) **81° 42' 28"**

E. Name of Project (if there is one): Knight's Marina Improvements Project

F. Date Activity is Proposed:

To Commence: **TBD**

To be Completed: **TBD**

G. Proposed Activities (be specific; use additional sheets as necessary)

Describe in general terms the proposed project, system, or activity (including materials to be used and construction methods), and means of accessing the property (for construction, maintenance, and inspections, including any need for an access easement):

- **Remove and replace 13 timber dock pilings.**
- **Remove and replace 592 linear feet (LF) of the handrail system.**
- **Remove and replace decking.**
- **Remove and replace cap beams and stringers.**
- **Remove and replace 154 LF of marginal upland walkway.**
- **Replace 181.9 LF of seawall within 18 inches.**
- **Clean and recoat waler hardware.**
- **Remove and replace various minor dock components.**

H. Is any work proposed in wetlands or other surface waters? ☒ Yes ☐ No. If yes, please specifically describe, with specific references as to how the limits of the proposed work will comply with the terms and conditions of the above exemption: **The Project meets the above exemptions because the proposed dock and pile replacement/repairs will occur within the same footprint as previously authorized, and the seawall repair/replacement will occur within 18" of the existing wall.**

I. Please provide a description of all sediment and erosion controls to be used during the completion of this activity (such as use of turbidity screens and silt fences): **Prior to the initiation of any work, floating turbidity curtains with weighted skirts that extend to within 1 foot of the bottom will be placed around the project site, and will be maintained and remain in place for the duration of construction, to ensure that turbid discharges do not occur outside the boundaries of the**

floating turbidity screens. Best Management Practices will be utilized throughout construction. Additionally, The Smalltooth Sawfish and Sea Turtle Construction Conditions and the Standard Manatee Conditions for In-Water Work will be observed.

Part 2: Acknowledgement

I understand this form is being provided solely to seek verification of qualification to use one or more Environmental Resource Permit (ERP) and/or State 404 Program exemption(s), and that I am NOT requesting the Agency to process this form as an application for a permit.

☐ **By checking this box**, I hereby waive, in accordance with Rule 62-330.050(10), F.A.C., the 30-day deadline for issuance of the verification set forth in Rule 62-330.050(4), F.A.C. in the event my project also requires a State 404 Program authorization (other than an exemption) under Chapter 62-331, F.A.C., and request that the agency actions for the ERP exemption and State 404 Program authorization be issued at the same time. *(This is strongly recommended to ensure consistency, and to reduce the potential need for project modifications to resolve inconsistencies that may occur when the agency actions are issued at different times).* If this box is checked and the Agency determines that no State 404 Program authorization is required, the Agency(ies) will continue to abide by subsection 62-330.050(4), F.A.C.

I understand that the Agency will make a reasonable effort to determine, within 30 days of receipt of this form, whether the proposed activities qualify for an exemption, unless this timeframe has been waived, above. If they do not, the Agency will provide its determination that the requested activity does not meet the terms and conditions of an ERP or State 404 Program exemption, at which time I may provide a new form with additional or modified information, or I may submit an application for an ERP and/or State 404 Program permit. In either case, denial of qualification to use an exemption will be made without prejudice, pending submittal of clarification of any errors or omissions contained in this form or other information that demonstrates compliance with the terms and conditions of the exemption.

→ Typed/Printed Name: **Richard Smith**

Signature: 

Date:

4/21/25

Certification of Sufficient Real Property Interest and Authorization for Staff to Access to the Property:

I certify that:

I, or the person I represent, hereby certify that I, or that person, possess sufficient real property interest in or control, as defined in **Section 4.2.3(d) of Applicant's Handbook Volume I**, over the land upon which the activities described in this form are proposed, and that I have, or that landowner has given me, legal authority to grant permission for staff of the Agency to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed activities specified in this form. If such sufficient real property interest is based on an entity having *the power of eminent domain and condemnation authority*, I/we shall make appropriate arrangements to enable staff of the Agency to access, inspect, and sample the property as described above.

→ Typed/Printed Name: **Richard Smith**

Signature: 

Date:

4/21/25

(Corporate Title if applicable):

Part 3: Submittal and Fees

This form and the appropriate fee should be submitted to the agency having regulatory authority for the activity. Operating Agreements between the Department and the water management districts spell out which agency will process any given application. For more information go to <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/submitting-erp>.

This form may be submitted online; to do so, follow the online submittal requirements of the agency:

- **Florida Department of Environmental Protection:**
<http://www.fldeportal.com/go/>

- **Northwest Florida Water Management District:**
<https://permitting.sjrwmd.com/nwepermitting/jsp/start.jsp>
- **Suwannee River Water Management District:**
<https://permitting.sjrwmd.com/srepermitting/jsp/start.jsp>
- **St. Johns River Water Management District:**
<https://permitting.sjrwmd.com/epermitting/jsp/AccountOverview.do?command=init>
- **Southwest Florida Water Management District:**
<http://www.swfwmd.state.fl.us/permits/epermitting/>
- **South Florida Water Management District:**
<http://my.sfwmd.gov/ePermitting/MainPage.do>

If submitting a paper version of this form, please see (Appendix A) of the Environmental Resource Permit Applicant's Handbook Volume I for submittal locations.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Richard Smith, Director of
Engineering

SUBJECT: The Staff has reviewed and recommends that the Board accept and approve the final re-plat of Clance Bay for recording.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The applicant is requesting that the Board accept the final re-plat of Clance Bay for recording. The plat consists of creating 2 lots located off of Clance Road in Keystone Heights.

Is Funding Required (Yes/No):

No

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

No

Not Applicable

Sole Source (Yes/No):

No

Advanced Payment
(Yes/No):

No

Planning Requirements:

Public Hearing Required (Yes/No):

No

Hearing Type:

Initiated By:

Donald Clance and Angela Clance, Applicant

ATTACHMENTS:

Description	Type	Upload Date	File Name
Final Re-Plat Clance Bay	Backup Material	6/17/2025	Clance_Bay_Final_Plat.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	7/2/2025 - 5:01 PM	Item Pushed to Agenda

OWNER:
Donald R. Clance, Jr. and
Angela D. Clance
#6355 Clance Road
Keystone Heights, FL 32656

SURVEYOR:
Keystone Surveying & Mapping, Inc.
#305 SE Sylvan Way
Keystone Heights, FL 32656
(352)473-9495

Current Zoning
Current Land Use
Total Area
Number of Lots
AR
RF
9.3 Ac.
2

CLANCE BAY

LANDS IN SECTION 16, TOWNSHIP 8 SOUTH, RANGE 23 EAST, CLAY COUNTY, FLORIDA
A REPLAT OF A PART OF LOTS 64 AND 69 OF "LAWRENCE DEVELOPING COMPANY'S
SUBDIVISION" PLAT BOOK 2, PAGES 18 - 19 OF
CLAY COUNTY, FLORIDA

PLAT BOOK	PAGE
SHEET 1	OF 2

CAPTION:

The East 1/2 of Farm Lot 64 of the "LAWRENCE DEVELOPING COMPANYS
SUBDIVISION" as per plat thereof recorded in Plat Book 2, Pages 18 and 19 of the
Public Records of Clay County, Florida.

ALSO: O.R.B. 1595, Page 0245

PARCEL "C" (4.532 acres more or less)

A parcel of land in Farm Lots 64 and 69 of the LAWRENCE DEVELOPING
COMPANYS SUBDIVISION as per plat thereof recorded in Plat Book 2, Pages 18-19
of the Public Records of Clay County, Florida; said parcel being more particularly
described as follows:

Begin at a concrete monument at the Southeast corner of said Farm Lot 69
and run N 89 deg 36 min 14 sec W, along the south line thereof a distance of
319.55 feet to an Iron Rod; thence run N 00 deg 08 min 38 sec E, 612.24 feet to
a concrete monument; thence run S 89 deg 58 min 50 sec E, 323.30 feet to a
concrete monument at the Northeast corner of said Farm Lot 69; thence run S 00
deg 24 min 19 sec W, along the East line thereof a distance of 614.36 feet to the
Point of Beginning.

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES APPROVAL

Approved this ____ day of _____, 2025.

Director

BOARD OF COUNTY COMMISSIONERS APPROVAL

Examined and Approved this ____ day of _____, 2025, by the Board of County
Commissioners of Clay County, Florida.

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

Chairman of the Board

COUNTY ENGINEER APPROVAL

Approved this ____ day of _____, 2025.

County Engineer

CLERK'S CERTIFICATE

I hereby certify that this plat was filed for record on this ____ day of _____, 2025.
in Plat Book ____ Pages ____ and ____.

Clay County Clerk of Court

SURVEYORS CERTIFICATE

Know all by these presents that Roger L. Mullins currently licensed and registered by the State
of Florida, as a Professional Land Surveyor does hereby certify that this plat is a true and correct
representation of the lands surveyed, platted and described and was made under the undersigned's
responsible direction and supervision, and that the plat complies with all of the survey requirements
of Part 1, Chapter 177 Florida Statutes.

Signed and sealed this ____ day of _____, 2025.

Roger L. Mullins LS #5554

ADOPTION AND DEDICATION

This is to certify that Donald R. Clance and Angela Danielle Clance are the lawful owners of the lands
as described in the caption hereon and that same has caused these lands to be surveyed and subdivided
and that this plat, made in accordance with said survey is hereby adopted as the true and correct plat
of said "CLANCE BAY" and that no part of this plat is dedicated to Clay County, Florida.

In witness whereof _____ has signed these presents this ____ day of
_____, 2025.

Witness

Print

Owner:

Witness

Print

Witness

Print

Owner:

Witness

Print

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of () physical presence or ()
online notarization, this ____ day of _____, 2025, by
who () personally known to me or () who has produced _____ as identification.

Notary Public State of Florida

My Commission Expires

Printed Name

Commission Number

MORTGAGEE'S JOINDER

Capital City Bank, a Florida corporation as owner and holder of that Mortgage recorded in Official
Records Book 4661, Page 831 of the Public Records of Clay County, Florida, hereby consents to this
plat and joins in it's dedication.

Witness

Print

Capital City Bank-- Penny Pearson

Witness

Print

STATE OF FLORIDA, COUNTY OF CLAY (For Mortgagee's Joinder)

The foregoing instrument was acknowledged before me by means of () physical presence
or () online notarization, this ____ day of _____, 2025, by Penny Pearson as Assist.
Vice President of Capital City Bank, a Florida Corporation, on behalf of the corporation. She is
() personally known to me or who () produced _____ as
identification.

Notary Public State of Florida

My Commission Expires

Printed Name

Commission Number

SURVEYORS CERTIFICATE OF REVIEW

The undersigned Surveyor hereby certifies that he has reviewed this plat on behalf of Clay County,
in accordance with the requirements of Chapter 177.081 (1) Florida Statutes and has determined
that said plat conforms with the requirements of Chapter 177, Florida Statutes.

The undersigned did not prepare this plat. This certificate is made
on the ____ day of _____, 2025.

Mark E. Hardenbrook
PLS #5500
1656 NE 161st St.
Starke, FL 32091

KEYSTONE SURVEYING & MAPPING, Inc.
(352)473-9495 Cell(352)478-1803
keystonesurveying@outlook.com
305 Sylvan Way
Keystone Heights, Florida 32656
R1424

OWNER:
Donald R. Clance, Jr. and
Angela D. Clance
#6355 Clance Road
Keystone Heights, FL 32656

SURVEYOR:
Keystone Surveying & Mapping, Inc.
#305 SE Sylvan Way
Keystone Heights, FL 32656
(352)473-9495

GENERAL NOTES:

1. Permanent Reference Monument PRM
2. Bearings shown hereon are based on the North R/W
line of Clance Road being N 89°35'04" W,
State Plane FL-E Assumed.
3. Lands hereon lie in FEMA Flood Zone "X" as per
Community Panel No. 120064-0345-E

Current Zoning AR
Current Land Use RF
Total Area 9.3 Ac.
Number of Lots 2

CLANCE BAY

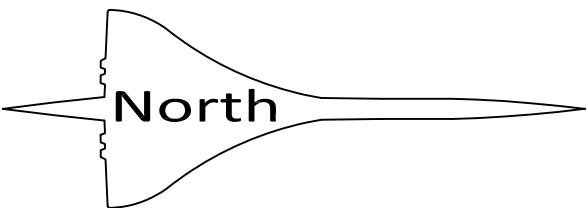
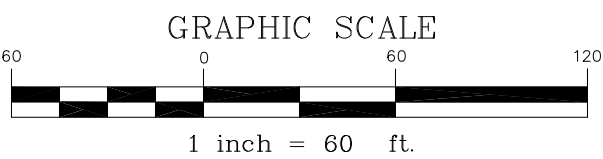
LANDS IN SECTION 16, TOWNSHIP 8 SOUTH, RANGE 23 EAST, CLAY COUNTY, FLORIDA
A REPLAT OF A PART OF LOTS 64 AND 69 OF "LAWRENCE DEVELOPING COMPANY'S
SUBDIVISION" PLAT BOOK 2, PAGES 18 - 19 OF
CLAY COUNTY, FLORIDA

PLAT BOOK	PAGE
SHEET 2	OF 2



DENOTES:

Denotes Permanent Reference Monument PRM
Denotes Concrete Monument
Denotes Iron Rod (set)
Electric Service Provided by "Clay Electric Cooperative".
Water and Sewer provided by Individual Wells and Septic Tanks.



BUILDING SETBACK LINE:
Front Setback 30 feet
Rear Setback 35 feet
Side Setback 20 feet

KEYSTONE SURVEYING & MAPPING, Inc.
(352)473-9495 Cell(352)478-1803
keystonesurveying@outlook.com
305 Sylvan Way
Keystone Heights, Florida 32656
G1224



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County
Commissioners

DATE: 6/25/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Resolution-Amended Budget Policy	Resolution Letter	7/1/2025	Resolution_Clay_County_Budget_Policy_7.8.25-FINAL.ADA.pdf
▢ Budget Policy Amendment-REDLINE	Backup Material	7/1/2025	Budget_Policy_6.18.25_Rev._6.24.25-redline.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	7/2/2025 - 5:05 PM	Item Pushed to Agenda

RESOLUTION NO. 2024/2025 - _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
CLAY COUNTY, FLORIDA, AMENDING THE COUNTY'S BUDGET
POLICY ORIGINALLY ADOPTED BY RESOLUTION 2021/2022-19
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in accordance with Florida Statutes, the County shall prepare, approve, adopt and execute annually a budget; and,

WHEREAS, to facilitate the County's preparation and execution of its budget, the County adopted by Resolution 2021/2022 – 19, a budget policy to outline its budget process; and,

WHEREAS, the Board of County Commissioners desires to revise the budget policy to provide for the budgeting for insurance liability based on the current year actuarial average member cost instead of with the highest cost to the County possible.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1. The Board hereby amends the Budget Policy and adopts the amended Budget Policy as attached hereto as Exhibit A. All budget activity of the County shall be governed by, and be consistent with, the amended Budget Policy, which supersedes any and all prior policies of the Board related to budget activity.

Section 2. This Resolution shall take effect upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 8th day of July, 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

Exhibit A

Clay County

Board of County Commissioners'

Budget Policy

ADOPTED: December 14, 2021

EFFECTIVE: December 14, 2021

(Resolution 2021/2022-19)

REVISED: July 8, 2025

EFFECTIVE: July 8, 2025

(Resolution 2024/2025 - ____)

Budget Preparation & Methodology

In accordance with Chapters 125, 129, 200 and 218 of Florida Statutes and the Florida Department of Revenue's Truth in Millage (TRIM) guidelines, a budget shall be prepared, approved, adopted and executed annually by the County. The budget controls the levy of taxes and expenditures of such funds generated from these taxes for all County purposes.

Florida Statutes § 129.01(2)(b) states that the budget shall be balanced; that is, the total of the estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves. It shall conform to the uniform classification of accounts prescribed by the appropriate state agency. The budgeted receipts for each fund shall include 95 % of all receipts reasonably to be anticipated from all sources, including taxes to be levied and 100 % of the amount of the balances of both cash and liquid securities estimated to be brought forward at the beginning of the fiscal year.

Florida Statutes § 129.01(2)(c)(1) recognizes but restricts reserves for contingencies to a maximum of 10% of the total fund budget. A reserve for contingencies is a budgeted amount that has been set aside to be appropriated as necessary to meet unexpected needs. If funds further exist, a second reserve for cash flow is based on an amount up to or equal to 20% of the fund's appropriations, which carries the cash needs for expenditures until the new year's major revenues are receipted. Another reserve is utilized for the purpose of covering future capital outlay needs. Reserves over the 10% contingency and the 20% cash flow reserve, that are not reserved for future capital outlay needs, will be appropriated within the assigned fund. To the extent that unexpected needs do not arise, then the unexpended fund reserve would become part of the fund balance for the next fiscal year.

Budgets for salaries and benefits are based on 100% estimated salaries at the beginning of the fiscal year for all current positions, including any scheduled annual increases, anticipated adjustments to the Florida Retirement System costs and any increases for insurances covered by the County. All full-time vacant positions are budgeted based on the current year actuarial average member cost for insurance liability. The Personnel Department cost center provides salary information.

The budget will clearly reflect both direct and indirect costs of programs. Wherever practical, indirect costs (Administrative Fees) will be recovered at rates determined in conjunction with a cost allocation plan or as mandated by State Statutes.

The County plans and budgets for any facilities and infrastructure necessary to support public programs determined to be necessary for the highest standard of services to provide to the County's citizens. The County purchases goods and services through a competitive bid process except when an alternative method of procurement is specifically authorized by law and is in the County's best interest.

Cash carry forward fund balance represents the excess (or "deficit") of total fund assets less total fund liabilities. This balance represents uncommitted cash or other liquid/cash convertible assets (cash and cash convertible assets less all fund liabilities or claims that are owed and must be paid by the County). These uncommitted or unspent funds generally can be included as available revenue in the next year's fund budget. A negative balance is sometimes referred to as a "deficit." As defined by the Governmental Accounting, Auditing and Financial Reporting of the Government Finance Officers Association (GFOA), fund balance is "the difference between assets and liabilities reported in a governmental fund."

Adequate cash carry forward fund balances are critical to County finances and budgeting. These balances are not only a source of County funds or total revenue, but also address County cash needs and can eliminate the need for costly short-term borrowing. They also provide a source of funds for unforeseen expenditures or shortfalls in County revenues. Finally, adequate balances help strengthen credit or bond ratings that may result in lower interest rates to the County and less restrictions on County debt issues.

A prudent cash carry forward fund balance amount for the General Fund is generally recognized to be between 5 to 15% of total fund revenue. In contrast, Special Revenue, Debt Service, and Capital Improvement Funds are all specific purpose funds. When that specific purpose is fulfilled, no fund balance needs to remain. Enterprise Funds require a prudent balance according to their “business-like” nature. For example, an important component of the balance for Enterprise Funds is the provision for future replacement of the Enterprise Fund’s capital assets.

Basis of Accounting

The accounts of the County are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operation of each fund is accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenue and expenditures. Governmental funds fall into four (4) major types: General Fund, Special Revenue Funds, Debt Service Funds and Capital Improvement Funds. All governmental funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis, revenues are recognized when they become both measurable and available as net current assets. Expenditures are recognized when the related liability is incurred. Two other fund types are Enterprise Funds and Internal Service Funds. These two (2) funds are accounted for using the accrual basis of accounting. Under the accrual method, revenues are recognized when they are earned and expenditures recognized when they are incurred.

All expenditures will be maintained by a detailed line item based upon a chart of accounts that provides for uniformity of reporting and is consistent with the Uniform Chart of Accounts established by the State of Florida and generally accepted accounting principles (GAAP).

The budget will be appropriated at the major account levels of personnel services, operating expenditures, capital outlay, grants-in-aid, debt service, and non-operating expenditures (transfers and reserves).

Basis of Budgeting

Annual budgets are adopted on a basis consistent with GAAP for all funds. Actual spending cannot legally exceed the budgeted amount. All annual appropriations lapse at fiscal year end. Outstanding encumbrances are viewed as reservations of fund balance and do not constitute expenditures or liabilities.

The County Manager encourages staff to seek expenditure reductions, whenever possible, through efficiencies, technology, productivity improvements, reorganization, outsourcing, or contracting of services, and through the reduction or elimination of programs and practices which will enable the County to be innovative with their funds.

During the budget process all budget requests are reviewed with detailed justification. The budget emphasizes the link between fiscal, planning and operations of the County. The budget includes the following for each County program:

- Description of program and revenue streams;
- Historical summary of the costs to maintain the program;
- Summary of the previous year’s accomplishments;
- Goals and objectives for the upcoming budget year; and
- Key objectives and quantifiable performance measurements or indicators.

Budget Control Procedures

The annual approved budget serves as the legal authorization for expenditures and the proposed means of financing them. The County's budget shall be balanced; that is, the total of the estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves (FS §129.01(2)(b)). The County's budget shall be adopted by the Board of County Commissioners (the Board) at a fund level. For management control purposes, the Office of Management and Budget (OMB) monitors revenues and appropriations at the line-item level within each cost center. County department directors are responsible for the daily management of their budgets and will submit requests for any required budget adjustments to OMB prior to any cost overruns that occur at the line-item level.

Florida Statutes § 129.06(2)(a) provides that the Board may establish procedures by which the designated Budget Officer may authorize certain budget amendments or transfers provided the total appropriation of the fund is not changed.

The County Manager, as the County's designated Budget Officer, at the recommendation of the County Budget Manager has the authority to approve all intra-cost center transfers (i.e., from one line item to another line item) as long as such transfer does not change the total approved budget amount for the fund.

The County Manager at the recommendation of the County Budget Manager has the authority to expend or transfer appropriations among cost centers within a fund, provided no transfers will be made between capital projects.

The County Manager at the recommendation of the County Budget Manager has the authority to transfer funds into reserves within a fund.

The County Manager at the recommendation of the County Budget Manager has the authority to transfer funds from reserves within a fund up to \$25,000.

Florida Statutes § 129.06(2) provides that the Board at any time within a fiscal year may amend a budget for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year under certain circumstances.

Appropriations from fund to fund must be approved by Board motion, recorded in minutes, provided that the total of the fund appropriations is not changed.

Appropriations from the reserve for contingencies may increase the appropriations for any particular expenditure in the same fund, or create an appropriation in that fund for any lawful purpose, if approved by Board motion and recorded in the minutes, with the exception that transfers from reserve for contingencies up to \$25,000 may be approved by the County Manager. However, in no circumstance, can expenditures be directly charged to the contingency reserve.

The reserve for future construction and improvements may only be appropriated by resolution of the Board for the purposes for which the reserve was made.

Receipt of unanticipated funds that are for a particular purpose, including but not limited to grants, donations, and gifts, must be approved by resolution of the Board to be appropriated and expended for such purpose. Such receipts and appropriations must be added to the budget of the proper fund. At the time of approval of any grants, donations, gifts or such that are to be expended for a particular purpose, the resolution should accompany the approval to mainstream the process on the usage and tracking of grant funds.

Increased receipts for enterprise or proprietary funds received for a particular purpose may, by resolution of the Board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. The resolution may amend the budget only to transfer revenue between funds to properly account for increased receipts.

Upon fiscal year's end, OMB will compare actual and budgeted revenue and expenditures for all operating funds. Any significant variances and recommended actions will be reported to the County Manager. All grant or non-grant related year end surpluses will be trued up and the current year budget will be amended utilizing contingency funds by resolution approved by the Board.

Any amendment to the budget not previously mentioned must be authorized by resolution or ordinance of the Board and adopted following a public hearing. The public hearing must be advertised at least two days, but not more than five days, before the date of the hearing. The advertisement must appear in a newspaper of paid general circulation and must identify the name of the taxing authority, the date, place and time of the hearing, and the purpose of the hearing. The advertisement must also identify each budgetary fund to be amended, the source of the funds, the use of the funds, and the total amount of each budget. OMB will review all requests for appropriation changes to ensure that all necessary documents have been adequately prepared including those necessary for submission to the Board.

Clay County

Board of County Commissioners'

Budget Policy

ADOPTED: December 14, 2021

EFFECTIVE: December 14, 2021

(Resolution 2021/2022- 19)

REVISED: July 8, 2025

EFFECTIVE: July 8, 2025

(Resolution 2024/2025 -)

Budget Preparation & Methodology

In accordance with Chapters 125, 129, 200 and 218 of Florida Statutes and the Florida Department of Revenue's Truth in Millage (TRIM) guidelines, a budget shall be prepared, approved, adopted and executed annually by the County. The budget controls the levy of taxes and expenditures of such funds generated from these taxes for all County purposes.

Florida Statutes § 129.01(2)(b) states that the budget shall be balanced; that is, the total of the estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves. It shall conform to the uniform classification of accounts prescribed by the appropriate state agency. The budgeted receipts for each fund shall include 95 % of all receipts reasonably to be anticipated from all sources, including taxes to be levied and 100 % of the amount of the balances of both cash and liquid securities estimated to be brought forward at the beginning of the fiscal year.

Florida Statutes § 129.01(2)(c)(1) recognizes but restricts reserves for contingencies to a maximum of 10% of the total fund budget. A reserve for contingencies is a budgeted amount that has been set aside to be appropriated as necessary to meet unexpected needs. If funds further exist, a second reserve for cash flow is based on an amount up to or equal to 20% of the fund's appropriations, which carries the cash needs for expenditures until the new year's major revenues are receipted. Another reserve is utilized for the purpose of covering future capital outlay needs. Reserves over the 10% contingency and the 20% cash flow reserve, that are not reserved for future capital outlay needs, will be appropriated within the assigned fund. To the extent that unexpected needs do not arise, then the unexpended fund reserve would become part of the fund balance for the next fiscal year.

Budgets for salaries and benefits are based on 100% estimated salaries at the beginning of the fiscal year for all current positions, including any scheduled annual increases, anticipated adjustments to the Florida Retirement System costs and any increases for insurances covered by the County. All full-time vacant positions are budgeted based on the current year actuarial average member cost with the highest cost to the County possible for insurance liability. The Human Resources Personnel Department cost center provides salary information.

The budget will clearly reflect both direct and indirect costs of programs. Wherever practical, indirect costs (Administrative Fees) will be recovered at rates determined in conjunction with a cost allocation plan or as mandated by State Statutes.

The County plans and budgets for any facilities and infrastructure necessary to support public programs determined to be necessary for the highest standard of services to provide to the County's citizens. The County purchases goods and services through a competitive bid process except when an alternative method of procurement is specifically authorized by law and is in the County's best interest.

Cash carry forward fund balance represents the excess (or "deficit") of total fund assets less total fund liabilities. This balance represents uncommitted cash or other liquid/cash convertible assets (cash and cash convertible assets less all fund liabilities or claims that are owed and must be paid by the County). These uncommitted or unspent funds generally can be included as available revenue in the next year's fund budget. A negative balance is sometimes referred to as a "deficit." As defined by the Governmental Accounting, Auditing and Financial Reporting of the Government Finance Officers Association (GFOA), fund balance is "the difference between assets and liabilities reported in a governmental fund."

Adequate cash carry forward fund balances are critical to County finances and budgeting. These balances are not only a source of County funds or total revenue, but also address County cash needs and can eliminate the need for costly short-term borrowing. They also provide a source of funds for unforeseen expenditures or shortfalls in County revenues. Finally, adequate balances help strengthen credit or bond ratings that may result in lower interest rates to the County and less restrictions on County debt issues.

A prudent cash carry forward fund balance amount for the General Fund is generally recognized to be between 5 to 15% of total fund revenue. In contrast, Special Revenue, Debt Service, and Capital Improvement Funds are all specific purpose funds. When that specific purpose is fulfilled, no fund balance needs to remain. Enterprise Funds require a prudent balance according to their “business-like” nature. For example, an important component of the balance for Enterprise Funds is the provision for future replacement of the Enterprise Fund’s capital assets.

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Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County Commissioners

DATE: 6/25/2025

FROM: Megan Covey, Grants Director

SUBJECT: Approval to submit a grant application for the Staff Sgt. Parker Gordon Fox Suicide Prevention Grant Program to fund one new Veterans Services Officer to provide suicide prevention training and resources for Clay County.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
MEMO_Grant Application for Fox Suicide Prevention Grant Program	Cover Memo	7/2/2025	MEMO_Grant_Application_for_Fox_Suicide_Prevention_Grant_Program.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	7/2/2025 - 5:02 PM	Item Pushed to Agenda



Grants Division

477 Houston St.
Green Cove Springs, FL
32043

Phone: 904-529-4211

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



MEMORANDUM

To: Board of County Commissioners

From: Megan Covey, Grants Director

Date: July 2, 2025

Re: Grant Application with the U.S. Department of Veterans Affairs Staff Sgt. Parker Gordon Fox Suicide Prevention Grant Program

Staff requests authorization to submit the following grant application:

Staff Sgt. Parker Gordon Fox Suicide Prevention Grant Program

Grantor Name: U.S. Department of Veterans Affairs

Application Deadline: July 18, 2025

Funding Type: Federal

Grant Request: \$88,188.50 (Cost estimate based on a G24 position with fringe benefits included.) Awards may be renewed annually.

Matching Requirements: Not applicable

Purpose of Grant: Hire one new Veterans Services Officer to provide suicide prevention training and resources for Clay County, FL.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ BTP Update	Presentation	7/3/2025	Board_Update_07-08-2025_FINAL__R1.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	7/2/2025 - 5:02 PM	Item Pushed to Agenda



Capital Projects Department

Post Office Box 1366
Green Cove Springs, FL
32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL
32043

County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Dr. Kristen Burke
District 5

www.claycountygov.com

SUBJECT: Bonded Transportation Program (BTP) Update

DATE: July 08, 2025

SUBMITTED BY: Edwin Dendor, BTP Program Administrator

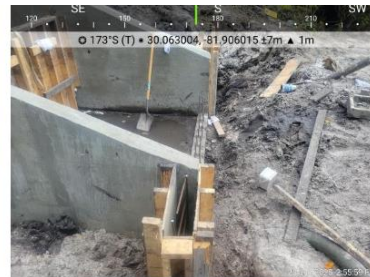
BTP MISSION STATEMENT: To design and build the safest and most efficient roadway and drainage system for the projects defined in the bonded transportation program.

Program update through **July 03, 2025:**

- **Project #1 – CR 218 from Masters Rd to Pine Tree Lane:**

The County's team and Anderson Columbia (AC) continued their bi-monthly status meetings. Liner placement was completed on Pond site 4. AC continued the installation of drainage structures, pipes, demolition of existing driveways and continued pavement repairs for driveways and pipes. AC continued placing sub-base, curbing and limestone base. This project is on schedule with 45% paid out and 69.6% of time used.

Pond 4 Liner & Drainage Installation



Roadway & Drainage Installation



- **CMAR Group #2 Projects - #2, #5 and #6A:**

Appraisals, offers and closings continue for ROW acquisitions.

Project #2 (CR209) Superior (SCC) continued the installation of the stormwater drainpipes and curbing on the north side of CR 209 and completed the cross-drain installation at Pond 2. Currently working on embankment and base between the railroad and Pond 2. SCC will start installing the cut off walls and finish grade at pond 2 the week of July 7th followed by permanent pavement on the north side of CR 209 the week of July 21st, weather dependent. This project is on schedule with 50% paid out and 37% of the time used.

Placing Stormdrain Pipe



Inlet Top Complete



Finishing Driveway Connections



Preparing for Asphalt and Sidewalk



- **Project #5 (CR220)** The team continues to track the US ARMY Corps of Engineers (ACOE) permit application thru their process while under their review. Survey has been completed on the new pond site; environmental wetland flagging was completed the week of June 23rd while geotechnical field work will follow. The preliminary pond design is underway. Once the permit is issued the Team will be working on submitting the permit modification for the pond shift.
- For **Project #6A (CR315)**, The team is responding to comments from the ACOE and updating the Environmental Conditions Report along with our wetland functional scores to finalize the impact quantities for the issuance of the permit narrative.
- **CMAR Group #1 Projects - #3A, #3B and #4:**
 - Project #3A (Operational improvements on CR209 AKA Russell Rd)** this project is complete.
 - For projects **#3B & #4** the County, GAI and Kiewit held their bi-monthly status meetings.
- **Project #3B** (Connecting the east-end of project #4 on Sandridge Road and runs through the roundabout to CR 209B) Kiewit continued the installation of stormwater structures and pipes. The project schedule is being adjusted to acknowledge the extended delay in receiving the permit, while discussions continue about the financial impact of this delay. CCUA relocated their reclaim and waterlines that conflicted with the drainage design. This project is 38.2% paid out and 89% of time elapsed.

3B Flagging Operation with 25 MPH posted speed



Drainage Structures for Swoosh Area



- **Project #4 (CR739B AKA Sandridge Road)** Kiewit Infrastructure South Co. continued milling and resurfacing the entire project at no cost to the County due to the work not meeting the County's specifications. This resurfacing work is being completed at night with some daytime work. Kiewit also continued to work on Punchlist Items. Final Inspection Walk through is scheduled for July 11th.

Under SR 23 Final Touches



Final Sod Placement



- **Project #6B (AKA Cathedral Oak Parkway (COP & CR216), FKA the First Coast Connector):**
 - The County's Team and Superior Construction Company Southeast, LLC (SCC) with their designer RS&H continued to hold bi-monthly status meetings. Erosion control devices continued to be removed in areas where slopes are stabilized and established. Punchlist repairs to deficient curbing and sidewalks continue throughout the corridor. Electrical and signal-head work started at the signalized intersection at COP and CR315. The project schedule remains under contention by the contractor with 115% of time used and 97% paid out. The County and SCC continue to discuss the schedule for a resolution.

Punchlist Repairs



Signal Installation



- **Overall**, the team continued to:
 - Hold Owner Rep progress meetings covering Key Process Indicators,
 - Receive multiple invoices and made multiple payments to various vendors,
 - As of June 30, 2025, the Program has expended \$129.6M (\$123.5M in Bond Funds).
- **WGI continues** to work across the entire program on:
 - Right-of-Way investigation, Temporary Construction Easements, Legal Agreements and Permanent Easements for working in, alongside and adjacent to properties for projects #2, #5 & #6A. This effort will continue to ramp-down.,
 - Utility verification, reviewing permit requests and leading coordination with utility organizations,
 - Continued refining the BTP financial forecast and tracking project risk factors,
 - Plan reviews,

- Coordinating and guiding designs including construction limits, interface discussions, and coordination with stakeholders,
- Developing project closeout documentation as each project draws to a close in the program.

Project Information											
Commissioner / District	Project Name/Location	Project Limits	Length	# Lanes	Lane Mileage	WGI Project Manager	Designer / Contractor	Project Description	Clay County Budget	Construction Start Date	Construction End Date
Betsy Cordon / D4	No. 1 CR 218 / Middleburg	Masters Road to Pine Tree Lane	1.30	4.0	5.2	C. Campos	D-WGI, C-Anderson Columbia	Design and reconstruct two lane roadway section into four lanes urban section with turn lanes, bike paths, curb & gutter, and sidewalks on CR218 from Masters Rd to Pine Tree Lane	\$ 26,320,205	Summer 2024	Fall 2025
Kristen Burke / D5	No. 2 CR 269 (Russell Rd) / Lake Asbury	From CR 3158 to US 17 and from CR 315 to South of Peter's Creek	1.10	4.0	4.4	J. Mattox	D-Jacobs, C-Superior	Design and reconstruct two lane roadway into four lanes urban section with median, bike paths, curb & gutters, and sidewalks on CR269 from Peters Creek bridge south to US 17.	\$ 33,487,437	Spring 2024	Spring 2027
Kristen Burke / D5	No. 3A & 3B CR 209 (Russell Rd) / Lake Asbury	From Sandridge Rd to Peter's Creek Bridge	1.00	2.0	2.0	C. Campos	D-GAI, C-Kirby (3A)/Kiewit (3B)	3A) Operational improvements at the intersection of Oak Stream Drive & CR 209 and Watkins Rd & CR 209 3B) Sandridge widening and realignment with CR 209B. Operational improvements at the intersection of CR 209 & CR 209B.	\$ 30,314,099	Summer 2024	Fall 2025
Kristen Burke / D5	No. 4 CR 7398 (Sandridge Rd) / Lake Asbury	From Henley Rd to West of CR 209 (Russell Rd)	2.80	3.0	8.4	C. Campos	D-GAI, C-Kiewit	Design and reconstruct two lane roadway section into three lanes with turn lanes, bike paths, curb & gutter, and sidewalks on CR7398 from Henley Road to just west of CR209	\$ 33,264,688	Summer 2023	Summer 2025
Kristen Burke / D5	No. 5 CR 220 / Middleburg	From Baxley Rd to West of Henley Rd	1.00	4.0	4.0	J. Mattox	D-Jacobs, C-TBD	This project is being phased following the construction of the quadrant intersection at Henley Rd.	\$ 5,012,352	TBD	TBD
Kristen Burke / D5	No. 6A, Green Cove Springs / Lake Asbury CR 216 (Cathedral Oak Parkway)	From Maryland Ave to US 17	1.00	2.0	2.0	J. Mattox	D-Jacobs, C-Superior	Ultimate 4-lane section from US 17 to Maryland Ave	\$ 8,275,853	TBD	TBD
Kristen Burke / D5	No. 6B CR 216 (Cathedral Oak Parkway) / Green Cove Springs	From SR 23 to Maryland Ave	3.30	2.0	6.6	T. Richards	D-RS&H, C-Superior	Design and construct two new roadway lanes with a grass median, bike lanes, and sidewalks from SR23 to Maryland Ave.	\$ 43,227,932	Fall 2023	Fall 2025
			11.5		32.6			TOTAL BUDGET	\$ 179,902,566		
Board Members	Project Description	Project Limits	Length	# Lanes	Lane Mileage	Project Manager	Designer / Contractor	Typical Section /Description	Clay County Budget	Construction Start Date	Construction End Date
				Total Lane Miles	0.0			TOTAL (CONSTRUCTION)			
								GRAND TOTAL	\$ 179,902,566.00		



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County Commissioners

DATE: 6/16/2025

FROM: Courtney Grimm

SUBJECT:

The item was originally heard at the Board's December 10, 2024, Board meeting. In accordance with the Special Magistrate's April 30, 2025, Final Report and Recommendation, issued pursuant to Florida Land Use & Environmental Dispute Resolution Act (Sec. 70.51, Fla. Stat.) and May 23, 2025, Clarification Memo, a rehearing will be held based on the December 10, 2024, hearing transcript.

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

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Staff Report for PUD 24-0006	Cover Memo	7/2/2025	PUD_24-0006_Old_Hard_Rd-Staff_Report-_final_jb.ADA.pdf
▣ Ordinance PUD 24-0006	Backup Material	7/2/2025	PUD_24-0006-_Old_Hard_Rd-Ordinance_final.ADA.pdf
▣ Application	Backup Material	7/2/2025	applicationsada.pdf
▣ Opposition Letters	Backup Material	7/2/2025	Combined_Oppositionada.pdf
20241210			
▣ Transcript PUD 24-0006 Hearing	Backup Material	7/2/2025	20241210_Transcript_PUD_24-0006_Hearing.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	7/2/2025 - 5:02 PM	Item Pushed to Agenda



Staff Report and Recommendations for PUD-24-0006

Copies of the application are available at the Clay County Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043

Owner / Applicant Information:

Parcel #: 06-05-26-014244-000-00	Address: 60 Old hard Road
Owner: Diane Land Corp	Fleming island, FL 32003
Parcel #s: 06-05-26-014244-001-00, 06-05-26-014244-003-00,	Address: 60 Old hard Road
Owner: Linda Land Corporation	Fleming island, FL 32003
Parcel #: 06-05-26-014244-001-01 & 06-05-26-014244-002-00	Address: 60 Old hard Road
Owner: Doris D Partridge	Fleming Island, FL 32003
Agent: Frank Miller	1 Independent Dr. Suite 2300, Jacksonville, FL

Property Information

Parcel ID: 06-05-26-014244-000-00, 06-05-26-014244-001-00, 06-05-26-014244-003-00, 06-05-26-014244-001-01, 06-05-26-014244-002-00

Current Land Use: RF (Rural Fringe)

Proposed Zoning: PUD (Planned Unit Development)

Commission District: 1, Commissioner Sgromolo

Address: 60 Old Hard Road
Fleming Island, FL 32003

Current Zoning: AR
(Agricultural/Residential District)

Acres: 62.64 +/- acres
Acres affected by Zoning change: 62.64 +/- acres

Planning District: Fleming island

Introduction:

This application is a rezoning of 5 separate parcels of land, totaling approximately 63 acres, from AR (Agricultural/Residential) to PUD (Planned Unit Development). The Applicant desires to construct a single-family residential subdivision with approximately 156 homes at a net density of 2.48 units/acre under the proposed Rural Fringe (RF) Future Land Use designation.

The subject parcel is located on the south side of Old Hard Road, just east of Blue Heron Cove Drive and west of Cattle Gap Lane. Parcel #06-05-26-014244-001-01 has one small single-family structure and accessory structures. The Applicant desires to construct approximately 156-unit single-family residential subdivision on this parcel at a density of less than 3 units/acre as allowed under the Rural Fringe Future Land Use designation, as shown below.

Proposed Master Plan

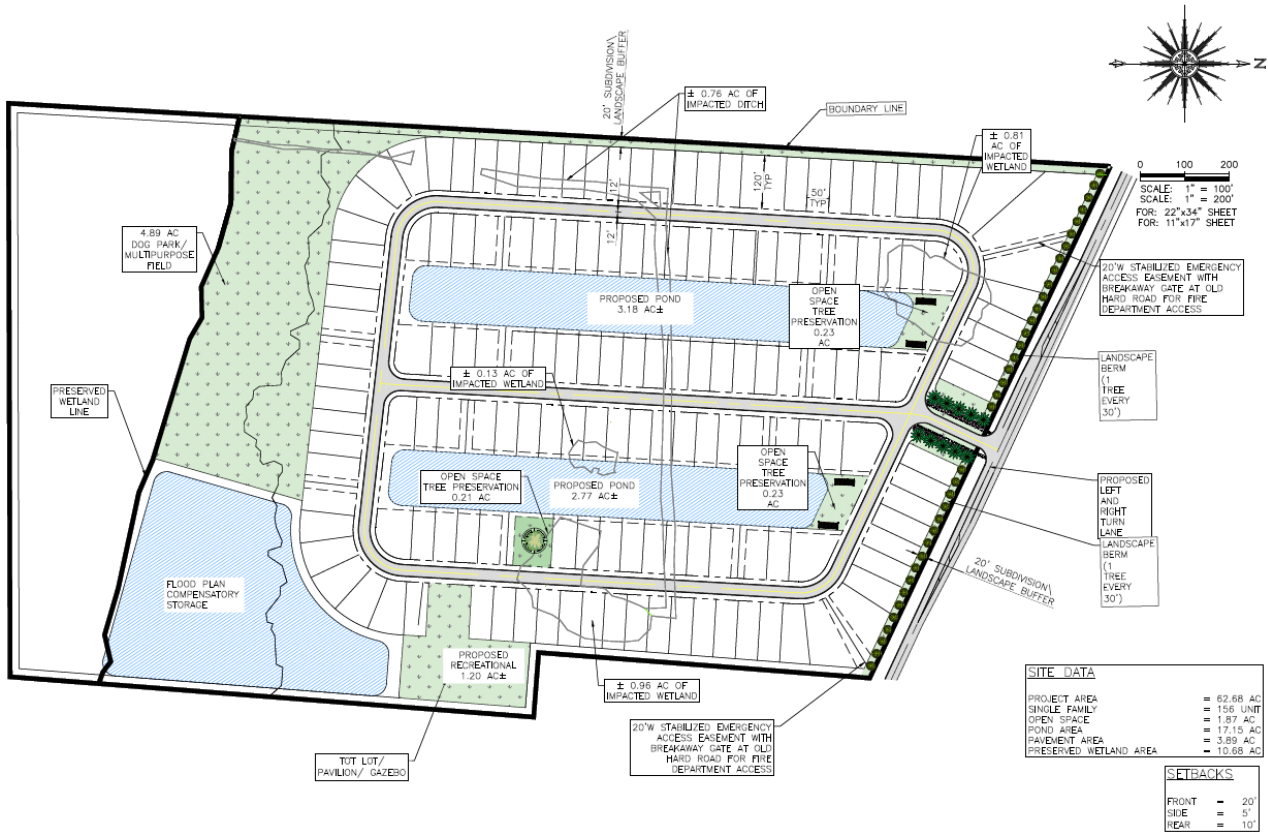


Figure 1 – Parcel Map

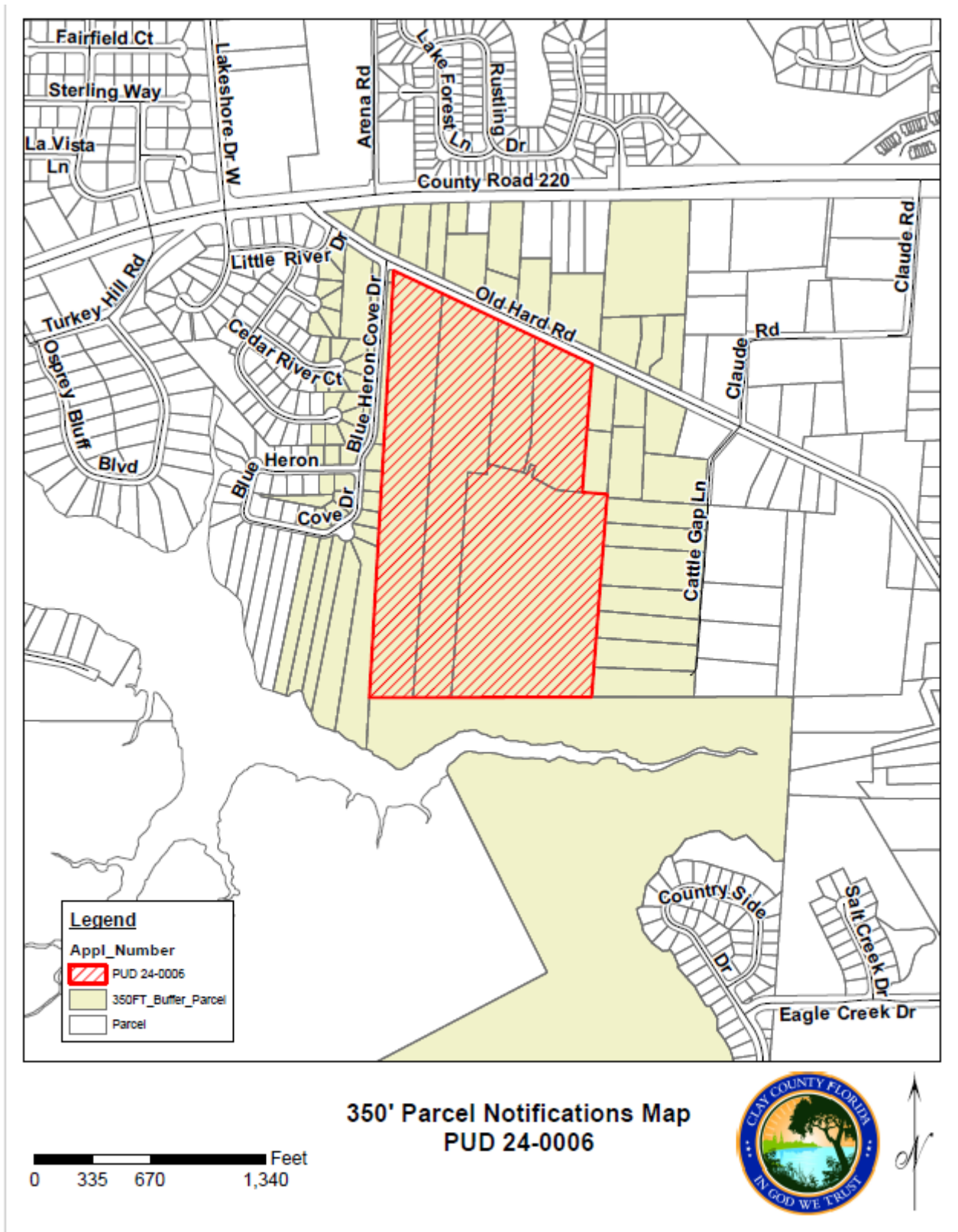


Figure 2 – Aerial Photo



Figure 3 – Existing Zoning Map

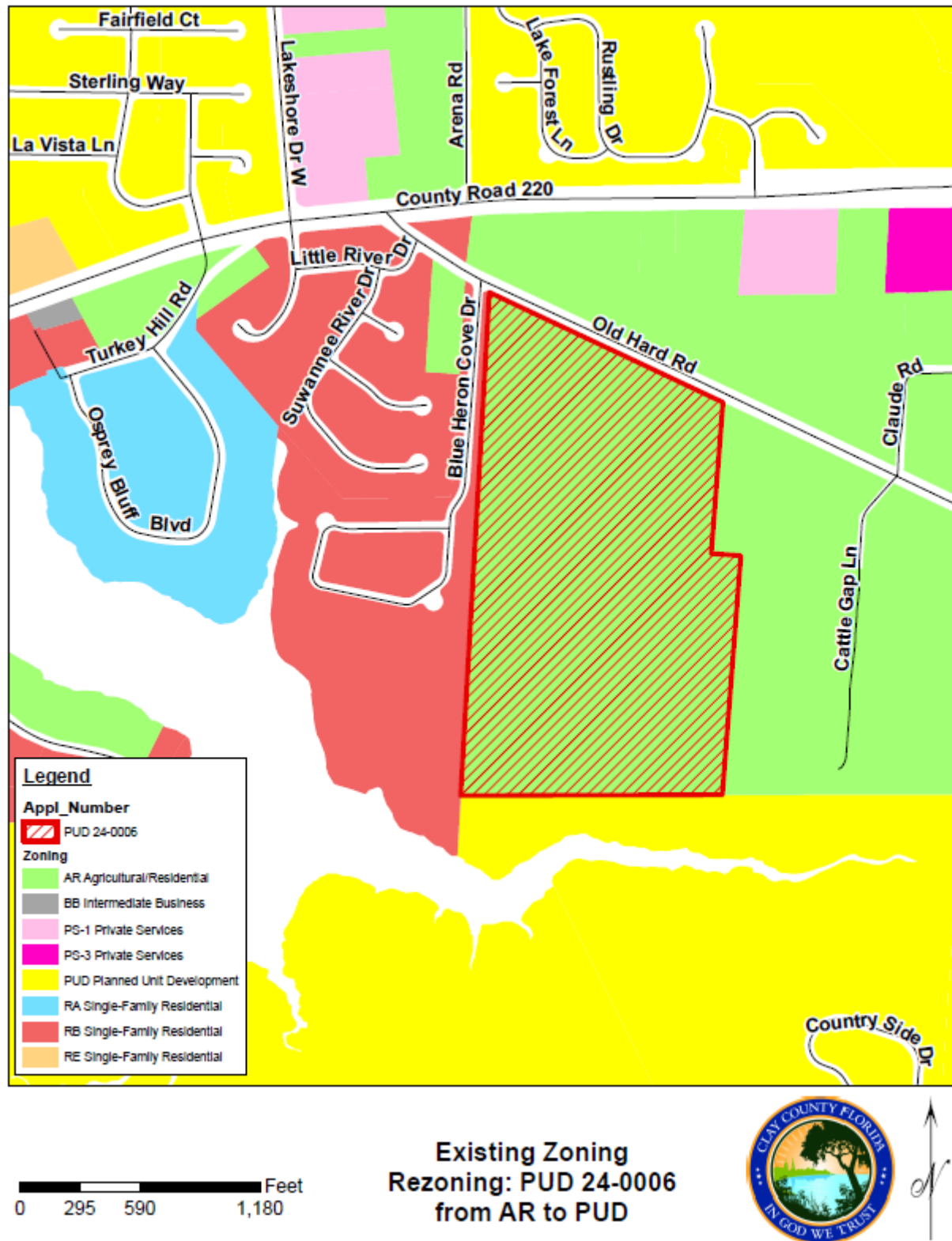
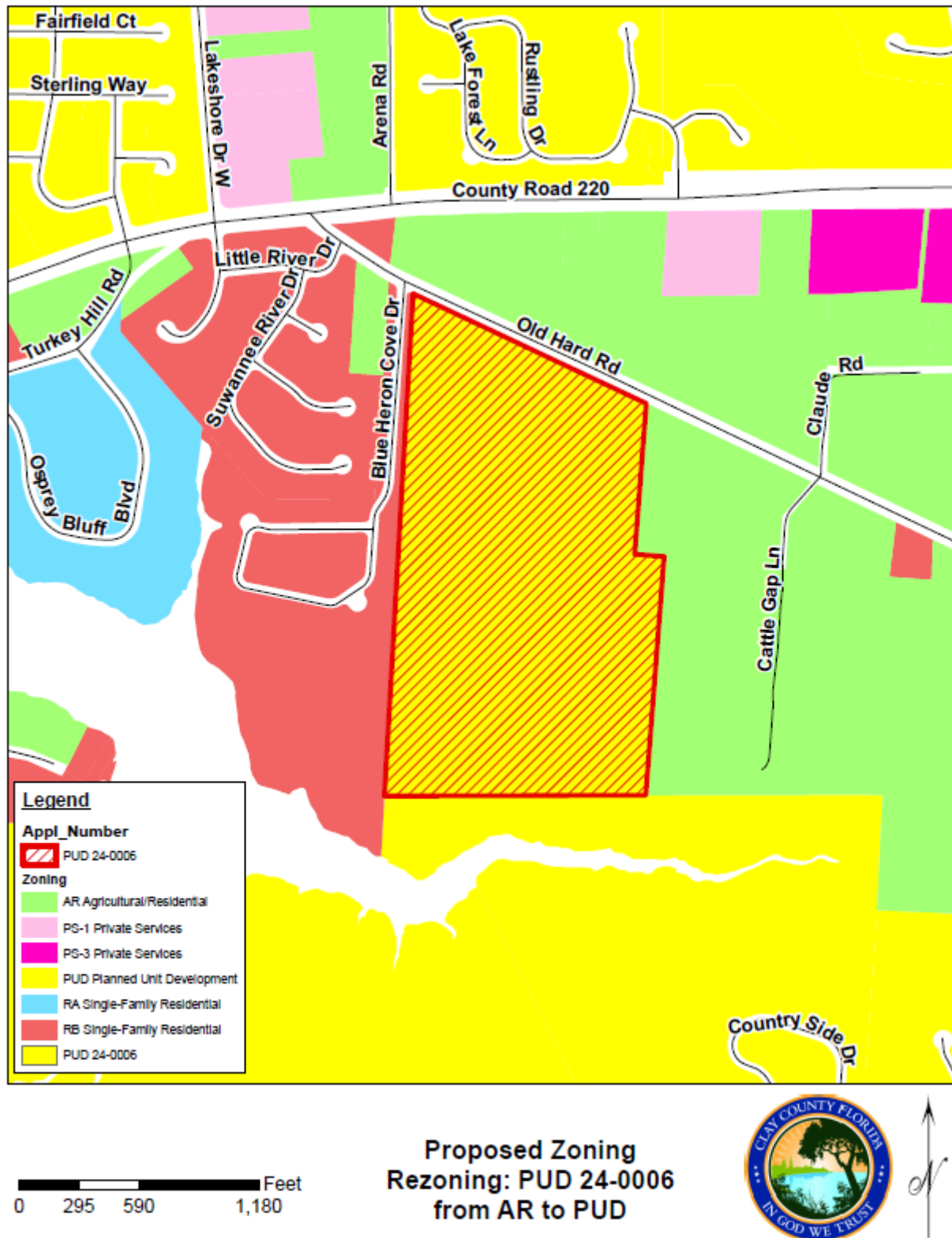


Figure 4 – Proposed Zoning Map



36

37 **Relevant Clay County 2040 Comprehensive Plan Policies**

38 The following Goals/Objective/Policies support the proposed Rezoning Amendment to the Code:

39 FLU Policy 1.4.1.5 Rural Fringe (RF) (Suburban)

40 This designation is reserved for land accessible to existing Urban Services and located in the areas
41 where extension of central water and (where applicable) sewer service can be easily provided.
42 Densities in this area shall be a maximum of three units per net acre and a minimum of one unit per
43 net acre. This density category is almost exclusively characterized by single-family detached housing
44 units but may also include two and three family residential developments.

45 A maximum density of 7 units per net acre may be allowed within the Rural Fringe designation on
46 the Future Land Use Map for the provision of housing for the elderly or handicapped and housing
47 for very low, low income and moderate income households. Location shall be based on need and
48 criteria assessing proximity to the following: employment, mass transit, health care, parks,
49 commercial services, and central utility services, as detailed in the Housing Element and land
50 development regulations.

51

52 **Analysis of Proposed Rezoning Amendment**

53 In reviewing the proposed application for Rezoning, the following criteria may be considered along with
54 such other matters as may be appropriate to the particular application:

55

56 (a) Whether the proposed change will create an isolated district unrelated to or incompatible with
57 adjacent and nearby districts;

58 Staff Finding: *The adjacent parcel to the west is zoned single-family residential (RB) and the parcels to the*
59 *north and east are zoned Agricultural/Residential (AR). The parcels directly adjacent to the west are similar*
60 *in size to what is being proposed on the subject parcel. All parcels south of CR 220, over to Canova Road*
61 *have a Future Land Use of Rural Fringe (RF). Across CR 220 there is a large PUD and more RF, all of which*
62 *have similar densities to what is being proposed. The proposed change should not be incompatible with the*
63 *adjacent and nearby districts given the other similar densities and intensities.*

64 (b) Whether the district boundaries are illogically drawn in relation to the existing conditions on the
65 real property proposed for change;

66 Staff Finding: *The existing district boundaries are not illogically drawn. They reflect the former use of the*
67 *property as a single-family residence with pastures.*

68 (c) Whether the conditions which existed at the time the real property was originally zoned have
69 changed or are changing, and, to maintain consistency with the Plan, favor the adoption of the proposed
70 Rezoning;

71 Staff Finding: *This area is changing in response to the development along CR220 and the increased*
72 *demand for new single-family subdivisions. The County is specifically improving the intersection of Old*
73 *Hard Rd. and CR 220, after recognizing the less than optimal conditions of that intersection and the*
74 *number of users and accidents.*

75 (d) Whether the affected real property cannot be used in accordance with existing zoning;

76 Staff Finding: *The residentially zoned portion of the property could continue to be used as a single-family*
77 *home.*

78 (e) Whether the proposed Rezoning application is compatible with and furthers the County's stated
79 objectives and policies of the Plan;

80 Staff Finding: *The proposed rezoning is compatible with the Comprehensive Plan as it reduces urban*
81 *sprawl by providing redevelopment in close proximity to a major transportation corridor, CR 220.*
82 *Specifically Housing Objective 1.1 and Housing Policy 1.1.1 which says:*

83 Clay County shall provide appropriate land use categories and land development regulations to
84 allow for a variety of housing types and values for the additional dwelling units needed to meet the
85 projected rise in population by the year 2040.

86 HOU POLICY 1.1.1 The County shall provide incentives for "in-fill" development in
87 existing urbanized areas in order to discourage unwarranted urban sprawl.

88

89 (f) Whether maintenance of the existing zoning classification for the proposed Rezoning serves a
90 legitimate public purpose;

91 Staff Finding: *There is no public purpose served by maintaining the existing zoning.*

92 (g) Whether maintenance of the status quo is no longer reasonable when the proposed Rezoning is
93 inconsistent with surrounding land use;

94 Staff Finding: *Maintaining the current zoning is not a reasonable course in this location as it hinders the*
95 *highest and best use of the parcels consistent with the goals of the County as established in the*
96 *Comprehensive Plan. In addition, the Applicant is improving Old Hard Road by providing deceleration*
97 *lanes and culverting portions of the road for additional access.*

98 (h) Whether there is an inadequate supply of sites in the County for the proposed intensity or density
99 within the district already permitting such intensity or density.

100 Staff Finding: *There is a high demand for single-family residential development in this area of the County*
101 *and within the Urban Service Area. This project serves as “infill development” that should not cause*
102 *difficulty for the County to provide appropriate services to the residents.*

103 The proposed rezoning would change the subject parcel from AR (Agricultural Residential) to PUD (Planned
104 Unit Development). This change would be in keeping with the evolving character of the surrounding districts
105 as shown in the table below:

	Future Land Use	Zoning District
North	RF- Rural Fringe	AR- Agricultural Residential (single-family homes)
South	PC- Planned Community	PUD The Crossings (Eagle Harbor)
East	RF- Rural Fringe	AR- Agricultural Residential (single-family residential)
West	RF- Rural Fringe	RB- Single Family Residential (single-family homes)

106

107 Clay County’s future land use designation for the land to the south, separated by Swimming Pen Creek, is PC
108 (Planned Community) and is part of the Crossings PUD. The adjacent property to the west, is developed as a
109 single-family residential subdivision “Admiral’s Inlet” as well as “Riverbend” neighborhood further west.
110 North and east have a future land use designation of RF (Rural Fringe). Clay County’s RF (Rural Fringe)
111 Future Land Use category allows up to 3 units per net acre, unless the project is dedicated to low and moderate
112 income or elderly or handicapped housing in which case the density may go up to 7 units per net acre.

113 The transportation improvements that the County is currently investing in at the intersection of CR 220 and
114 Old Hard Road should reduce the “cut-through” traffic that occurs along Old Hard Road. (Figures 5 & 6)

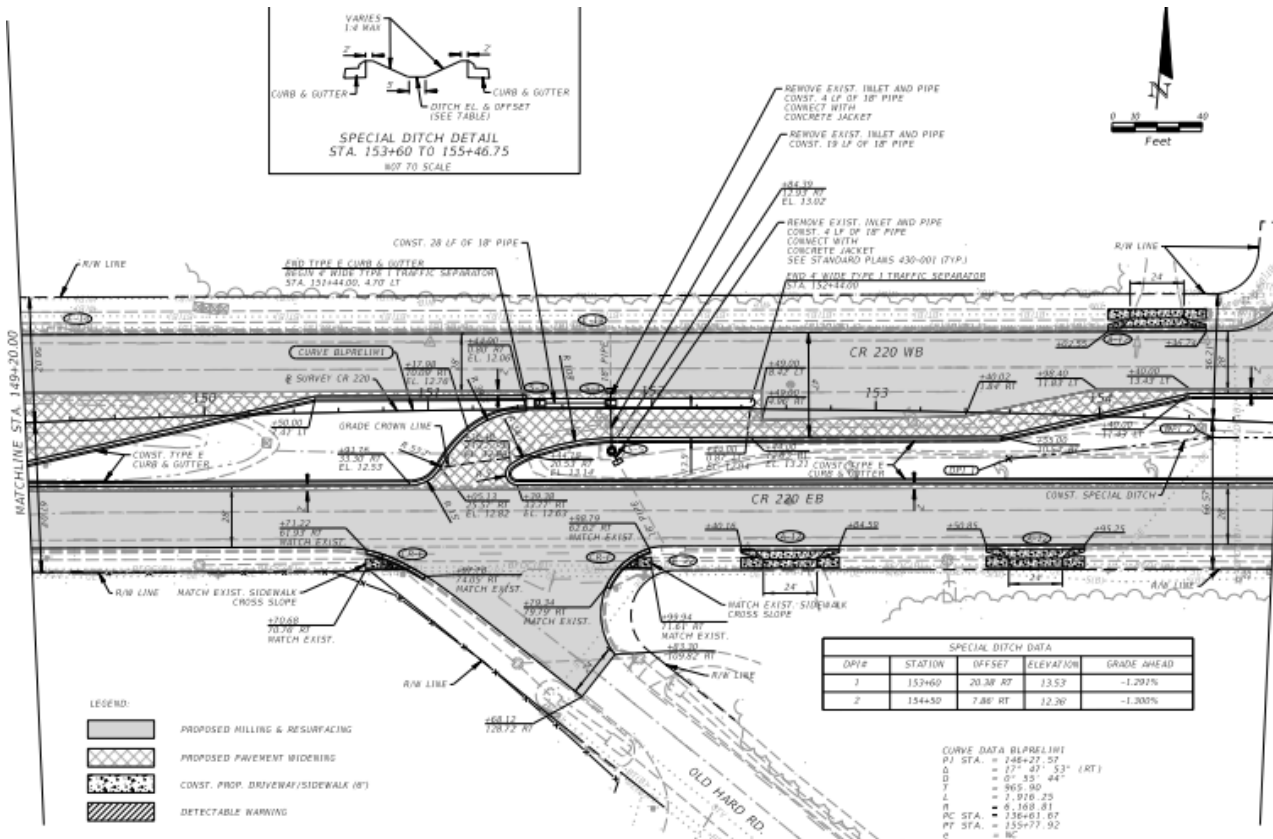


Figure 5 – Reconstructed intersection at CR 220 and Old Hard Road

Should the numbers warrant, the Applicant will be required to invest in some additional transportation improvements, in addition to the improvements that they are currently planning, along the Old Hard Road corridor. Clay County's current zoning district category for all five parcels is AR (Agricultural/Residential). The property to the west has the zoning classification RB (single family residential), with a maximum density of 3 units per net acre. In comparison, the proposed project would have the same allowable density of approximately 3 units/acre, as the adjacent subdivisions of Riverbend, Admirals Inlet and Osprey Bluff.

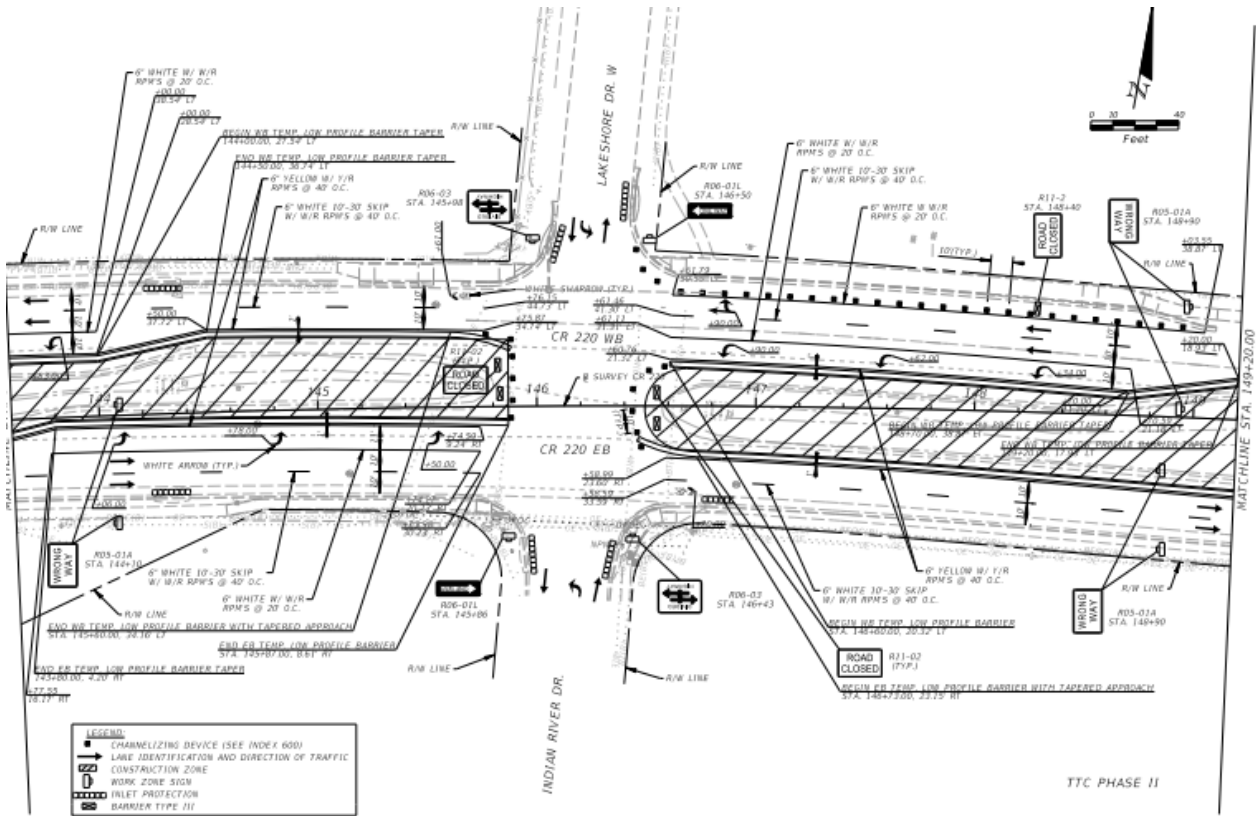


Figure 6 – Reconstructed intersection west of CR 220 and Old Hard Road

Although the proposed development is consistent with the directives of the Comprehensive Plan and the general pattern of the development in the area, the Code specifically states that PUD zoning should be used for creative concepts in planning that result in a more desirable product. Staff has found that the revised master plan does create a more specialized plan with a primary focus on environmental factors.

The Applicant is providing an enhanced landscape entry way, additional open space and tree buffers, compensatory storage above what is required and additional amenity areas. These enhanced standards should add to the value of the development and the County as a whole.

Recommendation

Based on the findings above, Staff recommends approval of the PUD 24-0006.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY (TAX PARCEL IDENTIFICATION #s 06-05-26-014244-000-00, 06-05-26-014244-001-00, 06-05-26-014244-002-00, 06-05-26-014244-003-00, 06-05-26-014244-001-01), TOTALING 62.64 ACRES, FROM ITS PRESENT ZONING CLASSIFICATIONS OF AR (AGRICULTURAL RESIDENTIAL DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Application PUD-24-0006, submitted by Frank Miller, seeks to rezone certain real property (tax parcel identification #s 06-05-26-014244-000-00, 06-05-26-014244-001-00, 06-05-26-014244-002-00, 06-05-26-014244-003-00, 06-05-26-014244-001-01) (the Property), described in Exhibit “A-1”, and depicted in Exhibit “A-2”.

Section 2. The Board of County Commissioners approves the rezoning request. The zoning classification of the Property is hereby changed from AR (Agricultural/Residential District) to PUD (Planned Unit Development), subject to the conditions outlined in the Written Statement attached as Exhibit “B-1” and the Site Plan attached as Exhibit “B-2”.

Section 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

Section 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of December, 2024.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Its Chairman

ATTEST:

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

Exhibit "A-1"

PARCEL 1 (06-05-26-014244-000-00):

A parcel of land consisting of a portion of Government Lots 1 and 2, Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of the East 1/2 of the Northeast 1/4 of said Section 6; thence on the west line thereof, (also being the East line of said Government Lot) run South 04 degrees 13 minutes 40 seconds West, 993.24 feet to the Southerly line of the Old Doctors Inlet-Green Cove Springs Road, (also known as Old Hard Road); thence on last said line North 64 degrees 21 minutes 20 seconds West 581.93 feet to the Point of Beginning; thence continue on last said line North 64 degrees 21 minutes 20 seconds West 687.36 feet to the East line of the Westerly 129.42 feet of said Government Lot 1; thence on last said line, and then on the East line of the Westerly 129.42 feet of said Government Lot 2, south 04 degrees 09 minutes 40 seconds West, 2,482.52 feet to the South line of said Government Lot 2 thence on last said line North 89 degrees 26 minutes 40 seconds East 639.24 feet; thence North 04 degrees 13 minutes 40 seconds East 2,178.22 feet to the Point of Beginning, being 34.15 acres, more or less in area.

Less and except any portion lying within Warranty Deed to Donal M. Partridge, Sr. and Doris D. Partridge, his wife in Official Records Book 2282, page 1172 and Quit Claim Deed to Linda Land Corporation in Official Records Book 3687, page 1995 of the public records of said County.

PARCEL 2 (06-05-26-014244-003-00):

A parcel of land consisting of a portion of Government Lots 1 and 2, Section 6, Township 5 South, Range 26 East, Clay County, Florida, said portion being more particularly described as follows:

Commence at the Northeast corner of said Government Lot 1; thence on the East line thereof, South 04 degrees 13 minutes 40 seconds West, 993.24 feet to the Southwesterly line of Old Hard Road; thence on said Southwesterly line, North 64 degrees 21 minutes 20 seconds West, 581.93 feet to the Point of Beginning; thence continue North 64 degrees 21 minutes 20 seconds West, 358.80 feet; thence South 04 degrees 09 minutes 40 seconds West, 2336.96 feet to the South line of said Government Lot 2; thence on said South line, North 89 degrees 26 minutes 40 seconds East, 182.14 feet; thence North 04 degrees 13 minutes 40 seconds East, 1295.33 feet; thence South 85 degrees 43 minutes 23 seconds East, 150.00 feet; thence North 04 degrees 13 minutes 40 seconds East, 895.55 feet to the Point of Beginning.

PARCEL 3 (06-05-26-014244-001-00):

A parcel of land consisting of a portion of Government Lots 1 and 2, together with a portion of the East 1/2 of the Northeast 1/4, all in Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said East 1/2 of the Northeast 1/4 of Section 6; thence on the West line thereof (also being the East line of said Government Lots 1 and 2) run South 04 degrees 13 minutes

ATTACHMENT A-3: LEGAL DESCRIPTION

40 seconds West, 993.24 feet to the Point of Beginning, in the Southerly line of the Old Doctors Inlet-Green Cove Springs Road, (also known as Old Hard Road); thence continue on said West line of the East 1/2 of the Northeast 1/4, South 04 degrees 13 minutes 40 seconds West, 777.50 feet; thence South 85 degrees 46 minutes 20 seconds East, 114.83 feet; thence South 04 degrees 13 minutes 40 seconds West, 1,133.29 feet to the South line of said East 1/2 of the Northeast 1/4; thence on last said line and then on the South line of said Government Lot 2, South 89 degrees 26 minutes 40 seconds West, 658.87 feet; thence North 04 degrees 13 minutes 40 seconds East, 2,178.22 feet to the Southerly line of the Old Doctors Inlet-Green Cove Springs Road; thence on last said line South 64 degrees 21 minutes 20 seconds East, 581.93 feet to the Point of Beginning, being 28.49 acres, more or less in area.

Less and except any portion lying within Warranty Deed to Donal Merritt Partridge, Sr. and Doris Doreen Partridge, his wife in Official Records Book 1637, page 1580 and Quit Claim Deed to Donal M. Partridge, Sr. and Linda Louise Alderson in Official Records Book 3687, page 1386 of the public records of said County.

PARCEL 4 (06-05-26-014244-002-00):

A parcel of land consisting of a portion of Government Lots 1 and 2, Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northeast corner of said Government Lot 1: thence on the East line thereof, South 04 degrees 13 minutes 40 seconds West, 993.24 feet to the Southwesterly line of Old Hard Road and the Point of Beginning; thence continue on said East line, South 04 degrees 13 minutes 40 seconds West, 777.50 feet; thence North 85 degrees 46 minutes 20 seconds West, 109.62 feet; thence North 61 degrees 47 minutes 50 seconds West, 211.28 feet; thence North 17 degrees 45 minutes 10 seconds East, 79.46 feet; thence North 72 degrees 14 minutes 50 seconds West, 30.00 feet; thence South 17 degrees 45 minutes 10 seconds West, 73.93 feet; thence North 85 degrees 46 minutes 23 seconds West, 20.97 feet; thence North 13 degrees 17 minutes 21 seconds East, 205.00 feet; thence North 02 degrees 11 minutes 46 seconds East, 610.86 feet to said Southwesterly line of Old Hard Road; thence on said Southwesterly line, South 64 degrees 21 minutes 20 seconds East, 366.16 feet to the Point of Beginning.

PARCEL 5 (06-05-26-014244-001-01):

A parcel of land situated partly in Government Lot 2, and partly in the East 1/2 of the Northeast 1/4 of Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the northeast corner of those lands described in Official Records Book 837, page 467 of the public records of said county; thence on the easterly line of said lands run South 04 degrees 13 minutes 40 seconds West, 777.29 feet to the point of beginning situated in the northerly line of those lands described in Official Records Book 173, page 211 of said public records; thence on said northerly line South 85 degrees 46 minutes 20 seconds East, 114.83 feet to the easterly line of last said lands; thence on said easterly line South 04 degrees 13 minutes 40 seconds West, 1,133.29 feet to the south line of said East 1/2 of the Northeast 1/4; thence on said south line and on the south line of said Government Lot 2, run South

ATTACHMENT A-3: LEGAL DESCRIPTION

89 degrees 26 minutes 40 seconds West, 658.87 feet; thence North 04 degrees 13 minutes 40 seconds East, 1282.65 feet; thence South 85 degrees 46 minutes 23 seconds East, 211.20 feet; thence North 17 degrees 45 minutes 10 seconds East, 73.93 feet; thence South 72 degrees 14 minutes 50 seconds East, 30.0 feet; thence South 17 degrees 45 minutes 10 seconds West, 79.46 feet; thence South 61 degrees 47 minutes 50 seconds East, 211.28 feet; thence South 85 degrees 46 minutes 20 seconds East, 109.62 feet to the point of beginning.

TOGETHER WITH

A parcel of land situated in Government Lot 2, Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

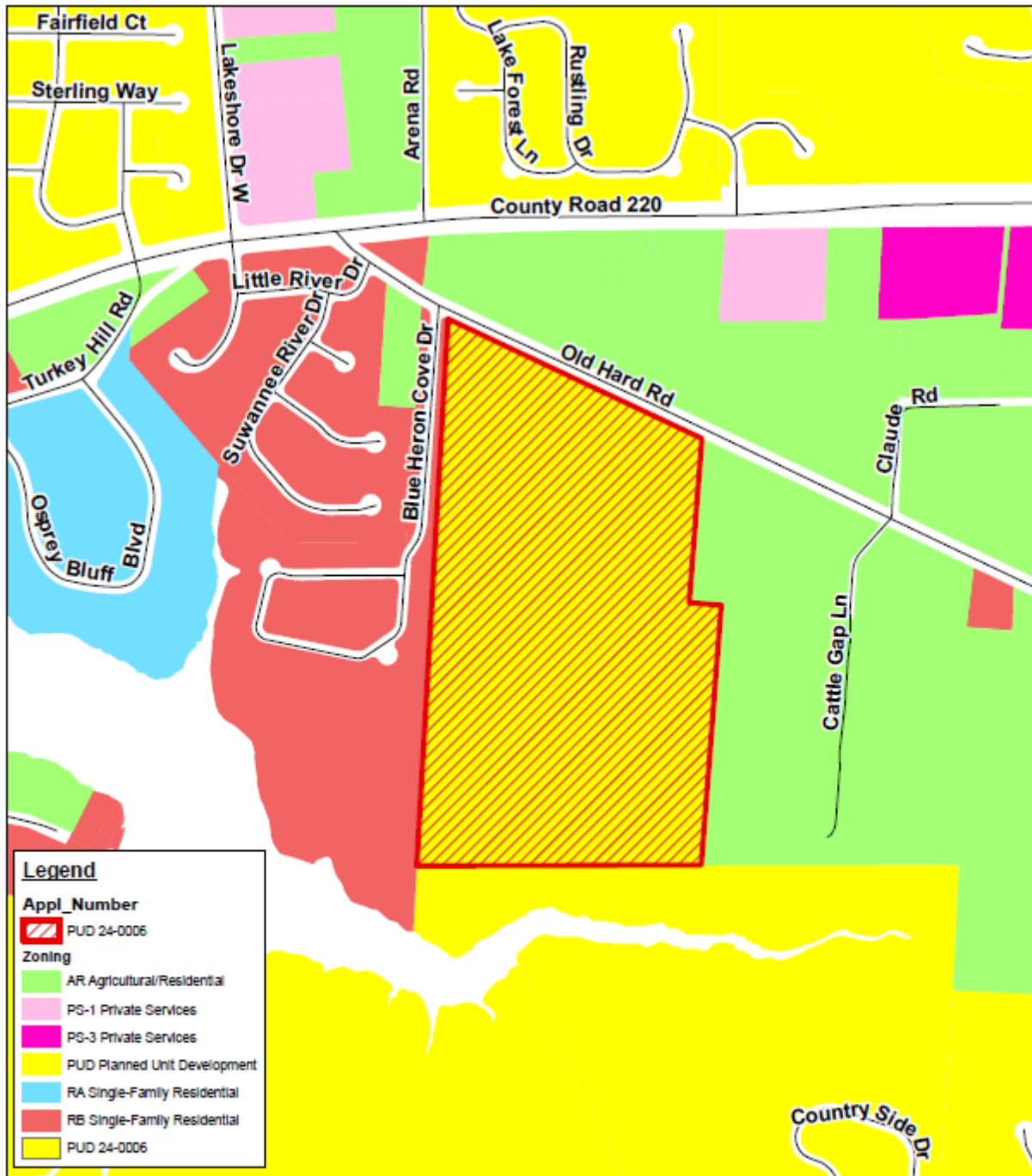
Commence at the Northeast corner of those lands described in Official Records Book 837, Page 467 of the Public Records of said county; thence on the Northeasterly line thereof (also being the Southwesterly line of Old Hard Road), North 64 degrees 21 minutes 20 seconds West, 581.93 feet; thence South 04 degrees 13 minutes 40 seconds West, 895.57 feet to the Point of Beginning; thence continue South 04 degrees 13 minutes 40 seconds West, 1282.65 feet to the South line of said Government Lot 2; thence on said South line, South 89 degrees 26 minutes 40 seconds West, 150.52 feet; thence North 04 degrees 13 minutes 40 seconds East, 1295.33 feet; thence South 85 degrees 43 minutes 23 seconds East, 150.00 feet to the Point of Beginning.

SURVEYOR'S DESCRIPTION

A parcel of land consisting of a portion of Government Lots 1 and 2, together with a portion of the East 1/2 of the Northeast 1/4, all in Section 6, Township 5 South, Range 26 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of said East 1/2 of the Northeast 1/4 of Section 6; thence on the West line thereof (also being the East line of said Government Lots 1 and 2) run South 04 degrees 13 minutes 40 seconds West, 993.24 feet to the Point of Beginning, in the Southerly right of way line of the Old Doctors Inlet-Green Cove Springs Road, (also known as Old Hard Road); thence continue on said West line of the East 1/2 of the Northeast 1/4, South 04 degrees 13 minutes 40 seconds West, 777.50 feet; thence South 85 degrees 46 minutes 20 seconds East, 114.83 feet; thence South 04 degrees 13 minutes 40 seconds West, 1,133.29 feet to the South line of said East 1/2 of the Northeast 1/4; thence on last said line and then on the South line of said Government Lot 2, South 89 degrees 26 minutes 40 seconds West, 1298.11 feet to the Easterly line of Admirals Inlet, according to the plat thereof as recorded in Plat Book 37, pages 47 through 52 of the public records of said Clay County; thence North 04 degrees 09 minutes 40 seconds East along said Easterly line, 2,482.52 feet to the aforementioned Southerly right of way line of Old Hard Road; thence on last said line South 64 degrees 21 minutes 20 seconds East, 1,269.29 feet to the Point of Beginning, being 62.64 acres, more or less in area.

Exhibit "A-2"



**Proposed Zoning
Rezoning: PUD 24-0006
from AR to PUD**



FLEMING ISLAND PRESERVE PUD

**Written Description
August 30, 2024 (Revised November 14, 2024)**

I. SUMMARY DESCRIPTION OF THE PROPERTY

- A. RE #s: 06-05-26-014244-000-00, 06-05-26-014244-003-00, 06-05-26-014244-001-00, 06-05-26-014244-002-00 and 06-05-26-014244-001-01
- B. Current Land Use Designation: Rural Fringe
- C. Current Zoning District: Agriculture Residential
- D. Proposed Zoning District: Planned Unit Development (“PUD”)
- E. The Property satisfies the locational criteria points of Sec. 20.3-10(d)

II. SUMMARY AND PURPOSE OF THE PUD/COMPREHENSIVE PLAN CONSISTENCY

Maronda Homes, LLC of Florida (the “Applicant”) proposes to rezone approximately 62.68 acres of property located on Old Hard Road, just south of CR 220 as more particularly described by the legal description attached to this application as **Exhibit “A”** (the “Property”). The Property is currently zoned AR and is vacant land. The Property is bounded on the north and east by land zoned AR, on the west by land zoned RB and on the south by land zoned PUD. The land use designation for the Property is Rural Fringe allowing for a maximum of three (3) units per net acre since it is located within the Urban Service Area with the required number of points described in Section 20.3-10(d). The Rural Fringe land use category allows for PUD zoning.

As described below, this PUD zoning district is being sought to provide for the development of the Property as a single-family residential subdivision with a mix of home values. This PUD allows for a maximum of 156 units with a maximum height of 35 feet. The PUD Conceptual Site Plan dated November 7, 2024, attached hereto as **Exhibit “B”** (the “Site Plan”) shows the concept of the plan of development utilizing 50’ wide by 120’ deep lots.

This PUD will provide for a transition from the larger lot developments west of the Property to the denser developments in Pine Lake and Fleming Island Plantation. The PUD shall be developed in accordance with this PUD Written Description and the Site Plan subject to the finalization of the actual number of units within the PUD up to the maximum stated above.

III. DESCRIPTION OF DEVELOPMENT

The development of the Property will be similar to the terms of Residential B (RB) with points and central water and sewer under Section 3-17 of the Zoning Code and a land use designation of Rural Fringe as more fully described below:

A. PUD CONCEPTUAL SITE PLAN

The Site Plan shows the proposed PUD layout, including the access points, schematic internal roadway layout, buffers, lot sizes and other features of the proposed development. The

configuration of the development as depicted in the Site Plan is conceptual and revisions to the Site Plan, including the internal circulation, stormwater management facilities and other development features and infrastructure may be required as the proposed development proceeds through final engineering and site plan review, subject to the review and approval of the Development Review Committee.

B. PERMITTED USES

1. *Permitted Uses and Structures include the following uses:*

- a. Single family homes and accessory structures with a height no greater than the primary structure.
- b. Amenity/recreation centers, which may include a pool, cabana/clubhouse, meeting rooms, health/exercise facility, sauna, and similar uses.
- c. Parks, open space, playgrounds, playfields, fire pit/gathering areas, observation and shade pavilions, dog parks, park structures, site furnishings, landscaping, vegetative screens or buffers, fencing, walkways, greenways, nature walks, trails, exercise courses, boardwalks, footbridges, gardens, noncommercial greenhouses and plant nurseries, tool houses, garden sheds, garden work centers, ponds, observation platforms, benches, picnic areas, shelters and informational kiosks, signage, habitat enhancement devices such as birdhouses, duck houses, and bat houses, and other similar uses and structures designed for and used for recreational/open spaces.
- d. Uses which are adjacent to a lake/wetland may use small pram boats, paddle boats, kayaks, canoes, and similar small, recreational boats on the lake/wetland. Gasoline, diesel and other powered motors are prohibited, except for boats used to maintain the lake/wetland.
- e. Mail center.
- f. Live/Work uses, subject to the provisions of the Zoning Code.
- g. Stormwater, management and flood control improvements, as permitted by the applicable regulatory agencies.
- h. Essential services, including water, sewer, gas, telephone, radio, cable, television, and electric, meeting the performance standards and development criteria set forth in the Zoning Code.
- i. Garage sales will be allowed up to a maximum of two garage sales within any calendar year. The duration of each garage sale shall be a maximum of 72 hours and may be conducted only within daylight hours. No sign advertising a garage sale may be placed on any public right-of-way.
- j. Satellite dish receivers for individual use.

2. Minimum lot width and depth, Maximum density, Maximum lot coverage by all buildings, Minimum yard requirements, and Maximum height of structures.

a. Minimum Lot width, lot coverage, setbacks and maximum height of structures:

i. *Minimum lot width at building line – 50 feet*

ii. *Minimum lot depth – 120 feet*

iii. *Minimum lot area – 6,000 square feet*

iv. *Maximum lot coverage by all buildings – 60%*

v. *Minimum yard requirements:*

(1) *Front Setback – 20 feet with front facing garage setback at 25 feet*

(2) *Side Setback – 5 feet*

(3) *Rear Setback – 10 feet*

vi. *Minimum Setback from Property Boundary:*

(1) On the west along the boundary with Blue Heron Cove Drive – 15 feet which may include fencing, landscaping and/or screening

(2) On the north along the boundary with Old Hard Road- 20 feet which may include fencing, landscaping and/or screening and tree planting thirty (30) foot on center

(3) On the east along the Property boundary – 15 feet which may include fencing, landscaping and/or screening

(4) On the south boundary – 25 feet from the jurisdictional wetland line

vi. *Maximum height of structure – 35 feet*

b. Patios/porches. Patios and porches, including screened patios/porches with a structural roof, outdoor dining, terraces, courtyards, or similar exterior structures, shall be permitted for each unit and may be located within any required yard subject to the foregoing Minimum Setbacks.

3. Architectural Elevations. The architectural elevations of the homes to be constructed in the development shall not be repeated more frequently than once every third lot on the same side of the street or directly across the street from the same architectural elevation to

ensure design diversity and aesthetic cohesion and variety throughout the development.

C. RECREATION

Recreation space totaling not less than ten percent (10%) of the net acreage for development shall be provided and is shown on the site plan. The recreation space includes the amenities center, trails, open space that may be developed as a dog park or linear park and any pocket parks.

D. ACCESS

Access will be provided along Old Hard Road as shown on the Site Plan with one main entrance and two additional emergency access points over stabilized easements equipped with knock boxes for emergency services. The location and design of the access points on Old Hard Road and internal driveways as shown on the Site Plan may vary prior to development; provided, however, that the final design of the access point(s), potential connection, and internal roads shall be subject to the review and approval of Development Review Committee.

E. LANDSCAPING/BUFFERS

The development will comply with the Tree Planting and Landscaping Standards under Article VI of the Zoning Code (“Landscape Code”) with the following enhancements. Although under the Landscape Code no perimeter buffer around the property is required since the development is adjacent to other single family residential land and only a ten foot buffer is required along Old Hard Road, there shall be installed a 20 foot wide vegetative buffer along the northern, western and eastern boundaries of the development and the 20 foot buffer along Old Hard Road shall include tree plantings every 30 feet on center rather than the lesser requirement of every 50 feet on center under the Landscape Code. The eastern and western 20 foot buffer areas shall consist of a diverse array of native plant species designed to provide effective visual and auditory screening. All buffers shall be designed to achieve a minimum opacity of 60% within three years of planting. The selection of vegetation shall include a mix of shrubs, trees, and ground cover that are indigenous to the region. The design of the buffers shall promote habitat connectivity, enhance regional biodiversity, and comply with all applicable local environmental regulations and guidelines.

F. CONSTRUCTION OFFICES/MODEL HOMES/REAL ESTATE RENTALS.

On-site, temporary construction offices/trailers/model units will be permitted on the Property until that the project is built out. Parking is permitted adjacent to model units.

G. PARKING

Off-street parking will be provided for each lot sufficient to allow at least two (2) vehicles to be parked in the driveway without encroaching on the sidewalk.

H. SIGNAGE

Signage will be provided in accordance with the Sign Regulations of Clay County, Florida

under Article VII, Section 7-28 of the Zoning Code for property within the PUD zoning district.

I. HOMEOWNERS ASSOCIATION

The developer of the Property will create a homeowner's association that will be responsible for maintenance and repair of the common areas of the development, including the roads and streets within the development, and will be entitled to assess the lot owners for the cost thereof.

IV. JUSTIFICATION FOR THE PUD REZONING.

As described above, this PUD is being requested to permit the development of a residential subdivision with unique characteristics making it more appealing to the market and enhancing the type of housing available in Fleming Island. The Property is within the Rural Fringe land use category which is reserved for land within the existing urban service area and characterized by median density single family detached housing. The Rural Fringe land use category allows for a maximum density of three (3) units per net acre. The planned development is consistent with the land use and will not exceed this density limit. The development of the Property could be considered urban infill. The PUD allows for certain deviations from the Zoning Code to permit the intended development to incorporate standards and lot sizes that are not available under the RB or any other straight zoning category. The PUD design allows for a unique development scheme while ensuring consistency and compatibility with the surrounding zoning and existing uses. The proposed PUD will not create a district that is unrelated to or incompatible with adjacent and nearby districts. Properties in the area are developed as single-family homes on lots of varying sizes, ranging in from a low of 50 feet to over 100 feet in frontage, and the proposed development is not incompatible with these surrounding uses. The buffers provided for in the PUD will screen and provide a separation from the adjacent properties to avoid any adverse effect on them. The most dense straight zoning district is RB which, although allowing for 60 foot lots, requires a minimum lot size of 11, 616 square feet, limits the mix of lot sizes and would fail to provide the price point and lot characteristics sought by today's home buyers.

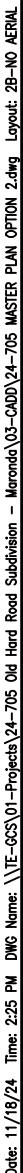
V. Names of Development Team

Developer: Maronda Homes, LLC

Development Consultant: Coastland Development Group LLC

Planner/Engineer: Toco Engineering

Architects: N/A





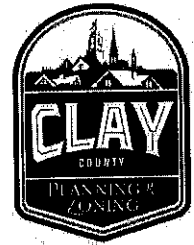
Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: April 29, 2024	CAC Meeting Date (if applicable): Oct 16, 2024
Date Rec: 9/5/24	Received By: Laura Hanson IMS #: PUD 24-0006

REZONING APPLICATION

Owner's Name: Doris Doreen Partridge		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 60 Old Hard Road		
City: Fleming Island	State: FL	Zip Code: 32003
Phone: 904-626-9331	Email: doreen1953@icloud.com	
Parcel & Rezoning Information		
Parcel Identification Number: 06-05-26-014244-002-00 and 06-05-26-014244-001-01		
Address: Old Hard Road		
City: Fleming Island	State: FL	Zip Code: 32003
Number of Acres being Rezoned: 28.79	Current Zoning: AR	Current Land Use: RF
Proposed Zoning: PUD	I am seeking a: Permitted Use <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/>	
Property Will be Used as:	single family residential subdivision	
Required Attachments		
<input checked="" type="checkbox"/> Deed <input checked="" type="checkbox"/> Survey <input checked="" type="checkbox"/> Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5		
<input checked="" type="checkbox"/> Agents Authorization Attachment A-1 <input checked="" type="checkbox"/> Owner's Affidavit Attachment A-2 <input checked="" type="checkbox"/> Legal Description Attachment A-3		
<input checked="" type="checkbox"/> Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4		
Notices		
<p>The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.</p> <p>Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent must be present. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.</p>		

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your rezoning hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

Application Certification

I, hereby certify that I am the Owner or the authorized agent of the Owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I, III, and XII of the Clay County Code.

Owner's Signature:/s/ Frank E. Miller

Date:09/06/2024

Printed Name:Frank E. Miller

The rest of this space is intentionally left blank

Clay County Rezoning Agent Authorization Affidavit – Attachment A-1

Date: 7/24/2024

Clay County Board of County Commissioners
Division of Planning & Zoning
Attn: Zoning Chief
P.O. Box 1366
Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. As the Owner, I hereby authorize and empower Frank E. Miller, of Gunster, Yoakley & Stewart PA

whose address is:

1 Independent Drive Suite 2300 Jacksonville, FL 32202

Phone: (904) 354-1980

Email: FMiller@Gunster.com

to act as agent for rezoning the property located at (address or Parcel ID): 06-05-26-014244-000-00

and in connection with such authorization to file such applications, papers, documents, requests, and other matters necessary for such requested change.

Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

Diane Partridge Soha

7-31-2014

Signature of Owner:

Date:

Diane Partridge Soha, Diane Land Corporation

Printed Name of Owner:

Sworn to and subscribed before me this 31 day of July A.D. 20 24

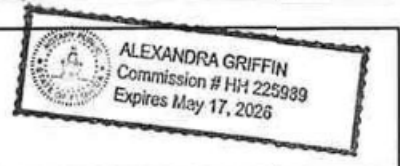
Personally known _____ or produced identification.

Type of identification produced DL and number (#): _____

[Signature]

Signature of Notary

Date:



Clay County Rezoning Property Ownership Affidavit – Attachment A-2

Date: 7/24/2024

Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. I give full consent to process the application for rezoning.

Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

Diane Partridge Soha 7-31-2024

Signature of Owner:

Date:

Diane Partridge Soha, Diane Land Corporation

Printed Name of Owner:

Sworn to and subscribed before me this 31 day of July A.D. 20 24

Personally known _____ or produced identification.

Type of identification produced DL and number (#): _____

[Signature]
Signature of Notary

Date:





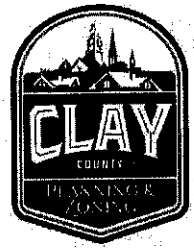
Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: April 29, 2024	CAC Meeting Date (if applicable): <u>Oct 16, 2024</u>
Date Rec: <u>9/5/24</u>	Received By: <u>Laura Hanson</u> IMS #: <u>PUD 24-0006</u>

REZONING APPLICATION

Owner's Name: Diane Land Corp		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 60 Old Hard Road		
City: Fleming Island	State: FL	Zip Code: 32003
Phone: 904-219-0980	Email: hsoha@aol.com	
Parcel & Rezoning Information		
Parcel Identification Number: 06-05-26-014244-000-00		
Address: Old Hard Road		
City: Fleming Island	State: FL	Zip Code: 32003
Number of Acres being Rezoned: 16.9	Current Zoning: AR	Current Land Use: RF
Proposed Zoning: PUD	I am seeking a: Permitted Use <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/>	
Property Will be Used as:	single family residential subdivision	

Required Attachments

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Deed | <input checked="" type="checkbox"/> Survey | <input checked="" type="checkbox"/> Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5 |
| <input checked="" type="checkbox"/> Agents Authorization Attachment A-1 | <input checked="" type="checkbox"/> Owner's Affidavit Attachment A-2 | <input checked="" type="checkbox"/> Legal Description Attachment A-3 |
| <input checked="" type="checkbox"/> Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4 | | |

Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present**. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your rezoning hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

Application Certification

I, hereby certify that I am the Owner or the authorized agent of the Owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I, III, and XII of the Clay County Code.

Owner's Signature:

Date:

Printed Name:

The rest of this space is intentionally left blank

Clay County Rezoning Agent Authorization Affidavit – Attachment A-1

Date: 7/24/2024

Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. As the Owner, I hereby authorize and empower Frank E. Miller, of Gunster, Yoakley & Stewart PA

whose address is:

1 Independent Drive Suite 2300 Jacksonville, FL 32202

Phone: (904) 354-1980

Email: FMiller@Gunster.com

to act as agent for rezoning the property located at (address or Parcel ID): 06-05-26-014244-002-00

06-05-26-014244-001-01

and in connection with such authorization to file such applications, papers, documents, requests, and other matters necessary for such requested change.

Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

Doris D Partridge July 30, 2024

Signature of Owner:

Date:

Doris D. Partridge, Trustee of the Doris Doreen Partridge Revocable Trust

Printed Name of Owner:

Sworn to and subscribed before me this 30 day of JULY A.D. 2024

Personally known _____ or produced identification.

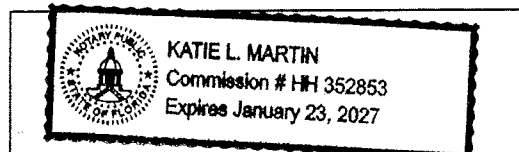
Type of identification produced DL and number (#): _____

Katie L Martin

Signature of Notary

7/30/24

Date:



Clay County Rezoning Property Ownership Affidavit – Attachment A-2

Date: 7/24/2024

Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. I give full consent to process the application for rezoning.

Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

Doris D Partridge July 30, 2024
Signature of Owner: Date:

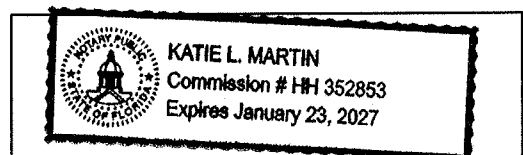
Doris D. Partridge, Trustee of the Doris Doreen Partridge Revocable Trust
Printed Name of Owner:

Sworn to and subscribed before me this 30 day of JULY A.D. 2024

Personally known _____ or produced identification.

Type of identification produced DL and number (#): _____

KOLAD 7/30/24
Signature of Notary Date:





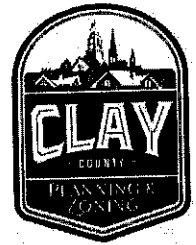
Department of Economic and Development Services

Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date: April 29, 2024	CAC Meeting Date (if applicable): Oct 16, 2024
Date Rec: 9/5/24	Received By: Laura Hanson IMS #: PUD 24-0006

REZONING APPLICATION

Owner's Name: Linda Land Corp		If the property is under more than one ownership please use multiple sheets.
Owner's Address: 60 Old Hard Road		
City: Fleming Island	State: FL 32003	Zip Code: 32003
Phone: 904-219-9785	Email: lindapwd@gmail.com	
Parcel & Rezoning Information		
Parcel Identification Number: 06-05-26-014244-003-00 and 06-05-26-014244-001-00		
Address: Old Hard Road		
City: Fleming Island	State: FL	Zip Code: 32003
Number of Acres being Rezoned: 16.95	Current Zoning: AR	Current Land Use: RF
Proposed Zoning: PUD	I am seeking a: Permitted Use <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/>	
Property Will be Used as:	single family residential subdivision	

Required Attachments

- ☒ Deed ☒ Survey ☒ Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
☒ Agents Authorization Attachment A-1 ☒ Owner's Affidavit Attachment A-2 ☒ Legal Description Attachment A-3
☒ Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4

Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present**. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

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The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

Application Certification

I, hereby certify that I am the Owner or the authorized agent of the Owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I, III, and XII of the Clay County Code.

Owner's Signature:

Date:

Printed Name:

The rest of this space is intentionally left blank

Clay County Rezoning Agent Authorization Affidavit – Attachment A-1

Date: 7/24/2024

Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. As the Owner, I hereby authorize and empower Frank E. Miller, of Gunster, Yoakley & Stewart PA

whose address is:

1 Independent Drive Suite 2300 Jacksonville, FL 32202

Phone: (904) 354-1980

Email: FMiller@Gunster.com

to act as agent for rezoning the property located at (address or Parcel ID): 06-05-26-014244-003-00 &

06-05-26-014244-001-00

and in connection with such authorization to file such applications, papers, documents, requests, and other matters necessary for such requested change.

Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

Linda P. Alderson

July 25, 2024

Signature of Owner:

Date:

Linda P. Alderson, Linda Land Corporation

Printed Name of Owner:

Sworn to and subscribed before me this 25 day of July A.D. 2024

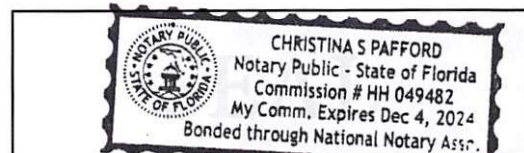
Personally known or produced identification.

Type of identification produced _____ and number (#): _____

Christina S. Pafford

Signature of Notary

Date:



Clay County Rezoning Property Ownership Affidavit – Attachment A-2

Date: 7/24/2024

Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. I give full consent to process the application for rezoning.

Owner's Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

Linda P. Alderson

July 25, 2024

Signature of Owner:

Date:

Linda P. Alderson, Linda Land Corporation

Printed Name of Owner:

Sworn to and subscribed before me this 25 day of July A.D. 20 24

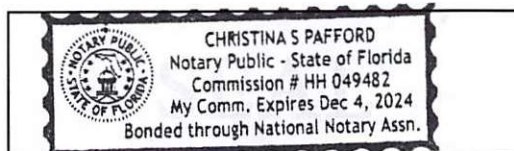
Personally known or produced identification.

Type of identification produced _____ and number (#): _____

Christina S. Pafford

Signature of Notary

Date:



FROM THE DESK OF
Michael A. Burns

September 16, 2024

Clay County Zoning Department
477 Houston Street
Green Cove Springs, FL 32043

Re: Rezoning of Parcel #06-05-26-014244-0002-00 and Contiguous Parcels

Dear Zoning Department Staff,

This letter is to express my opposition to the rezoning of the above referenced parcel / parcels.

This property is sited on the old portion of Old Hard Rd. As such, there are no accommodations for sidewalks or other means to safely provide for pedestrian traffic.

After the opening of the charter school at the corner of Canova Rd. and CR #220 we have experienced a tremendous increase in vehicular traffic which has increased the trips exponentially.

The residents on Old Hard Rd. have expressed our concerns with this condition to our respective county commissioner only to be told that "this is the result of unintended consequences"

With a planned construction of one hundred eighty (180) units and given that there will be two (2) vehicles per unit that would equal three hundred sixty (360) additional trips per day not including background trips.

The Clay County Sheriff's Office is routinely contacted for traffic enforcement on this road as speeds will reach sixty (60) miles per hour with vehicles passing with a double yellow line.

I would submit for your consideration that the requested zoning change is not consistent with the surrounding land use and denying this request would prevent adding to the "Unintended Consequences" that we suffer on a daily basis.

Respectfully submitted,

Michael A. Burns

Laura Hanson

From: Brad Grantham <bradandcinde@gmail.com>
Sent: Friday, September 13, 2024 6:44 PM
To: Clay Zoning
Subject: Housing complex old hard rd

Categories: Laura

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern

Please please please do not build more houses on old hard road! That area can not handle the traffic with the current situation of traffic at St. John's classical. Old hard road is already a very dangerous road to travel on with the current population.

Respectfully

Sent from my iPhone

From: [Michelle SZAFRANSKI](#)
To: [Michael Brown](#); [Beth Carson](#); [Kellie Henry](#); [Dodie C. Selig](#); [lydon.colleen@gmail.com](#); [rhondaleejett71@gmail.com](#); [drmappp@hotmail.com](#); [edenjordan@cbvfl.com](#); [Nicholas_male@outlook.com](#); [mike.cella@gmail.com](#)
Subject: Against Proposed 179 home subdivision off Old Hard Road in Fleming Island
Date: Saturday, September 14, 2024 1:04:34 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Committee Members and Board Members,

I am urging you to decline the application for a new subdivision off Old Hard Rd in Fleming Island. The purpose of the committee is to "provide for planned and orderly growth while improving the quality of life for County residents". An additional 179 homes with 2 cars/home added to this road will greatly impact the amount of traffic and will certainly not improve our quality of life. It is currently a continual stream of cars on Old Hard and Canova at school start and dismissal times. The residents of these streets cannot even leave their driveway to get to work. Not to mention the traffic hazard at the Old Hard Rd. intersection with County Road 220.

We have enough homes and businesses in Fleming Island. Are we going to make this area so crowded that people don't want to live here any longer thus affecting our home values and livelihood? I am urging the planning and zoning committee members as well as the Fleming Island Citizens Advisory Committee members to vote this down!

Thank you for your consideration,

Michelle Szafranski

FIP CDD Vice Chair and 22 year resident

Laura Hanson

From: Brad Grantham <bradandcinde@gmail.com>
Sent: Friday, September 13, 2024 6:44 PM
To: Clay Zoning
Subject: Housing complex old hard rd

Categories: Laura

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Please please please do not build more houses on old hard road! That area can not handle the traffic with the current situation of traffic at St. John's classical. Old hard road is already a very dangerous road to travel on with the current population.

Respectfully

Sent from my iPhone

ATTACHMENT C

BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING TRANSCRIPT PUD 24-0006

Description: Transcript of the Board of County Commissioners' public hearing regarding Fleming Island Preserve Planned Unit Development Application (PUD 24-0006). The hearing included staff presentation, applicant presentation, public comment, and Board deliberation culminating in final action on the application.

Date: December 10th, 2024

Pages: 34

Clay County Board of County Commission Public Hearing Dec. 10, 2024
Agenda Item 18 – Fleming Island Preserve PUD 24-0006

[00:00:00]

Chair Condon: Okay, now we are at item number 18, which I would imagine based on this stack before me. Most of you are here for. Um, so this item was continued from the November 5th planning commission meeting. This application is a rezoning to change 62.64 acres from Agricultural Residential to planned unit development district and we are going to hear it from Ms. Bryla.

Jenni Bryla, Zoning Chief: Good evening, Jenni Bryla, Zoning Chief. I believe, Chair, that the applicant has a presentation. As well, so we can go ahead and you can look at his presentation or I can give you mine. Whichever you prefer.

Alex Moldovan: Thank you, Miss Bryla. Thank you, Madam Chair. Alex Moldovan 75661 Blackbird Drive. That's Yulee, Florida 32097 on behalf of Maronda Homes. Um, good evening [00:01:00] commission and I appreciate your time today and letting me present this matter.

Um, on the next slide.

Okay, so we're here introducing the proposed Fleming Island Preserve PUD. Just a bit of a background about our company, Maronda Homes, we're proudly a family owned and operated private home builder. We were founded in 1972 by William J. Wolfe. We're still led today by his son, Ron Wolfe. We have over 50 years' experience in home building.

Maronda is dedicated to creating quality homes that serve as a foundation for strong communities and cherished family memories. We have a personalized approach to home building. We guide our clients through every step of the home building process. And we operate across several states on the East Coast. Uh, [00:02:00] we've built a foundation of trust, quality craftsmanship, and genuine passion for helping families perfect their home.

On the next slide, uh, the purpose of this presentation, we're going to be presenting the PUD 24 0006 application. Uh, more importantly, we're going to address a couple of the concerns we've heard in the past, uh, relating to traffic and the anticipated impacts and mitigation that we're proposing.

Uh, we're also going to go over the zoning compatibility and the alignment with the existing regulations and ultimately, we're seeking the board's support and we're willing, and we're going to discuss our willingness to collaborate with the community and the County.

So, on the next slide, please, what we're seeking is to rezone an assemblage of 5 parcels that totals approximately 63 acres, from Agricultural Residential to P. U. D. And this is within the existing future land use of Rural [00:03:00] Fringe. We're proposing a 156-unit, single family residential subdivision with the density of 2.48 acres. I'm sorry, 2.48 units per acre. And this is consistent with the Rural Fringe land use, which allows a minimum of one unit per acre, a maximum of three units per acre, and there's even some instances where, if you're proposing affordable housing or senior targeted housing, it goes upwards of seven per acre.

Um, so what we've gotten, the site plan, and we've had a bit of a history here. We came before the DRC, and we heard from the public there. We had presented 179 lots initially. We heard the public was not okay with that. Staff wasn't necessarily happy with it. We heard all the concerns related to traffic. We decided to pump the brakes reel back.

We reduced our lot count by 23 lots. We introduced a new site plan of 156 lots. Um, [00:04:00] we still did not satisfy the Staff report. They were recommending, uh, uh, denial of that application. So, we met with Staff and worked even more. Um, we had satisfied and met every criteria except we were not exceeding, uh, the, the, the what's the word I'm looking for?

We were not exceeding the requirements of the conventional zoning district, which would then kind of warrant the P. U. D. So, the whole intent of the P.U.D. Is to go above and beyond the conventional zoning district. After working with Staff, we decided to integrate an enhanced landscaping plan beyond the code requirements.

So, what we've done is we are agreeing to have tree plantings every 30 ft on center as opposed to the required 50 ft. So essentially doubling the amount of tree plantings. Um, we've also incorporated a 20-foot-wide complimentary landscape buffer around the entire perimeter of the site. We've pulled all of the development out [00:05:00] of the flood zone, which you can see in the picture here.

Uh, the flood zone is sort of the jagged line, uh, that you'll see off to the left. It kind of cuts through the compensatory storage pond. You can build within the flood zone, but we heard from neighbors to the southeast that there are some flood risk issues, and we're doing our part to try and mitigate that as much as possible.

With that, we didn't want to just leave that as unused land. It is cleared. It is upland acres. So, we're proposing a dog park and a multipurpose recreational field. What this will do is allow the residents to use it, and it will also serve as permeable ground for rainfall and flood risk mitigation. We're also proposing a pavilion and a playground, and we are anticipating preserving a specimen live oak tree.

The sellers' late husband and father, uh, spent a lot of time at this tree. There's a lot of sentimental value with this tree. So, you'll see towards the eastern central side of the site, we're going to preserve that [00:06:00] tree and kind of make a memorial park for the seller's late husband. Um, with that, uh, we are proposing preservation and stormwater management well above requirements.

With our current site plan, we've got 10.95 acres of stormwater management. This totals roughly 20 percent of the net acreage of the site. We also have 6.87 acres of open space, which totals 13 percent of the net acreage. And then we have a total of 10 acres of wetlands, which is 16 percent of the gross acreage.

If we could go to the next slide, please. Thank you. So, the next thing I want to go over is the alignment with the comprehensive plan. Um, we are demonstrating a strong alignment with multiple planning policies, specifically future land use policy 1.4.1.5, which supports Rural Fringe future land use designation, and it allows a medium density, single family housing of 1 dwelling unit and upwards of [00:07:00] 3 dwelling units per net acre.

Additionally, housing objective 1.1 and policy 1.1.1 advocates for infill development. It directs growth towards areas of existing infrastructure, much like this. And it's located within the urban services area, having all essential services and infrastructure to support it. Next, the land development code section 33-3(c), uh, the proposed plan exceeds the baseline standards.

I went over a few of those earlier in terms of the complimentary landscape buffers around the entire perimeter, as well as there's a points system within your land development code that allows you to achieve the maximum density of three units to the net acre. You have to achieve, uh, a score of 80 points in order to get this.

Um, it's based on proximity to emergency services. Uh, multimodal bus [00:08:00] routes, things of that nature. Our score exceeds 100 points of the required 80 and it's well beyond the required 80 points. So, the next slide please. So, zoning compatibility, uh, I just want to draw attention to the adjacent property. Um, the property to the west, which is Admiral's Inlet is, uh, zoned RB, Residential B. And has a net acreage or a density of three units to the net acre. So, it's developed at a higher density than what we're proposing. And our proposed development is 2.4 units to the acre. Um, the surrounding zoning overview, nearby subdivisions like River Bend, Admiral's Inlet, Osprey Bluff have consistent Rural Fringe land uses, and they have consistent zonings as well. The project does not create an isolated district or land use conflict. And again, it directly abuts on two sides of this property. [00:09:00] We've got Residential B to our west, and then the southern side is directly abutting P.U.D. of much greater density than what we're proposing.

So, in our opinion, this promotes a harmonious land use and a zoning district. Also, the compliance highlights this adheres to land development code 3-33(c). It ensures compatibility with existing land uses. It maintains community character and it prevents potential land use conflicts. On the next slide, please, ma'am. So, this is just a blown up view of the zoning districts. You can see outlined in white, that's the subject property that we're discussing. Directly to our west, we've got Residential B of a higher density. To our south is P. U. D. directly abutting our property line of a higher density.

And then again, we've got the Agricultural Residential, which is the current zoning to our east. Um, it is separated by Old Hard Road and Agricultural Residential to our north. On the next slide. [00:10:00] Um, we understand and we acknowledge that the main concern this far, uh, with everyone that we've spoke with, the Planning Commission and the residents have been traffic concerns.

We understand that Old Hard Road is a two-lane road, and it experiences some major congestion during peak hours, uh, particularly due to the St. John's Classical Academy pickup and drop, uh, drop off times. So, with that, we have proposed some improvements directly in front of our site, and we're committed to constructing a deceleration lane in a right turn lane in as well as a centered left turn lane in which would effectively widen this portion of Old Hard Road in front of our site to four lanes.

Um, hopefully, we've heard from some of the residents, hopefully what this will do is help out with, you know, when folks are turning right, it's not going to cause any sort of queuing or backup. If there are emergency vehicles that need to get by, currently, the side of that road, the shoulder or the lack of a [00:11:00] shoulder.

It's a swale. So, what we'd be proposing is to fill that swale in, culvert it, solidify the shoulder and provide a sidewalk across the entire front of our development. We've also spoken with Staff recently. We're agreeable to extending that sidewalk all the way from our development to County Road to 220 and whatever improvements or culverts and swale fill-ins that are required with that project.

Um, yeah. And then if we could go to the next slide, please, ma'am. So, with that, we have a letter dated October 3rd from FDOT. One of the planners from FDOT that states that there should be no adverse impacts from our development. And then we have a supplementary letter from Chindalur Traffic Solutions.

This is a traffic engineer. Um, he has summarized that our safety enhancements will reduce rear end collision risk. Separating turning vehicles from through traffic, providing dedicated space [00:12:00] for vehicles waiting to turn. It will also optimize traffic flow by improved visibility, better line of sight for drivers assessing traffic gaps, clear paths for oncoming traffic operational efficiency.

It's going to eliminate lane blockages. Left turn vehicles will no longer have to stop for through traffic preventing single. I'm sorry, preventing single vehicle from causing widespread congestion. Also, the specific benefits of this are minimized head on collision potential with left turning vehicle wait and designated lanes, clearer, safer paths for oncoming traffic, and then the capacity improvements we're increasing the roadway efficiency, separating turning from through traffic, smoother traffic movement and reduce travel delays.

I'll submit this into the record. He goes into far more detail. I'm trying to condense this down and meet the five minutes. If we could go to the next slide, please, ma'am.

Chair Condon: You're pretty far over. Going on 20 minutes. So, if you can kind of wrap it up soon, that would be great.

Alex Moldovan: Yes, [00:13:00] ma'am. Okay. So, the County road improvements.

We've heard a lot about traffic. Um, there are improvements that are on the way. Um, I've heard that we are already under construction on the proposed signal at Lakeshore Drive, which is just west of our intersection of Old Hard and County Road 220. There's also major improvements in terms of a right in and right out only on Old Hard Road, which would mitigate any of the traffic coming down Canova, heading west, and wanting to turn left onto 220.

That will no longer be an option. Um, something else that's in the pipeline is widening of Canova Road, which should help with, again, with the school queuing and traffic issues. Next slide, please. This is a, um, an exhibit that zooms in on the improvements that are planned for Old Hard Road and County Road 220 that was provided by Staff.

You can see here they're going to be putting a solid median that allows for, uh, only a right turn out and a right turn into Old Hard Road. [00:14:00] You will still be able to turn southbound onto Old Hard Road from County Road 220, but there will be no allowance of a left hand turn westbound onto 220. Next slide, please.

Thank you. This is the traffic signal that's planned at the Lakeshore, uh, intersection. And the reason I bring these up is because these are the major intersections that surround our proposed development. Next slide, please. This is the letter from FDOT. I've got highlighted here where, uh, the planner, Jacob Linton, has determined that, uh, there is adequate capacity to accommodate the trips generated by our proposed development, and FDOT does not anticipate any significant adverse effects from our development.

Next slide, please.

Next slide, please. Thank you, ma'am. This is a letter of support, which I'll also submit into the record from our civil engineer on record Toco Engineering. They've gone over our efforts for flood resilience. Um, we've incorporated a [00:15:00] compensatory pond for flood storage, exceeding regulatory needs, a proactive step to mitigate flooding risks and support local environmental resiliency.

Uh, we've got the, um, uh, we've exceeded the stormwater management requirements. The traffic alleviation and our commitment. Maronda Homes prioritizes community well-being, environmental responsibility, and collaboration with local stakeholders. Next slide. Please. So, the evidence supporting our request, we have a strategic alignment with precisely meeting the requirements of the Rural Fringe future land use category.

We achieved 100 points out of the 80 points required for the density that we're requesting, and it supports Clay County's comprehensive growth strategy, which is outlined in the Staff report. Infrastructure

readiness. FDOT confirms that there's capacity. The school district provided a letter in the Staff report that also concurs that there is school district, uh, educational infrastructure capacity on all three levels, the elementary school, the middle school [00:16:00] and the high school.

We've got letters from both utility authorities, um, declaring that there is availability and it's directly in front of our site. Um, we also have, um, expert engineered access improvements planned. We're agreeable to work with the County to come up with more solutions for traffic issues. Um, we've enhanced the safety turn lanes.

We've got letters saying there's no adverse effect of our traffic. Um, for market intelligence, we've heard several times that Commissioners would prefer to see larger lots. I mean, this is something that we've put a lot of research into. Our research is telling us that larger lots just are not in demand in this direct area right now.

Um, we are seeing we are seeing on. I mean, you can look at different MLS and real estate platforms. There's one house in particular right here in Fleming Island on 1.28 acres. It's been on the market since September of 2023. It's witnessed a reduction [00:17:00] in price by \$400,000 and still cannot sell. Um, there's tons of research that shows that a moderate sized lot and a moderate sized price point is what's in demand in this area.

So, the key endorsements, we've got a Staff recommendation for approval. We've got the Community Advisory Committee supporting this with a recommendation for approval. FDOT says there will be no adverse impact, and the engineering professionals have also validated that as well. Next slide, please. So, with that, I just I'd like to thank you guys for your time and consideration.

I know that there's going to be a lot of um, there's going to be a lot of talk today about traffic issues and compatibility. Um, we're here to help. We're here to talk about solutions. We would like to take our time with this. We're willing to speak with Staff. We're willing to speak with you guys as the commissioners and come up with a solution.

So, um, please consider it. That's all we ask. And I'll stand by for questions. Thank you all for your service.

Chair Condon: Okay, thank you. Thank you. Are there any questions for the [00:18:00] applicant or for Staff? Okay, thank you.

Commissioner Renninger: I have a question for Staff.

Chair Condon: Okay, Commissioner Renninger.

Commissioner Renninger: The improvements at Old Hard Road and 220 Uh, what's the timeline for those?

Jenni Bryla: They're currently being staged right now, but Richard can give a more definitive timeline.

Richard Smith, County Engineer: Uh, Richard Smith, uh, County Engineer. The utility relocations are going on right now. So you'll see there's some activity taking place now. The official start date that begins the 300 day construction process is January 6th, [00:19:00] 2025. There is activity now that is moving, uh, electrical lines and other utilities, so.

Commissioner Renninger: For both projects? Beginning in January?

Richard Smith: Yeah, that project is the Old Hard Road, is the Lakeshore Drive West signal, the Old Hard Road, uh, intersection revision, the Arena Road. Median break is eliminated and, um, and there's some, I think that's, that's, those are safety improvements that are federally funded.

Commissioner Renninger: And I guess my question, the other question is, the Old Hard Road improvements were precipitated by, for what and why, why are we doing this?

Richard Smith: Accidents. High rate of accidents. There was a study done. Actually, the, uh, the grant went as far as to add lighting along there.

We heard some word from the Eagle Harbor community about lights. There's no other lighting on any other County roads. You see lighting on [00:20:00] 17, Blanding Boulevard, Kingsley Avenue. Those are state routes. There's very little lighting on County roads in the main line other than intersections. And, uh, that was removed due to, uh, the neighborhoods push back a little bit

Commissioner Renninger: And the right in right out is going to necessitate a U turn to go eastbound?

Richard Smith: You're going to go westbound if you if you're on Old Hard Road and you want to go Westbound towards Whitey's, Middleburg High School, Blanding Boulevard. You have approximately a 3, 900-foot u turn to make There will be no median opening at Arena Road. There will be a new fire station place there. I'm expecting and I look to the undersheriff.

I expect enhanced enforcement because I think you'll see some people that will be brazen enough to use our emergency access only, like you see on Interstate 10 and Interstate 95, to shorten that U turn. I hope it's a significant deterrent when [00:21:00] you send the check to the clerk's office. But it is, it turns out to be about a 3900 ft U turn up to Brookstone Court. So,

Commissioner Sgromolo: Mr. Smith. So sorry. Chair if I may.

Chair Condon: Commissioner Renninger.

Commissioner Sgromolo: Mr. Smith.

Chair Condon: Uh, Commissioner Sgromolo. I'm sorry

Commissioner Sgromolo: Sorry. Has and, um, have, has the final determination been made for Old Hard, what I would say, West towards 220 block off River Bend? Uh, have we made a final, like, is that going to be traffic stanchions? What's the, what's, where are we at with that?

Richard Smith: Uh, we got our I've been on that subject with, uh, the previous commissioner as well as one, one neighbor, one resident contact me about a year ago. I instructed him to let's get a unified voice. There's 71 homes in that neighborhood. I said, give me a unified voice.

What do you really want? Do you want it? And the other 70 don't want to close it. The, uh, the little the road, their Little River Road is about 150 ft long. So, it's short enough [00:22:00] that if we closed it, yeah. You can legally back up a fire truck, according to code. The fire department and any emergency services are always hesitant on closing any existing access.

It does meet our criteria under 100 lots. So, while they would caution the residents, this is a This is a, this is a will possibly change emergency time. But you know, you need to wait. What do you want? Do you want the traffic to cut through traffic or do you want to possibly have a few extra seconds on your emergency response?

Commissioner Sgromolo: Sure. And I think not necessarily cutting the entrance totally off, just cutting it off from westbound. You know, where the fire station is, you would still be able to get in from 220. If you if you took a right.

Richard Smith: We've got some pretty brave drivers on Old Hard Road, I've noticed. And I thought about even putting in a barrier like you see separating traffic on the Doctors Inlet bridge.[00:23:00]

I really believe they'll pull out, possibly make a U turn into oncoming traffic on 220 and still go that way. I really feel like it's going to take either a permanent closure with removal of pavement and replacement, maybe some landscaping. Or we could work something out with the H.O.A. To see if they would want to purchase a gate and have it to where there's a knocks box on it.

Knocks box is a box that the fire department has access to and can open it. They could be open like an emergency situations for evacuation and stuff. But you would not. It wouldn't be a gate that you can wouldn't be The orange and white barriers that you get out and move. We've seen people move barriers to cross the railroad track crossing on 209.

They're brave, brave drivers in this County and we're talking about something permanent. Commissioner Sgromolo.

Commissioner Sgromolo: Yeah, I've had some river bend residents reach out. So I look forward to the further discussion with the community to find out what's going to be best.

Richard Smith: We're we've been in. We've talked about it [00:24:00] since this project came up.

It's just we never got official confirmation from any homeowner association represented until last Tuesday.

Commissioner Sgromolo: Perfect. We'll move the ball forward together.

Richard Smith: Thank you, sir.

Chair Condon: And, um, no, sir, you can't come back.

Alex Moldovan: Madam Chair, I'm so sorry. I got, I got.

Chair Condon: You can't, you cannot come back up. You are, your time is up now. Thank you.

Alex Moldovan: I have one other speaker for the project and I, I got so caught up in condensing the presentation.

Chair Condon: Well, if we need to hear from that person, we will, but, um, your time is up. You went way over your time. You went more than 20 minutes. So I'm going to move on. But thank you.

Alex Moldovan: Thank you, Madam Chair.

Commissioner Renninger: Chair, I have a question for public safety. I noticed Chief Motes came back. So there's a good question for it. We have one ingress and one egress. We have a single entry to this development. I thought we needed two.[00:25:00]

Jenni Bryla: There are actually three, sir.

Commissioner Renninger: I know. Haha.

Dave Motes, Acting Fire Chief: Uh, Dave Motes, acting fire chief for public safety. So, I believe this area in question has 70 homes? 70 units or more? More?

Commissioner Renninger: No, 156.

Dave Motes: 150? Then that would be correct. You'd have to have two.

Commissioner Renninger: Well, we have what kind of we have 3. We have 2 crash barriers. Tell me about a crash barrier, whatever they're called.

Dave Motes: A crash barrier?

Commissioner Renninger: Well, what do they call it? What's the formal name?

Jenni Bryla: There's 2 stabilized grade access points, and then there's 1 entry point into the..

Commissioner Renninger: There's 2 what?

Jenni Bryla: Stabilized grade. So, it's not just a sidewalk or..

Commissioner Renninger: Isn't there a gate there though?

Jenni Bryla: There would be a gate. Yes, sir.

Dave Motes: Yeah. So, um, gates are never preferable. Um, they come with a myriad of problems, whether that be with a key that we obviously have a lot of [00:26:00] different trucks in the County, and they can be coming from different areas.

Always preferable to have at least 2 entrances and exits. It's not just about having 1 way to get there versus another way. It also has to do with when we put a lot of trucks into an area. It tends to back up and we can come from the other way to be able to get up to where that situation that's occurring.

So um, we're, we're, unfortunately we're never going to be a fan of either closing something off or, or making lesser.

Commissioner Renninger: Okay, thank you.

Dave Motes: Yes, sir.

Chair Condon: Other questions for Staff? I Had one: Jenni, I thought that from two meetings ago this was discussed during a commissioner's comments and and I thought my recollection was that the citizen advisory committee did not have a quorum and therefore they didn't actually have an official approval.

Jenni Bryla: Um, that's correct and it was in my presentation.

Chair Condon: Okay.

Jenni Bryla: They they only had two members there, but both [00:27:00] members recommended approval.

Chair Condon: Okay, but only two?

Jenni Bryla: Yes, ma'am.

Chair Condon: Okay, that's good information All right. Any other questions for Staff? All right. I have 26 cards Um from the public, um to speak on this item. We want to listen to every single one of you if you

want to speak um, but also don't feel like you have to. If or if you can get up and say someone else said what you had to say and you say your name. We're good with that too, but you do get three minutes and but don't feel like you have to make us stay here all 80 something minutes if you feel like we're getting our point across, but I want you to know we want to hear you We know you all showed up for this tonight.

Our first speaker is Mike Burns and following Mr. Burns is Matthew Cunningham and I'll kind of try to do that if we can kind of try to keep it moving

Mike Burns: Mike Burns, 72 Old Hard Road, Fleming [00:28:00] Island. Thanks for the opportunity to come before you. I rise, excuse me, I rise in opposition to this proposed zone rezoning. The first and main issue is one of public safety. The subject corridor in its present condition does not lend itself to an increase of over 300 trips per day that this subdivision would generate. In order to increase the capacity on this roadway, it would be necessary to increase the speed limit as there is a direct correlation between speed and capacity or widen the roadway. Of which neither is a workable solution. The roadway width meanders between ten and a half and eleven foot lanes with a twenty five mile an hour speed limit. It has no walkable area, is devoid [00:29:00] of sidewalks, and has open roadside ditches.

From the edge of pavement to the front slope of the ditch is two and a half to four feet wide. There is evidence pavement failure on the travel lanes east and west of Cattle Gap Lane, which could be attributable to St. John's Classical Academy. At the time of the formation of the academy, there was no traffic study performed in order to determine how an insane amount of traffic would impact the residents of Old Hard Road.

Currently, there is under construction at the academy a gymnasium of huge proportions, which most assuredly would be utilized for night programs, further increasing the traffic. Old Hard Road serves as a cut through for traffic going to Thunderbolt Elementary, Fleming Island High School and [00:30:00] ST John's Classical Academy.

Not to mention Black Creek at Eagle Harbor and Fleming Island Plantation. The proposed construction of County, at County Road 220 and Old Hard Road will, in this speaker's opinion, serve no useful purpose in eliminating traffic volume. To the contrary, it will further increase the probability of accidents with traffic cutting through the subdivision at Little River Drive by the addition of a new red light at Lakeshore Drive.

In view of the items offered to deny this request, we would submit that this would constitute competent, substantial evidence that the traffic quarter cannot sustain any more traffic. This rezoning serves no compelling public purpose or goal, and the consequences of an [00:31:00] affirmative vote in this matter will have an impact on our neighborhood long after the last lot is sold, the last house built, and the developer cashes their checks.

Chair Condon: Thank you, Mr. Burns. I appreciate your time. And before Mr. Cunningham speaks, I should open the public hearing that I forgot.

Commissioner Renninger: We knew what you meant.

Chair Condon: A little rusty. Okay. Um, Mr. Cunningham and after Mr. Cunningham is Ms. Sherri Chase.

Matthew Cunningham: Good evening. Um, Matthew Cunningham, 1856 Cross Green Way, Fleming Island Florida 32003. I live in the subdivision that's the larger one at the east end of Old Hard Road. So,

I'm right in the middle of the Thunderbolt Elementary drop offs, the Fleming Island High School drop offs, as well as the St. John's Academy. It is extremely difficult to get in and [00:32:00] out of that big subdivision during the peak hours in the morning and in the evening. I don't see how this builder can get up here and say, adding 300.

If you build 156 homes, many homes now, even though they're single family or multi-generational, we have two to three cars per household. So, you're talking about 300 to 450 more cars living within the Old Hard limits. That road cannot sustain that kind of traffic right now. So, I'm strongly opposed to this, just like everybody else.

Plus, there's, you know, you're going to hear everything from drainage issues to wildlife concerns, but it's about, it's really about what I'm standing here is I'm asking you to deny this request because it's about quality of life of myself and the other residents that live on Old Hard Road. It's not about bringing in 156 homes just because [00:33:00] a builder checks all the boxes and says, this is a great thing to do.

It's not a great thing to do. That's why we're all out here and we want to take up 78 minutes of your time. Thank you.

Chair Condon: Thank you. It's well worth it! Thank you. Mr. Cunningham. Next, we have Ms. Sherri Chase and then we have Mr. John Bagby.

Sherri Chase: I'm Sherri Chase. I'm at 83 Old Hard. I am catty cornered across from the proposed development. As you have heard, and you will hear how bad the traffic is. Um,

my mind just went blank. Oh, my goodness. Um, all I was thinking of right as a second is what he just said, talking about multi-generational homes. And I think about I had asked about having getting our mailboxes on both sides of the road and we still don't [00:34:00] have, you know, mailboxes so both sides of the road, no one's contact me about it either.

And, um, my 90-year-old father lives with us. He can't get to the mailbox hardly at all. Very nice neighbor, Mr. Burns, he has helped my father get the mail because the traffic is speeds up and down. And when the developer talks about this being the Rural Fringe, you know, I love that. Um, at one time this was Rural.

And we wanted to have the road paved. We got the road paved, but all of the exterior developments, the subdivisions, are surrounding the one acre lots. And our life, we can't, it is so difficult. It is so difficult to live there now. Between the hospital going in. Up and down the ambulances also race down that road and I want you to, I haven't checked, [00:35:00] but if you ask the hospital how often at that Baptist Hospital the emergency ambulances go down, it is often, especially at nighttime.

I have a big leaded glass door and you can see the lights come in. Looks like Christmas. But anyway, I'm asking you please to consider all the people that already have built and invested out there to please consider our lives. I mean, the others are potentials. We live there. We've already invested in the area, and we're asking that you say no and deny this subdivision.

Thank you.

Chair Condon: Okay, thank you. John Bagby, and next is Jake Fuchs.

John Bagby: Thank you, uh, John Bagby, 71 Old Hard Road. Uh, you're going to hear a lot about traffic. Uh, the traffic, uh, is a problem. Um, the pedestrians walking along Old Hard Road have no sidewalk. I heard developers say that he would extend that the 220. Looking at an aerial map here, it's about 10%, if

that of Old, Old Hard [00:36:00] Road that would have a sidewalk. Um, I've witnessed. I actually got photos, if anyone wants to see it, of of pedestrians walking and they have to choose between a ditch or get struck by a vehicle. Obviously, because it's a two-lane road. If two cars come at the same time, nobody can give kind of the shoulder right for the pedestrian.

So, he has to jump in a ditch. I mow my ditch in front and I've I've had traffic come by. They're coming by the same time and it's it's a very dangerous situation. Um, a couple of key statistics. The, uh, the stretch from, um, 220 to Canova is about a one mile stretch. There's 74 homes currently to dump onto Old Hard Road that includes development Admiral's Inlet.

This, uh, 156 home addition would be over 200 percent increase to an already congested road. I'm sorry. I don't care what the FDOT says. This road cannot handle it. I would like to invite that person over for dinner and have them watch all the traffic and look at the condition of the road as as asinine that they they they are.

That, um, that statement was made. [00:37:00] Um, you know, you'll hear discussions about wildlife. Someone will mention. I'm not gonna talk about that. Flooding blue, green algae blooms is already at issue on swimming pen and doctors inlet doctors Lake. Excuse me. So, um, that's going to be exacerbated by this development.

They're going to adhere to St. John's management district for what for water quality requirements. However, that's not going to stop all the fertilizer. It's going to enter into the system. So it's going to exacerbate that issue flooding. Um, obviously they are adhering to that. But every time I'm telling you right now, every time a hurricane comes through, you're exceeding the 10-year 25-year storm requirement.

Right now, we already have flooding issues. Every time a storm comes through, Whitey's shuts down, everyone that lives on swimming pen. You can see as you drive by over the bridge there, the flooding that's that's that's happening there. The, uh, developer said he's checked all the boxes. He's got 100 points of 80.

Well, if that were a case, you guys wouldn't have to be here, right? You're here for a reason. This is an atypical unique situation. Uh, the Old Hard, unfortunately, was not master planned. This area was not master planned. There's this Old [00:38:00] Hard cuts between 220 and 17. It's a shortcut. Everybody takes it. Um, unfortunately, the, the, the addition of the, um, the, the red light, I don't think it's going to do anything.

Honestly, I really think it's going to exacerbate the issue. People will find ways to do the U turn. I know what I heard what I heard the gentleman said about it's going to be an emerg.. that's a fire station going there. But it's going to they're going to cut through River Bend. I know that because I do it now when it's backed up.

Um, so, uh, just I implore you to deny this development. There are many reasons, um, that I I'm not getting into why we should not develop out this this road. And one last thing, they did not do a traffic study, but a study done by the Triple A Foundation for Traffic Safety says that every American driver makes 2.44 trips a day. A trip is twice on Old Hard. You do the math, that's over 500,000 trips a year. So, thank you.

Chair Condon: Thank you, sir. Mr. Fuchs, did I spell that, did I pronounce that correctly?

Jake Fuchs: I usually tell people there's only one wrong [00:39:00] way to say it?

Chair Condon: Okay. Well, how do you pronounce it?

Jake Fuchs: Uh, Fuch.

Chair Condon: Fuch. Well, see, the president of that university over in Gainesville that I don't talk about, um, is, he's Fox, but spells it the same way, but I try to, try good. And after, um, Mr. Fuchs, is, um, Ms. Emily Pate.

Jake Fuchs: Uh, good evening. My name is Jake Fuchs. I reside at 1925 Salt Creek Drive in Fleming Island.

Um, I think you've pretty much heard most people talk about the traffic being the issue here, and I just want to point out that the proposed changes, well, not proposed, but the actual changes to the intersections that will be taking place really won't do anything to improve the traffic on Old Hard Road.

I mean, the traffic that you're getting on Old Hard Road already is, I mean, sure, it's from the residents that are there already, but also from everybody heading like east from Middleburg and, uh, [00:40:00] Lake Asbury. Um, you know, they're going east and they're making that right. People will talk about them making a right on 2 wheels onto Old Hard Road from 220.

And so already we have a bad traffic situation there, and the developer's talking about these improvements that are, uh, going to take place to those intersections, but, um, that, that's not going to be of any, any help. Um, the other thing I, I'd want to point out is, uh, that the, we've already had tremendous growth in this area over the last few years.

Um, And, you know, you might rightly ask, why should this proposal be rejected when so many others have been approved? And as has already been said, it's about quality of life for people who are already there. And every community has to decide at what point to draw a line. Um, and I, and I think we've reached that here.

Uh, As it's currently zoned, we can put 60 more homes without having to make any zoning changes [00:41:00] and those 60 homes. Uh, I'm sure there's a lot of us here would probably object even to adding that many. But, uh, I think that there is definitely demand for nice homes on one acre lots. Um, just talking to my neighbors and my friends.

Um, there's there's plenty of people who would like to have, uh, you know, more space, uh, to, you know, yard for the kids to play in or have space to have a garage that can house a RV or a boat. Um, I mean, sure, people know that on Fleming Island, it's hard to find a boat slip if you've got a boat. Um, so people would like to keep boats on their property that currently can't in HOAs.

Uh, so I do think that there's a great opportunity for that property, uh, the way it's currently zoned. And we can still develop to an extent. In in a way that that makes sense for Fleming Island. Thank you for your time.

Chair Condon: Thank you. Um, Emily Pate and then after Ms. Pate is Andy Grimm. [00:42:00]

Emily Pate: Good evening, I'm Emily Pate, 1982 Cattle Gap Lane on Fleming Island.

I will tell you that most of my points have already been made. I would just like to keep this area to be a low-density housing area and keep it zoned as agricultural, but everyone else already took my points. So I'm happy about that. Thank you.

Chair Condon: Thank you. I appreciate that. Andy Grimm and then after Mr.

Grimm is Tim Patton.

Andy Grimm: Andy Grimm 124 Old Hard Road. I'm kind of ditto. Uh, traffic is terrible. There are three schools that actually every morning and every afternoon they drop off kids in the morning and they pick them up in the afternoon. The schools. stagger their their drop off and pick up times by like 10 minutes or so.

And so it's a constant backup on Old [00:43:00] Hard Road all the way down Canova both ways past Canova on Old Hard Road. And uh, so traffic is terrible. It can't hold anymore. And the other issue is the width of Old Hard Road. You can't widen it to, uh, put a sidewalk on it and, uh, so nobody can walk down Old Hard Road safely.

Nobody can ride a bike down Old Hard Road safely. And uh, that's it. Thank you.

Chair Condon: Thank you, sir. Uh, Tim Patton and after Mr. Patton is Cindy Marvin.

Tim Patton: My name's, uh, Tim Patton. I reside at, uh, 1973 Cattle Gap Lane, uh, Fleming Island, uh, 3203. Uh, I've been out there for 35 years, which I've seen a lot of changes, you know, over the, over the years. It used to be a dirt road, even then there was people that would speed, uh, [00:44:00] down the road, uh, when it was dirt.

There's a curb in the road there. Uh, there used to be a car in the ditch there. Uh, once a week, once every two weeks. So, uh, which now the police, they sat there at the end of our road, um, and try to control the speed on, on the, on the road, which, uh, the fastest one that I've heard of when I've talked to him is they stopped someone doing 70 miles an hour in a 25 mile an hour zone.

Which, uh, where I live, there's 26 acres there, and there's 10 homes on 26 acres. And, uh, which I'm opposed to this. Uh, the road will not have, will not handle it. Uh, all the traffic, um, which there's still people that speed. When the police sit [00:45:00] there, people blink their lights at them, they will slow down. But they don't sit there all the time.

So, uh, we do have a lot of speeders. I used to have a horse and I could ride, excuse me, I could ride my horse from my house to into Lakeshore Drive down to the boat ramp, no problem. I could ride all the way down to Black Creek through the woods, no problem. But, uh, now, I don't even want to get out there in my car because traffic is so bad.

I appreciate it. Y'all have a Merry Christmas.

Chair Condon: Thank you, sir. You as well. Um, Cindy Marvin, and then after Ms. Marvin is Jan Sykes.

Cindy Marvin: Good evening, Cindy Marvin, 1918 Swanee River Drive, Fleming Island, Florida. I live in the River Bend subdivision. Um, I, [00:46:00] like everybody else, I'm opposed to the development of this property. Um, our concern, as you've already heard, is the traffic issues. Already mentioned, um, by one of the homeowners is that our subdivision is used as a cut through to avoid the traffic that backs up on Old Hard Road trying to go out onto County Road 220.

Um, the safety of our Children in our neighborhood is of utmost concern. We have two bus stops that come through our neighborhood to pick up middle school and elementary school right at the corner of Little River and Swanee River. Um, Yes, we're going to, uh, come together as a community to decide what we need to do or recommend to that entrance into our subdivision on Little River.

Um, but at some point, there has to be an alleviation of traffic cutting through our neighborhood, um, to get to that traffic light in order to make that left hand turn onto County Road 220. Again, I can't say any more than what everybody else has said, [00:47:00] opposed to the development. Thank you.

Chair Condon: Thank you, ma'am.

Uh, Jan Sykes. And after Miss Sykes is Troy Patton.

Jan Sykes: Good evening. Uh, thank you all for having us. We appreciate it. Jan Sykes, 1918 Suwannee River Drive, Fleming Island. I am the, uh, HOA president of that subdivision, River Bend. Um, we are in opposition of this development for traffic and well, everybody's heard about the traffic and the flooding. I currently have eight French drains in my backyard right now.

I back up to, uh, Admiral's Inlet. So, I can't imagine another subdivision going in what I'm going to, I just have to riverboat it. I guess. I don't know. Um, you asked earlier about why there was such a, why we had to have a [00:48:00] traffic pattern change because of all the accidents that took place there on Old Hard Road.

and state road 220. However, what this is doing a right turn only is not going to alleviate the traffic coming through our neighborhood on in Little River because on Old, people not going to drive and make a U turn when you can cut through the subdivision and go to the red light and take a left. So, our whole, that whole street is just going to be nothing but traffic.

It's not only during, uh, school school times. It's like that all the time. And I experienced that yesterday for the first time. I wanted to be brave and get out there and I don't need to do that anymore. Once was plenty to see what that traffic was like, like on Old Hard Road. And it's, it's difficult to, um, imagine even more traffic on that [00:49:00] road when I mean, there's just so much of it there now. And I saw four people turn around while they were trying to get the County road 220 from Old Hard Road, turned around, went through Dr. Um, Admiral's and turned around, went back down towards Cordova. I guess they figured it was faster that way.

So, there's a people don't have any patience. We already know that. But my biggest again, our biggest concern is the fact that, uh, yes, we have, uh, school drop off school buses. They're right on Little River, right where people are going, uh, coming down there. And, you know, and I know kids don't stay in one certain spot.

They're playing in the road. They're playing all over the place. It is a safety concern for us as well. You'll hear from other residents as well from River Bend. Um, again, um, I've got a petition that we'll be addressing. Um, well, if we have to have an emergency [00:50:00] HOA meeting, we'll do whatever we need to do, but we've got to do something if it's just to block off that intersection, uh, and the old little, uh, I'm sorry, Old Hard Road and Little River and or do a right turn only from Little River onto Old Hard Road.

If we, if we need to do that for the school bus to come in and get out of there, that's fine. But we're up to suggestions. Okay. Thank you so much for your time. Merry Christmas.

Chair Condon: You too. Uh, Troy Patton. And after Troy is Cam Arnstorff.

Troy Patton: Troy Patton, 1964 Cattle Gap Lane, Fleming Island, Florida. Uh, I know you said don't normally ask questions, but I'll ask one question.

Feel free. Have y'all driven this road? If you have, raise your hand. If you know the road, then I'm not going to go through the traffic. You've heard the truth. You know the truth. Um, I do want to state one thing that no one has said. I'm certain it's in your notes. Um, all seven of your [00:51:00] planning commissioners recommend this for denial.

They also agree this checks the boxes, but this doesn't check common sense. Um, so I'm not going to go through too much of that. Oh, In the Florida, uh, land use, future land use, uh, codes, um, you can read in my email. I can verbatim it again, but, uh, net acres is supposed to take out, uh, water, uh, wetlands and 100 year flood plains.

The 100-year flood plain does not allow for this if you approved it at the three acre, three per acre. net acres because you got to take out about 20 acres. And if you keep it at the, uh, the current zoning, which is what I'm I'm for, that keeps it at 40 houses roughly. Um, I agree with the folks that are at the end.

The cut through that's going to be created is going to be a pain for them. And I don't blame them for wanting to cut that off. I can guarantee you I will be going through [00:52:00] that, uh, to make a left turn. I have family that live at Habersham Harbor right next to Whitey's. That's my father in law. Um, he, he, him and his, my mother in law watch our kids.

So myself, my three kids, my wife, my Uh, those those family members are going to have to make that right hand U turn, which again, I know that we're trying to protect the Western folks from fatalities. And that's true. Old Hard Road has had a fatality. I'm amazed it hasn't had any further. There is one gentleman that is brave as can be that actually still walks the road.

Um, I want to go. I do want to take just the last minute. Um, I know we're not supposed to be nostalgic, but I will go nostalgic on on this. Um, I'm 39 years old. I think for a second, 39 years old. I'm Tim Patton's son. I've been out there 35 years of my life. Every single memory is of this place. Um, my first memory [00:53:00] is a mobile home coming down cattle gap lane to go be a temporary home while we built our home, I knew Don Partridge, my grandfather and him were farming buddies. I remember farmhouse trades between the two. My grandfather raised cattle, but he didn't want to keep a bull. Don kept bulls. He would give some equipment, borrow the bull, have have calves in the summertime. Um, but I just wanted to take you down that route and remember what Old Hard Road is. Old Hard Road was Old Hard Road. It was a paved road back in the 60s. I'll stop.

Chair Condon: Well, thank you. I would have let you finish, but we we understand how you feel. Okay, Cam Arensdorf and Gil Hicks after Ms. Arensdorf.

Cam Arensdorf: Good evening, everyone. Cam Arensdorf, 1889 County Road 220, Fleming Island. Um, I am not going to beat the dead horse and talk about traffic or [00:54:00] safety or the environmental issues because I'm sure my neighbors will paint that beautiful picture for you, but I will say that, um, based on your last meeting, it seems like this board has kind of had a change of heart regarding rezoning.

I'll reiterate Commissioner compare saying you get what you paid for and I will kind of just go back to the sentiments from Chairwoman Condon that everyone buys a piece of property and then they run to the BCC and they want to rezone it and change it and make it best for their profits without really sitting down and looking at what the neighborhood needs and what the neighborhood would be okay with having and I think it's pretty clear that neighborhoods are not okay with having this much traffic added to our daily routine. Not only that, but this board did kind of disagree with the planning commission and vote yes for a medical office and stand alone ER right next to the school. And that is going to create more traffic as it is, but it's going to create an issue with ambulances coming down the road and trying to get where they need

to get and Old Hard [00:55:00] is still going to be a high traffic area and heaven forbid, there's an ambulance trying to get where they need to go and people are not paying attention.

It's going to be a catastrophe. So just trying to keep that sentiment in mind and trying to keep our neighborhood a little bit safer than it could be, I guess. Thank you.

Chair Condon: Thank you, Cam. Gil Hicks. And then after, um, Mr. Hicks is Todd Hopper.

Gil Hicks: Yes, my name is Gil Hicks. I live in 1945 Little Little River Drive.

I am the home that sits at the corner of Old Hard Road and right there 220. So, I probably respond to just as many emergencies. as your emergency crews do going out there to help any citizen that's been an accident at 220. So, I understand the concerns of readjusting the traffic patterns and stuff there.

But however, adding this community is just going to add more traffic. I know this is a overburdened statement has been overdone, overdone. But I will, I will ask you and knowing that now you're part of our commission there, [00:56:00] we need to shut off our road and our community is going to vote for that. I can guarantee you that I live with that home.

I watched 73 cars today. Cutting through our neighborhood that don't live in our neighborhood to make that loop. That was this afternoon. If I played tennis, I would make sure that I'd hit that ball right into that street. Every single time a car passes by who races through and I've said it at every meeting I've gone to that says, "Hey, I have kids on board. Please be careful." But they're the ones speeding through my neighborhood. They're the ones that are driving on two wheels. It is insane to me that the conversations about traffic, It's not something that's considered when we're talking about development, especially like this new school that gets built.

Never a traffic study. I know this is something that has to be taken up with the state, but it has to be put as an underlying statement with anything we do in the County moving forward or else we're going to be like St. Johns County where you can't get anywhere anymore. It's getting worse by the second. I don't disagree with development and those things, but I just [00:57:00] disagree with the fact that we need to take the time to step back and say, what effect is it going to be on the condition on your constituents that live here now? Versus what it is in the future. It can be about the almighty dollar at the end of the day. It's got about be about the people that are living there now. Thank you very much.

Chair Condon: Thank you, sir Mr. Hopper, and then after Mr. Hopper is Govinda Poor.

Todd Hopper: Todd Hopper 2175 Blue Heron Cove Drive Fleming Island, that's Admiral's Inlet just south of the I guess that would be west of the proposed development Everything's been said that I really want to say but I do want to reiterate a couple of things as well. Um The 179 initial homes were reduced to 156, and it was adequately said by somebody else that the traffic that would be generated would be over 780 trips a day from 2. 5 cars [00:58:00] per, um, resident. And it just compounds the traffic that's there now, which we were. We have such a problem right now. We cannot pull out of Admiral's Inlet after seven o'clock in the morning. You sit there and watch traffic go all the way to the stop sign. You look as far as you can see this way and his traffic lined up.

And if somebody doesn't want to let you out, you don't get out of your subdivision. That's how bad it is at Admiral's Inlet, and we're up from Riverbend. Now, if I make a left out of Admiral's Inlet and go towards 220, and I go towards Riverbend, and I don't want to get stuck for another 15 minutes between here and there, I'll make a left into Admiral into River Bend, and now when I make the left, there's cars coming in off of 220 at 45 miles an hour on two wheels and broadside collisions are very high potential there.

If that doesn't get sealed off, that could prevent that could exacerbate this whole situation even worse. Instead of having the fatalities out on 220, [00:59:00] they'll be at this entry to River Bend. So that's my observations. I go to work earlier than that. I get out of I'm I'm at work. It's 6 30 in the morning and I get out of the neighborhood before that starts.

But a couple of times I went in later, I was late for work because I couldn't even get out of my own neighborhood. So this this is a very severe traffic situation now. And, uh, I can't understand the F.D.O.T. Coming up with things that were stated that this is not a potential problem. It's absolutely a problem.

Um, and the other thing is, is that I saw a fire truck today trying to go down a road where there were cars that were trying to get out of the way, and he almost clipped the car because The cars couldn't get out of the way fast enough on Old Hard Road. There's nowhere to go. If you have to get a fire truck down the road in a hurry and they're all lined up like that, there's nowhere to go.

You can't pull off into a ditch. So it's really a potential [01:00:00] problem. Then you have the traffic coming in off of 220. You have a head on collision with a fire truck. This this thing is a disaster at best. And I am obviously not for this. I'm all for construction. And the neighborhood is so nice. If you drive down there tonight and look at all the beautiful decorations for Christmas, the big, beautiful lots and a big, beautiful homes on acreage.

That's what we need to continue in that neighborhood. Not what's proposed. Thank you very much.

Chair Condon: Thank you. Mr. Merry Christmas to you. Govinda Poor and after miss for is Kathleen Gaston or Gaston. However, you say it.

Govinda Poor: Hi My name is Govinda poor. I'm at 15 Old Hard Road and 1953 County Road 220. We have an acre of property at the very end of Old Hard Road. Um eight years ago when we sold our house in Oakleaf, we were really drawn to Old Hard Road because it offered the perfect balance of location and large lots without the development you find in other areas of Clay County. While [01:01:00] Fleming Island has Fleming Island Plantation, Eagle Harbor, Pace Island, Harbor Island, all the developments, we were looking specifically for something different something a little less developed. We love the farm feel of Old Hard Road with large Lots, beautiful custom-built homes and the sense of pride that comes with owning acreage.

There are few areas left like Old Hard Road. We've seen Old Hard Road change in ways that are hard to ignore. And I won't talk about traffic. Our once quiet road has become a main pass through for all the schools, as you've heard. With the increased traffic, it's not only an inconvenience, but it's a safety concern for our family and our neighbors.

We have a fenced property to protect our two small children, but that doesn't block the sound of cars rapidly accelerating to far beyond the speed limit as soon as they turn on from 220. Right in front of our house. We are used to the, "are you okay" text, as emergency vehicles often have to park on our property, tending to the crashes, the fatal crashes often that take place on the corner of Old Hard Road and 220. Old Hard Road has no sidewalks, no shoulders and we see the dangers that [01:02:00] walkers runners and bikers take daily, even the dangers to walk across the road and check your mailbox. This would only be increased with the additional 156 homes. We own 400 feet of frontage on Old Hard Road. And I joke that my husband has always trying to. Best yard on Old Hard. However, we have to be mindful of maintaining our front ditch.

Someone else said they had a few feet from the ditch. Old Hard Road is here. Our ditch is straight down off of Old Hard Road. Um, it's becoming increasingly eroded. We stopped trimming the plants right on

the corner of Old Hard Road because we can see the road crumbling away. Um, and we leave the plants in to allow the roots to maintain for less erosion. Living at the end of Old Hard Road, we also see firsthand the challenges of water drainage after any heavy rain. The ditches are filled with water flowing down from Old Hard Road going down to 220. Obviously right on our property. We worry about how the added development will affect those who live at the end of Old Hard Road and put us at increased risk for flooding and the erosion that has already began.

I [01:03:00] speak to you not as a concerned homeowner, but as a member of Fleming Island in the Old Hard Road community. We believe in the importance of preserving the charm, the wildlife, the large lots, and the residents who call this road home. We would all be negatively impacted by this neighborhood. Thank you.

Chair Condon: Um, Kathleen Gaston or Gaston. I know I'm butchering that. I apologize. And after you is Riley Repogle. Correct my pronunciation.

Kathleen Gaston: Gaston is fine.

Chair Condon: Yes, okay.

Kathleen Gaston: Kathleen Gaston 176 Old Hard Road we bought our property from the Canovas been there over 55 years I've never, never had any reason to stand in front of you until tonight.

It's the sheer volume of houses that they're talking about. I'm not against development. I enjoy the development we've had, but this is too much. [01:04:00] Thank you very much and Merry Christmas.

Chair Condon: Thank you. Merry Christmas to you. Riley Repogle and after Riley is Susie Broadhurst.

Riley Repogle: 188 Old Hard Road. That's, pretty much right at the intersection of Canova and Old Hard Road. Um, I'm going to pretty much copy what Miss Kathy said.

It's to justify a rezoning. I think you have to look at what pressures are being put. To say that we need to go from one house per acre to three, and I just don't think that's justifiable on Old Hard Road as it stands. If there is a way to develop this property that is at the current zoning capacity, it wouldn't need this meeting to happen at all.

And I'm sure you could make an absolute fortune doing that. But for some reason, the fortune wouldn't [01:05:00] be enough for some people. I'm against this rezoning. I think it could be developed as is. And I thank you for your time.

Chair Condon: Thank you, sir. Susie Broadhurst and after Miss Broadhurst is Danielle Deuce.

Susie Broadhurst: Good evening. It's Susie Broadhurst. I live at 1996 Cattle Gap Lane. We are the last house, um, on that street that abuts the conservation buffer there south to the southeast part of the property. Thank you again for listening to us all talk. I know we appreciate it. You guys are away from your family. I just dragged mine here so, you know, so that they can hear it as well.

Um, obviously traffic, we know. I won't even let my kids out on that road just for the safety reasons. Ours is from an environmental impact and flooding. Uh, I sent you all emails. I know some have responded, and I really, really appreciate that. Since we've moved, we're a military family.

We moved away and came back. We were gone from 2021 to 2023. So, we, you can imagine our surprise to the traffic, but also the impact that the [01:06:00] flooding has happened on that watershed back there.

Not only does it flood through the conservation buffer for environmental saving, but it also floods into our floodplain and into our house.

Our house did flood during Irma. It was completely renovated. Uh, you know, my husband's in the Coast Guard. That's our military background. Um, if it wasn't for him, I'm pretty sure our house would have flooded. And if it wasn't for our neighbors, the Marshall's who have this really souped up, you know, monitor for us for Um, we wouldn't know whether our house is going to flood.

I mean, Dave Marshall has literally down to an inch. It's like, if this reaches right here, your house is going to flood. Um, you know, but my husband has barriers that we put around the house. We also have, you know, got a \$20,000 plan to put these barriers up against our house. So the impact is great, especially with a, with a hurricane that didn't even hit us head on in this County.

So, if you go and take a look at those pictures, they're pretty significant because it does about that, um, as a local [01:07:00] veterinarian, you know, kind of moving from this current zoning into this PUD, I look at innovative ideas as a veterinarian. I'm not. Very, um, you know, agreeable to a dog park right there next to a conservation buffer, um, simply just because parasite control, you look at bacteria, viruses, you know, going from wildlife to dogs.

Um, if all pet owners were 100, 100 percent responsible, I'm pretty sure I'd be out of a job. Um, so that's kind of my, you know, take on everything. So, the biggest thing is obviously I'm in opposition to this, um, from an environmental flooding impact, innovative ideas, just the sheer volume. Nothing against the developers, nothing against the property owners.

Everybody has those rights. It's just not the right timing or the right place for this at this moment in time. And thank you. I really appreciate it because you guys are vital to kind of ensuring that we keep Clay County the way that we love it. Thank you. Merry Christmas.

Chair Condon: Merry Christmas to you and thank you for your family's service.

Danielle Deuce. And after Danielle is [01:08:00] Michelle Deuce.

Danielle Deuce: Hi, good afternoon. Um, I just have something I'm going to read. Um, my name is Danielle Deuce. I currently reside at 1915 County Road 220. Um, I grew up at 1958 Cattle Gap Lane and I now live at 1915 County Road 220. I used to ride my horses where Fleming Island Plantation, Black Creek at Eagle Harbor, and Fleming Island High School now stand.

I remember when 220 was a two-lane road and the nearest grocery store was seven miles away. To say I've seen Fleming Island grow is an understatement. Old Hard was once a dirt road that got graded monthly. It never flooded when I was younger, but as the area developed and schools were built, flooding became a regular issue.

The road became a busy cut through, and there were times we couldn't leave our houses because the road because the road was impassable unless you had a truck like vehicle. It took a fight to get the road paved, and even now it remains a narrow two lane road with ditches on either side and no sidewalks.

[01:09:00] Today we're facing the same fight to halt further development due to inadequate infrastructure. I was part of the full first graduating class of Fleming Island High. During my freshman year, my friend and neighbor Troy Um, he actually took me to and from school each day. Um, after he graduated, my mom actually quit her job to ensure that I got to school safely.

Um, this was because riding my bike on Old Hard was not safe. It was too dangerous. There were no buses then, and that's still the case today for my nephew, who also lives on cattle gap. He can't ride his bike to school because of increased traffic, safety concerns, and lack of sidewalks. His mom drives him, but what about the children in this new development who don't have that option?

With sidewalks without sidewalks or buses, how will they get to school safely? The risk to Children walking or biking on this road is significant. I currently live at 1915 County Road 220, which has a back entrance to old [01:10:00] hard. My mom and brother live less than a quarter mile away on cattle gap, but I can't even walk or ride my bike to their house because it's unsafe.

I have to go down to 20. And now they're actually cutting off my U turn to get to my house right there at Arena Road. So, hmm. Um, anyway. Um, once the emergency also, once the emergency room also goes in at Claude and Old Hard, I'll no longer have a safe way to even get to their house by bike or, um, by walking.

I'll have to drive there, no matter what. Um, flooding is another critical issue. Building in the flood zones is reckless and should have never been allowed under any circumstances. Residents of Cattle Gap and Black Creek have experienced firsthand the impact of poor planning. Fleming Island never used to have flooding issues, but now, after storms, roadways, marinas, and even homes are threatened.

Allowing more development in flood prone areas will only worsen this problem. The water has to go somewhere, and it's increasingly ending up in our homes. This could have been [01:11:00] prevented, but decisions driven by profit, have put our community at risk. The new development will exacerbate these issues, endangering both current residents and future residents.

So I oppose this.

Chair Condon: Thank you. Michelle Deuce. And after Miss Deuce is Mike Williamson.

Michelle Deuce: I am Michelle Deuce. I reside at 1958 Cattle Gap Lane. I started to just sit at my seat and say that everything's been said. Um, I've been living out there since we bought property in 1981. On Cattle Gap, which at the time was a no name. And I've seen a lot of changes. Um, I think the most, I mean the traffic is horrible.

Just, I mean, to even try to plan to get to a doctor's [01:12:00] office, you've got to, you know, leave really early. But my main concern is the flooding, because as Mr. Patton said, we used to ride horses all through what is now the Fleming Island Plantation. Um, we took a trip, we would enter the woods right there where Old Hard used to end, where all the electrical stuff is on the road. We would enter the woods there and this particular time we decided we were going to go right instead of straight towards Black Creek because we had brought all the way up to the bridge in Black Creek and Green Cove. We started going down that right side and we were just talking and not paying attention and all of a sudden I'm like, Oh my gosh, I said, we've been going downhill the whole time, look at all these cypress knees and all.

We need to get out of here. We're going to have a gator chasing us. Imagine [01:13:00] my shock when they started building the Black Creek, Fleming Island community back there. It is, I can't even imagine how that was ever pulled off. You've got Black Creek on one side of the subdivision planned community, and you've got the St. John's River Tributary or I think they call it, what is it? Swimming Pen. It's called a lot of different things.

We had never owned Cattle Gap. None of us had ever flooded until that community was built. And I would love for someone to find out how many houses in there flood. Because I feel like what now is

trying to be done right at my back door. Because I'm adjacent to the Partridge property. They're right there in my backyard.[01:14:00]

And I can just see more flooding. It, it's not suitable for that many houses. Not to mention the wildlife. There's eagles in there. I thought you weren't supposed to build where there were eagles. I mean, I've, I've seen the eagles come out and chase small dogs as I'm sitting on my back porch, so I know they're in there.

Anyway, it's just all very sad. Um, I hope y'all will sincerely consider turning this down.

Chair Condon: Thank you, Ms. Deuce. Mike Williamson, and after Mr. Williamson, we have Justin Deuce.

Mike Williamson: Thank you for having us. Uh, I'm going to be very quick with mine. Everything's been said already. But what concerns me more than anything else is safety for the neighbors, the people. We have elderly people [01:15:00] living real close to us. We have kids right down the road, beautiful children. They live right close to us.

We have families that live right off Old Hard Road on different sections. And that concerns me because one, it ain't going to be Uh, if, it's going to be when, when. You got to get an emergency vehicle to go to somebody's house and pick them up and take them to the hospital or something like that. That's going to happen.

It's going to happen. Ain't no doubt in my mind. My daddy used to say, I live, I was born and raised on a farm. He used to say, son, you can't get but 10 pounds of taters in a croaker bag that holds 10 pounds. Let me tell you something. We got 25 pounds of taters in that bag on the Old Hard Road and it won't hold no more for sure.

[01:16:00] Thank you. Merry Christmas.

Chair Condon: Merry Christmas, sir. All right, Justin Deuce. And then after Mr. Deuce is Steve Grant.

Justin Deuce: Hey, good evening, commissioners. My name is Justin Deuce. I've lived on Fleming Island my entire life. I've watched our community grow from the quiet area with a single blinking light on highway 17 and 220 to what it is today.

Uh, while growth has brought many positives, I'm really frustrated by the planning decisions that prioritize outside interests over the safety and wellbeing of myself and our residents. Growing up, Old Hard Road in Canova was a peaceful dead-end street. Since the development of the Plantation, it has become a chaotic secondary route for commuters.

River Bend. Welcome to Old Hard Road. Reckless speeding and unsafe passing are everyday occurrences, turning what was once a safe street into a danger zone with the addition of the St. Johns Classical Academy and the planned junior high school traffic and safety concerns have skyrocketed. My Children are [01:17:00] classified as walkers.

Um, they're expected to navigate this hazardous road without sidewalks, bike lanes or even shoulders for protection. This is not just frustrating. It's unacceptable. It highlights a glaring failure in the County planning that has consistently ignored the safety of its residents directly impacted by these decisions.

We've seen this kind of inaction before. It's not a hypothetical and we know what the cost is. When I was in high school, there was an intersection in Highway 17 and 315. It was notoriously dangerous. It was a

high school bottleneck for kids getting out of high school. And we all used to say, why don't they just put a red light there?

Why doesn't the County just do something? Well, you guys did and not you, but the commissioners at the time, um, it took the death of my classmate, um, to spur that action. And it was the price of his life for that change. Must we must we wait for another preventable strategy to spur action on Old Hard Road?

How many lives must be risked or lost before the safety of this [01:18:00] community becomes your priority? This County's historical neglect for the residents of Old Hard Road and Canova is unacceptable. Before the rezoning of any property along Old Hard Road and Canova, public safety infrastructure needs to be put in place.

We're talking about a sidewalk. It's it should have been done a long time ago. Currently, it's one home per acre. Anything more is It's reckless. Um, it is my strong recommendation that all remaining property on Old Hard Road that is agricultural remain agricultural with one home per acre. Rezoning efforts must stop the safety of our community should not should no longer be an afterthought.

We should not wait for another preventable tragedy to force change. Now is the time to prioritize safety, protect lives, and ensure the development happens responsibly and with the wellbeing of the residents at its core. The dangers are undeniable and the need for action is immediate. Thank you.

Chair Condon: Thank you.[01:19:00] Um, Steve Grant and after Mr. Grant is Paul Sorrell.

Stephen Grant: Good evening, Commissioners. Stephen Grant, 76 Old Hard Road. I am one of the properties that is adjacent to this proposed development. I am strongly opposed to it. Most of my comments have already been said tonight, and I just want to reiterate a few things. Um, It's not just an inconvenience where we live right now because of Old Hard.

It's actually not safe. Um, and on top of that, by building all these homes right next to us, we already do have some flooding issues. Anytime we have substantial amount of rain. Uh, all of that is going to become our problem. Uh, I am strongly opposed to this and I would like you guys to really think about common sense.

And one more thing just to kind of reiterate on top of the traffic [01:20:00] again. Um, technology is making these cut throughs available to everybody. So several years ago, not a lot of people were using Old Hard, but nowadays, with Waze and apps, uh, that, you know, show cut throughs. Even the Uber driver that was here this last week said that is now a defined path on all of these navigational aids.

I'm strongly opposed to this. Please consider this. Thank you.

Chair Condon: Thank you, sir. Paul Sorrell and after Mr. Sorrell is Jen Hertz, Hertel. I'm sorry, Hertel I think, I don't know. We'll find out.

Paul Sorrell: Good evening, Paul Sorrell 57 Old Hard Road. I get to be right directly across the street from this proposal. I'm going to beat a dead horse I'm going to do it from a slightly different perspective if you will.

So traffic should kill this period. [01:21:00] Everything that's been discussed is just lipstick. The issue is a couple of people have mentioned is volume. Until you deal with the volume or you do something really substantial and you create a four lane road there, which I am not a proponent of. Believe me, you can't get around this.

I'm talking to you about this from a perspective as a career law enforcement official. Including eight years as a chief of police in a very dense community that experienced exactly what is going on here. The problem as I said here is volume. None of the proposals And by the way, everybody's got a job to do.

I am not anti-development however, there's just some things that you just can't get around. What the gentleman spoke about earlier, uh, uh [01:22:00] making a left turn designated lane and all that, it does nothing to alleviate the volume. Let me share a couple of things with you that yesterday we finally were able to make a turn onto Old Hard Road and my house is about a quarter mile from uh 220. The traffic is backed up past my house. People had to let me in to my driveway. Uh, today I got the pleasure of watching a young man in a large lifted truck who got frustrated as people do. And he decided to drive, you know, in the wrong way. Right towards the intersection of Old Hard Road.

I was on my way here as a matter of fact. This is the kind of thing that you see and for years. I've just I just refer to it as combat driving. You're not going to change these people's their frustration. The turning it into a right turn only at 220 Is going to it's going to create a lot of problems because they will go down and they will make u turns I don't care how far they have [01:23:00] to go. It's just, it's what people do.

Uh, one of the things I've heard a common refrain here tonight is that there's going to be somewhere people are estimating because there has been no traffic study apparently, which I would think with something of this significance, that should have been a requirement in my opinion, but anyway, um, I think that's very, the numbers being tossed around tonight are very low.

My opinion, even with the reduction to 156, uh, dwellings, you're probably looking at somewhere pushing around 1000 vehicle trips a day. When you start factoring in how people live their lifestyle, that's that's what we're dealing with. So the bottom line is for me is that I don't see any way around the traffic volume issue and therefore traffic safety true traffic safety issues exist here and the things that have been discussed aren't going to cut it and as far as things like houses that won't sell [01:24:00] I've been in real estate as 40 years That's a red herring if a house doesn't sell it's just not simply not priced So, uh, that's, that's just the truth.

So thank you very much for your consideration. As you can see, a lot of people are passionate about this. And, uh.

Chair Condon: Thank you, Mr. Sorrell. And thank you for your service. Jen, her, Hertel, did I get it right? Okay. For the record, Miss Hertel has, um, is deferring. Everyone has said what she had said. So thank you, ma'am.

We have Angela Mallory,

Angela Mallory: Good afternoon. Angela Mallory, 2121 Blue Heron Cove Drive. Uh, first I want to bring up the, uh, Article 3 land use the definition of PUD and the reasons for a PUD. Stable environment character compatible with the surrounding areas. Um, [01:25:00] it was said that this is compatible with the surrounding areas in that, um, Admiral's Inlet and adjacent neighbors, the more denser of the adjacent neighborhoods are, um, three homes per acre.

Um, that's citing what the maximum of that zoning is not what is actually, um, for example, I live in Admiral's Inlet. I'm on a 3.74 acre lot. I know that's kind of an anomaly, but I don't believe we are developed to, um, three homes per acre. Um, as far as consistent with the density of the area. Um, I kind of did some math and I'm not really good at it, but, um, to the north, um, of the proposed development, it's proposing 15 homes currently on the other side of Old Hard Road

there are six homes, so that would be 15 to 6 to the west, proposing 26 homes on the western border. Currently, there are six. That's Admiral's Inlet, um, to the south, proposing 16 on that edge. [01:26:00] Currently, there are zero because it's a conservation easement. Um, of course, Black Creek Eagle Harbor is on the other side of the creek.

Um, yeah. And to the east, that's cattle gap proposing 20 homes. There's currently nine, but that would be bordering. So, as far as consistent with the, uh. With the character of the neighborhood that really doesn't seem that way. So we're talking 21 homes currently that would be adjacent to this development and 77 homes that would be touching the development. Regarding the traffic at the school traffic, I don't believe that the new light is going to change anything. My, my child does go to that school and as parents were directed to, we're actually, we must use Old Hard Road and then Canova to get into the school. We are not allowed to drop off or pick up our Children from 220 in order to alleviate traffic on 220.

So, um, having that that won't change anything with the and the school is growing the [01:27:00] gymnasium. It's not just a gymnasium. There's additional classrooms being built in there. So they're anticipating the student body growing even more in the near future for the school. So, um, just some observations this morning, uh, 7:10 a.m. I was on Old Hard hitting East West Parkway, backed up at that stop sign. I was passed by three vehicles turning into Pruitt Health, cutting through their parking lot in order to get on East West, make a U turn and head to the high school. And that's three vehicles going into oncoming traffic into Pruitt Health through the health care facility to make a U turn. This afternoon, taking my home, my kid home from school, I counted 13 vehicles at the intersection of Old Hard and at the stop sign. Old Hard and Canova that was backed up. Stop it waiting for the stop sign. Um, And I'd just like to reiterate, um, Commissioner Cella's sentiments at the last commissioner's meeting, um, where he did voice his vehement opposition to, um, [01:28:00] to this proposal. Thank you.

Chair Condon: Thank you, Ms. Mallory. Okay, I've got to figure out how to do the others of you, um, who came in. I, we think you came in after the swearing in. So, I'm going to say the names on the cards that I have, and if you have not been sworn in, Previously, can you please stand and we'll swear you in, and then we'll hear the, the final seven cards.

So, I have Shannon Schmidt, um, Margot Archer, Mike Diaz, Karen Davis. Oh, she says she doesn't feel the need to speak. Thank you, Ms. Davis. Um, Patty Watson, and you were [Watson speaks from the crowd]

Okay. Thank you, Ms. Watson. All right. Thank you. Ms. Watson. We have Carrie Marshall. Were you sworn in Miss Marshall? Okay. And Folks Huxford, you were, you're, [01:29:00] you're fine. Okay. So, you don't want to speak or you were sworn in. You were already sworn in. Okay. So, um, the rest, the three standing, if you want to swear them in.

Unknown Staff Member: Yes, ma'am. Could you raise your right hand, please? Do you solemnly swear or affirm the testimony you're about to give will be the whole truth and nothing but the truth. So help you God. You're appreciated.

Chair Condon: Thank you. Thank you. Okay. Next up is Folks Huxford.

Folks Huxford: Thank you. Folks Huxford, 1023 on Manorville Drive, Jacksonville, Florida. So, I'm from Jacksonville, not Clay County, but I did live here for 11 years. So, I do have a bit of a sense of the County. Um, I was asked to look at the criteria for the application as well as the compatibility question by Maronda Homes. Um, I, uh, retired last year after 26 years with the City of Jacksonville, serving the last 11 years as either Chief of Zoning or the Planning Director, and in [01:30:00] the course of my tenure

with the City, I have seen thousands, literally, literally thousands of zoning applications, and I can tell you I don't miss meetings like this at night. Uh, it's good to be retired. Um, so, or semi-retired. Um, so I have looked over the Staff report. Um, they did address the criteria that are involved in analyzing this. Uh, I do concur with their analysis and conclusions. Uh, they have recommended approval of this. Um, it does meet the comprehensive plan, especially the future, uh, land use map. Uh, there is no land use amendment going with this. It does meet the goals, objectives, and policies of the comprehensive plan as listed in your Staff report.

And as far as compatibility, um, compatibility doesn't necessarily mean the exact type of apple next to the exact type of apple. You could have different varieties of apple. Um, this is a request for single family development to go in abutting, not down the street from, but abutting a single family development of reasonably similar density.

[01:31:00] And, um, I think that that is a reasonable request. Um, times have changed. When I did live down here from when was it? 93 to 2004, uh, Old Hard Road was a dead-end road, and, uh, Fleming Island Plantation was an old airfield where people did drag racing. Um, it, it has changed, uh, with that, the, uh, Old Hard Road, and I may accidentally call it Old Plank Road, because I lived near there on the west side, but it was, uh, Old Hard Road, um, has now been connected into Fleming Island, and it has, in effect, uh, by permission of the County, become a cut through or even a collector roadway now.

Um, it, it certainly does need some, uh, improvements. Uh, I drove it tonight, um, first time I've ever been able to drive all the way through, and it was pretty busy. Um, but the criteria found in your code is what matters. And it meets the comprehensive plan, it meets the, um, goals and objectives. [01:32:00] Um, and I think it is reasonably consistent with the increasing pattern of development in the area. Back in the day there were no utilities. Now you have water and sewer availability. You have, um, road widenings, uh, developments in every direction. Uh, so this seems to be consistent with the pattern of development in the area. And it's my opinion, the Staff report is right and this should be approved. And I'll stand by for questions.

Chair Condon: Okay. Thank you, sir.

Carrie Marshall. And after Ms. Marshall is Mr. Diaz.

Carrie Marshall: Uh, Carrie Marshall, 1988, Cattle Gap Lane. Uh, I'm glad I spoke right after he just spoke. So, he just talked about the compatibility. This [01:33:00] is, um, first off, let me say thank you for hearing us out, um, it shows responsible governance. I will admittedly say that I, this is my second time coming here, I don't usually attend these.

The last one that I actually did attend was for this exact same meaning, uh, exact same purpose. In 2019, a different buyer came in here and met all the same criterias that were listed last time that he just went through. They met everything that was needed to push it forward, but after hearing the community, they were able to.

Not push it forward. So that's sort of what I want to say tonight. Um, everybody's already talked about the traffic. Everybody's talked about saturation. We've talked about flooding. We've talked about safety. We've talked about pedestrians. Uh, no sidewalk access. I wanted to bring up some of the things that the developer had presented.

He had said that he wanted to work with the community. Um, he discussed a memorial tree, uh, for Miss, uh, Miss part. Mrs. Partridge's sorry, [01:34:00] deceased husband. Um, I did want to bring up that the

original deed that Mr. Partridge had said that he did not want this land to be developed, that he wanted it to stay consistent with farmland.

So if we're going to talk about sentiment and things, I'm not sure that a tree actually covers what his original intent was with his, uh, original deed. The, they also discussed about, um, I also attended the planning commission board, uh, meetings in which the builder had said that. They were shooting for 1, 600 to 2, 000 square foot homes at a starting price of \$500,000.

And initially it was like 170 something homes and now it's down to 156. So, I guess my point would be, if you're talking about 500, 000 homes and 150 homes and selling them at that price, who is this really benefiting? It sounds like it's going to benefit the builder. I don't know how that benefits the rest of the community, the people that are currently living there.

So, I strongly oppose and I hope you will too.

Chair Condon: Thank you, Miss Marshall. Um, Mike Diaz and after Mr [01:35:00] Diaz is Margo Archer.

Mike Diaz: Good evening, ladies and gentlemen. My name is Mike Diaz. I live in 4635 Kangaroo Street, Middleburg, Florida. I'm actually standing up here because, well, this isn't my general area of where I live, but I am afraid for these people who live in this general area.

Um, it seems to me that the big issue now isn't just development. Like I'm huge and you know, strengthening your towns, your, you know, your cities, your smaller towns and making everything available to you that you need. But the issue is overdevelopment. Overdevelopment is bringing some flooding. It is ripping out some of the agricultural stuff here and just pulling away from the area.

It's pulling Florida out of Florida is what I'm essentially saying, um, the plants that absorb most waters and swamps in certain areas, uh, [01:36:00] they naturally keep flooding away from certain areas. Well, when that's gone, we've got houses that are flooded now. Um, you know, I'm I never used to be this way. Uh, but you know, in my past military experience, one of the key things that they always told us, don't mess with the environment, don't mess with the animals.

Well, if they're telling people that they are constantly training to hunt after the bad guys, don't touch any of this stuff, because it's going to harm you. Typically, that means something, and occasionally you do see the desert tortoise with some of these unit logo stickers on its shell. But that was for another time.

Um, we do have animals where some of the developers don't really care that they're on the land, that they're endangered. Uh, a gopher tortoise that we have here. Uh, \$5,000 fine if you kill [01:37:00] one, and \$100 an egg if the tunnel is destroyed. One developer told me, well, you can go ahead and mow and clear over the land and just ask for forgiveness later.

Really, they're just paying a small fine and dodging jail time. I'm completely against this. We've got Red Tailed Fox, black bear, deer, eagles, hawks, essentially everything in Florida that keeps Florida, Florida. Why are we going to destroy all of this? We're pulling away from what is home. It's agricultural land.

When I retired, I wanted to be a farmer. I'm a homesteader right now with dreams to be bigger. But when was it down upon, like, when was it looked down upon to want to do this? Why can't I grow food for my family on a one-acre lot? This is essentially stopping people from having [01:38:00] their own slice of the American dream.

This is taken it away. Thank you for your time.

Chair Condon: Thank you, Mr. Diaz. Um, Margo Archer and after Miss Archer is Shannon Schmidt.

Margo Archer: I'll keep this short and sweet. Margo Archer. I live at 2141 Blue Heron code drive. I just wanted to Say that everybody really touched some great points here tonight. Uh, the only thing I want to bring out again to bring up is when you're going down Old Hard Road, especially during those peak times, the traffic and we're not going to talk about traffic, but the roadway when emergency personnel wants to come through to go help someone, right now, it's a problem.

Can you imagine when all those homes are built and the traffic increases, the roadway? There's nowhere for anyone to pull off. There's no you to get out of the way to let a rescue or police personnel come through, you [01:39:00] can't drive into a ditch. Where are we going to pull off at to let emergency personnel get in?

This is what I don't have an answer. Does anyone have an answer? Do, do you have an answer? What's the answer? We're going to drive into a ditch? So, what I'm trying to say is, live's safety is at risk here. Let's think about that too. Getting through. I'm not going to go out into a ditch, I'm sorry. So, it's going to be backed up and somebody, people are going to lose their lives.

That's all I have to say. Thank you.

Chair Condon: Thank you, Miss Archer Shannon Schmidt.

Shannon Schmidt: Thank you all for listening tonight. Uh, we live at 89 Old Hard Road and we are opposed to this development. We have, um no immediate issues for it to be approved at the [01:40:00] one acre per homesite, but we do have significant issues that you have all heard multiple times this evening that we would like for you to consider. Thank you.

Chair Condon: Thank you. Miss Schmidt. All right. I will close the public hearing, and I will bring it back to the commission. Commissioner Sgromolo, this is your district. If you want to, if you have comments or if you want to make a motion, I'll entertain.

Commissioner Sgromolo: Yes, ma'am. Um, I'd like to start with some comments. Uh, and then, uh, followed by a motion unless my fellow commissioners have further comment.

But first, thank you so much to everyone that took time out of your, your evening to be here. I know many of you had to get childcare to be here and uh change your schedule. So, I really appreciate that. Uh, I've learned a lot about our district. This being my second County commission meeting, some of you, I'm actually going to follow up with after this to learn more about some of the opportunities that you're facing.

Um, you know, Mr. Moldovan from Maronda Homes. I appreciate the [01:41:00] conversations we've had about this project. Appreciate your professionalism. Maronda homes is a nice product, which as a County commissioner is something important. That is important to me. I even like the name Fleming Island Reserve, which was, which was good.

Ultimately, for me, though, this this project is is fitting a square peg into a round hole. And, you know, for us as commissioners, while we can't rewrite history, um, we can shape the future of our community. Uh, and that that is our job. And I believe that this is one of the most beautiful stretches of Fleming Island.

When you look at the zoning map, if you look at Fleming Island as a whole, the whole island, this is the only piece of green that's left on the entire Island. Um, I'm a big fan of choice. I really believe that people in our community should have choice. If you want to live in a P.U.D. We should have options for there. If

you want to live on a beautiful, you know, 3, 4 acre home, you may pay more for it now, but nevertheless, there, that should be an option. And I want to see that small charm, small town charm [01:42:00] remain in this stretch. Um, I'm in a little bit of a disagreement with the zoning compatibility. Three of the four immediate surrounding parcels around this parcel are not PUD.

The only one that's PUD is the one that's directly south, but north and east of this parcel are AR. Um, and uh, Cattle Gap Lane is something that, to me personally, I think is a great example of what would be a great fit for this parcel. Uh, acre plus lots, uh, on that that space. I appreciate Troy Patton's and Danielle's story of living in the area growing up.

I, too, grew up in Fleming Island. Uh, I may or may not have played paintball with my dad, uh, back in some of the underdeveloped areas, and that were some of my greatest, uh, memories with my dad growing up. But ultimately, five parcels becoming one big subdivision, I would much rather rather see this uh being split off and maybe five single parcels. Um, or, you know, ultimately keeping the zoning [01:43:00] as it is.

Uh, and I'm also a favor of personal property rights. Uh, Miss Partridge does have the ability to, uh, develop under the current zoning and that's something that I'm in favor of. So, at this...

Chair Condon: Wait! Don't make a motion.

Commissioner Sgromolo: No, I'm not. Yeah, I was going to say out of respect to the fellow commissioners.

Chair Condon: No, no, no. **I forgot to allow the Applicant to have his rebuttal time** and so he would like to have that. Quickly, please!

Alex Moldovan: Yes, ma'am. Thank you so much, Madam Chair. I just want to start with greatly thanking everyone for being here. Um, I know developers get a bad rep. I have the utmost respect for these neighbors. I too grew up very rural in the Blue Ridge Mountains of Virginia. The United States Navy and Naval Aviation took me away from that, uh, you know, by, by choice.

But, um, when I go back, my town looks totally different and it's heartbreaking. So, so I do, I do share respect for the neighbors' comments. Um, I'm not going to sit here and disagree with the neighbors. They know this area better than I do, but what I can try to do is [01:44:00] address the concerns. Um, for the timeline of the improvements on the roadway, we've heard from the County Engineer it's going to be starting in January. I'm truly hoping that this addresses a lot of those issues with congestion and traffic safety. We heard from the Fire Marshal. He does not like the idea of knock boxes on gates. We're agreeable to add a second entrance. We can certainly work that out. Um, the present cond.. somebody had mentioned that the present conditions do not permit for this development.

Well, what I want to mention is that if you all did feel compelled to grant us an approval tonight, that doesn't mean we get to go build tomorrow. Um, there's about a year and a half to 2 year timeline. We have to go through sub construction, civil plan review process. It gets vetted by your engineers. Uh, we have to, we have to present traffic studies and figure out what sort of improvements would warrant this level of homes.

Um, there's so much that goes into it. Um, we're here requesting a rezoning. [01:45:00] We have to, if this were to be rezoned, we would also have to go before, uh, the St. Johns River Water Management District for an environmental resource permit. We have to present a protected species survey. where they would identify if there are any protected species.

We don't get to mow and blow and then take the fines later. That's not how it works for us. We have to present that survey and we have to either exclude that portion of the land. Or stop development until it's outside of the mating season. There's so much. There's so much hoops. You have to go through and sometimes it turns out you may have the zoning, but you go for the environmental resource permit and it turns out that it's not a feasible development All that is still up in the air.

We're just asking for a rezoning tonight. Um, the peak hour traffic issue, we understand that. Um, you know We are agreeable to working with County Staff and the engineer as well as with you commissioners to come up with an offsites improvement agreement. Um, mailboxes. I've spoke with several of the neighbors on the north side of [01:46:00] Old Hard Road.

We're agreeable to doing something. If they can't get the mailboxes on their side of the road, we would agree to putting a covered mailbox kiosk with a paved shoulder for where they could pull off safely and check their mail appropriately. Uh, if if the County sees fit, we would put in a crosswalk across Old Hard Road.

We're agreeable to traffic calming measures, whether they're speed humps or a three way stop. All of this can get ironed out either in civil plan review or we're agreeable to continuing this and meeting with you all further. It's apparent that there's a lot more work to be done. It's in our best interest to make sure that we're putting our best foot forward.

This is not something that sells out overnight. We want to make sure that the surrounding areas support it. We want to make sure that the residents that come in early have nothing but good to report about it for future homebuyers. It's in our best interest to make sure we're addressing these concerns.

Um, ultimately, I've submitted into the record I mean, ample, uh, competent, substantial [01:47:00] evidence. We had the former chief of planning, current planning for the city of Jacksonville with decades experience, uh, explain that, uh, there is, uh, compatibility, you know, although we're going P.U.D. requesting P.U.D., the abutting property is RB. We are mirroring that conventional zoning district. The reason we went PUD is because it allows us to narrowly tailor this ordinance. We can put in different landscaping requirements. We can put in landscape complimentary landscape buffers, all these things we're going to put in berms within those buffers.

These help with visual screening. These help with environmental concerns. We're engineering the property. Um, you know, you experience runoff because there is no stormwater management engineering on this property right now. We're proposing an ample amount of stormwater management facility to help, hopefully help with any sort of flood risk.

Um, all this to say, I mean, I'd love to speak with you guys for another hour and a half. I respect your time. I respect everybody's time here. Everybody's [01:48:00] taken time away from their families during dinner time, on my account, I'm sorry to do that to you guys. I certainly do appreciate your service. And, um, with that, I would request a continuance. Um, preferably until May to see what happens with these road improvements. If these road improvements don't solve the issue, I mean, it may not be feasible for us to develop.

Chair Condon: Okay.

Alex Moldovan: But, at the very latest, I would request the meeting in February. This would allow us to conduct a thorough traffic study, get with County Staff, get with our commissioner, and figure out a solution.

We're agreeable to solutions. Okay. Thank you. Madam Chair.

Chair Condon: Alright. Now I'd like to hear your motion. If you still want to make it.

Commissioner Sgromolo: Yes, ma'am. Madam chair I'd like to make a motion to deny the rezoning on agenda item 18 for the Old Hard Road parcel.

Chair Condon: Okay, we have a motion to deny. Do we have a second?

Commissioner Burke: Second.

Chair Condon: Okay, we have a motion and a second now further discussion?

Commissioner Burke: Through the Chair. All right. This um, [01:49:00] man, I feel bad for you because second commission meeting. Um, but I am district 5, commissioner. I'm not sure if any of you know, but I have had this kind of thing come up to me over and over and over again. And, um, it's hard. It's a hard, um, hard thing to deal with. Um, my business is in Fleming Island have been had. I've had uh, business practice there for 25 years. Um, I know this area very well. My one of my ch.. daughters went to Classical Academy for a couple of years. We have some health issues and was very thankful for that school.

Um, but I definitely, um, I'm definitely concerned. You know, our our main objective is to look out for the safety of our citizens. Um, and I, the ditch thing, I mean, I I would bring in my daughter to school there many mornings, um, thought I was gonna end up in that ditch. And I, and I just was like, [01:50:00] wow, I just can't believe people, you know, have to have to live like this all the time.

And I have to think, you know, way back when. You know, we have, you know, we weren't back then. We didn't we weren't around back then as far as, um, being on the board. But, you know, what was this area meant to be? And I, you know, I I live, um, my district, we have a master plan. We have, you know, tons of development coming in, um, and that's what that area was meant for back then.

Evidently, they, they voted that the the residents were okay with it, but Old Hard Road, I mean, it doesn't take a genius to look and see that's not what it was meant for. Um, kids that live in this area should be able to walk to school. They should have a sidewalk. They should have, um, be able to ride their bike.

You know, I'm always, we have always lived kind of farther out and my kids always wanted to be those kids that got to ride their bike to school. And, um, you know, we are, we didn't live close [01:51:00] enough, but these people live close enough. Their kids are supposed to be able to get to school safely, but they can't.

Um, so now you're going to put 156 more homes where these kids are still going to have to find a way to get to school safely. These parents are going to have to get them there somehow, um, because the bus doesn't come there. Um, so I, I just, you know, I, I've asked the engineer, you know, is this road even possible to be widened?

Um, and, uh, to get two two foot shoulder and sidewalks on each side would cost approximately \$2.5 million. Yeah that's just, that's not even another lane. So, if you talk about adding another lane, um, then you're gonna have to go buy right away from residents, which, of course, is gonna be more money for the County.

When again, I don't believe that that's what this road was intended for. So, um, why, and I've asked, I've asked developers multiple times in my district. Why can't we have large estates? No, why can't we have

acre lots? There's [01:52:00] people that would pay over a million dollars, probably sell like hotcakes. And I, I've had people telling me that regularly, but yet developers refuse to even to consider that.

So, um, this is a perfect place for that. I mean, Unfortunately, the residents here, you know, this probably is going to be developed one day. But, of course, I would, I would definitely say that that would be the best way to go there if a developer would agree to that. So, um, anyway, that's, that would definitely, that's my, um, take on it and I, that's why I seconded the motion and I definitely would deny and I would not agree with a continuance. There's no reason. Um, it doesn't matter. Old Hard Road is still going to be the same Old Hard Road until we spend millions of dollars to widen it, to get sidewalks, And that's just not in our budget right now. There's no way we can even fathom that right now. So anyway.

Chair Condon: Thank you, Commissioner. Any other comments, comments this direction?

Commissioner Renninger: Yeah, I have comments.[01:53:00]

Uh, I feel strongly both ways, you know, we we set a policy and procedure to Uh, established, established zoning changes and, and I want to compliment the Staff. They did their job and they recommended approval. Uh, however, we, we have a P& Z board that just went the other direction, you know, uh, it was 7-0 and we have a couple of builders on that board.

They are very sympathetic to this process and the needs and wants of that of not only the homeowner, but the developer as well. But they won 7-0 against this. Uh, I'm gonna agree that this is a compatible rezoning request, but I don't think it's reasonable. Okay, we we have, I heard and we do have storm water issues.

We have sidewalk issues. We have safety issues up at, uh, up at 220 and Hard Road. I mean, we already have [01:54:00] those that we're trying to resolve. And just to add to it doesn't make sense. It doesn't pass the hello check for me. It's, you know, like I said, I, I feel for Riverbend, uh, because they're already a cut through and it's just going to be even more pronounced if this were to come in.

And, and back to a previous commission meeting, you know, this, this is zoned for residential. You can put residential on this property. It's just, we can't, we can't stop that really. But it's, it's, it's a density thing. It's, it's the overwhelming, uh, overtaxing of this, this, this, uh, this arterial, this road.

Is it arterial? I guess not. Or is it? It basically acts like one.

Jenni Bryla: It's a local road.

Commissioner Renninger: Local, but probably acts like an arterial.

Jenni Bryla: It's 25 miles per hour.

Commissioner Renninger: Yeah, yeah. So, so anyway, I can't, I can't support, uh, I can't support, uh, [01:55:00] development in this, this area.

Chair Condon: Thank you, Commissioner.

Alex Moldovan: Madam Chair, before this is denied, I would like to offer a withdrawal.

Chair Condon: No sir. No sir. Sit! [bangs gavel] You are out of order. Sit!

Alex Moldovan: We would like to withdraw the application.

Chair Condon: No, sir. We are not at this point in the thing. We, you, you asked for a continuance prior to a motion being made. I have a motion being made and a second, and I'm listening to. Commissioner discussion. So you are not at this point, you're out of order and you've been out of order several times tonight. So I'd ask you to please take your seat and then we will see where we go from there.

Alex Moldovan: So, Madam Chair, we cannot withdraw?

Chair Condon: At this point, I have a motion and a second and I'm listening to commissioner discussion on my motion and my second and I will seek legal counsel at the end of discussion. But I have not heard from one commissioner.

I have not given my comments. So, we are in the middle of a procedure that we try to follow Robert's rules and I have been very generous with you and your time tonight. So, I would please ask that you have [01:56:00] a seat. I don't want to have to ask to have you removed. Okay? And I apologize for hitting that so hard. Commissioner Compere.

Commissioner Compere: Um, it's hard to follow that.

Chair Condon: Sorry. I got a little. That was a little.

Commissioner Compere: No, no, no. I get it.

Chair Condon: Sorry.

Commissioner Compere: Um, so I will keep my comments succinct. Um, no, I'm joking. Um, I echo Commissioner Renninger's, um, point, um, in that I can see it both ways here in light of the conflict between Staff and PNZ, but I feel for you John because I was similarly situated, the rest of the board will probably remember, when I first came on Bear Run had a very similar situation come up and it was all of the same issues believe it or not.

I was Um, told traffic, flooding, safety, and Bear Run [01:57:00] deals with the high school Ridgeview being nearby and, um, Pinewood Christian Academy being on night box. So, we've, we have similar situations here and, um, and I found that the conflict existed then too, where PNZ was saying one thing and Staff was saying something different, um, and that, that conflict being what it is, uh, I defer to you because you know better than I do what's going on in Fleming.

Um, I could only, advise what I could see in my own district. Um, and at the time the board unanimously voted against the expansion only because, um, all of those factors, but also our issue was that it was multifamily so density was a huge factor in that conversation also and, um, It's it's hard because you do want to balance interests and um, tonight, [01:58:00] both interests were heard loud and clear.

Um, I, I hear you district one. You guys, um, were very, uh, impassioned about your position and I can respect that. Um, and the developer also very passionate about his project. Um, so I defer to you, John. If you're saying no, Commissioner Sgromolo, I say no too.

Chair Condon: Thank you, Commissioner. Um, my comments are, I guess, similar in nature.

I disagree on the compatibility. I agree with you. It's AR. The property is zoned AR. Um, you know, the one lady who lives in Admiral's and I don't even remember the names of your neighborhoods, but Admiral's something says she lives on three acres. And so you know that I did drive Old Hard Road. I drove it at 25.

But, um, I have a friend who got a ticket on there.

Commissioner Renninger: On two wheels though.

Chair Condon: No, I don't go anywhere [01:59:00] on two wheels. You don't want to get behind me. Um, ask Kristy. She drives the same direction I do. We live in the woods. I live in, in the, in Keystone Heights. And I live in the, the, a long way away. But you don't want to get behind me because I drive slow.

But, um, at any rate, I did drive it. It's a beautiful road. Um, But I disagree on the compatibility issue. I think that the comments that have been made have been poignant. Um, one thing that was very intriguing to me about you all is you're very thoughtful. Maybe this is because and I can't remember names, but I think it but to your point when you said this was brought up in 2019 so you all have had five years to get your thoughts together and decide what you're you know, what to relook at things and um and a lot of you said we're not opposed to homes being there.

We know it will become homes. So, the Partridge family, on our Staff report, it says that the Partridge family owns this [02:00:00] property now. They have their rights to sell their land and they have the rights to develop their land. I've said many times from this dais and I will continue to say that, um, the landowner's rights to have their land be their 401K is the is absolutely there.

I stand firm on that. Um, the Burt Harris Act protects that in the state of Florida, but I would defend that hands down. Um, but at the current zoning, you know, and I think that there's some people who have talked about whether that could be 40 homes or 60 homes. That would be a nice addition. I did talk to a few realtors um, that sell in the Fleming Island area. And nobody said that there's a lack of inventory, um, to sell homes. So it doesn't sound like there's not that there's a lot of demand for additional homes. Um, I was kind of surprised that the school can concurrency at all levels. Um, but I always wonder about that because that does that include busing to a different school that has, um, maybe, um, a little bit more, uh, [02:01:00] a little bit more capacity. Thank you. But at any rate. That being said I have heard from, it does anyone have additional comments on this motion and second, okay? Now, Courtney, we have a motion and a second, we also have the applicants request to withdraw after the motion and second. So, not to put you on the spot, but to put you on the spot. What should..

Courtney Grimm, County Attorney: I think it's your choice because you also had a request for continuance a request for that was before the motion, then you had the motion, and then now you've had a second to the motion. You've had discussion and during the discussion, you had the request to withdraw. So, I believe it's your discretion.

Chair Condon: Okay. And you also had a number of hours. I didn't count how many, at the planning commission. Where this was heard without a motion to withdraw there Um, we have so we have a planning commission voted 7-0 not to approve We have a citizen advisory committee that didn't have a quorum [02:02:00] and so I understand I appreciate Staff's work.

I appreciate that you do your job and and you have your opinion we've had different times where we have differences of opinion with planners also and you all are are very hard to find these days. So we don't we appreciate the work that you do. Um, we know that all the surrounding areas fight for you.

But, um, with that, I think that I will take the vote...on the motion in the second and then we'll see where we go from there. If we if the vote passes, we'll move forward. If the vote fails, we'll move forward with maybe a different motion. So, I have a motion to deny and a second all those in favor, please indicate by saying aye.

Commissioners: Aye

Chair Condon: Those opposed? Motion carries 5-0.

Thank you all for coming.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of Agreement with Airstream Ventures, LLC for Tourism Sports Sales and Development Services for a term of three (3) years from the effective date in the amount of \$6,800.00 monthly (\$81,600.00 annually).

Funding Source:

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

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Primary objectives for the Contractor are as follows:

- 1) Increase the number of sporting events hosted in Clay County that generate overnight stays and contribute to tourism growth.
- 2) Drive local economic development through expanded sports tourism opportunities.
- 3) Strengthen relationships with event organizers, sponsors, and key stakeholders in the sports industry.
- 4) Enhance Clay County's visibility and reputation as a competitive destination within the sports tourism marketplace.
- 5) Support seamless event execution and deliver high-quality experiences for participants, attendees, and partners.
- 6) Maintain and expand existing sporting events and partnerships that contribute to long-term tourism goals

Contractor will submit written quarterly reports to the Tourism Department and the TDC and will deliver an in-person presentation to the TDC on a bi-annual basis to provide information on marketing, event impacts, performance analytics, and challenges and/or opportunities for Clay County. Agreement can be renewed for two additional one-year terms.

Is Funding Required (Yes/No):
Yes

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

Funding Source:

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

Account No.:

FD1009 - CC1164 - SC548009

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

Planning Requirements:

Public Hearing Required (Yes/No):
No

Hearing Type:

Initiated By:

N/A

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	7/2/2025 - 5:03 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	7/2/2025 - 5:03 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County Commissioners

DATE: 4/15/2025

FROM: Megan Covey, Grants
Director

SUBJECT: Approval to submit the FY25/26 Annual Action Plan to the United States
Department of Housing and Urban Development to support infrastructure projects in primarily
low to moderate income areas of the County.

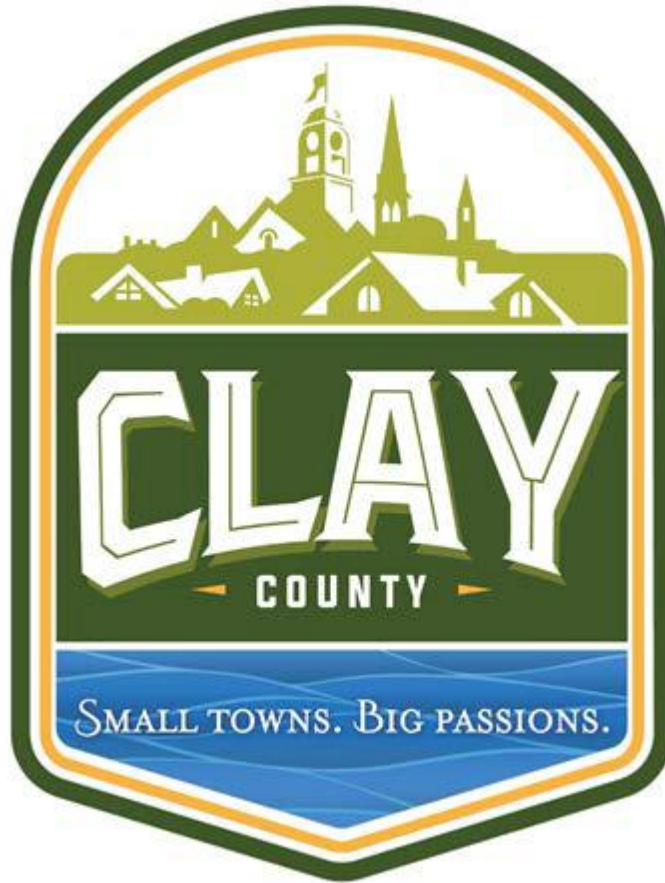
AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Annual Action Plan	Backup Material	7/3/2025	Annual_Action_Plan_FY25-26_BOCC_FINAL.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	7/2/2025 - 5:04 PM	Item Pushed to Agenda



Clay County

Annual Action Plan FY 2025-26

For the use of the Community Development Block Grant (CDBG)

U.S. Department of Housing and Urban Development

Executive Summary

AP-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

Clay County, Florida, is a rapidly growing suburban county located in the northeastern part of Florida, along the west bank of the St. Johns River. As a rapidly growing community, home to over 230,000 residents, Clay County is known for its strong sense of community, good schools, and safe neighborhoods. As an entitlement jurisdiction under the United States Department of Housing and Urban Development (HUD), Clay County receives federal funds from the Community Development Block Grant (CDBG) based on population size, concentration of poverty, and socioeconomic and demographic data. Every year, HUD requires entitlement communities to develop and submit an Annual Action (AAP). Clay County's 2021-2025 Consolidated Plan is carried out through its Annual Action Plan, which provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used annually to address the priority needs and specific goals identified by the 2021-2025 Consolidated Plan.

As approved by HUD, the County's 2021-2025 Consolidated Plan identified and analyzed community, social, and economic needs, especially within low to moderate-income (LMI) communities, and established multi-year goals to address those needs. Goals and strategies analyzing housing and community development needs and analyzing housing and economic market conditions and available resources. Clay County's allocation for FY25-26 is \$1,060,250.00. The priority needs of the County are addressed through activities developed in the Annual Action Plan that work towards accomplishing the established goals associated with the identified needs. By addressing these priority needs, the County can improve the quality of life of residents in Clay County.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Clay County has identified various activities they intend to utilize to achieve the objectives and associated outcomes required by HUD. The County intends to focus investments on the following eligible areas: Preservation of Housing, Code Enforcement, and Neighborhood Improvements.

Preservation of Housing

Housing rehabilitation includes homes owned by low- and moderate-income (LMI) residents.

Objective: Decent Housing - Provide funding for the acquisition and/or rehabilitation/preservation of housing affordable to LMI residents.

Outcome: Affordability-Housing Rehabilitated: 5 Households/Housing Units

Code Enforcement – Funding Not Proposed for FY25-26

Code enforcement in distressed neighborhoods is defined as more than 51% LMI in the County.

Objective: Suitable Living Environment - Provide funding for the payment of salaries and overhead costs directly related to the enforcement of local codes in deteriorating or deteriorated areas in Target Areas.

Outcome: Long-term Property Care

Neighborhood Improvements

Infrastructure projects in distressed neighborhoods are defined as more than 51% LMI in the County.

Objective: Provide funding for public facility improvements, physical improvements, and comprehensive neighborhood planning activities in Target Areas, and HUD-designated LMI areas to improve the quality of life and health of neighborhood residents. Specific projects include street improvements, sidewalks, and neighborhood cleanups.

Outcome: Sustainability: Promoting Livable or Viable Communities-Public Facilities or Infrastructure Activities other than LMI Housing Benefit: 3,000 Households Assisted.

3. Evaluation of past performance

Major accomplishments during FY23-24's action plan included paving Dennison and Baylor Avenues, two dirt roads in an LMI neighborhood, which benefited over 291 homes and created safe access for residents and emergency services. The County also completed eight limited home rehabilitation projects during this plan year. The application period for the FY24-25 limited home rehabilitation program opened in September 2024. Improved methods of outreach resulted in record numbers of applicants.

In Low/Moderate Income areas, 9 Homes were rehabilitated, 291 Infrastructure Improvements were made, and 6,000 pounds of trash removed for neighborhood clean-ups. Code Enforcement operations switched focus from fines/enforcement to holistic, community driven efforts to provide assistance and the resources necessary to provide non-deterrence methods of neighborhood improvement.

4. Summary of citizen participation process and consultation process

Clay County staff conducted a total of three public meetings in Keystone Heights, Middleburg, and Orange Park to encourage citizen participation in LMI areas.

The County held a public comment period from June 1, 2025, through June 30, 2025, to allow an opportunity for the public to review the proposed Annual Action Plan. The Plan was available on the County's website and social media. The Plan was also available at the five (5) Clay County Public Libraries and at 420 College Drive, Suite 107, in Middleburg for those wishing to view a hard copy of the Plan. The

public was invited to submit comments by email or phone. The Annual Action Plan will be adopted after the public hearing on Tuesday, July 8, 2025.

5. Summary of public comments

The meeting minutes from the County's three Public Comment Meetings are attached as Exhibit A. There were no attendees at the public meeting on June 12, 2025, at the Middleburg Public Library. There were no attendees at the public meeting on June 23, 2025, at the Orange Park Public Library.

During the public meeting on June 9, 2025, at the Keystone Heights Beach Pavilion, the public expressed support for infrastructure and safety improvements. There was also support for housing rehabilitation projects, which may be best addressed through other State programs like CDBG-DR. Clay County staff and Florida Commerce have discussed the potential of using CDBG-DR to replace aging mobile homes that were damaged during the 2024 hurricane season.

The County did not receive any public comment in-person or by phone. The County received one email request from Seeds of Grace to support neighborhood improvements in High Ridge Estates. Staff has requested more information from Seeds of Grace and will consider this funding request during its Substantial Amendment in Fall 2026. A copy of the email and project proposal are attached as part of Exhibit A.

PR-05 Lead & Responsible Agencies – 91.200(b)

- 1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source**

The following agency is responsible for preparing the Consolidated Plan and for administration of each grant program and funding source.

Table 1 – Responsible Agencies

Agency Role	Name	Department/Agency
CDBG Administrator	Clay County Board of County Commissioners	Community and Social Services
CDBG Compliance	Clay County Board of County Commissioners	Grants Management

Narrative

The lead agencies for the Department of Housing and Urban Development (HUD) entitlement Community Development Block Grant (CDBG) program are Clay County, Florida's Community and Social Services Department and Grants Management Department. The Community and Social Services Department oversees the administration and implementation of the program while Grants Management oversees the County's Consolidated Plan and Annual Action Plan. The Grants Management Department is also responsible for all compliance reporting and plans that are required by the program.

Consolidated Plan Public Contact Information

Megan Covey, Megan.Covey@claycountygov.com (904) 529-4211, 477 Houston Street, Green Cove Springs, FL 32043

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

As part of the Annual Action Plan development, local agencies, service providers, and public documents pertaining to the County are consulted to gain a better understanding of the needs, services, and resources available to Clay County residents. The process outlined in the Clay County Citizen Participation Plan will be followed during the adoption of the Annual Action Plan.

The Citizen Participation Plan (CPP) provides guidance for citizens and organizations in Clay County to voice their opinions and participate in all phases of the development of the Consolidated Plan including the Five-Year Consolidated Plan, the Annual Action Plan, the Citizen Participation Plan, the Analysis of Impediments to Fair Housing, the Residential Anti-Displacement Plan, the Consolidated Annual Performance and Evaluation Report (CAPER) and any amendments to these plans. The Consolidated Plan, along with its supporting plans, provides a guiding framework for Clay County's management of programs and funds related to the CDBG program administered by HUD.

The CPP establishes the procedures for citizen participation in the development and updating of the Consolidated Plan and its supporting plans. These procedures are designed to maximize transparency and opportunities for public engagement. The CPP emphasizes public outreach to low- and moderate-income residents through non-profits, faith-based organizations, and philanthropic organizations to bolster the voices of under-represented demographics. Residents living in blighted neighborhoods and areas that qualify for CDBG funds are strongly encouraged to participate. The CPP is developed in accordance with U.S. Department of Housing and Urban Development's rule 24 CFR 91.105.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The list of providers involved in the review process include housing, social service agencies, and other entities, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS, and their families, and homeless persons. Phone and email contacts will also be made to key non-profits and agencies that work with these specific groups to obtain a better understanding of their service or potential service to Clay County residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Mission of the Dirt Road
	Agency/Group/Organization Type	Services – Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Email correspondence and in-person meetings to discuss infrastructure, home rehab, and code enforcement needs in the High Ridge Estates community.
2	Agency/Group/Organization	Clay County Sheriff's Office
	Agency/Group/Organization Type	Other government – County
	What section of the Plan was addressed by Consultation?	Homeless Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Email correspondence and in-person meetings to discuss community safety and security concerns for the homeless population in Clay County.
3	Agency/Group/Organization	Operation Lifeline
	Agency/Group/Organization Type	Services – Housing
	What section of the Plan was addressed by Consultation?	Affordable Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Email correspondence and in-person meetings to discuss affordable housing in Clay County as well as details about the CDBG program.
4	Agency/Group/Organization	Mercy Support Services
	Agency/Group/Organization Type	Services – Housing
	What section of the Plan was addressed by Consultation?	Affordable Housing, homelessness needs, employment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Email correspondence and in-person meetings to discuss affordable housing, homelessness, and employment in Clay County.

5	Agency/Group/Organization	Northeast Florida Regional Council
	Agency/Group/Organization Type	Services – Planning
	What section of the Plan was addressed by Consultation?	Affordable Housing, homelessness, community development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Email correspondence and in-person meetings to discuss affordable housing in Clay County as well as details about the CDBG program.
6	Agency/Group/Organization	Operation Barnabas
	Agency/Group/Organization Type	Services – Veterans
	What section of the Plan was addressed by Consultation?	Homelessness Needs – Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Email Correspondence to discuss how CDBG funds can assist the local veteran population.

Northeast Florida Continuum of Care is the agency responsible on a regional level for the Continuum of Care. Clay County is one of three counties in the region. The County will continue to seek their input and coordinate CDBG and other housing-related programs (e.g. State of Florida SHIP funds) with the agency.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS.

Clay County is not a direct recipient of ESG funding. The Northeast Florida Continuum of Care is the lead agency for the regional (northeast Florida including Duval, Nassau and Clay Counties) Continuum of Care and distributes ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.

Clay County Community and Social Services attend monthly general membership meetings relevant to the homeless population, specifically for Clay County.

Identify any Agency Types not consulted and provide rationale for not consulting

All relevant local agencies were consulted in the formation of the Consolidated Plan except for Broadband Service providers as the County is currently exploring options to ensure all residents will have adequate access to a minimum broadband coverage of 25mbps download/3mbps upload capabilities.

Additionally, the County recently completed a countywide flooding vulnerability assessment, which will provide new data and insights for its next Consolidated Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 3 – Other local / regional / federal planning efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Changing Homelessness, Inc.	This collaborative group addresses homeless issues including chronic homelessness, homelessness prevention, and discharge coordination policies on a regional basis in Duval, Nassau, and Clay Counties.
State Housing Initiative Program (SHIP)	Clay County Board of County Commissioners	Increase the availability of affordable housing in Clay County. Availability of affordable housing includes homeowner rehabilitation programs, purchase assistance programs, and partnerships with non-profit organizations assisting those with "special needs" housing.

AP12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal-setting

The legal ad published in Clay Today described the citizen participation process as follows:

The Draft FY 2025-2026 Annual Action Plan will be available for review at the County's Website at <https://www.claycountygov.com/community/community-development-block-grant> and at the following locations beginning on June 1, 2025:

Clay County Community & Social Services Office between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays at 420 College Drive, Ste 107, Middleburg, FL 32068

Clay County Library Locations listed below between the hours of 9:00 a.m. and 8:00 p.m., Monday-Thursday, and 9:00 a.m. to 5:00 p.m., Friday-Saturday.

Annual Action Plan
FY 25-26

- Fleming Island Library- 1895 Town Center Blvd., Fleming Island, FL 32003
- Green Cove Springs Library- 403 Ferris Street, Green Cove Springs, FL 32043
- Keystone Heights Library- 175 Oriole Avenue, Keystone Heights, FL 32656
- Middleburg-Clay Hill Library- 2245 Aster Avenue, Middleburg, FL 32068
- Orange Park Library- 2054 Plainfield Avenue, Orange Park, FL 32073

PUBLIC COMMENT PERIOD: The 30-day public review and comment period is June 1 through June 30. Comments from the public are encouraged and will be accepted during this period at Clay County Community & Social Services Office between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays at 420 College Drive, Ste 107, Middleburg, FL 32068. Comments can also be given by calling 904-529-4256 or be sent by email to cdbg@claycountygov.com.

PUBLIC MEETINGS:

Purpose: To announce the Annual Action Plan for public review and comments and obtain public input on the Draft Annual Action Plan.

Public Meeting #1:

Date: Monday, June 9, 2025
 Time: 6:00 p.m.
 Place: Keystone Heights Historic Pavilion
 565 S Lawrence Blvd., Keystone Heights, FL 32656

Public Meeting #2:

Date: Thursday, June 12, 2025
 Time: 6:00 p.m.
 Place: Middleburg Public Library
 2245 Aster Avenue, Middleburg, FL 32068

Public Meeting #3:

Date: Monday, June 23, 2025
 Time: 6:00 p.m.
 Place: Orange Park Public Library
 2054 Plainfield Avenue, Orange Park, FL 32073

PUBLIC HEARINGS:

Public Hearing #1:

Purpose: To announce the draft of the Annual Action Plan for consideration.

Date: **Tuesday, June 10, 2025**
 Time: 5:00 p.m., or as soon thereafter as can be heard
 Place: BCC Meeting Room, 4th Floor, Clay County Administration Building,
 477 Houston Street, Green Cove Springs, FL 32043

Public Hearing #2:

Annual Action Plan
 FY 25-26

Purpose: To obtain final comments and adopt the Annual Action Plan.

Date: **Tuesday, July 8, 2025**

Time: 5:00 p.m., or as soon thereafter as can be heard

Place: BCC Meeting Room, 4th Floor, Clay County Administration Building,
477 Houston Street, Green Cove Springs, FL 32043

Non-English-Speaking Persons:

Special arrangements for a translator will be made by the County. A citizen requiring a translator should send a request at least two (2) business days before the event.

Special Accommodations for Persons with Disabilities:

Special arrangements for a sign language interpreter will be made by the County. A request should be sent to the County at least two (2) business days prior to the event. Recorded events will be posted with closed captioning for those hard of hearing.

Access to records/recordings:

A recording of the public meetings and hearings will be made public for those who are not able to attend. Minutes of the public meetings and hearings will also be taken. Citizen input will be summarized and documented in the minutes. The recordings and minutes will be posted on the County's website at <https://www.claycountygov.com/community/community-development-block-grant>.

In accordance with the Americans with Disabilities Act, any person needing accommodations to participate in this matter should contact Clay County Risk Management by mail at P.O. Box 1366, Green Cove Springs, Florida 32043, or by telephone at (904) 529-4718, no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Deaf and hard of hearing persons can access the telephone number by contacting the Florida Relay Service at 1-800-955- 8770 (Voice) or 1-800-955-8771 (TDD).

All interested persons are invited to attend the public meetings or hearings. Pursuant to Section 286.0105, Florida Statutes, a person deciding to appeal any decision made by the Clay County Board of County Commissioners (Board) with respect to any matter considered at the meeting, hearing, or at any subsequent meeting or hearing to which the Board has continued its deliberations is advised that such person will need a record of all proceedings and may need to ensure that a verbatim record of all proceedings is made, which must include the testimony and evidence upon which the appeal is to be based.

This process is consistent with the County's citizen participation plan and has been in use since 2021.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Clay County does not have HOME funds as of this date. CDBG funds will be leveraged through partnerships it has with other governmental agencies and nonprofit organizations. Sources of leverage primarily include Low-income Housing Tax Credits, New Markets Tax Credits, Opportunity Zone Funds, State of Florida SHIP funds (State Housing Initiatives Program).

Anticipated Resources

Table 5 - Expected Resources – Priority

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 5				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation:	Program Income:	Prior Resources (Estimated Projects still in progress):	Year – Total:		
CDBG	public - federal	Acquisition Administration Housing Public Improvements Public Services	\$1,060,250	\$0	\$1,194,251.47	\$2,254,501	\$2,254,501	This will be the County's fifth year of CDBG funding.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

Most of the funding earmarked to improve the quality of life of LMI households, revitalize deteriorating infrastructure / neighborhoods and offer opportunities for safe, decent affordable housing has been provided by Federal CDBG Program Funds, Florida's State Housing Initiatives Partnership (SHIP) Program, and the Emergency Solutions Grant (ESG) Program (regional CoC) which supports services for homeless persons. These programs provide rehabilitation of substandard units, emergency repairs, infrastructure improvements, elimination of slum and blighting influences, delivery of Countywide public and homeless services, and construction of community meeting places and centers.

If appropriate, describe publicly owned land or property located within the jurisdiction that

may be used to address the needs identified in the plan.

The plan includes publicly owned road repaving projects and publicly owned sidewalk replacement projects.

Discussion

Clay County will continue to use HUD and local funds to fund a variety of eligible projects to meet high-priority needs and goals.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives – 91.220(c)(3)&(e)

Goals Summary Information

Table 6 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2021	2025	Affordable Housing	County wide low-and moderate-income CTS	Housing rehabilitation: Single-Unit Residential	Proposed FY25-26 CDBG: \$0	Homeowner Housing Rehabilitated: 5 Household Housing Unit
2	Code Enforcement	2021	2025	Non-Housing Community Development	County wide low-and moderate-income areas Code Enforcement	Code Enforcement	Proposed FY25-26: \$0	N/A
3	Infrastructure improvements	2021	2025	Non-Housing Community Development	County wide low-and moderate-income CTS	Public Infrastructure (Street Improvements and Sidewalks)	Proposed FY25-26 CDBG: \$ 910,250	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted
4	Neighborhood Cleanups	2023	2025	Non-Housing Community Development	County wide low-and moderate-income areas	Housing preservation	Proposed FY25-26 CDBG: \$0	N/A
5	Administration	2022	2025	Planning and Administration		Costs associated with program administration and projects	Proposed FY25-26 CDBG: \$150,000	N/A

Goal Descriptions

Table 7 – Goal Description

1	Goal Name	Affordable Housing
	Goal Description	No funds are allocated for new housing rehabilitation projects in FY25-26, but the County will complete housing rehabilitation projects that are in-progress and financially obligated; there are funds in prior CDBG Entitlement program years to complete these projects. Housing rehabilitation projects benefit eligible low- and moderate-income areas of the county. The projects focus on emergency repairs and code compliance.
2	Goal Name	Code Enforcement
	Goal Description	No funds are allocated for Code Enforcement in FY25-26, but funding from prior years is available, if needed. Projects focus on identification of properties in need of emergency repairs and code compliance.
3	Goal Name	Infrastructure improvements
	Goal Description	The County will provide for infrastructure improvements in low and moderate-income eligible communities, including street improvements and sidewalk construction and replacement.
4	Goal Name	Neighborhood Cleanups
	Goal Description	No funds are allocated for Neighborhood Cleanups in FY25-26, but funding from prior years is available to address community needs as they arise. This project aims to preserve the quality and value of low and moderate-income communities by providing resources and labor to remove special garbage, trash, and debris.
5	Goal Name	Administration
	Goal Description	This project will focus on the costs associated with the administration and planning of the CDBG grant and its projects.

Projects

AP-35 Projects – 91.220(d)

Introduction

The FY 2025-2026 Action Plan includes six projects to be funded under the CDBG Program. The first project is a housing rehabilitation project that will be implemented by Clay County Community and Social Services Department in eligible low- and moderate-income areas of the county. The project will focus on emergency repairs and code compliance. The County will also utilize 14% of the CDBG funds for administrative costs needed to oversee new and underway projects and provide general management of the CDBG funds. The County will also provide for infrastructure improvements in low and moderate-income eligible communities.

Projects

Table 8 – Project Information

#	Project Name
1	Housing Activities - Rehabilitation
2	Planning and Administration
3	Code Enforcement
4	Neighborhood Cleanups
5	Street Improvements
6	Sidewalks

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

The Consolidated Plan goals described in the Goals section represent high priority needs for Clay County, and serve as the basis for the strategic actions the County will use to meet those needs. It is our goal that meeting these needs will expand and preserve the affordable housing stock in Clay County, as well as provide public infrastructure improvements that will strengthen LMI neighborhood revitalization. The County will implement all CDBG funded projects in-house.

AP-38 Project Summary

Project Summary Information

Table 9 – Project Summary

1	Project Name	Housing Activities - Rehabilitation
	Target Area	County wide low- and moderate-income areas
	Goals Supported	Affordable Housing
	Needs Addressed	Housing rehabilitation
	Funding	FY 25-26 CDBG: \$0
	Description	In FY25-26, the County will finish any housing rehabilitation projects that are already in-progress, but additional funds are not needed. Rehabilitation - National Objective: 570.208 (a) (3) Low/Mod Housing; Eligible Category: 570.202 (a) (1) Eligible rehabilitation and preservation activities; Objective Category: Low- and moderate-income benefit; Proposed Outcome: Availability/Accessibility. Matrix Code: 14A, 14H, 14I
	Target Date	9/30/2026
	Estimated number/ type of families benefiting from the proposed activities	5 low- and moderate-income households will benefit.
	Location Description	Clay County consists of unincorporated Clay County, as well as four municipalities (cities and towns). The Countywide area is comprised of low- and moderate-income areas within Clay.
2	Planned Activities	For the Home Repair program, repairs will be completed to homes of qualified applicants with dwellings in need of repairs, which may include roofing, electrical, plumbing, heating/air conditioning, accessibility modifications, health/sanitary problems including minor septic system repair, safety code violations, lead paint remediation, and/or interior/exterior damage or deterioration to the structure including flood damage, termite treatment and removal of trees. Additionally, under this strategy, failing septic systems and old wells can be replaced by paying for connection fees, abandoning private wells, and closing septic tanks, as well as other related plumbing costs may be funded under this program. Awards are available up to \$35,000. Performance Measure: 5 households assisted
	Project Name	Planning and Administration
	Target Area	County wide
	Goals Supported	Administration
	Needs Addressed	Administration of CDBG related programs and projects
	Funding	FY 25-26 CDBG: \$150,000
	Description	General planning and administration costs for CDBG program.
	Target Date	9/30/2026

	Estimated number/ type of families benefiting from the proposed activities	Not applicable. Grant administration is necessary for all projects that are identified in the Action Plan.
	Location Description	Not applicable.
	Planned Activities	General planning and administration costs for CDBG program.
3	Project Name	Code Enforcement
	Target Area	County wide low- and moderate-income areas
	Goals Supported	Code Enforcement
	Needs Addressed	Code Enforcement
	Funding	N/A for FY25-26
	Description	Code Enforcement Conduct code enforcement and remediation of code enforcement violations of properties in low-and moderate-income areas that contribute to conditions of slum and blight. National Objective: 570.208 (a) (1) Low/Mod; Eligible Category: 570.202 (c) Section 105(a)(3); Objective Category: Slum and Blight national objective. Proposed Outcome: Improved housing conditions. Matrix Code: 15
	Target Date	N/A
	Estimated number/ type of families benefiting from the proposed activities	N/A
	Location Description	Clay County consists of unincorporated Clay County, as well as four municipalities (cities and towns). The Countywide area is comprised of low- and moderate-income areas within Clay County.
	Planned Activities	Eligible code enforcement expenses that support the County's CDBG activities.
4	Project Name	Neighborhood Cleanups
	Target Area	County wide low- and moderate-income areas
	Goals Supported	Neighborhood Cleanups
	Need Supported	Neighborhood Cleanups
	Funding	N/A
	Description	The County has funds from prior program years for Neighborhood Cleanups, if community needs arise. Provide resources and labor to remove special garbage, trash, and debris from low-and moderate-income areas that contribute to conditions of slum and blight. Proposed Outcome: Improved neighborhood conditions and preservation of low- and moderate-income housing stock. Matrix Code: 05V
	Target Date	N/A

	Estimated number/ type of families benefiting from the proposed activities	N/A
	Location Description	Clay County consists of unincorporated Clay County, as well as four municipalities (cities and towns). The Countywide area is comprised of low-and moderate-income areas within Clay County.
	Planned Activities	N/A
5	Project Name	Street Improvements
	Target Area	County wide low- and moderate-income areas
	Goals Supported	Infrastructure improvements
	Needs Addressed	Public Infrastructure
	Funding	FY 25-26 CDBG: \$0
	Description	Street improvements National Objective: Low and moderate-income benefit as an area benefit; Eligible Category: 570.201(c), 570.207, 570.208 Objective Category: Public improvements (General). Proposed Outcome: improve streets in low- and moderate-income areas. Matrix Code: 03K
	Target Date	N/A
	Estimated number/ type of families benefiting from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	None planned for FY25-26.
6	Project Name	Sidewalks
	Target Area	County wide low- and moderate-income areas
	Goals Supported	Infrastructure improvements
	Needs Addressed	Public Infrastructure
	Funding	FY25-26 CDBG: \$910,250
	Description	Sidewalk improvement in portions of low- and moderate-income areas of the County, including areas of Keystone Heights, Orange Park, and Middleburg. Matrix Code: 03L
	Target Date	9/30/2026

Estimated number/ type of families benefiting from the proposed activities	3,000 low- and moderate-income families.
Location Description	Clay County consists of unincorporated Clay County, as well as four municipalities (cities and towns). The Countywide area is comprised of low- and moderate-income areas within Clay County.
Planned Activities	Perform selected infrastructure upgrades. Performance Measure: number of new sidewalk segments by length.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

All Activities supported by the County's Five-Year Consolidated Plan strive to improve the quality of life for Clay County low-to-moderate income residents located within Clay County's unincorporated areas, as well as four municipalities (Town of Orange Park, City of Green Cove Springs, Town of Penney Farms, City of Keystone Heights). It also includes the census-designated places of Asbury Lake, Bellair-Meadowbrook Terrace, Fleming Island, Lakeside, Middleburg, Oakleaf Plantation and the unincorporated areas of Bellair, Clay Hill, Doctors Inlet, Fleming Island, Hibernia, Kingsley Lake, Lake Asbury, Lake Geneva, McRae, Meadowbrook Terrace, Melrose, and Virginia Village.

The Countywide area is comprised of low-and moderate-income areas within Clay County. The County's focus is placed on eligible programs targeting low-and moderate-income persons on a county-wide basis. During FY 2025-2026 the County will utilize CDBG funds for housing rehabilitation, code enforcement, public facilities, and infrastructure improvements in target areas that have a high concentration of low-and moderate-income persons, substandard housing, and blight. The census tracts meet an area benefit national objective.

Targeted areas consist of low-and moderate-income concentration areas with several of those areas at 62% Low/Mod and incomes at or below 80% of Area Median Income determined through HUD generated Low-and Moderate-Income Summary Data. "White alone" and "non-Hispanic" are the most affected racial/ethnic groups based on population density. According to the data the County evaluated, there is not a substantial minority concentration in one specific area of the county.

Geographic Distribution

Table 10 - Geographic Distribution

Target Area	Percentage of Funds
County wide low- and moderate-income	70
Other areas countywide	30

Geographic Distribution

Target Area: Clay County Low and Moderate-Income areas

Percentage of Funds: 70%

Rationale for the priorities for allocating investments geographically

Funding is being targeted to areas that demonstrate a community development need and where there is a concentration of low- and moderate-income persons and minority population. The geographic allocation of the CDBG funds is also a factor of program requirements that at least 70% of CDBG funds benefit low- and moderate-income persons.

The County is considering other sidewalk locations that help safely connect students to schools and residents to essential services. The County will not exceed

Discussion

Clay County's goal is to improve the quality of life for Clay County residents and aim to have local municipalities, engaged citizens, and the County working together to better align resources, to revitalize and redevelop communities, and protect natural resources.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Providing access to affordable housing for all residents continues to be a high priority for Clay County. Affordable housing will be provided through the use of Federal CDBG, and State SHIP funds. Priorities include the rehabilitation of new and/or existing owner, rental, homeless and special needs housing for low-and moderate-income households.

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	5
Special-Needs	0
Total	5

Table 12 - One Year Goals for Affordable Housing by Support Type

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	5
Acquisition of Existing Units	0
Total	5

Discussion

The County seeks to assist low-and moderate-income households with their housing and community development needs, activities support persons with special needs such as the elderly or persons with disabilities. These activities include:

- Housing rehabilitation for income eligible homeowners, which may include accessibility retrofits for the elderly or persons with disabilities. AP-60 Public Housing – 91.220(h)

Introduction

Clay County does not have a Housing Authority division, the County does partner with Flagler County Housing Authority to manage Clay County's Section 8 Voucher program. In FY22-23 there were 190

families that took part in the voucher program in Clay County. Currently, 68 of the 190 families moved to Flagler County under HCV portability. The rest remain from the baseline voucher program. The total baseline for both Counties is 352.

There is one waiting list maintained for both Counties and is not broken down or set aside any specific number of vouchers by County. When the waiting list is opened, it is for anyone who wishes to apply and to be housed in either jurisdiction (Flagler or Clay).

Actions planned during the next year to address the needs to public housing

N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership

N/A

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

Clay County does not have a Housing Authority division, but the County does partner with Flagler County Housing Authority to manage Clay County's Section 8 Voucher program. The County will continue to explore and groom additional partnerships with local housing authorities that are close to the locale such as Jacksonville, Palatka, and MacClenny.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Clay County does not receive funding specifically to assist the homeless population. Clay County is an active member of the regional Continuum of Care (CoC), an organization that acts as the regional planning body to address homelessness in the region. This collaborative group addresses homeless issues including chronic homelessness, homelessness prevention, and discharge coordination policies on the region wide basis of Duval, Nassau and Clay Counties. Through active membership, Clay County supports the CoC's plan to achieve net zero for chronic homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Clay County will work with and support regional organizations that address the needs of the homeless population.

Addressing the emergency shelter and transitional housing needs of homeless persons

Clay County will continue to monitor the number of homeless in the county and will evaluate the need for a homeless facility or shelter in the future.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Clay County will work with and support regional organizations addressing the needs of the homeless population.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Clay County will work with and support regional organizations that addressing the needs of the homeless population.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Clay County faces barriers to affordable housing that are common across housing markets, including limited supply of developable (e.g. zoned) land particularly for multi-family rental housing, which increases the cost of acquisition and development of the land. Also, few resources exist beyond Low Income Housing Tax Credits to provide the appropriate subsidy for development of affordable rental housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Clay County has identified several governmental constraints to the development, maintenance, and improvement of housing and affordable housing, as follows: Zoning Code Amendments, Lot Consolidation, and Monitoring of Planning and Development Fees. Nongovernmental constraints were identified as follows: Land Costs, Construction Costs, and Availability of Financing. Clay County will continue to review and examine all real and perceived barriers to affordable housing and seek to remove or ameliorate them.

Discussion:

Please see discussion above.

AP-85 Other Actions – 91.220(k)

Introduction:

Listed below are the actions planned to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The obstacles that Clay County faces are barriers to affordable housing, including lack of funding (federal, state, local) for affordable housing, limited land availability, high utility/maintenance costs in older housing units, cost prohibitive tree/landscaping requirements, aging mobile home parks, smaller units in demand but not cost feasible to construct, and tenant barriers including Fair Housing issues. In terms of specific gaps, the amount of need almost always outweighs the available funding. More specific deficits in the quantity and quality of affordable housing were identified during the citizen participation process. Affordable housing continues to be a concern for Clay County, primarily due to the widening gap between median income and median home values and rents, and due to limited land availability. Related to housing affordability, homelessness also continues to be an area of concern. Underserved populations in Clay County include the elderly; mentally ill, or substance abuse/addiction challenges; and persons with disabilities. The County continues to coordinate with a network of community partners and the Continuum of Care (CoC) to address these needs as funding allows.

Actions planned to foster and maintain affordable housing

Fostering and maintaining affordable housing that may be lost from the assisted housing inventory is a high priority for the County. The County will use CDBG and other funding to:

- Provide Housing Counseling and Education to LMI households through the Clay County IFAS Extension office.
- Preservation of the existing housing stock through rehabilitation of owner housing for LMI households using CDBG funds.
- Production of new affordable housing through rehabilitation.

Actions planned to reduce lead-based paint hazards

The Florida Department of Health (DOH) is the primary agency for addressing lead-based paint (LBP) hazards in Clay County. Budgetary constraints have limited lead screening and case management activities; however, the DOH still responds to reported cases of lead poisoning as determined by local

pediatricians and health care providers.

The DOH, authorized under the Florida Lead Poisoning Prevention Screening & Education Act, Section 381.985, F.S., and Chapter 64D-3, F.A.C., conducts surveillance of Blood Lead Level (BLL) testing and poisonings in the County, promotes BLL screening for high-risk populations, and provides information to health care providers, individuals, and businesses on lead poisoning prevention. Program activities include surveillance and epidemiology, lead poisoning investigations, primary prevention, and coordinate of care if a person or family is found to have high BLL. The DOH also disseminates information to parents and caregivers, healthcare providers, and renovators and contractors about LBP hazards and screening options. This information includes brochures on keeping children safe from LBP hazards, sources of lead, remediation tactics, and adult lead poisoning prevention at home and in the workplace.

To address LBP hazards, the DOH in Clay County performs BLL testing and coordinates follow-up care if elevated BLL is detected. For children identified with elevated BLL, a lead assessment of the home is recommended. A specialist performs inspections and risk assessments at no charge for families with children having elevated BLL, family day care homes, and day care centers. The DOH in Clay County also works to identify LBP hazards in the environment in conjunction with housing demolition, rehabilitation, and redevelopment activities in older neighborhoods. The primary source of lead exposure among children is LBP in older, deteriorating buildings.

Actions planned to reduce the number of poverty-level families

Clay County's strategy to reduce the number of poverty-level families is multi-faceted and relies on the cooperation of numerous partners throughout the County and the greater Jacksonville region. These partners include County departments, economic development partners such as the Economic Development Corporation and the regional JAXUSA, 7public service providers, the Continuum of Care, housing authorities, public and private organizations (e.g. non-profits and community development corporations), and other stakeholders in community development activities. These stakeholders will work in concert to address a variety of interrelated social issues, including disparities in education and training, unemployment, limited access to healthcare, family instability, criminal background, inadequate housing, deteriorating neighborhoods, and transportation disadvantage.

The County's goals are to address the categories of affordable housing, homelessness, non-homeless special needs, and non-housing community development are all anti-poverty strategies. Clay County will connect poverty-level individuals and families with publicly available services, including healthcare resources, emergency financial assistance, housing assistance, justice coordination, senior/elderly services, and social security and disability benefits. These programs support social and economic stability for residents, particularly those with special needs. Economic Development Partners offer employment and job skills/workforce training programs for LMI individuals. Such partners include Clay CareerSource. Challenge Enterprises, and BASCA, among others can also connect poverty-level persons and persons with disabilities with employment opportunities. Beyond any Countywide program or initiative, Clay County

also supports HUD's Office of Economic Resilience strategies for enhancing equity and inclusion. Within Clay County, there is a disproportionate percentage of poverty-level individuals among minority racial and ethnic groups (2013-2017 ACS). Therefore, anti-poverty strategies must also address equity, inclusion, and fair housing. HUD's equity and inclusion strategies include building inclusive government structures; identifying regional barriers to opportunity; prioritizing investments to equalize opportunity; and improving the location of transportation assets to improve access to employment.

Actions planned to develop institutional structure

Clay County is the lead agency in administering the CDBG grant funds. Clay County's Planning office has a strong support system internally and externally. The Public Works and Engineering Departments work with various neighborhood/resident committees to obtain requests for projects such as sidewalks, parks improvements, areas in need of improved drainage, road improvements, and other community development needs. Clay County works closely with local nonprofit organizations to implement various public services activities.

In terms of specific gaps, the amount of need almost always outweighs the available funding. More specific deficits in the quantity and quality of affordable housing were identified during the citizen participation process. Affordable housing continues to be a concern for Clay County, primarily due to the widening gap between median income and median home values and rents, and due to limited land availability. Related to housing affordability, homelessness also continues to be an area of concern. Underserved populations in Clay County include the elderly, persons with mental illness, or substance abuse/addiction challenges, and persons with disabilities. The County continues to coordinate with a network of community partners and the CoC to address these needs as funding allows.

Clay County will continue to network with participating cities and towns, elected officials, citizens, non-profit and for-profit stakeholders, and the CoC to identify community needs, make these needs widely known to stakeholders, and identify projects or programs and funding opportunities to address these needs. In order to improve the preservation and production of affordable housing within Clay County, the County plans to emphasize a transit-oriented/activity center development framework that will foster affordable housing proximate to transportation and employment opportunities. The County will also utilize leveraging and matching of federal funding, particularly with state and local funding sources such as SHIP that are specifically designated for housing and/or economic development activities. The preservation and production of affordable housing, as well as housing/rental assistance, is overseen by the Clay County Planning Department's Community Development Division and implemented through a network of non-profit and for-profit housing developers and organizations.

In order to improve the funding of public services, particularly for homeless and special needs populations, the County will support the CoC member organizations in the development of projects or programs that address priority needs, and encourage applicant subrecipients to leverage and match federal funding with state and local funding sources to address priority needs. Such investment will be focused in areas of

concentrated poverty, such as the Target Areas identified previously. The provision of public services will be overseen by the Community Development Division.

Actions planned to enhance coordination between public and private housing and social service agencies

Key agencies that are additional resources that may be available are described below. The County's Community and Social Services Department works with private sector partners to coordinate actions and address the public's requests for assistance.

Public Sector

The Community and Social Services Department which includes Veterans Services, Case Management, and Volunteer Coordination will assist as needed in getting those in need the assistance and/or resources they require. Clay County Department of Health offers a variety of services and programs to residents such as childcare licensing, childhood lead poisoning, family planning, WIC and women's health, among others. Flagler County Housing Authorities administers Clay County's Section 8 Voucher Program.

Private Sector

The private sector is an important collaborator bringing additional resources and expertise that can be used to supplement existing services or fill gaps in the system. Lenders, affordable housing developers, business and economic development organizations, and private service providers offer a variety of assistance to residents such as health care, small business assistance, residential mortgage programs, commercial lending and assisted housing, among others.

Discussion:

The County is committed to continuing its participation and coordination with federal, state, municipal and local agencies, as well as with the private and non-profit sector, to serve the needs of target income individuals and families in the County. In particular, the County will continue to work in close coordination with County departments regarding infrastructure improvements and the provision of services.

The allocation of priorities for housing activities (i.e. rehabilitation), code enforcement, and infrastructure improvements were determined through several processes including but not limited to: public hearings, outreach and listening sessions, and a citizen survey to gauge the activities and projects the public deemed important. The proposed housing activities (i.e. rehabilitation), code enforcement, and infrastructure improvements that will take place in low- and moderate-income areas of Clay County are critical to sustaining the quality of life of residents and businesses in the area. This decision allows improvements to be directed to a concentrated area utilizing the limited CDBG resources available. The limiting factor in addressing underserved needs in Clay County is the lack of sufficient CDBG funding allocations as well as

other resources to address all the needs.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The County, under section AP-20 "Annual Goals and Objectives", has identified its targeted activities planned with respect to all CDBG funds expected to be available during the program year (including program income that will have been received before the start of the next program year). At this time, the County does not receive HOME/American Dream Down Payment Initiative (ADDI) or Emergency Shelter Grant (ESG) funds.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use and is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income:	\$0

Other CDBG Requirements

1. The amount of urgent need activities	0%
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Clay County will use the last three years of the Consolidated Plan to determine the minimum overall benefit.	70%

Exhibit A

Citizen Participation Received during the Public Comment Period June 1 – June 30, 2025

The Clay County Board of County Commissioners' Grants Division held an Open forum for public comment on the proposed plan for the FY25- 26 Community Development Block Grant Annual Action Plan at the Keystone Heights Historic Beach Pavilion, 565 Lawrence Blvd. Keystone Heights, Florida, on Monday, June 9, 2025.

There were 5 attendees.

Megan Covey, Grants Director, opened the meeting at 6:03 PM. Megan Covey and Chris Curington, Grants Research and Application Manager, facilitated the meeting.

Megan Covey explained the Annual Action Plan draft and displayed the Community Development Block Grant funding for this year, the funding breakdown, and presented questions geared to encourage discussion. Citizens were provided information on how to access the Annual Action Plan draft online and send their comments to cdbg@claycountygov.com.

Official allocation: \$1,060,250.00

Infrastructure: \$760,250

Housing Rehab: \$150,000

Administration: \$150,000

The following discussion questions were presented to meeting attendees, and their responses are recorded:

What qualities make up a vibrant neighborhood or community?

Public Comments:

- Paved streets
- Street lights
- Sidewalks/Walkability of communities
- ADA accessible trails
- Bicycle paths
- Clearing of trees
- Safety improvements to trails
- Clearing vegetation from walkways/trails
- Community cleanups

- Flooding/Drainage management
- Park/amenity improvements
- Waterparks
- Road grading
- Railing along the culvert

What kind of infrastructure needs to be implemented to create a safer living environment?

Public Comments:

- Sidewalks
- Lighting along roadways and sidewalks
- Railing
- Crosswalks
- Smoother transitions between paved/unpaved roads

What types of specific projects would you like to see with the proposed funding categories?

Public Comments:

Public Infrastructure:

- Crosswalks across
- Flashing signals/signage
- Tree trimming
- Clearing vegetative overhangs along major roads and trails
- Community parks and playgrounds

Housing Rehab:

- Well replacement in Highridge neighborhood
- Skirting replacements
- Roof replacements

How would you prioritize the following funding categories?

Public Comments:

1. Public infrastructure received 2 #1 votes
2. Housing Rehab received 3 #1 votes

Open Discussion

- Neighborhood cleanup funds were addressed. Megan Covey explained that this will still follow under volunteer programs with the same Point of Contact.
- Middleburg-Clay Hill, Tanglewood, and Bellair were mentioned as neighborhoods in need of cleanup activities.
- Residents asked about what specific public infrastructure projects are planned. Megan Covey mentioned that roads and sidewalks are priorities, and target areas are to be defined shortly.

Megan Covey closed the meeting at 6:40 p.m.

The next public comments meeting will be held at 6:00 p.m. on Thursday, June 12, 2025 at the Middleburg-Clay Hill Public Library located at 2245 Aster Avenue, Middleburg, Florida 32065.

The Clay County Board of County Commissioners' Grants Division held an Open forum for public comment on the proposed plan for the FY25- 26 Community Development Block Grant Annual Action Plan at the Middleburg-Clay Hill Library, 2245 Aster Avenue, Middleburg, Florida, on Thursday, June 12, 2025.

There were no attendees.

Chris Curington, Grants Research and Application Manager, opened the meeting at 6:15 PM. For the video record of the meeting, Chris Curington explained the Annual Action Plan draft and displayed the Community Development Block Grant funding for this year, including the funding breakdown. Citizens were provided information on how to access the Annual Action Plan draft online and send their comments to cdbg@claycountygov.com. Chris Curington encouraged citizens to attend the next public comment meeting on June 23rd.

The next public comments meeting will be held at 6:00 p.m. on Monday, June 23, 2025 at the Orange Park Library located at 2054 Plainfield Avenue, Orange Park, Florida 32073.

The Clay County Board of County Commissioners' Grants Division held an Open forum for public comment on the proposed plan for the FY25-26 Community Development Block Grant Annual Action Plan at the Orange Park Library, 2054 Plainfield Avenue, Orange Park, Florida, on Monday, June 23, 2025.

There were no attendees.

Chris Curington, Grants Research and Application Manager, opened the meeting at 6:17 PM. For the video record of the meeting, Chris Curington explained the Annual Action Plan draft and displayed the Community Development Block Grant funding for this year, including the funding breakdown. Citizens were provided information on how to access the Annual Action Plan draft online and send their comments to cdbg@claycountygov.com. Public comments will be received through the close of business on Monday, June 30, 2025.

From: [Carey Morford](#)
To: [Community Development Block Grant](#)
Subject: See attached
Date: Friday, June 13, 2025 11:10:42 AM
Attachments: [Megan-CDBG county partnership plan.docx](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Seeds of Grace is a non-profit which has worked alongside Mission of the Dirt Road to serve High Ridge Estates since 2012. We believe that the neighborhood needs a community advocate who is working to bring resources, solutions, and collaborative energy to the community every day. Seeds of Grace would like to partner with the county to work toward improving the strength and safety of High Ridge Estates and achieving the goals of the High Ridge Initiative. Please see the attached proposal for consideration. If there are questions, please reach out to Carey Morford.

Rev. Carey Morford
Pastor, Mission of the Dirt Road
missionofthedirtroad.com
352-215-9379



Proposal

We request that Clay County Board of County Commissioners (BCC) and Seeds of Grace (SOG) create a partnership guided by a memorandum of understanding (MOU) to manage the goals and objectives of the High Ridge Initiative (HRI). We recommend a five-year agreement that will include the county providing 100% of a community advocate's salary for at least 3 years, and no less than 50% of the community advocate's salary for the last 2 years.

Projected cost to the county: \$200,000 over 5 years.

Seeds of Grace Reasons for recommendation:

Clay County BCC has already approved the HRI community development project.

Clay County BCC has already passed a resolution to support the project.

The Urban Land Institute (ULI) study of High Ridge Estates recommended a Public-Private Partnership and a consultant.

HRI is a unique project with a wide scope of work that will require many cross-departmental meetings and the development of relationships with many agencies outside of county government.

It is vital that the High Ridge community members are active participants in the redevelopment process. Historic Eastside in Jacksonville has started using the language “withintrification” to declare the importance of their current residents being involved instead of displaced in the redevelopment of the neighborhood. Whether this project adopts this language or not, the mindset will be key to the success of this project. That will require community engagement and education that is more aligned with non-profit work than governmental work.

A non-profit will be able to seek funding that the county government cannot, and the county may be able to apply for funding that the non-profit cannot.

- By having an MOU in place between Seeds of Grace and Clay County BCC, we can maximize resources for the neighborhood. Our neighborhood clean-up days are an example of the benefit of sharing resources and working together. The county has used community development block grants (CDBG) funds to provide the dumpsters and Mission of the Dirt Road has provided volunteers and other heavy equipment to maximize the amount of trash and debris we have been able to remove more than 30 tons of tires and trash from the neighborhood since 2022.

- Seeds of Grace will be eligible to apply for grants from The Community Foundation for Northeast Florida and United Way, and both organizations are already familiar with the High Ridge Initiative.

The Clay County BCC strategic plan has the following priorities and goals:

Implement board approved recommendations from ULI studies

Continue and build relationships with outside partner organization leadership to provide a connected approach to the issues facing the county

Increase # of county hosted programs by 20%

This current informal partnership has seen success by collaborating on neighborhood clean-up days and with the SHIFT program.

While Mission of the Dirt Road has been the primary partner to this point, MOTDR recognizes that the scope of this work is outside of its capability. Seeds of Grace has always partnered with Mission of the Dirt Road in the past and is prepared to increase its involvement and capacity so that this community development project will benefit.

Services and Support Seeds of Grace will provide the High Ridge Estates neighborhood:

Conduct a door-to-door survey to learn about the High Ridge residents needs and desires related to affordable housing (grant funding and a partnership with UF FIBER is already in place for this work)

Assist with MOTDR Community Center to provide needed social services

Develop and maintain partner and financial supporter relationships for the purpose of increasing resources to the neighborhood.

Raise at least \$200,000 for direct neighborhood impact by 2030

Develop a compelling fundraising impact story to share with the wider community for the purpose of creating partnerships for affordable housing solutions and creating a coalition of engaged residents.

Using input from HRI Steering Committee, SOG Board, and data from previous studies work with the county to develop and implement a strategic plan for the future of the neighborhood.

Provide a conduit of communication between High Ridge residents and the BCC and county staff, providing education as needed.

Work with county staff to develop creative plans and solutions to address needs in High Ridge Estates

Ensure that neighborhood residents' desires and needs for the neighborhood remain forefront in the BCC's conversation about plans for High Ridge Estates.

Collaborate with other non-profits to bring in resources that are beneficial to the neighborhood

Assist with the connection between non-profits who may provide education, increase health and well-being, assist with home repairs or development of affordable housing

Assist the county in vetting potential new partner organizations for work related to HRI

Recruit non-profits to fill specific needs as they arise in the neighborhood

Manage MOTDR's home repair program

Work with governmental agencies and other non-profits to advocate for improved housing, transportation, and jobs, especially as it relates to the 32656 zip code (High Ridge's zip code). This may include but is not limited to advocating at the state and federal level and with developers and builders.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Board of County
Commissioners

DATE: 6/18/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Ordinance	Ordinance	7/1/2025	Ordinance_Amendment.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	7/2/2025 - 5:06 PM	Item Pushed to Agenda

ORDINANCE NO. 2025 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING ORDINANCE NO. 2003-80, WHICH IS CODIFIED AS CHAPTER 18.3, ARTICLE VI, OF THE CLAY COUNTY CODE, ENTITLED “PUBLIC SERVICE UTILITY TAX”, BY AMENDING SECTION 18.3-202 (a) TO INCREASE THE AMOUNT OF THE TAX IMPOSED AND LEVIED BY THE COUNTY ON EACH PURCHASE OF ELECTRICITY AND METERED OR BOTTLED GAS (NATURAL, LIQUEFIED PETROLEUM GAS OR MANUFACTURED), IN THE UNINCORPORATED AREA OF THE COUNTY, FROM FOUR PERCENT TO TEN PERCENT OF THE PAYMENTS RECEIVED BY THE SELLER OF THE SERVICE FROM THE PURCHASER FOR THE PURCHASE OF THE SERVICE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Section 18.3-202(a) of Chapter 18.3, Article VI, of the Clay County Code, being the codification of Clay County Ordinance 2003-80, is hereby amended, with changes shown in strike through and underline, as follows:

(a)

There is hereby imposed and levied by the county on each purchase of electricity and metered or bottled gas (natural, liquefied petroleum gas or manufactured), in the unincorporated area of the county a tax in the amount of ~~four~~ ten percent of the payments received by the seller of the service from the purchaser for the purchase of the service. The tax hereby imposed shall not be applied against a fuel adjustment charge, if the charge is separately stated on each bill rendered by the seller to the purchaser for the purchase of a utility service.

Section 2. Except as expressly amended herein, the provisions of Chapter 18.3 of the Clay County Code, being the codification of Clay County Ordinance 2003-80, shall remain in full force and effect.

Section 3. 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 4. This Ordinance shall become effective as prescribed by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this
8th day of July, 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, July 8 4:00 PM

TO: BCC

DATE: 6/18/2025

FROM: Teresa Capó

SUBJECT: Jim Ryan submitted his resignation as a member of the Lake Asbury/Penney Farms Citizens Advisory Committee.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Mr. Ryan stated that it came to his attention that a potential conflict of interest could arise based on his participation on other County committees.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Ryan Resignation	Cover Memo	7/1/2025	Ryan_Resignation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capó, Teresa	Approved	6/18/2025 - 10:09 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	6/20/2025 - 6:48 AM	AnswerNotes

From: [Eileen Flynn](#)
To: ["Jim Ryan"](#)
Cc: [Dodie C. Selig](#); [Teresa Capo](#)
Subject: RE: LA/PF Citizens Advisory Committee Resignation
Date: Wednesday, June 18, 2025 8:45:53 AM

Thank you!

Eileen D Flynn
Planning Tech
Clay County Planning Dept.
477 Houston Street
Green Cove Springs, FL 32043
tel:904-541-5281

From: Jim Ryan <Jim.Ryan@jmafcu.org>
Sent: Tuesday, June 17, 2025 5:21 PM
To: Eileen Flynn <Eileen.Flynn@claycountygov.com>
Subject: LA/PF Citizens Advisory Committee Resignation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern,

It was brought to my attention that a potential conflict of interest could arise based on my participation in other County committees. To avoid any potential conflict, I am, therefore, resigning as the Chair and as a member of the Lake Asbury / Penney Farms Citizens Advisory Committee effective today.

Jim Ryan CCUE

President
NMLS# 771661

JMAFCU NMLS# 627241
Toll Free: 800-581-2256 Ext.: 140-4570
P: 904-378-4570 F: 904-378-4583





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 8 4:00 PM

TO: Clay County Board of
Commissioners

DATE: 5/16/2025

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT:

Bid Opening Tabulation for June 14 2025:

A. Bid No. 24/25-046, Evergreen Lane From CR 220B to Lisa Dawn Dr; Evergreen Lane to School

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Bid Tab	Cover Memo	7/1/2025	Bid_tabs_BCC_bid_openings_070825.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	7/2/2025 - 5:03 PM	Item Pushed to Agenda

BID TABULATION FORM

Bid: 24/25-046

Date: June 24, 2025

Proj: **Evergreen Lane from CR 220B to Lisa Dawn Dr;
Evergreen Lane to School**

Time Open: 9:00 AM

Ad: Clay Today, May 15, 2025

Time Close: 9:04 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	\$725,671.46
2	CGC, Inc.	Yes	Yes	\$1,322,247.62
3	DB Civil Construction, LLC	Yes	Yes	\$769,992.00
4	EltonAlan Incorporated	Yes	Yes	\$1,094,230.54
5	J.D. Hinson Company	Yes	Yes	\$1,338,799.97
6	Reeves Construction Company	Yes	Yes	\$1,183,627.50
7				
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