



**BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA**

April 22, 2025
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Burke

PLEDGE

Ann Poindexter (MA3, USN)

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

SPECIAL STAFF RECOGNITION

Frederick Corlett Retirement Recognition

PROCLAMATIONS/RESOLUTIONS

1. National Child Abuse Prevention Month (April 2025)
2. Parkinson's Awareness Month (April 2025)
3. Law Enforcement Appreciation Week (May 11-17, 2025) Police Memorial Day May 8, 2025
4. Mental Health Awareness Month (May 2025)

PRESENTATIONS

Jacksonville Transportation Authority Quarterly Update (C. Weckerman)
The Fire Watch Annual Report (N. Howland)
Cheswick Oaks Avenue Corridor Study (R. Smith)

CONSTITUTIONAL OFFICERS

APPROVAL OF MINUTES

5. Board of County Commissioners Meeting Minutes April 8, 2025.
6. Board of County Commissioners Special Meeting Minutes April 15, 2025.

PUBLIC COMMENTS

CONSENT AGENDA

7. 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.

8. RFQ No. 24/25-051, Development of a Comprehensive Safety Action Plan for Safe Streets for All (K. Smith)

Review of Staff's ranking of the submittals received for RFQ No. 24/25-051, Development of a Comprehensive Safety Action Plan for Safe Streets for All.

1. Foresite Group, LLC - 91.7
2. EXP U.S. Services, Inc. - 85.0
3. TJKM, Inc. - 83.7

A committee consisting of the Engineering Director, Grants Director, and Planning and Zoning Director performed the evaluation and ranking of the submittals received. If desired, the Board may request presentations from the Consultants.

If awarded, approval of award will be effective after the 72-hour protest period has expired. The awarded Consultant shall have the final report no later than September 30, 2025. An agreement will be negotiated and brought back to the Board for approval.

Funding Source:

Unincorporated Municipal Services MSTU Fund - All Grants
Organization - Safe Streets and Roads for All FY2023 - Professional Services

9. RFP No. 24/25-065 Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction (K. Smith)

Review of Staff's ranking of the Proposals received for RFP No. 24/25-065, Camp Chowenwaw Park Swimming Pool Management, Lifeguard

Staffing, and Swim Instruction.

1. One Stop Aquatic Safety, LLC - 91
2. YMCA of Florida's First Coast - 77.7
3. Elite Amenities NE FL, LLC - 41
4. Pool Management, LLC - 25.7
5. USA Management - 22.33

A committee consisting of the Director of Library Services, Parks & Recreation Park Ranger, and the Parks & Recreation Office Coordinator, performed the evaluation and ranking of the responses received. If desired, the board may request presentations.

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

Funding Source:

General Fund - Camp Chowenwaw - Temporary Labor

10. Comprehensive Agreement with Fortress Secured, LLC for the Delivery of Two Fire Station Facilities (E. Dendor/W. Sams)

Approval of the Comprehensive Agreement with Fortress Secured, LLC for the Delivery of Fire Stations 1 and 22 in the total amount of \$21,336,287.50 with substantial completion of each Station to be achieved within 365 days of the issuance of the Notice to Proceeds.

Funding Sources:

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

11. Cooperative Agreement between Clay County and Lincoln Memorial University Re: Clay County Animal Service Shelter and Care Facility (G. Biastre)

A) Approval of the Cooperative Agreement between Clay County and Lincoln Memorial University (LMU) to establish terms and conditions regarding a financial contribution from LMU in the amount of \$1,000,000.00 in exchange for access and use of the new Animal Services Facility. The term of the agreement begins on the effective date for a period of ten (10) years.

B) Approval of the accompanying budget resolution.

Funding Source (Revenue):

General Fund - Sponsorship - Animal Services Building -
Contributions/Donations

12. Approval of Purchase Agreement for Purchase of Permanent Easement for Drainage for BTP Project #6A - CR 315 (Maryland to US 17) and authorization for County Manager to execute all documents necessary to close the acquisition (C. Grimm/E. Dendor)
13. Fifth Amendment to Phase 2 Construction Agreement 2022/2023-18 for the Bonded Transportation Program CMAR Group #1, Project 4 with Kiewit Infrastructure South Co. (E. Dendor)

Approval of the Fifth Amendment to Phase 2 Construction Agreement 2022/2023-18 for the Bonded Transportation Program CMAR Group #1, Project 4 with Kiewit Infrastructure South Co. increasing the total cost in the amount of \$265,471.66 to include the work associated with Change Orders and Plan Revisions and to include an incentive payment for reaching substantial completion 35 working days prior to the Incentive-Disincentive Completion Date.

Funding Source:

Capital Improvement Fund - 2020 Bond Construction Fund - Mobility-Lake Asbury-GCS Fund -Sandridge-Henley-CR209 - Infrastructure

14. Ninth Amendment to Agreement No. 2020/2021-228 for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management at Risk Group #1 with GAI Consultants, Inc. (E. Dendor)

Approval of the Ninth Amendment to Agreement No. 2020/2021-228 for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management at Risk Group #1 with GAI Consultants, Inc. for a reduction in the amount of \$68,583.32.

Funding Source:

American Rescue Plan Fund 2020 Bond Construction Fund Mobility-Lake Asbury-GCS Fund CR209 - CR315B-Sandridge - Infrastructure

15. First Amendment to Agreement No. 2020/2021-147 regarding Legal Representation for Clay County Bonded Transportation Program with Birchfield & Humphrey (E. Dendor)

Approval of the First Amendment to Agreement No. 2020/2021-147 regarding Legal Representation for the Clay County Bonded Transportation Program with Birchfield & Humphrey with regard to Right-of-Way Matters extending the term through December 31, 2025 and increasing the total authorized costs from \$54,999.00 to \$90,000.00.

Funding Source:

- Varies by Project
16. Modification to ARPA Funding Agreement 2024/2025-39 for The Fire Watch Project, Inc. (M. Covey)

Approval of amendment to modify the deliverables and reimbursement schedule for The Fire Watch Project, Inc., including updated reporting requirements. Total funding remains at \$20,000.00.

Funding Source:

American Rescue Plan Fund - Fire Watch - Other Contractual Svc

17. Urban Area Security Initiative (UASI) Agreement for the Management and Control of Property and Equipment (M. Covey/T. Devin)

Approval of Agreement for the Management and Control of Property and Equipment Acquired with Federal Urban Areas Security Initiative (UASI) Grant Funds between and among the City of Jacksonville, Baker County, Nassau County, and St. Johns County beginning on the effective date through September 30, 2025. Clay County's allocation under this agreement is \$193,667.00.

Funding Source:

N/A

18. Approval of Right of Way Easement in favor of Clay Electric Cooperative, Inc., re: Regional Park (G. Price)
19. SHIP Program Local Housing Assistance Plan (LHAP) for Fiscal Years 2025-2028 (T. Sumner)
- A) Approval of the SHIP Program Local Housing Assistance Plan (LHAP) for FY25/26, FY26/27, and FY27/28.
 - B) Approval of the Certification to the Florida Housing Finance Corporation (Exhibit D)
 - C) Approval of the Adopting Resolution (Exhibit E)
20. Acceptance for Final Plat for Recording- Hidden Oaks Retreat (District 4, Comm. Condon)(R.Smith)
- The staff has reviewed and recommends that the Board accept and approve the final plat of the Hidden Oaks for recording.
21. Lien Reduction
- Case No. CE-20-082, 2326 North Street, Middleburg, Florida
Noel and Cheryl Starnes, property owners
22. Lien Reduction
- Case No. CE-23-069, 5573 Oregon Trail, Middleburg, Florida
Mark McClure, previous property owner
Meck Tech Corp., current property owner

DISCUSSION/UPDATES

23. Strategic Plan Update (C. Everill)
24. Department of Government Efficiency Update (H. Boucher)

NEW BUSINESS

25. Bid No. 24/25-055, Fire Station 18 Parking Lot (K. Smith)
Approval to reject Bids received for Bid No. 24/25-055, Fire Station 18 Parking Lot. The one Bid received was over budget.
Staff will immediately re-evaluate and re-advertise the Bid in an attempt to receive more competitive Bid submittals.

Funding Source:

General Fund - Rescue Services - Fire Station 18 Front Parking Lot Replacement - Infrastructure
Fire Control MSTU Fund - Fire Control MSTU - Fire Station 18 Front Parking Lot Replacement - Infrastructure

26. Code Enforcement Foreclosure Discussion (C. Grimm/C. Stewart/T. George)
27. Request for Prospective Buyer Lien Reduction for Thaddius Lee (C. Stewart)
Property Address: 6413 Baylor Avenue, Keystone Heights, FL 32656

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

28. Public Hearing on Ordinance and Resolution to Amend the Capital Improvement Plan and Other Budget Adjustments (R. Kantor)
(A) Public Hearing to consider approval of Ordinance amending the Capital Improvement Element (CIE) portion of the Clay County Capital Improvement Plan.

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

(C) Approval of Budget Resolution amending the FY24/25 Budget.

Various Funding Sources

29. Fifteenth Amendment to Agreement No. 2020/2021-213 for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management at Risk Group #2 with Jacobs Engineering Group Inc. (E. Dendor)
Approval of the Fifteenth Amendment to Agreement No. 2020/2021-213

for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management at Risk Group #2 with Jacobs Engineering Group Inc. to include amendments to Projects #2 and #5 in the amount of \$220,887.03.

Funding Source:

2020 Bond Construction Fund

Mobility - Branan Field-Oakleaf Fund

30. Public Hearing for the purpose of considering the entry into a Purchase and Sale Agreement for the purchase by the County of real property necessary for the Bonded Transportation Program, more particularly described as a portion of Tax Parcel No. 39-05-26-015113-006-00, and authorization for County Manager to execute all documents necessary to close the acquisition (C. Grimm/E. Dendor)

LETTERS FOR ACTION

31. Discussion of Resignation from the Clay County Historic Preservation Board
District 4 member, Deirdre Murphy, submitted her resignation from the Historic Preservation Board effective April 3, 2025.
32. Letter of Support for Clay County Rescue Mission's Florida Blue Grant Application

LETTERS OF DOCUMENTATION

33. Bid Opening Tabulations (K Smith)
Bid Opening Tabulation for April 4, 2025:
A. RFP No. 24/25-065, Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

Bid Opening Tabulation for April 8, 2025:
A. Bid No. 24/25-055, Fire Station 18 Parking Lot

Bid Opening Tabulation for April 15, 2025:
A. Bid No. 24/25-045, Black Creek Trail Boardwalk Rehabilitation

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, April 22 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/11/2025 - 2:19 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Clay County
Board of County
Commissioners

DATE:

FROM:

SUBJECT:

AGENDA ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/11/2025 - 2:20 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners

DATE:

FROM: Jessica
Leighton, Director of
Personnel

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

Fred began with the County in January of 2014. He served in the following roles: Custodian I (Part Time) - 2014; Custodian I (Part Time to Full Time) - Oct 2014; Custodian II - Feb 2024.

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/11/2025 - 2:20 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Child Abuse Prevention Month proclamation	Cover Memo	4/10/2025	2025_Child_Abuse_Prevention_Month_.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	4/11/2025 - 2:20 PM	Item Pushed to Agenda

WHEREAS, the well-being and safety of children are essential to our future, and each of us must do our part to create safe, stable, nurturing environments for children so they can grow up safe, healthy, educated, and prepared to reach their full potential in life; and

WHEREAS, it is the responsibility of the entire community—families, neighborhoods, schools, social service organizations, law enforcement, businesses, and other community members—to work together to ensure the protection of children and the prevention of abuse and neglect; and

WHEREAS, prevention programs and support services are vital to reducing the incidence of child abuse and neglect, and these programs rely on the dedication and contributions of nonprofit organizations, behavioral health providers, private industry partners, and community-based care providers like Kids First of Florida, and case management organizations like Camelot Community Care, who work tirelessly to provide help and support to children and families; and

WHEREAS, April has been designated as Child Abuse Prevention Month to raise awareness of the importance of preventing child abuse, to promote the well-being of children, and to recognize the efforts of individuals and organizations working to address this issue.

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

CHILD ABUSE PREVENTION MONTH IN CLAY COUNTY

and encourages all citizens to recognize the importance of family, community, and law enforcement involvement in the protection and prevention of child abuse and neglect. We further urge all citizens to support efforts to raise awareness and engage in activities that promote the well-being and safety of children, strengthen families, and create strong and healthy communities.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 22nd day of April 2025.

ATTEST:

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

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

Betsy Condon, Chairman

Kristen Burke, DC, Vice Chairman

John Sgromolo

Alexandra Compere

Jim Renninger



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
▢	Parkinson's Awareness Month proclamation	Cover Memo	4/10/2025	2025_Parkinson_s_Awareness_Month.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	4/11/2025 - 2:21 PM	Item Pushed to Agenda

WHEREAS, Parkinson’s disease is a progressive neurological disorder causing motor and non-motor symptoms that significantly impact the quality of life of those affected; and

WHEREAS, it is estimated that more than 10 million people worldwide live with Parkinson’s disease, including more than 100,000 Floridians, and 1.2 million people are diagnosed in the U.S. each year; and

WHEREAS, Parkinson’s disease is the second most common neurodegenerative disorder, with no known cure, and early diagnosis, treatment, and education are critical to improving the lives of those living with the disease; and

WHEREAS, during Parkinson's Awareness Month, we are encouraged to increase awareness of the disease, promote advocacy for those living with Parkinson's, and recognize the contributions of caregivers, healthcare providers, researchers, and organizations dedicated to advancing Parkinson’s disease research and supporting affected individuals and their families; and

WHEREAS, Clay County has a strong Parkinson’s support community and the Parkinson’s Support Group of Orange Park, Florida, offers patient and caregiver monthly support meetings, exercise classes, and guest speakers covering an array of topics including nutrition, medications, exercise, and rehabilitation.

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

PARKINSON’S AWARENESS MONTH IN CLAY COUNTY

and in so doing, commends the outstanding work of the Parkinson’s Support Group of Orange Park, and calls upon all citizens to recognize the importance of supporting those living with this challenging condition.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 22nd day of April 2025.

ATTEST:

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

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

Betsy Condon, Chairman

Kristen Burke, DC, Vice Chairman

John Sgromolo

Alexandra Compere

Jim Renninger



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Police Memorial Day proclamation	Cover Memo	4/10/2025	2025_Police_Memorial_Day.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	4/11/2025 - 2:21 PM	Item Pushed to Agenda

WHEREAS, the Clay County Board of County Commissioners would like to recognize the 2025 Police Memorial Week Ceremony to be held on Thursday, May 8, 2025, at Moosehaven in honor of the law enforcement officers who lost their lives in the line of duty serving the citizens of Clay County; and

WHEREAS, our community understands the responsibilities, hazards, and sacrifices made daily by the men and women of law enforcement who serve as guardians of our safety and security, selflessly dedicating their lives to protecting the public, upholding the law, and preserving peace in our communities; and

WHEREAS, law enforcement officers embody key values such as honor, integrity, and courage, which have played a crucial role in shaping our Nation and community, and they serve as role models for children, mentors to teenagers, and guardians for the most vulnerable members of society; and

WHEREAS, during uncertain times, our local law enforcement officers with the Clay County Sheriff’s Office and Orange Park and Green Cove Springs Police Departments all bravely face challenges and have never wavered in times of crisis or tragedy, standing steadfast to ensure the safety of all Clay County residents and visitors; and

WHEREAS, on this day, we honor and remember the twelve dedicated law enforcement officers who have made the ultimate sacrifice in the line of duty and extend our deepest condolences to their families and colleagues.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim May 8, 2025, as

POLICE MEMORIAL DAY IN CLAY COUNTY

and May 11 through May 17 as Law Enforcement Appreciation Week in Clay County, encouraging all citizens to recognize the sacrifices of our local law enforcement professionals and their families as they fulfill their solemn oath to protect and serve our community.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 22nd day of April 2025.

ATTEST:

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

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

Betsy Condon, Chairman

Kristen Burke, DC, Vice Chairman

John Sgromolo

Alexandra Compere

Jim Renninger



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Mental Health Awareness Month proclamation	Cover Memo	4/10/2025	2025_Mental_Health_Awareness_Month.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	4/11/2025 - 2:23 PM	Item Pushed to Agenda

WHEREAS, every May, Mental Health Awareness Month is observed to combat the stigma surrounding mental illness, promote support, raise public awareness, and advocate for equal access to care; and

WHEREAS, mental illness impacts millions across the United States, taking forms such as anxiety, depression, mood disorders, eating disorders, PTSD, and psychotic disorders, with one in five adults experiencing some form of mental illness each year and one in twenty facing serious mental health challenges; and

WHEREAS, mental illness profoundly affects youth and young adults, with one in six individuals aged 6 to 17 experiencing a mental health disorder each year; half of all lifetime mental health conditions begin by age 14; and suicide stands as the second leading cause of death among those aged 10 to 14; and

WHEREAS, a lack of awareness, stigma, and barriers to care prevent many from seeking help, resulting in 60% of adults and 50% of youth not receiving the mental health treatment they need, with an average delay of 11 years between the onset of symptoms and receiving care; and

WHEREAS, promoting mental health and wellness, along with increasing community awareness of available support and services, particularly through prevention and early intervention efforts, could significantly reduce the number of adults and children facing serious mental health conditions in our community.

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

MENTAL HEALTH AWARENESS MONTH IN CLAY COUNTY

and in doing so, urges all Clay residents to challenge the stigma of mental illness and utilize the resources from community-based organizations like the National Alliance on Mental Illness - Jacksonville and Clay Behavioral Health Center to help manage stress, build healthy relationships, and improve their overall well-being and quality of life.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 22nd day of April 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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
JTA Presentation ▢ Clay Commission 04-22-2025	Presentation	4/17/2025	JTA_Presentation_Clay_Commission_04-22-2025.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/11/2025 - 2:24 PM	Item Pushed to Agenda



Clay County Board of Commissioners

April 22, 2025





Agenda

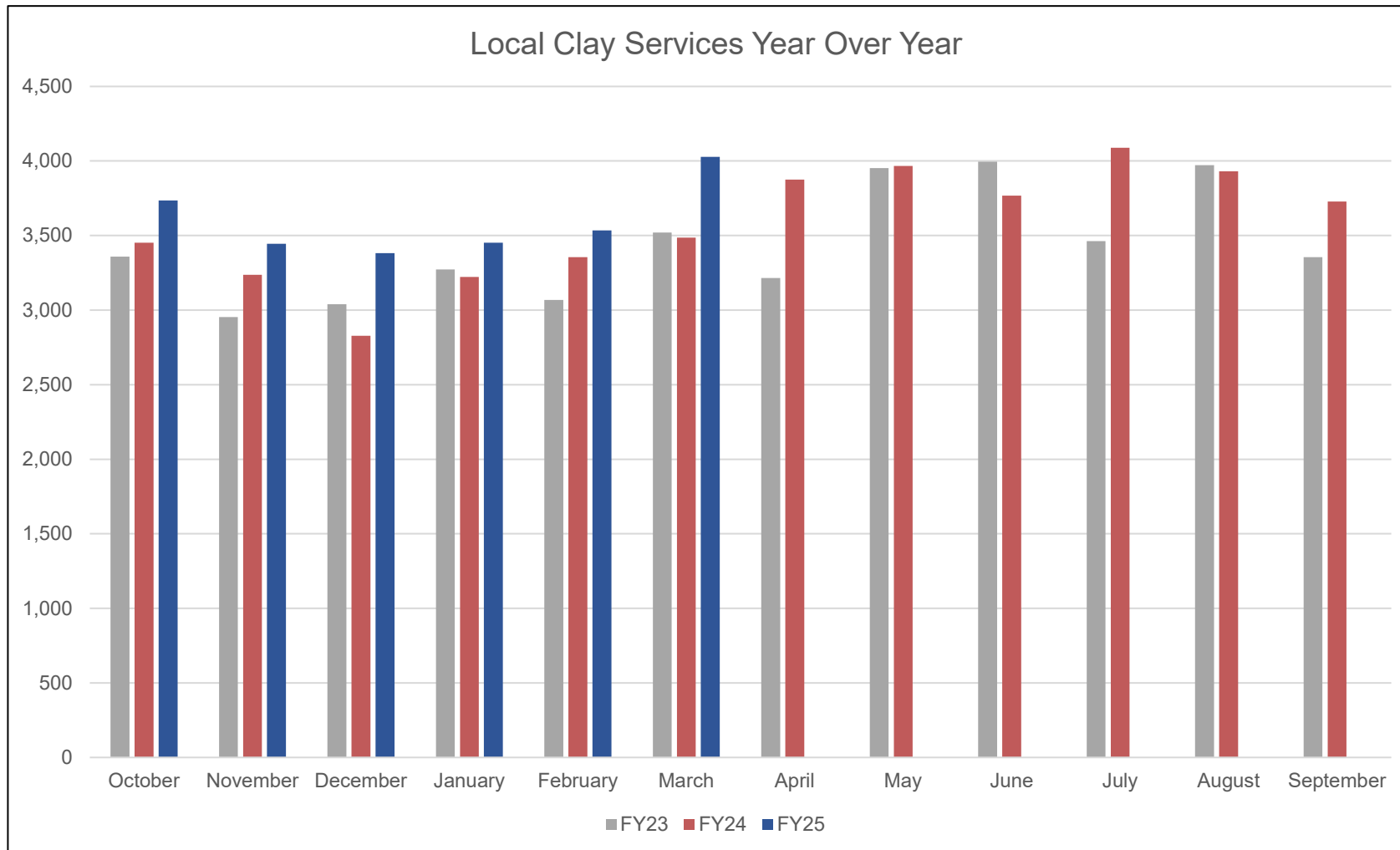
Agenda:

- Ridership
- Clay Flex Service
- Transportation Disadvantaged (TD) Service
- Express Select Service
- Recent Activity
- Next Steps



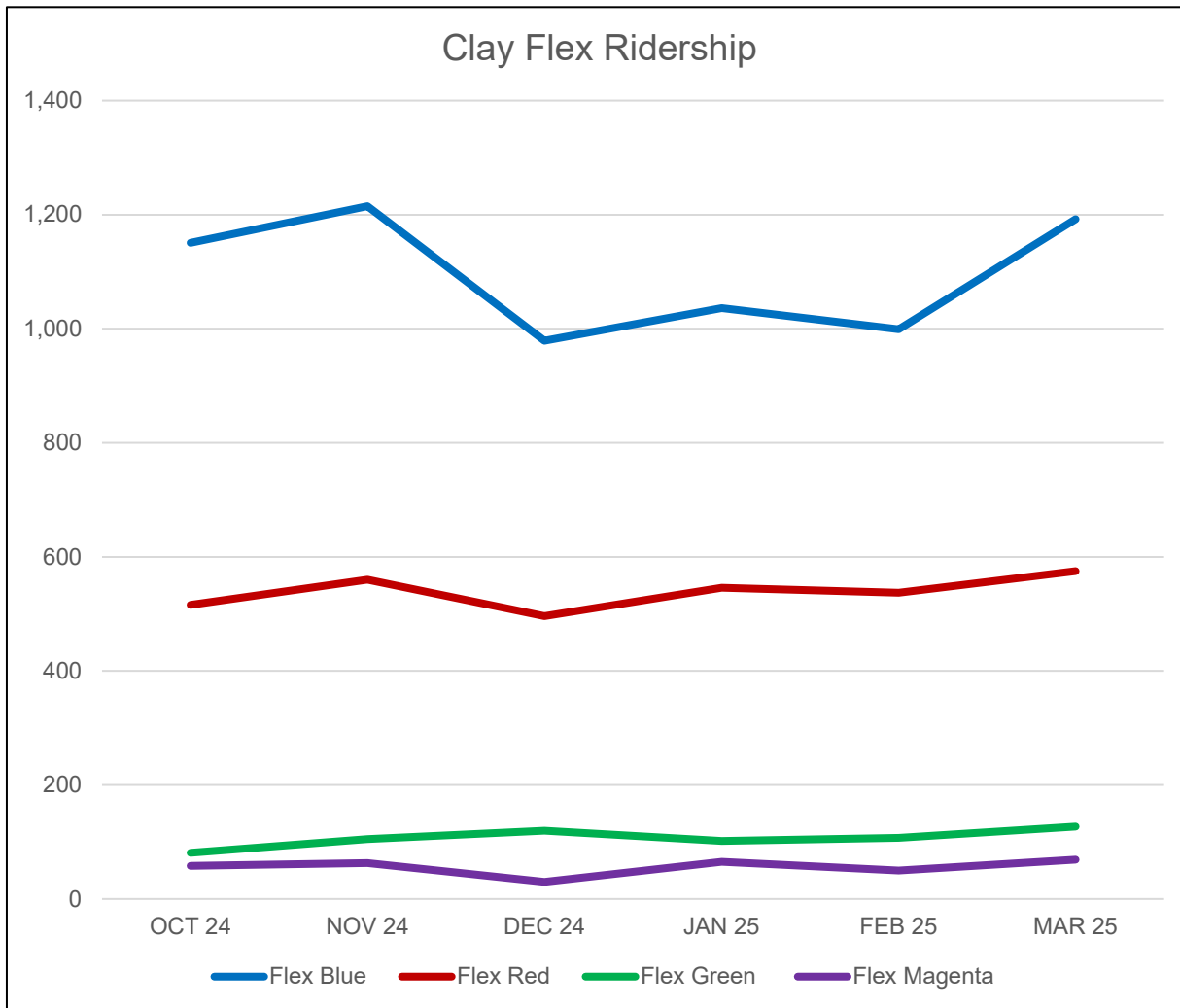


Ridership – Clay Services





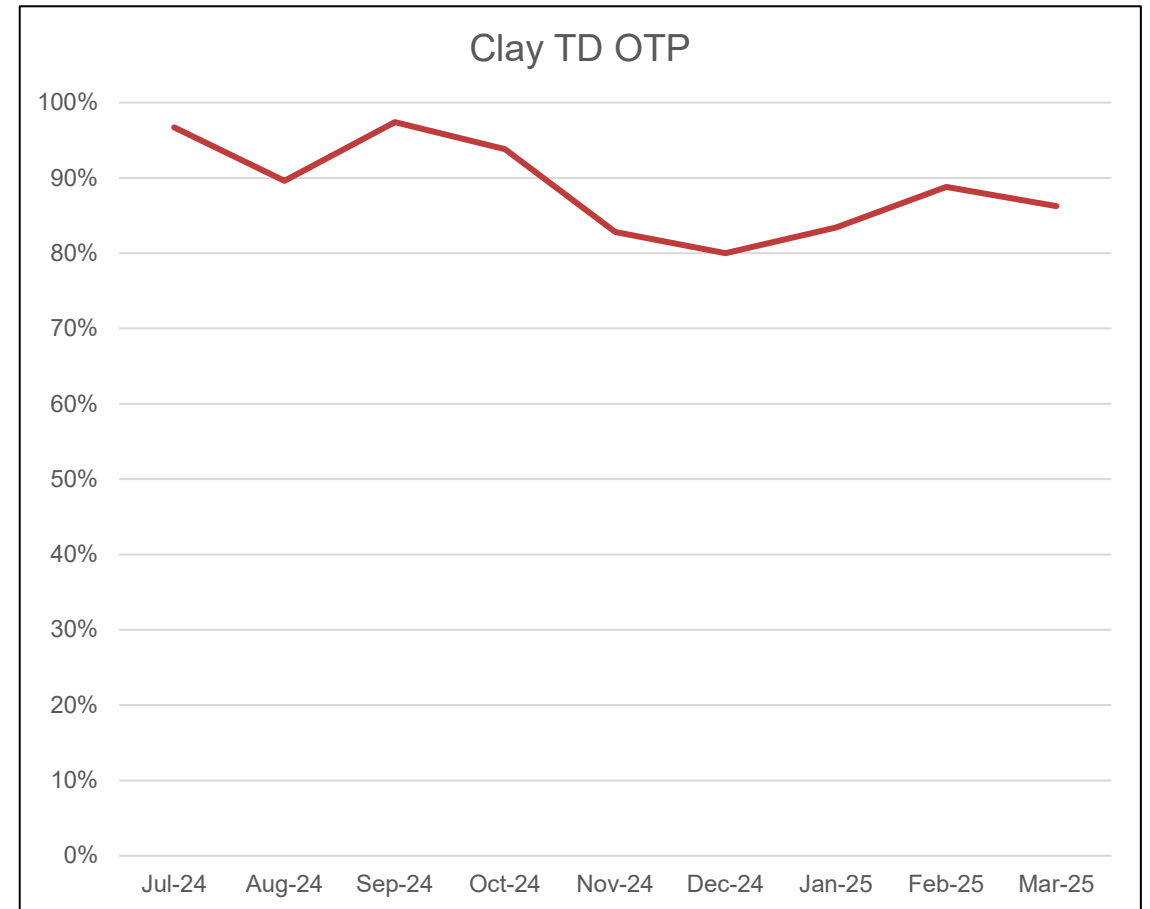
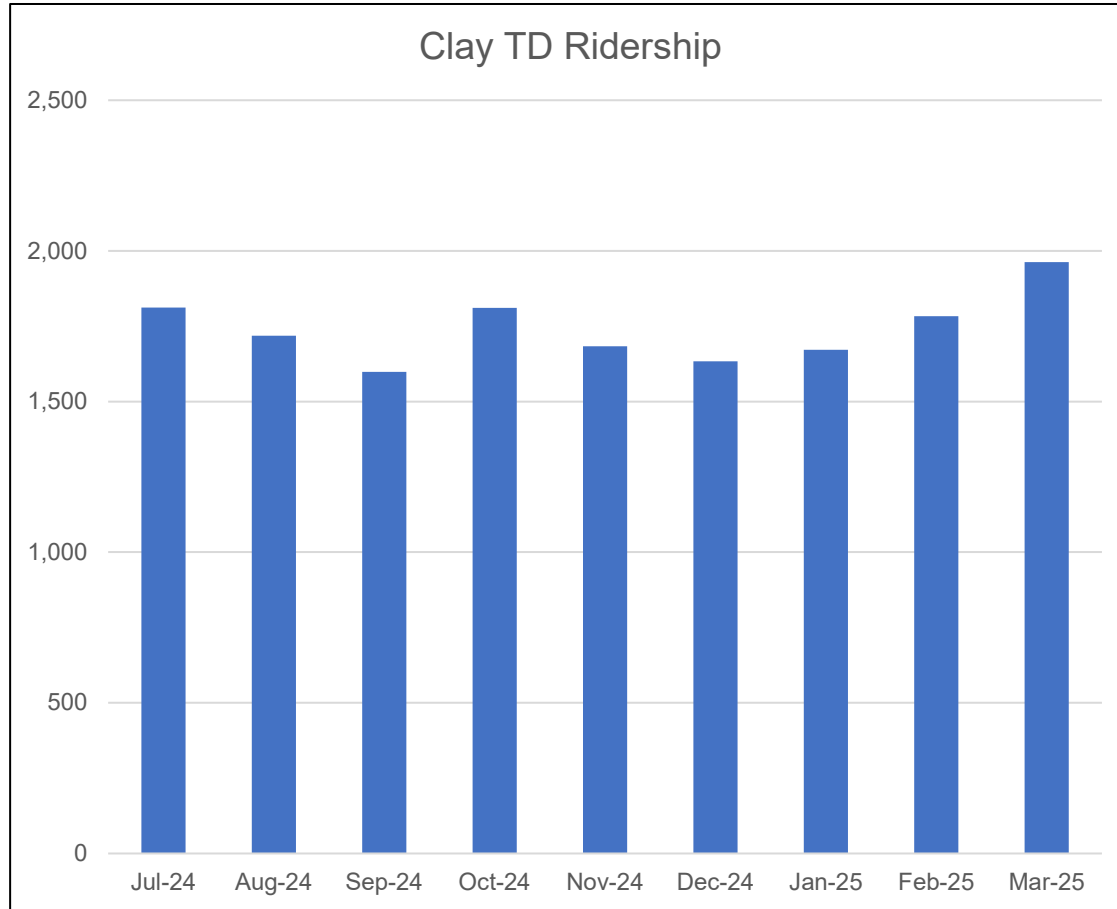
Ridership – Clay Flex



Ridership	Flex Blue	Flex Red	Flex Green	Flex Magenta
Oct-24	1,151	516	81	58
Nov-24	1,215	560	105	63
Dec-24	979	496	120	30
Jan-25	1,036	546	102	65
Feb-25	999	537	107	50
Mar-25	1,192	575	127	69
Total	6,572	3,230	642	335

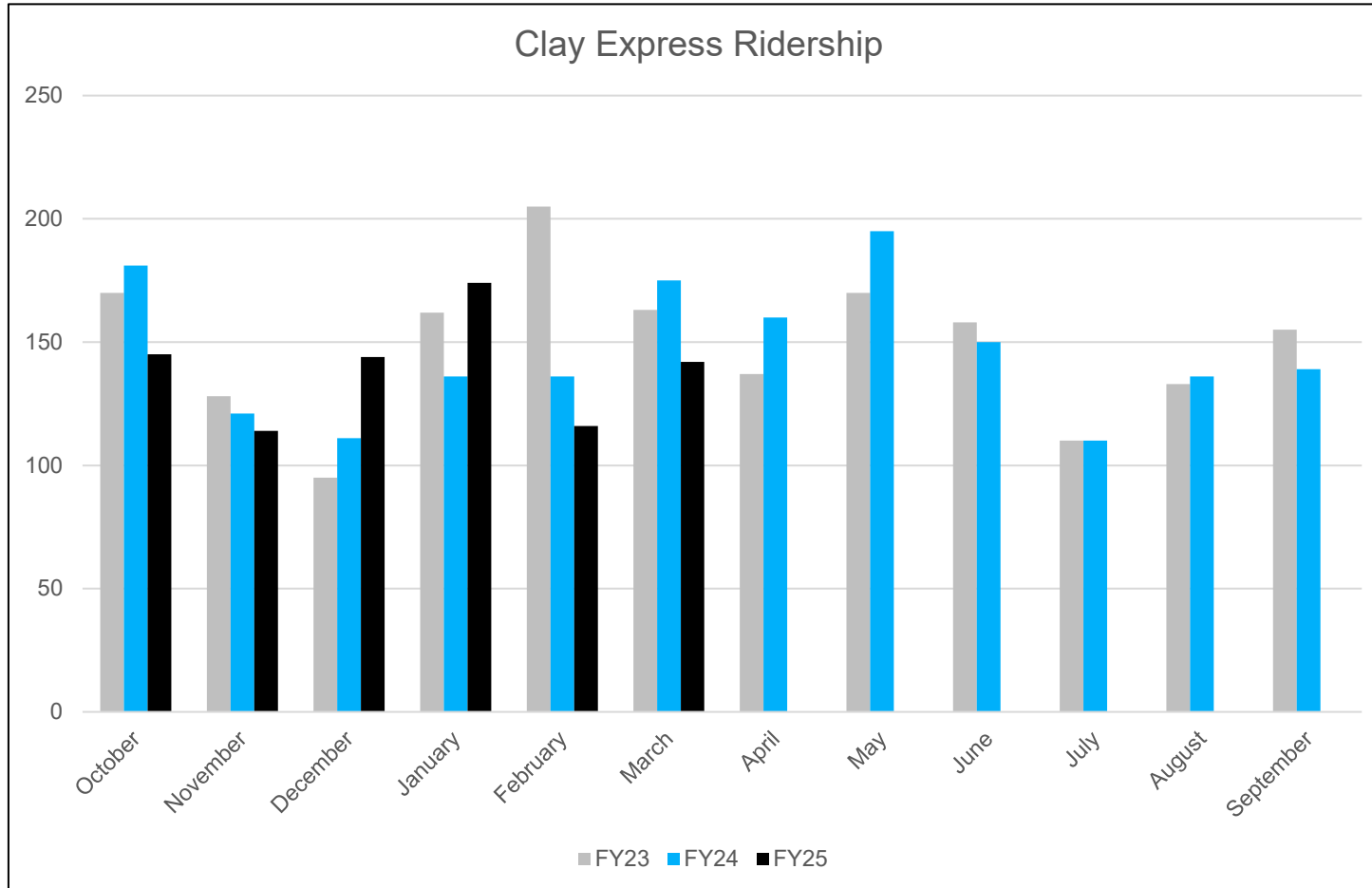


On Time Performance – Clay TD





Ridership – Clay Express Ridership





Recent Activities

- New contract operator for Clay Express Select (March 1)
- Collaborative meeting with JTA / Clay County / Local Service Providers (March 12)
- Implemented Blue flex route change to service Baptist Medical Center Clay (March 31)





Next Steps



- Joint County/JTA staff tour of key locations – next week
- Presentation to Clay County staff of service options & recommendation
- Continued focus on service quality improvement



Thank You





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners

DATE: 4/7/2025

FROM: Megan
Covey, Grants
Director

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ Presentation	Cover Memo	4/21/2025	The_Fire_Watch_Annual_Report_Clay_County_Veteran_Suicide_Data_Presentation_March_2025ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/11/2025 - 2:24 PM	Item Pushed to Agenda



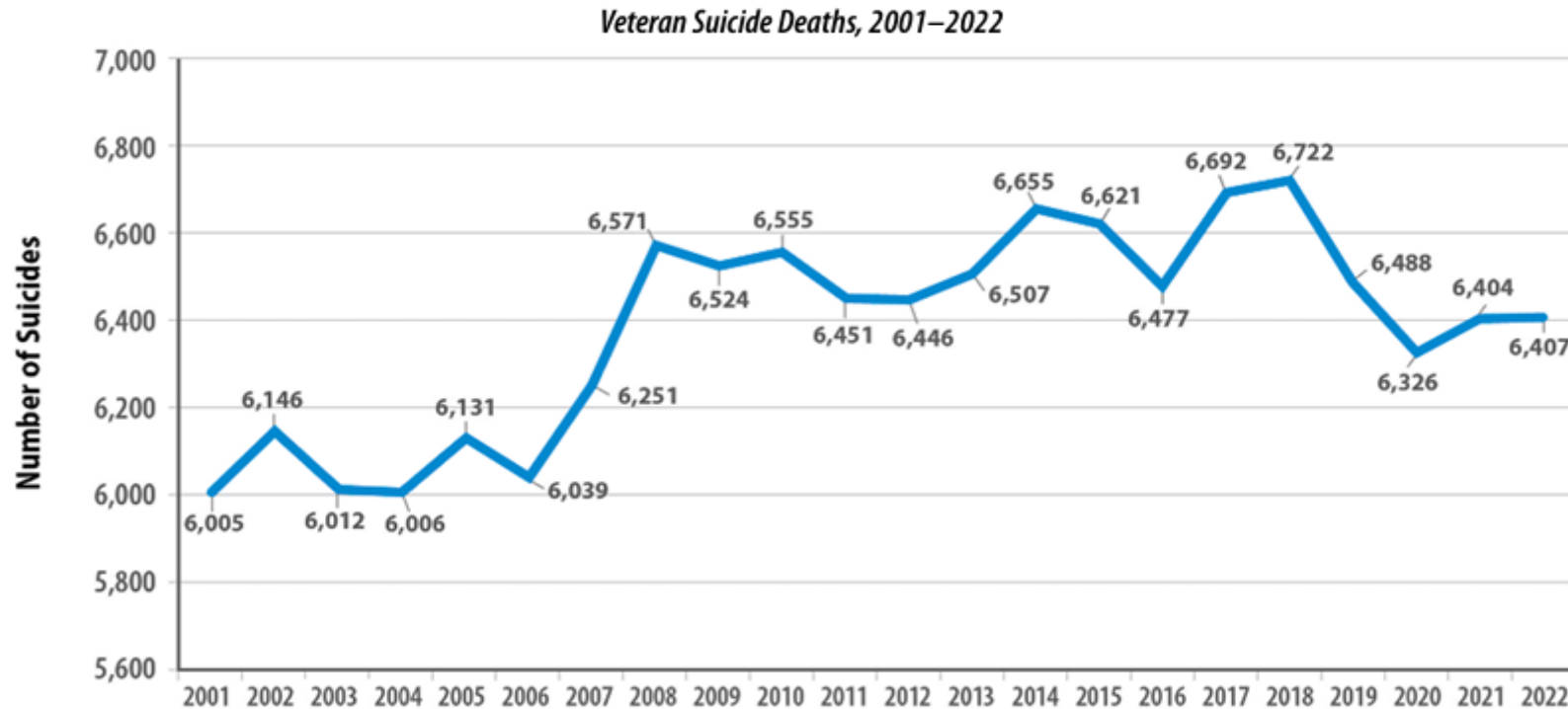
STAND AGAINST VETERAN SUICIDE

Clay County Veteran Suicide Data Report

March 2025



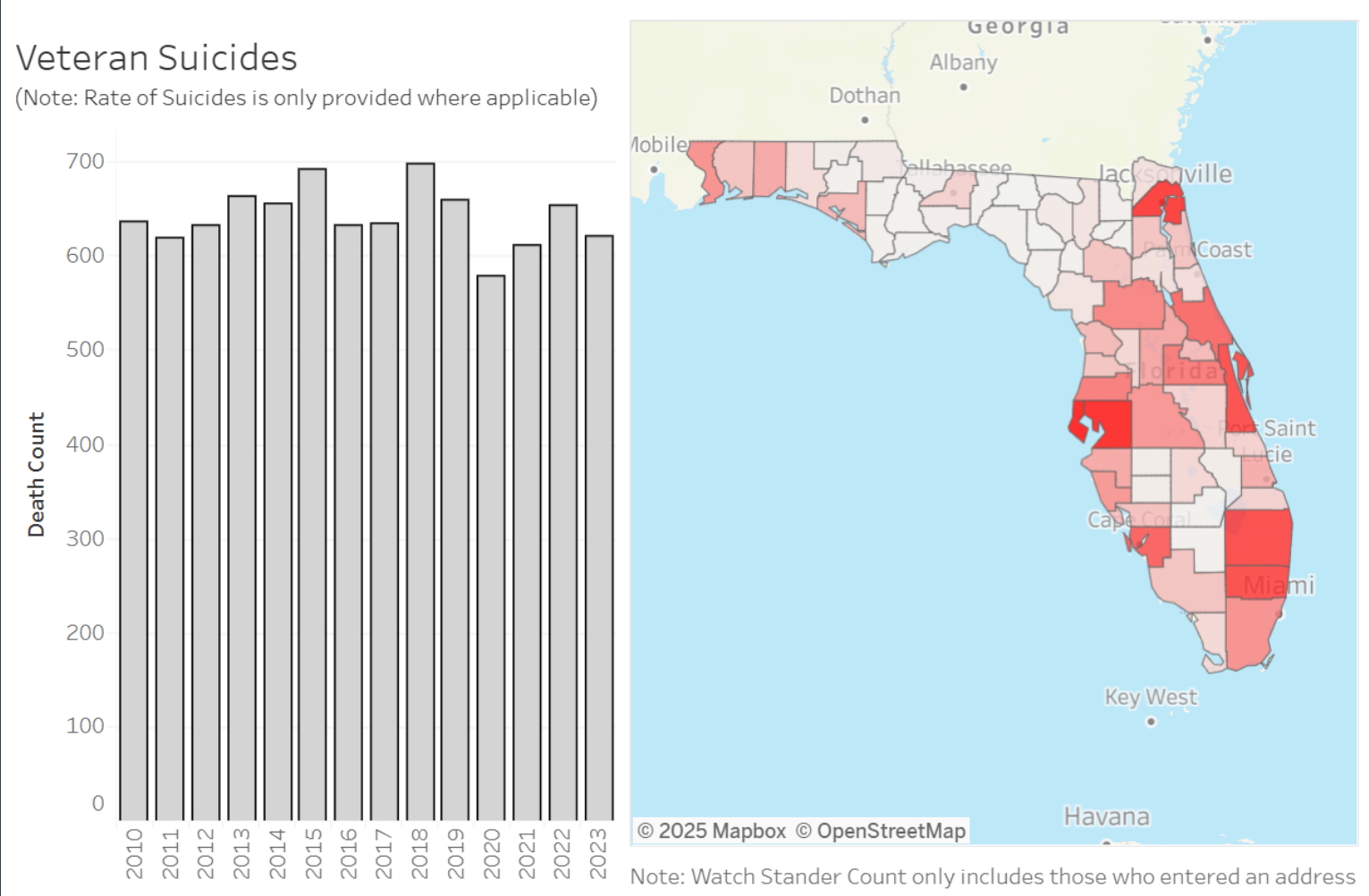
Veteran suicide is a National crisis ...



Source: 2024 National Veteran Suicide Prevention Annual Report, U.S. Department of Veterans Affairs

In **2022**, the unadjusted suicide rate for Veterans was **34.7 per 100,000**. It was **13.5 per 100,000** for female Veterans and **37.3 per 100,000** for male Veterans. Among non-Veteran U.S. adults, the suicide rate in **2022** was **17.1 per 100,000**, and it was **7.2 per 100,000** for female non-Veteran adults and **28.7 per 100,000** among male non-Veteran adults.

... a State crisis ...

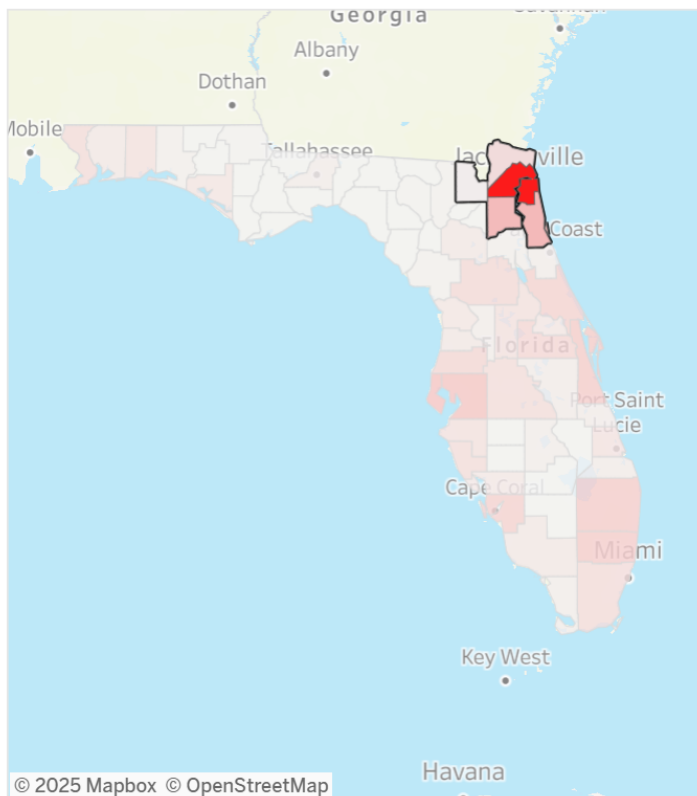
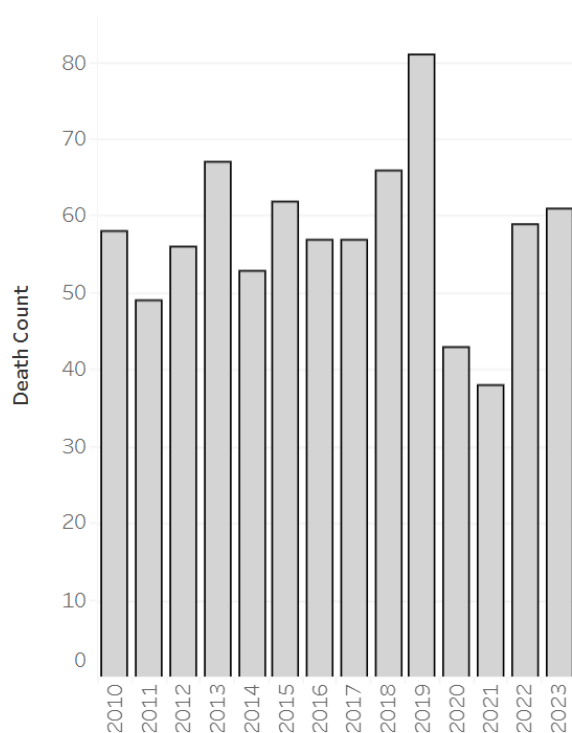


Sources: 2024 Health Charts, Florida Department of Health and www.thefirewatch.org

... and a Regional crisis.

Veteran Suicides

(Note: Rate of Suicides is only provided where applicable)



Note: Watch Stander Count only includes those who entered an address

NE Florida Veteran Suicides - 2019

County	2019
Baker	2
Clay	19
Duval	44
Nassau	3
St. Johns	13
TOTAL	81

Sources: 2024 Health Charts, Florida Department of Health and www.thefirewatch.org

***Founded
Nov 2019***



STAND AGAINST VETERAN SUICIDE

Our Vision

End Veteran Suicide By Preventing Veteran Suicide.

Our Mission

Build an early intervention network of 10,000+ community members trained to identify Veterans in crisis or just in need and to connect them to help and resources.

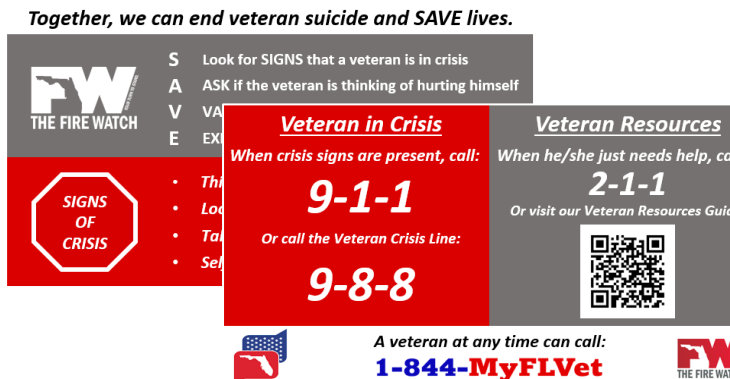
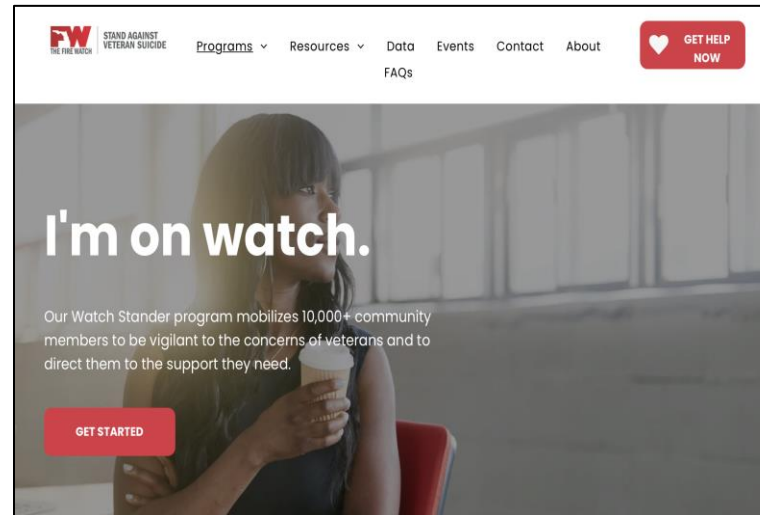
Collaborate with and strengthen Veteran suicide prevention resources in our communities.

Our Primary Objective

Reduce Veteran suicides in targeted geographies by 25% from baseline 3 consecutive years.

Watch Stander Program

- Based on the success of CPR
- Anyone can participate
- Free, on-line or in-person, 45 min
- Participants take S.A.V.E. training
 - ✓ Recognize the SIGNS of crisis
 - ✓ ASK if the Veteran's considering suicide
 - ✓ VALIDATE the Veteran's experience
 - ✓ EXPEDITE getting the Veteran help
- Receive a Watch Stander package
- Stand watch, Refer Veterans to help



Our Objectives

Watch Stander Program Objectives

- 1. Train 10,000 Watch Standers by the end of 2025. Measured Weekly.**
- 2. Achieve 70% Veteran Engagement Rate and 30% Veteran Referral Rate each Quarter. Measured Quarterly.**

Primary Organizational Objective

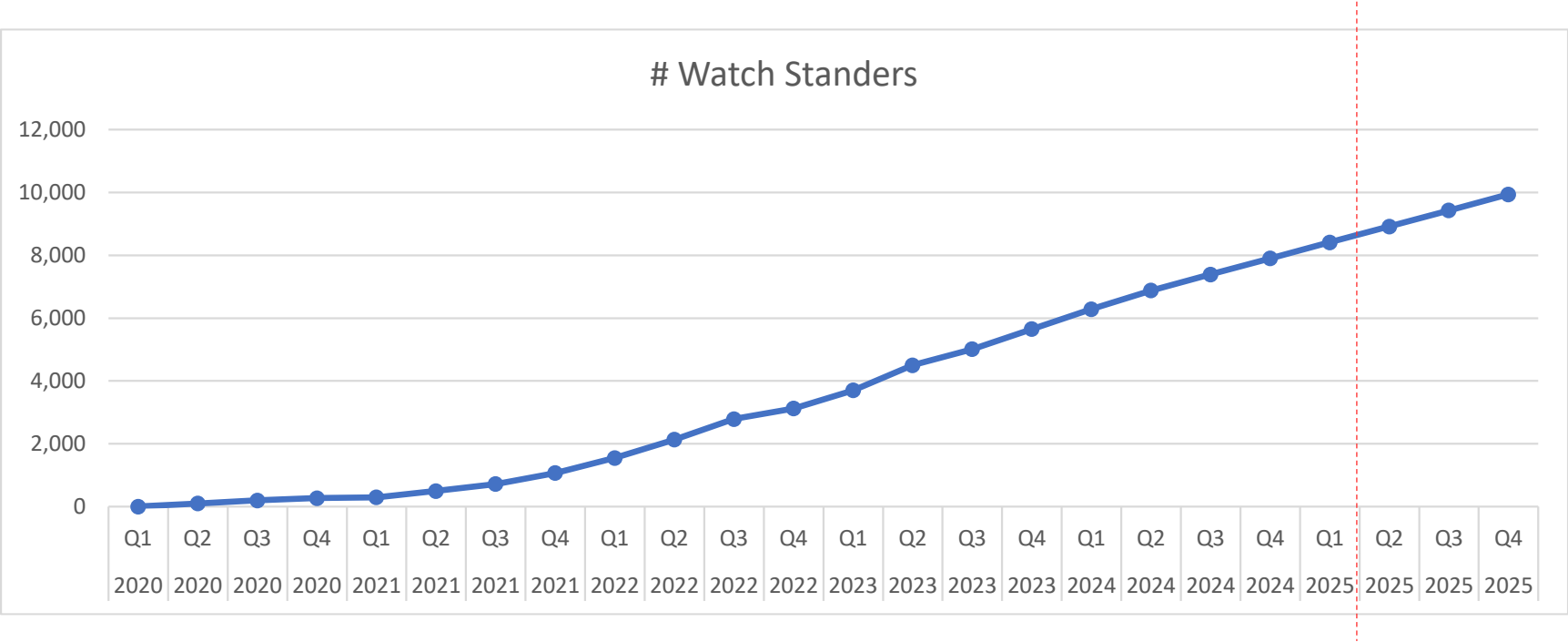
- 3. Reduce Veteran suicides in targeted geographic areas by 25% from baseline 3 consecutive years by providing Veterans with easier access to upstream resources and crisis care services. Measured Annually.**

Northeast Florida Baseline Year: 2019

Tampa Area Baseline Year: 2021

Southeast Florida Baseline Year: 2021

1. Train 10,000 Watch Standers by the end of 2025.



Source: Proprietary internal data.

On target to achieve.

2. Achieve 70% Engagement Rate and 30% Referral Rate

	Engaged with a Veteran	Top Engagement Location	Referred a Veteran	Top Referral Destination	Total Referrals (95% Confidence)
Q2 2023	76%	Work	46%	Healthcare	Not available
Q3 2023	82%	Work	37%	Healthcare	1,637 - 2,371
Q4 2023	85%	Work	36%	Healthcare	1,657 - 2,403
Q1 2024	78%	Work	37%	Healthcare	1,721 - 2,601
Q2 2024	85%	Work	34%	Healthcare	2,135 - 2,995
Q3 2024	84%	Work	48%	Healthcare	2,319 - 3,253
Q4 2024	83%	Work	31%	VA Healthcare	2,536 - 3,557

Source: Proprietary internal data. Quarterly survey developed for The Fire Watch by the CDC Foundation.

- High *Engagement Rates* mean we are training the right people as Watch Standers.
 - ✓ Work is consistently the top location where Veterans are encountered.
- High *Referral Rates* mean Watch Standers are comfortable referring Veterans to help.
 - ✓ Healthcare (physical and mental) is consistently the top referral destination.

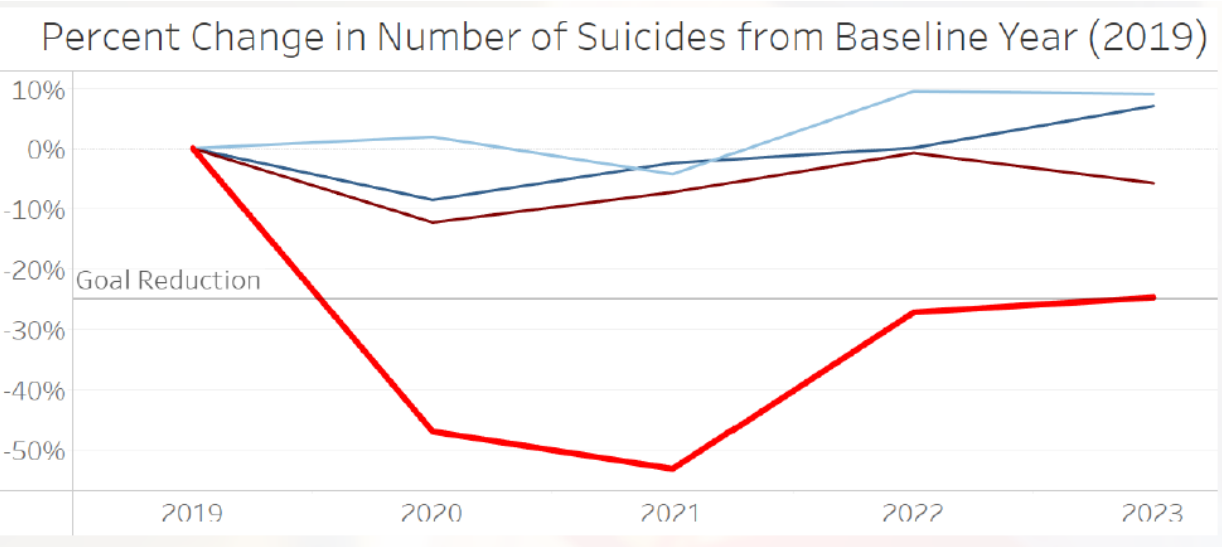
Achieving. The Watch Stander program is working as intended.

3. Reduce Veteran suicides by 25% from baseline 3 straight years

Data Collection & Analysis Methodology

- **Data is collected independently by Jax-based NLP Logix using 2 primary sources:**
 1. Florida Department of Health (FLHealthCHARTS) ... reported annually
 2. U.S. Census American Community Survey (ACS) ... reported annually
- **2023 data from FLHealthCHARTS became available in March 2025**
 - ✓ VA collects similar data from each State
- **The data is sortable by County, Year, Age, Race, Gender, and Means**
 - Available to anyone at thefirewatch.org/data

NEFL Veteran Suicides are 25% below 2019 baseline 4 years in a row



Source: 2024 Health Charts, Florida Department of Health.

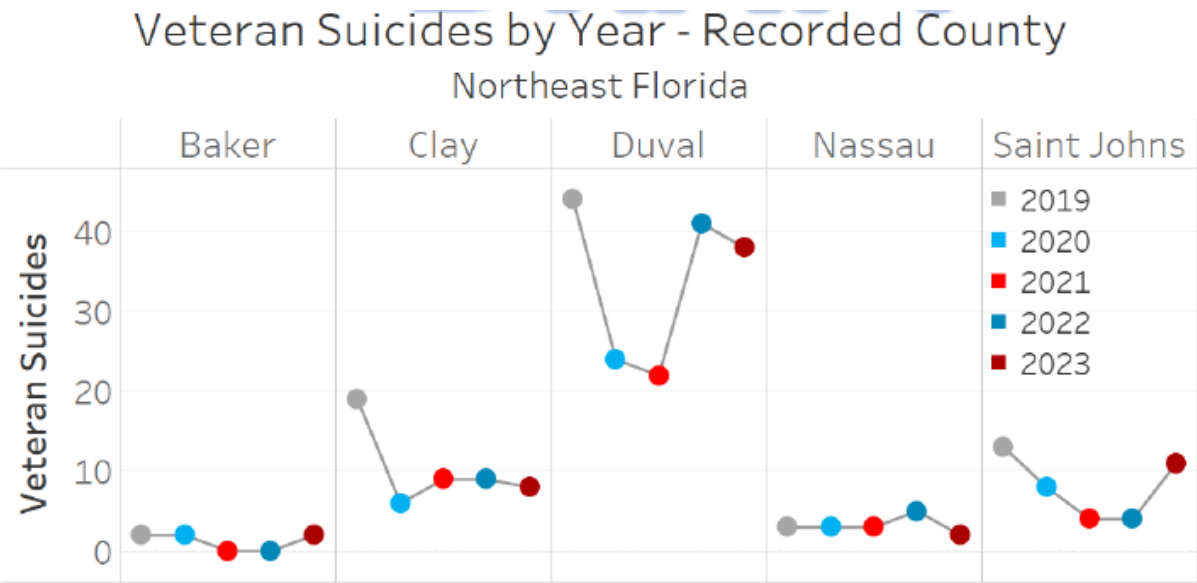
Commentary

- NE Florida Veterans (red) are faring better than Civilians (light blue) -- in Northeast Florida *and* Statewide.
- NE Florida Veterans also doing better than statewide Veterans (deep red)
- According to the Univ. of Kentucky and the American Association of Suicidology, 135 people are affected by every suicide.
- **With 163 less lives lost over this period compared to 2019 baseline, 16,600 fewer NE Florida community members have suffered the loss of a Veteran friend or loved one.**

Achieved.

In NEFL, Clay County fared best over the period

Northeast Florida Veteran Suicides



Source: 2023 Health Charts, Florida Department of Health.

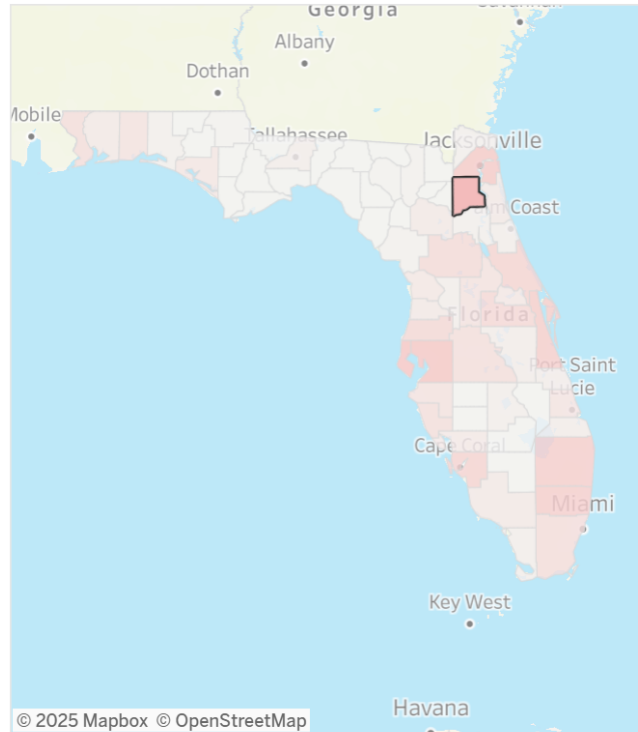
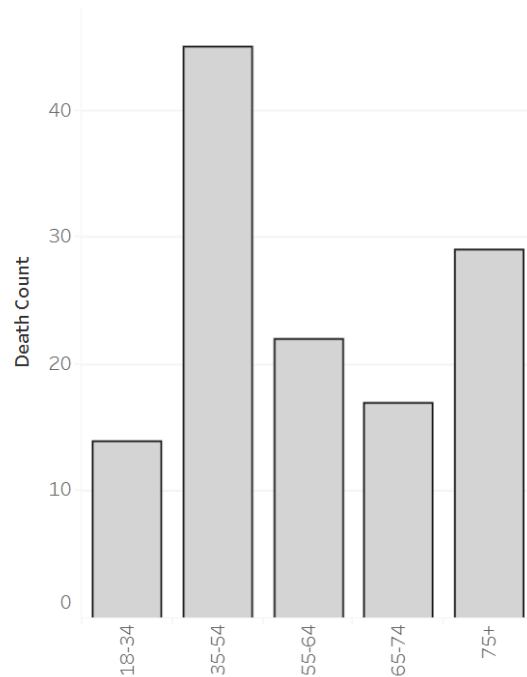
County	2019	2020	2021	2022	2023
Baker	2	2	0	0	2
Clay	19	6	9	9	8
Duval	44	24	22	41	38
Nassau	3	3	3	5	2
St. Johns	13	8	4	4	11
TOTAL	81	43	38	59	61

Between 2019 and 2023, there was a significant reduction in Veteran suicides in the 5-county area (25%). Only Baker County was the same in 2023 as it was in 2019. Clay County has had the best sustained improvement over the period. The largest 2022 to 2023 rise was St. Johns County, an increase of 7.

In Clay, the highest risk age group is 35 - 54

Veteran Suicides

(Note: Rate of Suicides is only provided where applicable)



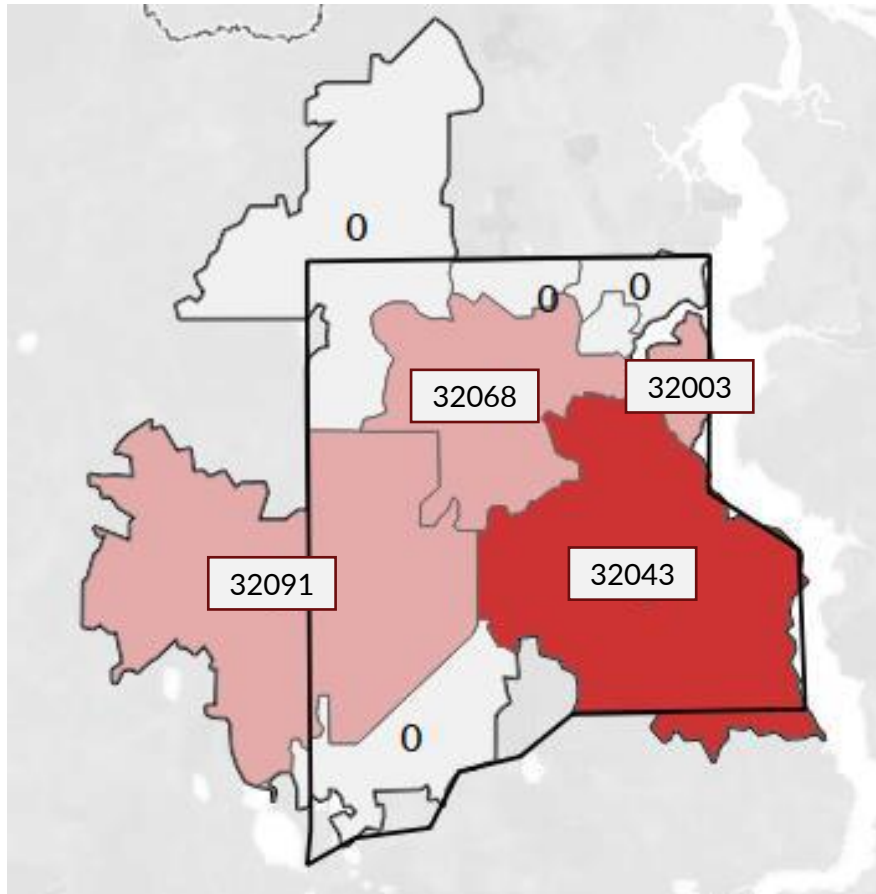
Note: Watch Stander Count only includes those who entered an address

Source: 2024 Health Charts, Florida Department of Health.

Commentary

- This is consistent with *most* of the rest of NE Florida, but not statewide.
 - St. Johns in 2023 experienced higher suicides in 75+
- Statewide, the highest risk is 75+
- In Clay, 94% of Veteran suicides over the last 4 years were Men; 92% were White
- Firearms account for 75% of Veteran suicides over the last 4 years

Some zip codes within Clay County fared better than others



Source: 2024 Health Charts, Florida Department of Health.

Commentary

- The most Veteran Suicides in 2023 were in 32043. Zip Codes 32003, 32068 and 32091 followed.
- **This location data – combined with Age, Gender and Race data – allows our Regional Programs Directors to build community-based protective factors where they are needed most.**

2019 – 2022 Veteran Suicide Data Summary

- ✓ We have trained over 8,600 Watch Standers since 2019. *Anyone can join the fight.*
- ✓ Watch Standers are engaging Veterans *and* referring them to help.
- ✓ NEFL's direct Veteran services are keeping our heroes safe.
- ✓ NEFL Veteran Suicides are 25% below 2019 baseline for 4 years in a row.
- ✓ NEFL Veteran Suicide decreases far outpace FL and U.S. Veteran Suicide decreases
- ✓ In NEFL, Clay County has fared best.
- ✓ In Clay, the highest risk age group is 35 – 54.
- ✓ Zip code 32043 had the most Veteran suicides and will be our focus for the rest of 2024.
- ✓ 16,600 fewer NE Floridians are mourning the loss of a Veteran due to suicide since 2019.
- ✓ 6,000 fewer in Clay County.

We are winning the fight. Time to fight harder.



SCAN TO ENROLL
AS A WATCH STANDER



www.thefirewatch.org

Together, we will end Veteran suicide.

info@thefirewatch.org

904.834.9420

#YourTurnToStand

Platinum
Transparency
2024

Candid.





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Cheswick Oaks Extension Summary	Backup Material	4/16/2025	cheswick_oaks_presentationada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/2/2025 - 4:41 PM	Item Pushed to Agenda

Cheswick Oaks Avenue Oakleaf Plantation Parkway Corridor Study



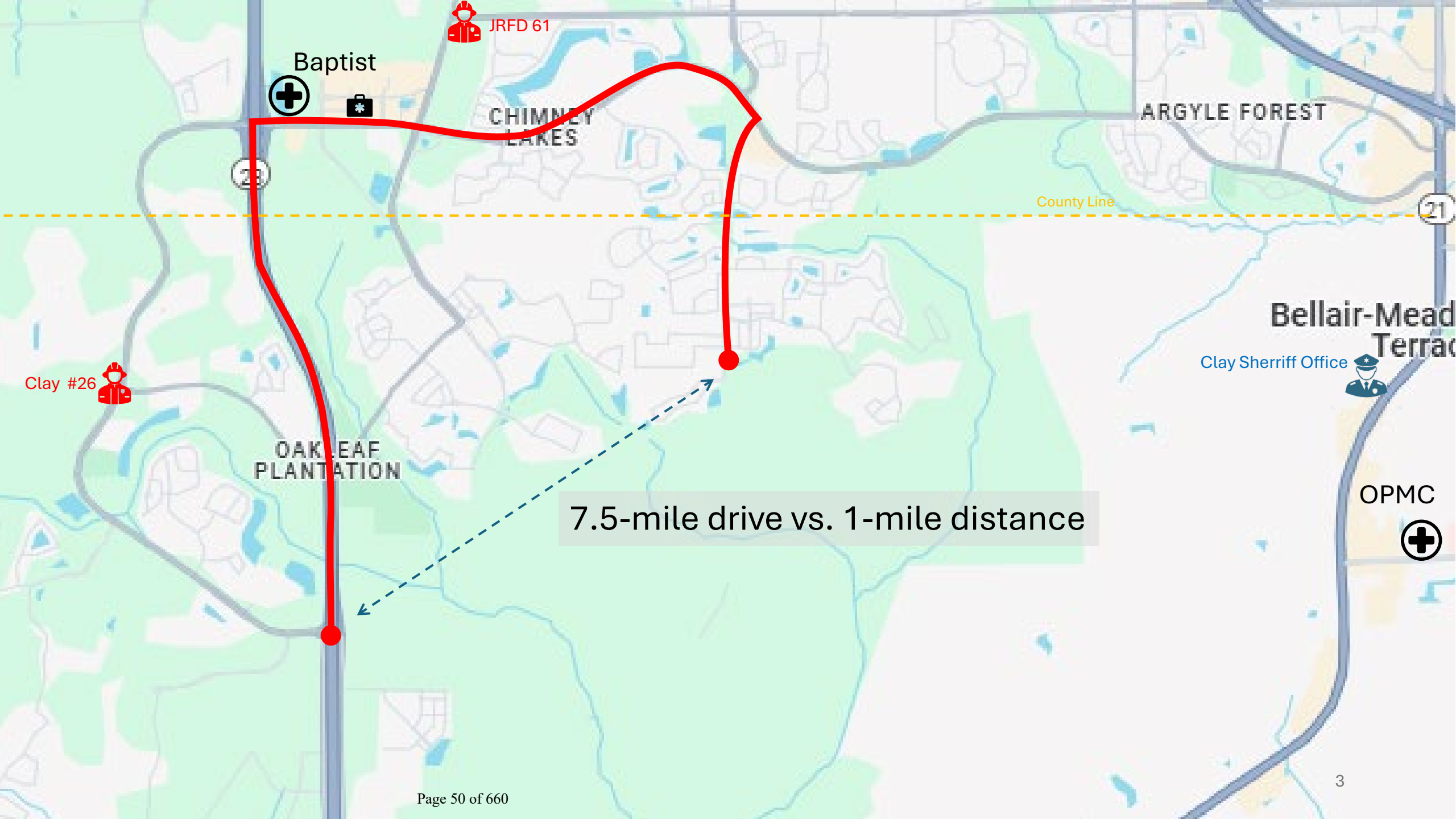
April 22, 2025



Objectives



- Evaluate alternatives to connect Cheswick Oaks Avenue to Oakleaf Plantation Parkway
- Enhance emergency services access
- System connectivity
- Planning consistency



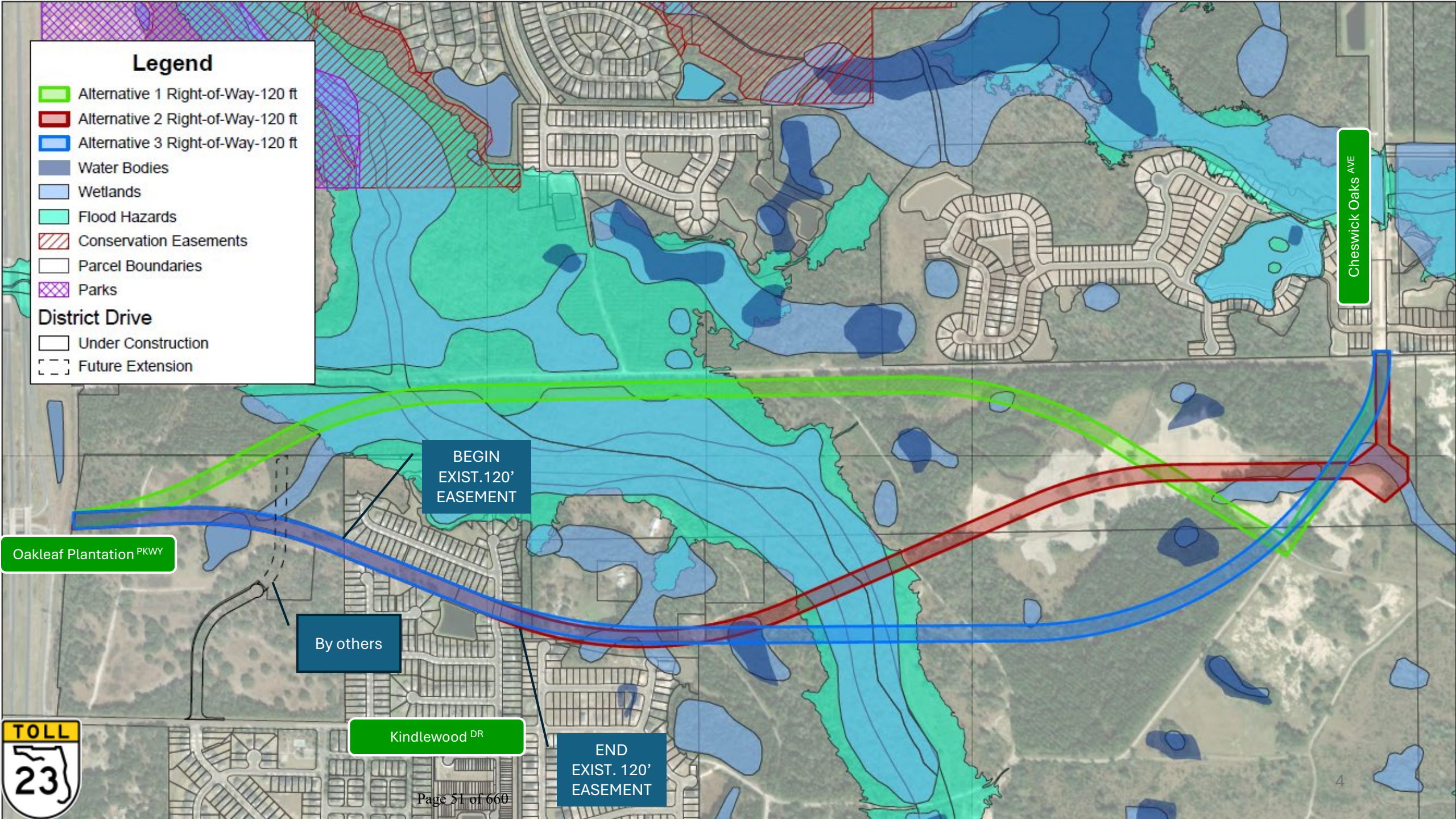
7.5-mile drive vs. 1-mile distance

Legend

- Alternative 1 Right-of-Way-120 ft
- Alternative 2 Right-of-Way-120 ft
- Alternative 3 Right-of-Way-120 ft
- Water Bodies
- Wetlands
- Flood Hazards
- Conservation Easements
- Parcel Boundaries
- Parks

District Drive

- Under Construction
- Future Extension



Cheswick Oaks AVE

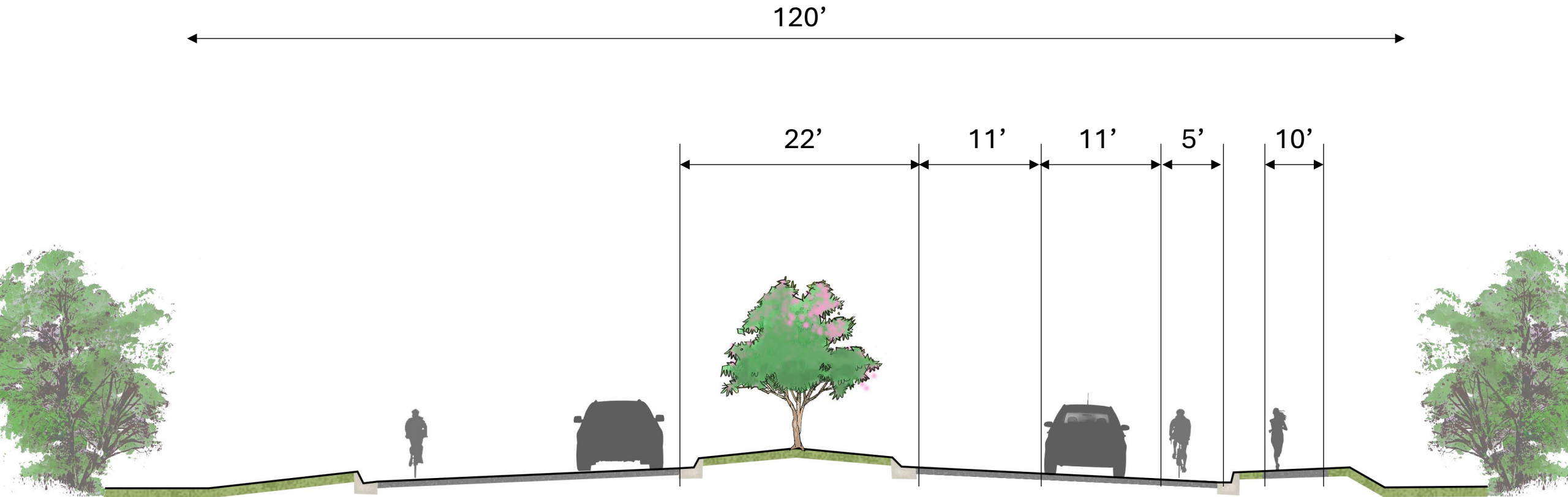
BEGIN
EXIST. 120'
EASEMENT

By others

Kindlewood DR

END
EXIST. 120'
EASEMENT

Four Lane Divided with Shared-use Path



Evaluation Matrix

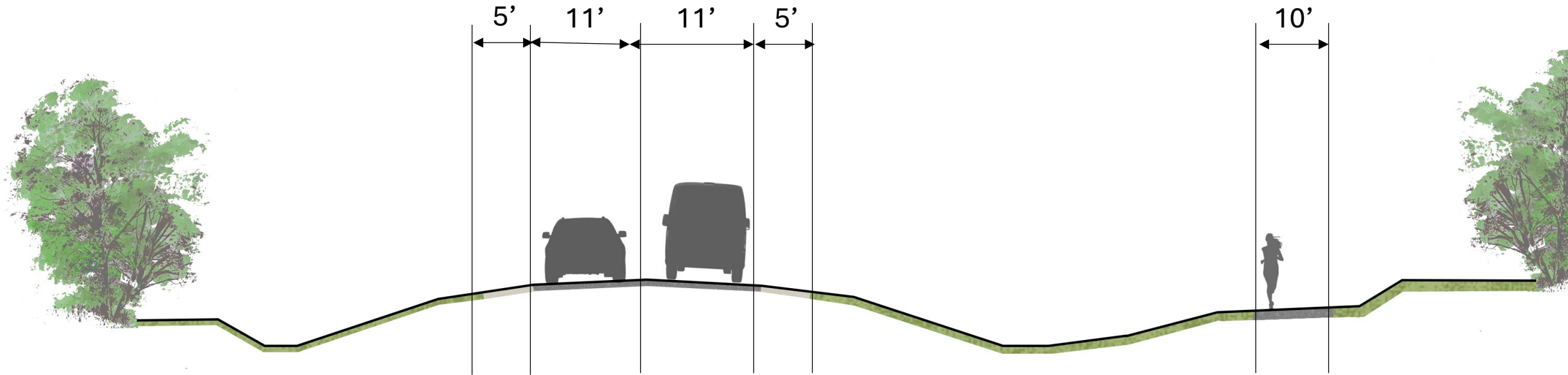
Issue	No Build	Alternative 1 (Red)	Alternative 2 (Green)	Alternative 3 (Blue)
Purpose and Need				
Improves Emergency Access	●	●	●	●
Meets Mobility Needs	●	●	●	●
Potential Impacts				
Relocations		0	1	1
Right of Way (acres)*	-	33.44	30.84	29.37
Wetlands (acres)	-	5.04	6.03	4.08
Floodplains (acres)	-	9.21	2.41	2.19
Other Surface Waters (acres)	-	0.00	0.42	0.72

*Includes stormwater ponds.

Evaluation Matrix

Issue	Alternative 1 (Green)	Alternative 2 (Red)	Alternative 3 (Blue)
Length	1.82 mi	1.93 mi	2.11 mi
Bridge Length	1,200 ft	450 ft	400 ft
Cost Estimate	Millions of dollars		
Construction	\$82.1	\$71.0	\$74.5
Preliminary Engineering, Design and Construction Engineering and Inspection	\$15.6	\$13.5	\$14.1
Right of Way	\$2.4	\$5.3	\$5.2
Environmental	\$0.6	\$0.8	\$0.7
TOTAL	\$100.6	\$90.6	\$94.5

Two-Lane with Shared Use Path (Interim)



Interim Improvement (2-Lane)

Issue	Alternative 1 (Green)	Alternative 2 (Red)	Alternative 3 (Blue)
Length	1.82 mi	1.93 mi	2.11 mi
Bridge Length	1,200 ft	450 ft	400 ft
Cost Estimate	Millions of dollars		
Construction	\$65.6	\$56.8	\$59.6
Preliminary Engineering, Design and Construction Engineering and Inspection	\$12.5	\$10.8	\$11.3
Right of Way	\$2.4	\$5.3	\$5.2
Environmental	\$0.6	\$0.8	\$0.7
TOTAL	\$81.1	\$73.7	\$76.8

Cheswick Oaks Avenue Oakleaf Plantation Parkway Corridor Study



April 22, 2025





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes April 8, 2025	Backup Material	4/15/2025	Board_of_County_Commissioners_Meeting_Minutes_and_Attachments_April_8__2025.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/15/2025 - 9:23 AM	Item Pushed to Agenda



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

April 8, 2025
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Alexandra Compere, District 2, gave the Invocation.

PLEDGE

USN Retired Senior Chief Edward Stamer, led the Pledge of Allegiance.

Vice-Chairman Kristen Burke said Senior Chief Edward Stamer served 22 years in the United States Navy, retiring as a Yeoman Senior Chief Petty Officer in 1981. He joined the Navy six days after graduating from high school and went on to serve in various locations, including Camp David, Hawaii - The Pentagon - Yokosuka, Japan - Buenos Aires, Argentina, and Norfolk, Virginia. Some of his favorite service memories include his duties at Camp David and talking to Presidents Eisenhower and John F. Kennedy, as well as other members of the Kennedy family. He received invitations and attended White House Christmas parties and integrations with Foreign Dignitaries and Embassy Duty in Argentina. During his service, he learned commitment and the true meaning of patriotism within the United States. Senior Chief Stamer is a Decorated Veteran, earning multiple awards such as the White House and Presidential Service Badges - five good conduct awards and two joint service medals. Now a resident of Middleburg, Florida, Senior Chief Stamer continues to serve his community as a substitute teacher and a dedicated volunteer at Clay Hill Elementary and Saint Luke Catholic Church, where he also assists with food distribution, bingo games, and religious education.

Senior Chief Stamer thanked the Board for the invitation to lead the Pledge of Allegiance and spoke briefly about his military service and his upcoming wedding anniversary of 63 years.

CALL TO ORDER

Vice-Chairman Kristen Burke called the meeting to order at 4:04 pm..

Vice-Chairman Kristen Burke will be conducting the meeting due to the absence of Chairman Betsy Condon.

ROLL CALL

Present: 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: Commissioner District 4 Betsy Condon, Chairman

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 - Taylor (dog) - Jane (dog) - Hazel (cat) - Ronald (cat). Marshmellow (Dog) is also pictured and looking for a home. If you are interested in adopting a pet, contact clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo mentioned that Clay County Animal Services still needs foster parents for dogs, cats, and kittens; please consider opening your home temporarily; please contact clayfostersclaycountgov.com. If you are interested in helping our furry friends but cannot take one home, please look at our Amazon wish list at Amazon.com. We always need items for our foster kittens and shelter animals. See Attachment A.

PROCLAMATIONS/RESOLUTIONS

1. Water Conservation Month (April 2025)

Water Conservation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 8:40 and ending at 20:10. Below is a summary of the discussion and vote.

Vice-Chairman Kristen Burke said April is designated as Water Conservation Month to bring awareness to our residents, organizations, and businesses about the importance of conserving this very important natural resource, especially during our drier months in Florida. Water conservation is a community effort, and we are grateful for our partners who work hard to promote resource conservation in our county.

Present for the Proclamation:

- **CCUA:**
 - Jeremy Johnston - Executive Director of CCUA
- **SJRWD:**
 - Doug Conkey - Intergovernmental Coordinator - SJRWMD
 - Samantha Epstein - Communications - SJRWMD

- **Clay Soil and Water Conservation District Board:**

- Tim Nguyen - Seat 1
- Rachel Fox - Seat 2 and Chair
- Garry McIntyre - Seat 3

Commissioner Alexandra Compere read the Proclamation for Water Conservation Month - April 2025.

Commissioner John Sgromolo made a motion for approval of the Proclamation, seconded by Commissioner Jim Renninger, which carried 4-0.

Mr. Johnston thanked the Board for the recognition and the partnerships with BoCC, SJRWMD, and the services provided by CCUA.

Ms. Fox introduced members of the Clay Soil and Water Conservation District Board and, as mentioned above, thanked the Board for the Proclamation. Ms. Fox also spoke about resources provided by CSWCDB. If you need help or have questions, please reach out to us at www.claysoilandwater.org.

Mr. Conkey thanked the Board for recognizing the month as Water Conservation, spoke about the importance of water conservation, provided information regarding the comp-plan - North Florida Regional Water Supply Plan, and spoke about the goals of SJRWMD.

2. National Public Safety Telecommunicators Week (April 13-19, 2025)

Public Safety can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025, beginning at 20:33 and ending at 27:56. Below is a summary of the discussion and vote.

Vice-Chairman Kristen Burke said National Public Safety Telecommunicators Week will be observed April 13 through 19, 2025. Our dedicated telecommunicators work around the clock at four public safety answering points in Clay County to make sure that when you call for help, you will always reach a knowledgeable and compassionate individual, and public safety professionals will be dispatched as quickly as possible. We are incredibly grateful for their commitment to our community and want to extend our heartfelt thanks for their hard work and dedication.

Present for the Proclamation:

Clay County Sheriffs Office:

- Sheriff Michelle Cook
- Kaylee Finch - Public Safety Telecommunicator
- Jonathan Tolentino - Public Safety Telecommunicator
- Amy Torres - Public Safety Telecommunicator

Green Cove Springs Police Department:

- Brandi Acres - Communications Manager

- Addison Holestin - Public Safety Telecommunicator
- Mary Dwyer - Public Safety Telecommunicator
- Robynne Myer - Public Safety Telecommunicator

Town of Orange Park:

- Chief Randy Case
- Assistant Chief Cody Monroe
- Rebecca Lanier - Public Safety Telecommunicator
- James Dumas - Public Safety Telecommunicator
- Candace Reagan - Public Safety Telecommunicator

Clay County Fire Rescue:

- Payton Sass - Communications Manager
- Amanda Stitt - Public Safety Telecommunicator

Commissioner Jim Renninger read the Proclamation for the National Public Safety Telecommunicators Week - April 13 through 19, 2025.

Commissioner Alexandra Compere made a motion for approval of the Proclamation, seconded by Vice-Chairman Kristen Burke, which carried 4-0.

Sheriff Cook thanked the Board for the recognition and expressed her utmost respect and gratitude for all the hard work of the telecommunicators and the partnerships with the other agencies.

Chief Case also thanked the Board and expressed his appreciation to the telecommunicators. He also recognized Ms. Rebecca Lanier as the Florida Police Chiefs Dispatcher of the Year for the State of Florida.

Ms. Sass spoke about what it takes to be a telecommunicator and expressed her gratitude to the Board for the recognition.

Ms. Acres expressed her gratitude to each agency for their partnership and for serving the communities. It is an honor to serve with them and to serve the community.

DECLARATIONS

3. National Work Zone Safety Awareness Week (April 21-25, 2025)

Vice-Chairman Kristen Burke said April 21 through 25, 2025, is designated as Work Zone Safety Awareness Week to raise awareness about the risks and safety measures associated with work zones and to encourage everyone to exercise greater caution when traveling through work zones in our communities. Our hard-working construction crews often work very close to the road edge, and just seconds of inattentiveness can ruin a life or devastate a family. There is a Declaration on today's agenda encouraging drivers to focus on the road - slow down and not become distracted behind the wheel. Vice-Chairman Burke encourage everyone to read the Declaration attached to today's agenda.

CONSTITUTIONAL OFFICERS

Vice-Chairman Kristen Burke recognized Sheriff Cook and Undersheriff Ron Lendvay and thanked them for their attendance.

There were no Constitutional Officer comments.

APPROVAL OF MINUTES

4. Board of County Commissioners Meeting Minutes March 25, 2025.

Commissioner Jim Renninger made a motion for approval of the March 25, 2025, BoCC Meeting minutes, seconded by Commissioner John Sgromolo, which carried 4-0.

PUBLIC COMMENTS

Public Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 31:13 and ending at 35:59. Below is a summary of the discussion.

Vice-Chairman Kristen Burke opened the floor for public comment at 4:32 pm.

Austin Nicklas, 6747 Southpoint Parkway, Jacksonville, Florida, NEFBA - addressed the Board to express his appreciation for their support. (Item 21)

Helana Cormier, Woodbridge Crossing Court, Green Cove Springs, Florida, addressed the Board to express her appreciation to the Board for all they do for the community.

Christina Thomas, 3152 Creighton Lane, Fleming Island, Florida, addressed the Board to express her gratitude for the Board's support for NEFBA. (Item 21)

Hearing no other comments, Vice-Chairman Kristen Burke closed public comment at 4:36 pm.

CONSENT AGENDA

5. 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.

6. State Highway Lighting Maintenance and Compensation Agreement for FDOT FY 25/26 (R. Smith)

Approval of the State Highway Lighting Maintenance and Compensation Agreement No. 2020/2021-219, Work Order No. 4, for FDOT FY 25/26 in the amount of \$244,218.78. This is in regard to the Master Agreement which provides compensation to the County for providing state highway street light maintenance within the County.

Funding Source (Revenue):

Transportation Trust Fund - St Grant - Other Transportation

7. Edward Byrne Memorial Justice Assistance Grant (JAG) Award Agreement with Florida Department of Law Enforcement (FDLE) Re: Drug Reduction and Enforcement Initiative, FY2023; Federal Award (K. Corcoran)

A) Acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG) Award Agreement with the Florida Department of Law Enforcement (FDLE) Re: 6N212 Drug Reduction and Enforcement Initiative, FY2023; Federal Award No.: 15PBJA-23-GG-02972-MUMU, in the amount of \$63,591.00.

B) Approval of the accompanying Budget Resolution.

Funding Source Revenue:

Sheriff Countywide Fund - All Grants Organization - FY23 JAG DREI Drug Reduction and Enforcement Initiatives Grant-FY23 JAG-DREI - Federal Grants-Public Safety

8. Agreement and Sole Source with I-CON Systems for the replacement of Sanitary Fixtures at the Clay County Jail (T. Saunders)

A) Approval of Agreement with I-CON System for the replacement of Sanitary Fixtures for Clay County Jail in the amount of \$339,861.00. All work is to be completed 24 weeks from the Notice to Proceed.

B) Approval of Sole Source.

Funding Source:

Sheriff - Countywide Fund - Buildings - Jail/Law Enforcement - Jail - Sinks and Toilets Upgrades - Buildings

9. Grant Agreement with the State of Florida Department of Environmental Protection for Funding of the Clay County Adaptation Plan Project (M. Covey)

A) Approval of the Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for Funding of the Clay County Adaptation Plan Project in the amount of \$199,997.00. This is a cost reimbursable grant and requires all deliverables to be completed by March 31, 2027.

B) Approval of the accompanying Budget Resolution.

Funding Source (Revenue):

General Fund-All Grants Organization / Resilient Florida Adaption Plan Grant / Resilient Florida Adaption Plan-Professional Services

10. Request to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreement for the purchase of real property (C. Risinger)

Approval to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreement for the purchase of real property for the purpose of additional parking for the Tax Collector's office in Keystone Heights.

11. Mitigation Purchase Agreement for Spencer Industrial Drive Project (R. Smith)

Approval of Mitigation Bank Credit Reservation and Purchase Option Agreement with Sundew Mitigation Bank, LLC in the amount of \$177,000 for the purchase of required mitigation credits for the Spencer Industrial Drive Project.

Funding Source:

Capital Improvement Plan Projects Fund - Non-Capital Improvement Element - Spencer Industrial Complex - Infrastructure

Consent Agenda can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 36:02 and ending at 38:51. Below is a summary of the discussion and vote.

Commissioner John Sgromolo made a motion for approval of the Consent Agenda, seconded by Commissioner Alexandra Compere. Following comments regarding the Board's in-depth review of the Consent Agenda prior to meetings, the motion carried 4-0.

DISCUSSION/UPDATES

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

BTP Update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 38:52 and ending at 51:59. Below is a summary of the discussion.

Ed Dendor, Program Administrator of the Bonded Transportation Program, addressed the Board to give a brief overview of the progress report for the BTP and other capital projects. The information discussed is attached to the agenda. Below are projects highlighted:

- **Project #1 – CR 218 from Masters Road to Pine Tree Lane:** The County's team and Anderson Columbia (AC) continued their bi-monthly status meetings. Pond site 2 excavation was completed, and liner placement continued while pond site 3 and 4 excavation continued. AC continued the installation of drainage structures, pipes, demolition of existing driveways and continued pavement repairs for driveways and pipes. AC began placing sub-base and curbing. This project is on schedule with % 31.5% paid out and 53% of time used.
- **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 on the north side of CR 209 and continued backfilling over these pipes and continued removal of unsuitable material and placed base material for final pavement on this phase. Traffic was shifted onto new temporary pavement. The project is on schedule with 44% paid out and 48% of time used.
 - **Project #5 (CR220) and Project #6A (CR315):** The team continues to track the US ARMY Corps of Engineers (ACOE) permit application through their process while under their review. ACOE has requested additional information regarding an existing lateral ditch on Project 5 and potential connection to Black Creek. The team is working on the additional request and continues to coordinate with ACOE in anticipation of permit issuance. For Project 6A, the ACOE has completed the review and the SJRWMD is completing their Technical Staff Report, this should result in issuance of the Environmental Resource Permit.
- **CMAR Group #1 Projects - #3A, #3B and #4:**
 - **Project #3A (CR209 AKA Russell Road):** The project is complete.
 - **Project #3B (Connecting the east-end of project #4 on Sandridge Road and runs through the roundabout to CR 209B):** Kiewit completed the clearing and grubbing through the swoosh and at the pond sites. They continued the installation of stormwater structures and pipes. This project is 21.5% paid out and 83% of time elapsed. The project schedule remains under contention by the County and Kiewit, while discussions continue for a possibly resolution.
 - **Project #4 (CR739B AKA Sandridge Road):** Kiewit Infrastructure South Co. completed the thermo-plastic striping. This project is now substantially complete with the County having beneficial use of the roadway. Kiewit is working on Punchlist Items. 99.5% has been paid out, Kiewit reached substantial completion 35 days ahead of schedule.
- **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. Installation and final grading of limestone base was completed. SCC continued with the installation of, sidewalks, joint use paths, sod placement, and curbing. Erosion control devices are being removed in areas of established slope stabilization. Friction course pavement is being placed and striping is being applied. The project schedule remains under contention by the contractor with 104% of time used and 94% paid out. The County and SCC continue to discuss the schedule for a resolution.

There were questions and discussions regarding stopping lane closures early for construction in the 209 area for 5:00 traffic to eliminate back-ups, removal/replacement of a mailbox protocol, timeframe for expenditure of bond funds, and the importance of the improvements/construction.

Capital Projects Highlighted:

- Fire Station 22
- Animal Shelter/Care Facility
- All Public Works Projects are Complete
- Foxmeadow Tennis Court
- Oakleaf Playground Equipment
- Clay County Fair Grounds - Infrastructure Improvements
- Clay County Tax Collectors Office - Keystone Heights
- CR220 Road Widening/Bridge Replacement
- Live Oak Lane
- Sun Trails Project

There were comments to commend the Engineering Department regarding the closure at Riverbend off Old Hard Road and the need to address complaints regarding Walter Odom Park - Ballfield.

OLD BUSINESS

13. Resolution of Support for the State of Florida Department of Government Efficiency

DOGE Resolution can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 52:06 and ending at 1:02:23. Below is a summary of the discussion and vote.

Vice-Chairman Kristen Burke addressed the Board to read the Resolution with details and information to support the State of Florida Department of Government Efficiency.

Prior to the reading of the Resolution, there were comments by the Board Members regarding the importance of efficiency, the hard work done by county staff and Clay County Clerk of Court and Comptrollers Office, the importance of having a balanced budget, partnerships with other agencies, i.e., CCSO, and adding language to the Resolution.

Following all discussions, Commissioner Jim Renninger made a motion for approval of the Resolution with the modification as discussed, seconded by Commissioner John Sgromolo, which carried 4-0.

NEW BUSINESS

14. Bid No. 24/25-027, Green Cove Springs Fuel Island Canopy Repair (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-027 Green Cove Springs Fuel Island Canopy Repair to Advantage Contracting Group, Inc. in the amount of \$71,400.00 (Base Bid). Approval of award will be effective after the 72-hour protest period has expired. Final Completion shall be achieved no later than thirty (30) days from Notice to Proceed

Funding Source:

General Fund - Fleet / Fuel Management - Infrastructure

BID 24/25-07 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 1:19:08 and ending at 1:20:17. Below is a summary of the discussion and vote.

Karen Smith, Director of Administrative and Contractual Services, addressed the Board to provide the details and information for BID 24/25-027, as indicted above.

Commissioner Alexandra Compere made a motion for approval, seconded by Commissioner John Sgromolo, which carried 4-0.

15. Substance Use Disorder Recovery Complex (E. Dendor / W. Sams / C. Singleton)

a) Substance Use Disorder Recover Center discussion and update regarding identifying a new site for the Center due to challenges with previous identified Bear Run Parcel.

b) Approval to utilize alternative procedures to notice public hearing for the consideration of potential purchase and sale agreement for the purchase of real property in connection with the Substance Use Disorder Center.

Recovery Complex can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 1:20:22 and ending at 1:32:12. Below is a summary of the discussion and vote.

Craig Singleton, Capital Projects Manager, presented a PowerPoint presentation

regarding the Substance Abuse Disorder Recover Complex as indicated above. See Attachment D.

There were questions and discussions regarding the distance to Clay Behavioral from the Complex, the efficiency of the location, referrals from Clay Behavioral and requirements, vision for the complex and resources for meeting needs of the community, space analysis, the timeline for construction, and the importance of having the Complex.

Commissioner Jim Renninger made a motion for approval, seconded by Commissioner John Sgromolo. There was a brief discussion to clarify the motion.

Commissioner Jim Renninger amended his motion for approval to include A and B as discussed, seconded by Commissioner John Sgromolo, which carried 4-0.

16. Elevate Florida Program (T. Devin)

Elevate Florida can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 1:32:18 and ending at 1:51:26. Below is a summary of the discussion and vote.

Tim Devin, Director of Emergency Management, addressed the Board to provide an overview and details regarding the Elevate Florida Program. The information discussed is attached to the agenda.

There were questions and discussions regarding the timeline, application submitted, determination of funding to counties, data/assessment provided to the state, return of funds to Clay County, other resources, clarification of the program, contribution by other counties, and there were comments on whether to contribute at this time.

Following all comments, Commissioner Jim Renninger made a motion to donate 0%, seconded by Commissioner John Sgromolo, which carried 4-0.

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

17. Public Hearing on MT Medical Florida, LLC's Application for Renewal of a Certificate of Public Convenience and Necessity for Ambulance Service (J. Boree)

Public Hearing for item 17 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 1:02:31 and ending at 1:06:31. Below is a summary of the discussion and vote.

Jason Boree, Deputy Fire Chief, addressed the Board to provide details and information for the public hearing to consider MT Medical Florida, LLC's application as indicated

above. The information provided to the Board is attached to the agenda.

Vice-Chairman Kristen Burke opened the floor for the public hearing at 5:06 pm.

Hearing no comments, Vice-Chairman Kristen Burke closed the public hearing at 5:06 pm.

Commissioner Alexandra Compere made a motion for approval, seconded by Commissioner Jim Renninger, which carried 4-0.

18. Public Hearing to consider transmittal of COMP 25-0008. (S. Olsen)

This application is a proposed text amendment to the 2040 Comprehensive Plan. The application would make changes to CFE Policy 1.1.1 and CFE Policy 1.1.13 with respect to the Clay County Water Supply Facilities Work Plan.

Public Hearing for item 18 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 1:06:32 and ending at 1:12:01. Below is a summary of the discussion and vote.

Samantha Olsen, Planner 1, presented a PowerPoint presentation to provide details and information for the public hearing to consider COMP-25-0008, as indicated above. See Attachment B.

Vice-Chairman Kristen Burke opened the floor for the public hearing at 5:08 pm.

Hearing no comments, Vice-Chairman Kristen Burke closed the public hearing at 5:08 pm.

There were questions and discussions regarding the increase in gallons per day, water use per home, and the 2040 vs. 2045 Comp Plan.

Commissioner Jim Renninger made a motion for approval, seconded by Commissioner John Sgromolo, which carried 4-0.

19. Public Hearing to consider transmittal of COMP 25-0007. (B. Carson)

This application is a Text Amendment to FLU Policy 1.9.6 to remove land use classification specific language.

Public Hearing for item 19 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 1:12:02 and ending at 1:18:51. Below is a summary of the discussion and vote.

Beth Carson, Director of Planning and Zoning, presented a PowerPoint presentation to provide details and information for the public hearing to consider COMP-25-0007, as indicated above. See Attachment C.

There were questions and discussions regarding the process if the state rejects the recommendation, the need/requirement for the item to go before the state, and code uniformity.

Vice-Chairman Kristen Burke opened the floor for the public hearing at 5:18 pm.

Hearing no comments, Vice-Chairman Kristen Burke closed the public hearing at 5:18 pm.

Commissioner John Sgromolo made a motion for approval, seconded by Commissioner Jim Renninger, which carried 4-0.

LETTERS FOR ACTION

20. Discussion of Appointment to the Tourist Development Council

Staff was notified on March 18, 2025 that the Green Cove Springs City Council members appointed Thomas M. Smith to represent the City on the Tourist Development Council. Mr. Smith would fill the remaining term previously held by Steven Kelley which is set to expire on May 20, 2025 and then would commence a new term of four years which will expire in 2029.

TDC discussion can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 1:51:35 and ending at 1:52:47. Below is a summary of the discussion and vote.

Vice-Chairman Kristen Burke opened the floor to discuss the appointment to the Tourist Development Council as indicated above.

Commissioner John Sgromolo spoke about the Vice-Mayor of the City of Green Cove Springs/City Council, Seat 4 - Thomas Smith's career experience and thanked Steven Kelley for his service and impact while serving on the TDC.

Commissioner John Sgromolo made a motion for approval of the appointment, seconded Commissioner Alexandra Compere, which carried 4-0.

21. Letter of Support for the Northeast Florida Builders Association

Letter of Support can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC%20Agenda/April%208,%202025), beginning at 1:52:49 and ending at 1:55:31. Below is a summary of the discussion and vote.

Vice-Chairman Kristen Burke opened the floor to discuss and provide details and information regarding the Letter of Support for the NEFBA.

Commissioner Alexandra Compere made a motion for approval of the letter, seconded

by Commissioner Jim Renninger. The Board commented on the reasons for supporting the request and the services/programs offered by NEFBA. The motion carried 4-0.

LETTERS OF DOCUMENTATION

22. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulations for March 21, 2025:

- A. RFB No. 24/25-027, Green Cove Springs Fuel Island Canopy Repair
- B. RFQ No. 24/25-051, Development of a Comprehensive Safety Action Plan for Safe Streets for All

Bid Opening Tabulation for April 1, 2025:

- A. RFQ No. 24/25-052, Professional Architectural Services for the Oakleaf Library

Vice-Chairman Kristen Burke acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Vice-Chairman Kristen Burke opened the floor for the public comment at 5:56 pm.

Hearing no comments, Vice-Chairman Kristen Burke closed public comment at 5:56 pm.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor had no comments.

COUNTY ATTORNEY

Comments by the County Attorney can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC-Agenda/April 8, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC-Agenda/April%208,%202025), beginning at 1:56:06 and ending at 1:59:41. Below is a summary of the discussion.

Courtney Grimm, County Attorney, addressed the Board to discuss the notice received at 5:15 pm and the need to schedule a shade meeting regarding the opioid litigation matter.

Following the discussion regarding the availability of the Commission, the Board agreed to move forward to schedule the special meeting on April 15, 2025, at 11:30 am.

COUNTY MANAGER

Lorin Mock, Deputy County Manager, had no comments.

COMMISSIONERS' COMMENTS

Comments by the Commissioners can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archve/BCC Agenda/April 8, 2025, beginning at 1:59:52 and ending at 2:12:37. Below is a summary of the discussion.

Commissioner Jim Renninger commended staff for their efforts regarding the Vietnam Veterans event. Commissioner Renninger noted that the Clay County Fair is open and is a great time for everyone. Commissioner Renninger spoke about the upcoming event on April 22, 2025, of the Military Installation Readiness review kick-off in Mayport. Commissioner Renninger mentioned the importance of the solid waste study.

Commissioner Alexandra Compere highlighted an alternate route to college with the NEFBA program. Commissioner Compere wished Facilities Director - Gene Price a Happy Birthday. Commissioner Compere spoke about solutions to mitigate solid waste. Commissioner Compere mentioned the Clay County Fair and encouraged everyone to attend. She also congratulated County Manager Howard Wanamaker and his family.

Commissioner Renninger also acknowledged the outstanding apprenticeship program at CCUA.

Commissioner John Sgromolo acknowledged staff and expressed his gratitude for their efforts regarding Clay without Barriers for residents with disabilities. He also spoke about the services provided. Commissioner Sgromolo noted that the fair is off to a great start and spoke about attending the Unlimited Opportunities Goat Show. Commissioner Sgromolo also mentioned the upcoming event that he will participate in on Saturday, April 12, 2025, Celebrity Pig Show and thanked Reese and Pike for the training.

Vice-Chairman Kristen Burke spoke about the Town Hall held at the Lake Asbury Community Center. Vice-Chairman Burke spoke about a call she received from Magnolia Urgent Care regarding the dumpster, which is provided by Waste Management, and the rental cost increase - 2019 @ \$129.00 monthly/2025 over \$700.00 a month. Vice-Chairman Burke also spoke about the fair and being able to enjoy it with her family.

Hearing no further business, Vice-Chairman Kristen Burke adjourned the meeting at 6:12 pm.

Attest:

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

Chairman or Vice-Chairman

Attachment

“A”

Pet Adoptions



Taylor

ANIMAL ID: A0058096359

SEX: Spayed Female

BREED: Mixed Breed, 2 year old, 46 pounds
Heartworm Negative

LOCATION: Clay County Animal Services

ABOUT: If you're looking for a running partner or trail master, Taylor is your girl! This spunky, high-energy mixed breed has boundless enthusiasm and will happily keep up with your outdoor adventures. Whether it's hitting the trails or going for a jog, she's always ready to go! Taylor is ready to be your loyal and happy companion every step of the way. If you're seeking an energetic dog to join your active lifestyle, Taylor is the perfect match!



claycountygov.com/adopt



Jane

ANIMAL ID: A005727471

SEX: Spayed Female

BREED: 3 years old; 52.4 pounds; Heartworm Positive-Treatment Sponsored

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet Jane, the mixed breed dog who's gone from shy wallflower to the life of the party! She started off as a quiet girl, but now she's all about those toys and leaping off of everything in sight like a tiny acrobat. Her smile might seem sweet, but trust us—she's got more energy than a kid on a sugar rush! If you're looking for a dog who's as playful as she is adorable, Jane's your girl. Just be ready for non-stop fun and a few surprise parkour moments along the way!



claycountygov.com/adopt



Hazel

ANIMAL ID: A0058231307

SEX: Spayed Female

BREED: Domestic Shorthair, 4 years old; 9 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet Hazel, a beautiful cat with striking green eyes and soft stripes. She's a sweet, reserved beauty who warms up slowly but will soon offer gentle cuddles and quiet companionship. If you're looking for a calm, graceful feline, Hazel is the perfect match.



claycountygov.com/adopt



Ronald

ANIMAL ID: A005821552

SEX: Neutered Male

BREED: Domestic Short Hair, 2 years old; 8 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet Ronald! With his wide-eyed, "I can't believe I'm still here" face, green-eyed cutie is ready for his forever home. He's sweet, playful, and definitely thinks he deserves a VIP spot on your couch. Don't let his surprise face fool you—Ronald's just waiting for someone to prove him wrong and take him home!



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, Marshmallow, A0058015679 who is also looking for a home.*

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”
COMP-25-0008



BOARD OF COUNTY COMMISSIONERS

COMP 25-0008

Public Hearing

April 8, 2025

APPLICATION INFORMATION

County initiated application to amend the level of service standards for sanitary sewer, solid waste, potable water and drainage facilities referenced in CFE 1.1.1 and the updated 2025-2035 Clay County Water Supply Facilities Work Plan referenced in CFE 1.1.13.

Return to BCC May 27, 2025 @ 5:00 pm

PROPOSED AMENDMENT

CFE POLICY 1.1.1

- 1) Sanitary Sewer

Average Flow

311 GPD~~279 gpd~~*/ ERC
- 2) Solid Waste

Design Capacity (Class I Waste)

2008-2025

3.99 lbs per capita per day
- 3) Potable Water

Minimum Design

450 GPD~~311 gpd~~/ERC (peak flow)

Pressure

20 Psi¹

*GPD = gallons per day
ERC = Equivalent Residential Connection
Psi = Pounds Per Square Inch.
Gpm = Gallons Per Minute.

**Level of service for sanitary sewer and potable water at a specific treatment facility may be reduced to levels that have been reviewed and approved by the Florida Department of Environmental Protection.

¹ Based upon minimum needed fire flow, Fire Suppression Rating Schedule, February 2004, Insurance Service Office.

4) Drainage Facilities

Drainage Facility	Design Frequency
Crossdrains for Major Watersheds	50 years 24 hours
Detention/Retention/Attention Basins	25 year, 24 hour critical event with protection to a 100 year rainfall
Bridges and Bridge Culverts	50 years
Crossdrains for Minor Watersheds	25 years
Crossdrains and Ditches for Internal Drainage	25 years
Sidedrains for Roadway Ditches	10 years
Storm Sewers ¹	5 years

¹Unless conditions prevail that indicate a lower control elevation desirable; the optimum hydraulic grade control shall be one foot below the invert of the gutter at the upstream end.

PROPOSED AMENDMENT

CFE Policy 1.1.13 of the Clay County Comprehensive Plan is proposed to be amended as follows:

CFE POLICY 1.1.13

The Clay County Water Supply Facilities Work Plan ~~(2018-2030)~~ (2025-2035) is hereby adopted by reference.

RECOMMENDATION

Staff recommends transmittal of COMP 25-0008.

The Planning Commission voted 7-0 to recommend transmittal of COMP 25-0008.

Attachment
“C”
COMP-25-0007



Board of County Commissioners

COMP 25-0007

Public Hearing

April 8, 2025

APPLICATION INFORMATION

County initiated application to amend the heirs exemption standards referenced in FLU 1.9.6.

Companion application ZON 25-0003 will be presented in May to amend the LDC to add the Master Plan Districts.

PROPOSED AMENDMENT

FLU Policy 1.9.6 of the Clay County Comprehensive Plan is proposed to be amended as follows:

FLU POLICY 1.9.6

The County shall establish criteria in the land development regulations for the transfer of land for the use of family members for their primary residences. ~~Within the Agriculture, Agriculture/Residential and Rural Residential land use classifications, a minimum lot size of 1 acre is required. Within the Rural Fringe land use classification, a minimum lot size of 1/3 acre is required. Within the Urban Fringe and Urban Core land use classifications the minimum lot size shall be governed by the underlying zoning and the maximum lot size shall be 1 acre.~~

RECOMMENDATION

Staff recommends transmittal of COMP 25-0007.

The CAC voted 6-0 to recommend in favor of the heirs exemption amendments but further recommended that the maximum lot size requirements be removed.

The Planning Commission voted 7-0 to recommend transmittal of COMP 25-0007.

Attachment
“D”
Substance Abuse Disorder
Recovery Complex

Substance Use Disorder Recovery Center

PRJ100564

Table of Contents

- **Background**
- **Options**
- **Recommendation & Requests**

Background

- **County Owned Medical Facility & Tax Collector Buildings Located on Bear Run Blvd.**
- **Issues with Existing Property:**
 - The Bear Run parcel is in flood zone AE, elevation 13'
 - FEMA Regulations require total project costs cannot exceed 50% of the Structural Value

Existing Buildings	Finish Floor Elevation	Appraised Structural Value	50% of Value
Tax Collector	10'	\$328,417	\$164,208
Medical Building	12.4'	\$658,080	\$329,040
Doublewide	14.4'	\$233,939	\$116,969
TOTAL		\$1,220,436	\$610,217

- **Funding Sources = \$3M Grant, \$1M Opioid Settlement Funds Received to Date, and \$500k CIP**

Options

Option 1

- **Purchase Commercial Parcel #04-05-25-009001-001-01 and Renovate Existing Building**
 - Rough Order Estimate ~\$4M (Real Estate ~\$2M + Design ~\$0.5M + Construction ~\$1.5M)
 - Zoned PUD (No Rezoning Required)

Option 2

- **Build New Substance Use Disorder Recovery Center at Bear Run Blvd.**
 - Rough Order Estimate ~\$6.3M (~\$1.8M deficit)
 - Zoned PO-1 (No Rezoning Required)

Option 3

- **Continue to Search for Alternative Commercial Buildings to Purchase**

Recommendation & Requests

- **Approve Staff to Pursue Option #1**
- **Request Approval to Allow:**
 - **Staff to use Alternative Purchasing Procedure for Parcel 04-05-25-009001-001-01**



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Special Meeting Minutes April 15, 2025	Backup Material	4/16/2025	Board_of_County_Commissioners_Special_Meeting_Minutes_April_15__2025.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Blanchett , Christine	Approved	4/15/2025 - 1:51 PM	Item Pushed to Agenda



BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING MINUTES

April 15, 2025
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
11:30 AM

INVOCATION

Vice-Chairman Kristen Burke, District 5, gave the Invocation.

PLEDGE

Chairman Betsy Condon led the Pledge of Allegiance.

CALL TO ORDER

Chairman Betsy Condon called the meeting to order at 11:31 am.

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

PUBLIC COMMENTS

Chairman Betsy Condon opened the floor for public comment at 11:31 am.

Hearing no comments, Chairman Betsy Condon closed public comment at 11:31 am.

NEW BUSINESS

1. 11:30 a.m. PRIVATE MEETING - A Private Meeting between the Board of County Commissioners and its attorneys held under the authority of

Section 286.011(8), F.S. (C. Grimm)

Private Meeting between the Board and its attorneys for the purpose of providing advice to the attorneys concerning *In re National Prescription Opiate Litigation; Clay County, Florida v. Purdue Pharma L.P. et al, United States District Court for the Northern District of Ohio, Eastern Division, MDL 2804, Case No.: 1:19-op-45591-DAP.*

Chairman Betsy Condon opened the floor to provide an overview and the details for the private meeting as indicated above.

In attendance for the shade meeting:

- Chairman Betsy Condon
- Vice-Chairman Kristen Burke
- Commissioner John Sgromolo
- Commissioner Jim Renninger
- Commissioner Alexandra Compere
- County Manager Howard Wanamaker
- County Attorney Courtney Grimm
- Outside Counsel - Attorney Eric Romano - Romano Law Group - via TEAMS

Chairman Condon called recess at 11:33 am and reconvened at 12:31 pm.

Chairman Betsy Condon stated that the private meeting between the BoCC and its attorneys regarding case Number 1:19-op-45591-DAP has now concluded.

PUBLIC COMMENTS

Chairman Betsy Condon opened the floor for public comment at 12:31 pm.

Hearing no comments, Chairman Betsy Condon closed public comment at 12:31 pm.

Hearing no further business, Chairman Condon adjourned the meeting at 12:32 pm.

Attest:

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

Chairman or Vice-Chairman



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners

DATE:

FROM: The Clerks Office

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

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	4/11/2025 - 2:24 PM
			Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Review of Staff's ranking of the submittals received for RFQ No. 24/25-051, Development of a Comprehensive Safety Action Plan for Safe Streets for All.

1. Foresite Group, LLC - 91.7
2. EXP U.S. Services, Inc. - 85.0
3. TJKM, Inc. - 83.7

A committee consisting of the Engineering Director, Grants Director, and Planning and Zoning Director performed the evaluation and ranking of the submittals received. If desired, the Board may request presentations from the Consultants.

If awarded, approval of award will be effective after the 72-hour protest period has expired. The awarded Consultant shall have the final report no later than September 30, 2025. An agreement will be negotiated and brought back to the Board for approval.

Funding Source:

Unincorporated Municipal Services MSTU Fund - All Grants Organization - Safe Streets and Roads for All FY2023 - Professional Services

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

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.

Firms were required to submit their understanding and qualifications to develop the County's Comprehensive Safety Action Plan in accordance with the requirements of the U.S. Department of Transportation Safe Street for All Program. This project is funded partially by the U.S. Department of Transportation, Federal Highway Administration Office of Safety. The awarded Consultant shall have the final report no later than September 30, 2025. A contract will be negotiated and brought back to the Board for approval.

Full submittals are attached and are available in the Purchasing Department for review.

1,047 Suppliers were notified
38 Suppliers downloaded the Request for Qualifications
3 Submittals were received
1 No-Bid was received

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 FY2023 - Professional Services

Account No.:

FD1022 - CC1233 - PRJ100800 - SC531000

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

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

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Bid_Backup_RFQ_No._2425-051	Backup Material	4/16/2025	Bid_Backup_RFQ_No._2425-051_final.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/16/2025 - 8:14 AM	Item Pushed to Agenda



BID RECOMMENDATION FORM

TITLE:

RFQ No. 24/25-051, Development of a Comprehensive Safety Action Plan for Safe Streets for All

DATE OF RECOMMENDATION:

April 10, 2025

BIDDERS

Beryl Project Engineering

EXP U.S. Services, Inc.

Foresite Group, LLC

TJKM, Inc.

BID TOTAL

No Bid

To Be Determined

To Be Determined

To Be Determined

FUNDING SOURCE: Unincorporated Municipal Services MSTU Fund - All Grants Organization -

Safe Streets and Roads for All FY2023 - Professional Services

RECOMMENDATION:

Review of Staff's ranking of the submittals received for RFQ No. 24/25-051, Development of a Comprehensive Safety Action Plan for Safe Streets for All.

1. Foresite Group, LLC - 91.7
2. EXP U.S. Services, Inc. - 85.0
3. TJKM, Inc. - 83.7


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

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:

Megan Covey, Grants Director

SIGNATURE:


Megan Covey (Apr 11, 2025 10:31 EDT)

BID TABULATION FORM

RFQ: 24/25-051

Date:

March 21, 2025

Development of a Comprehensive Safety Action

Proj: **Plan for Safe Streets for All**

Time Open:

9:01 AM

Ad: Clay Today, February 20, 2025

Time Close:

9:01 AM

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

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

Bidder		Addendum	Base Bid Total
1	Beryl Project Engineering	No Bid	
2	EXP U.S. Services, Inc.	Yes	To Be Determined
3	Foresite Group, LLC	Yes	To Be Determined
4	TJKM, Inc.	Yes	To Be Determined
5			
6			
7			
8			
9			
10			
11			
12			



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

EVALUATION TABULATION

RFQ No. No. 24/25-051

Development of a Comprehensive Safety Action Plan for Safe Streets for All

RESPONSE DEADLINE: March 20, 2025 at 4:00 pm

CONSENSUS SCORECARD SUMMARY

Vendor	Company & Staff Qualifications (20 Points)	Related Experience and References (30 Points)	Approach to Services & Methodology (35 Points)	Current Work Load (10 Points)	Volume of Work (5 Points)	Total Score (Max Score 100)
EXP U.S. Services Inc.	19.33	28.67	22.67	9.33	5	85
Foresite Group, LLC	19.33	27.67	31.33	8.33	5	91.7
T J K M, INC.	18	27.33	25	8.33	5	83.7

EVALUATORS

Name	Title
Beth Carson	Deputy Director
Megan Covey	Grants Director
Richard Smith	Director

EVALUATION TABULATION

RFQ No. No. 24/25-051

Development of a Comprehensive Safety Action Plan for Safe Streets for All

AGGREGATE SCORES SUMMARY

Vendor	Beth Carson	Megan Covey	Richard Smith	Total Score (Max Score 100)
Foresite Group, LLC (Headquarters: Peachtree Corners, GA)	86	97	92	91.67
EXP U.S. Services Inc. (Headquarters: Chicago, IL)	82	90	83	85
T J K M, INC. (Headquarters: Pleasanton, CA)	84	90	77	83.67

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Company & Staff Qualifications	Points Based	20

Description:

Consultants shall provide documentation to fully demonstrate the experience, education, and abilities of any personnel that shall be performing work under this Contract. This may be submitted in the form of resumes for any and all employees who will be performing work, documentation of past or current contracts held by the Consultant for services similar in size, scope, and complexity as those described herein, or any other documentation or information demonstrating the experience and qualifications of the Consultant.

Consultants shall submit the following documentation:

- **Company Organization Chart** - Submit an organizational chart reflecting the organization of the company.
- **Licenses and Certifications** - Submit information on all required and applicable licenses and certifications held by the Consultant as well as Key Personnel.
- **Team Organization Chart** - Submit a team organization chart that demonstrates the hierarchy of the key personnel who will be responsible for the completion of the required services, including names, titles, and organization of the proposed team members.

EVALUATION TABULATION

Request For Qualification - Development of a Comprehensive Safety Action Plan for Safe Streets for All

Page 2

EVALUATION TABULATION

RFQ No. No. 24/25-051

Development of a Comprehensive Safety Action Plan for Safe Streets for All

- **Key Personnel** - Submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work. Brief, comprehensive resumes should be provided for each staff member listed.
- **Proposed Sub-Consultants** - Submit information to demonstrate the qualifications and experience of the Sub-Consultants proposed to perform any portion of work specified herein by completing all information. Brief comprehensive resumes, including any and all licenses/certifications held, should be provided for each Sub-Consultant listed. All proposed Sub-Consultants are subject to approval by the County.

Criteria	Scoring Method	Weight (Points)
Related Experience and References	Points Based	30

Description:

- Submit a written narrative describing any and all contracts or engagements successfully completed in the last seven (7) calendar years, including services similar in scope to those described herein. Consultants must include the type of services performed, timeframe of performance, and whether or not the Contract was renewed/extended.
- Provide a list of three (3) project references from individuals, firms, or agencies that have contracted with the Consultant to perform services of similar size and scope as those described in this RFQ. The information required must include a reference company name, date(s) of service, project information, and a contact person's name, title, phone number, and email address. References should include the primary contracts for the projects listed in the narrative submitted in this section. References shall be checked by County staff.

Criteria	Scoring Method	Weight (Points)
Approach to Services & Methodology	Points Based	35

Description:

EVALUATION TABULATION

Request For Qualification - Development of a Comprehensive Safety Action Plan for Safe Streets for All

Page 3

EVALUATION TABULATION

RFQ No. No. 24/25-051

Development of a Comprehensive Safety Action Plan for Safe Streets for All

- **Proposed Approach & Methodology** - Consultants shall provide a written narrative describing the proposed approach and methodology for performing the services required for this project. The narrative must provide a synopsis of the Consultant's understanding of the scope of services and the intent of the project. Briefly describe the approach the Consultant intends to take to successfully complete a quality and timely project using the most cost-effective solutions and best practices. Include in this section the Consultant's approach to project cost control.
- **Proposed Project Schedule** - Submit a proposed project schedule that includes all elements of the project through completion.
- **Schedule Control Narrative** - Submit a written narrative of the Consultant's project management methods to establish, monitor, and track the coordination of sub-consultants and their ability to meet schedules in a timely manner.

Criteria	Scoring Method	Weight (Points)
Current Work Load	Points Based	10

Description:

- **Number and Size of Current Projects, Personnel Assigned, & Stage of Completion** - Provide number and size of projects currently being performed in the Consultant's office, Personnel assigned thereto and stage of completion of such projects, status of each project relative to completion schedules, reasons for any delayed projects, and projected personnel availability. Discuss the ability of the Consultant to execute multiple concurrent projects and contracts given its current workload.

Criteria	Scoring Method	Weight (Points)
Volume of Work	Points Based	5

Description:

The volume of current and prior work performed for Clay County shall be considered a minus factor, with the objective of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified Consultants.

EVALUATION TABULATION

Request For Qualification - Development of a Comprehensive Safety Action Plan for Safe Streets for All

Page 4

EVALUATION TABULATION

RFQ No. No. 24/25-051

Development of a Comprehensive Safety Action Plan for Safe Streets for All

Provide a list of all Clay County Board of County Commissioners (BCC) projects on which Consultant has been awarded fees during the past five (5) years. Include only those in which consultant was the prime consultant (do not delete fees paid to subconsultants or others) If the Consultant has not performed work for the BCC during the past five (5) years, the response should so clearly state.

FACTOR: FY18/19 (0.2) FY19/20 (0.4) FY20/21 (0.6) FY21/22 (0.8) FY22/23 (1.0)

The FACTOR is multiplied by the monetary amount of work done by the Consultant for the County during that specific Fiscal Year, giving you the VOLUME. All of the VOLUMES are combined and provide an ADJUSTED TOTAL.

The ADJUSTED TOTAL is then reviewed to see what TOTAL POINTS will be given.

The ADJUST TOTAL(s) provide the following Points:

\$1,000,000.00 to \$875,000.00 = 1 Point

\$625,000.00 to \$875,000.00 = 2 Points

\$375,000.00 to \$625,000.00 = 3 Points

\$125,000.00 to \$375,000.00 = 4 Points

\$0.00 to \$125,000.00 = 5 Points



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

[BERYL PROJECT ENGINEERING] RESPONSE DOCUMENT REPORT

RFQ No. No. 24/25-051

Development of a Comprehensive Safety Action Plan for Safe Streets for All

RESPONSE DEADLINE: March 20, 2025 at 4:00 pm

Beryl Project Engineering Response

CONTACT INFORMATION

Company:

Beryl Project Engineering

Email:

marketing@berylprojectengineering.com

Contact:

Leo Cannyn

Address:

8202 N Armenia Ave

STE A

Tampa, FL 33604

Phone:

(813) 616-3301

Website:

<https://berylprojectengineering.com/>

Submission Date:

"No Bid" submitted on Feb 24, 2025 9:35 AM for the following reason:

We do not offer the products or services sought



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

[EXP U.S. SERVICES INC.] RESPONSE DOCUMENT REPORT

RFQ No. No. 24/25-051

Development of a Comprehensive Safety Action Plan for Safe Streets for All

RESPONSE DEADLINE: March 20, 2025 at 4:00 pm

EXP U.S. Services Inc. Response

CONTACT INFORMATION

Company:

EXP U.S. Services Inc.

Email:

tyler.blair@exp.com

Contact:

Tyler Blair

Address:

50 North Laura Street
Suite 2500
Jacksonville, FL 32202

Phone:

(904) 891-0909

Website:

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

Submission Date:

Mar 20, 2025 10:25 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 20, 2025 9:43 AM by Silvana Coronado



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

[FORESITE GROUP, LLC] RESPONSE DOCUMENT REPORT

RFQ No. No. 24/25-051

Development of a Comprehensive Safety Action Plan for Safe Streets for All

RESPONSE DEADLINE: March 20, 2025 at 4:00 pm

Foresite Group, LLC Response

CONTACT INFORMATION

Company:

Foresite Group, LLC

Email:

bids@fg-inc.net

Contact:

Megan Keel

Address:

3740 Davinci Court
Suite 100
Peachtree Corners, GA, GA 30092

Phone:

(770) 368-1399

Website:

www.foresitegroup.net

Submission Date:

Mar 20, 2025 9:32 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 10, 2025 2:13 PM by Megan Keel



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

[T J K M, INC.] RESPONSE DOCUMENT REPORT

RFQ No. No. 24/25-051

Development of a Comprehensive Safety Action Plan for Safe Streets for All

RESPONSE DEADLINE: March 20, 2025 at 4:00 pm

T J K M, INC. Response

CONTACT INFORMATION

Company:

T J K M, INC.

Email:

namin@tjkm.com

Contact:

Nayan Amin

Address:

4305 Hacienda Drive
Suite 550
Pleasanton, CA 94588

Phone:

(408) 410-2977

Website:

www.tjkm.com

Submission Date:

Mar 20, 2025 2:01 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 10, 2025 10:09 PM by Michelle Macer

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 in 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.

4. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
-----	---------------------	----------------	-----------------

1.	<p>Company & Staff Qualifications (20 Points)</p> <p>Consultants shall provide documentation to fully demonstrate the experience, education, and abilities of any personnel that shall be performing work under this Contract. This may be submitted in the form of resumes for any and all employees who will be performing work, documentation of past or current contracts held by the Consultant for services similar in size, scope, and complexity as those described herein, or any other documentation or information demonstrating the experience and qualifications of the Consultant.</p> <p>Consultants shall submit the following documentation:</p> <ul style="list-style-type: none"> • Company Organization Chart - Submit an organizational chart reflecting the organization of the company. • Licenses and Certifications - Submit information on all required and applicable licenses and certifications held by the Consultant as well as Key Personnel. • Team Organization Chart - Submit a team organization chart that demonstrates the hierarchy of the key personnel who will be responsible for the completion of the required services, including names, titles, and organization of the proposed team members. • Key Personnel - Submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work. Brief, comprehensive resumes should be provided for each staff member listed. • Proposed Sub-Consultants - Submit information to demonstrate the qualifications and experience of the Sub-Consultants proposed to 	N/A	N/A
----	--	-----	-----

	perform any portion of work specified herein by completing all information. Brief comprehensive resumes, including any and all licenses/certifications held, should be provided for each Sub-Consultant listed. All proposed Sub-Consultants are subject to approval by the County.		
2.	Related Experience and References (30 Points) <ul style="list-style-type: none"> • Submit a written narrative describing any and all contracts or engagements successfully completed in the last seven (7) calendar years, including services similar in scope to those described herein. Consultants must include the type of services performed, timeframe of performance, and whether or not the Contract was renewed/extended. • Provide a list of three (3) project references from individuals, firms, or agencies that have contracted with the Consultant to perform services of similar size and scope as those described in this RFQ. The information required must include a reference company name, date(s) of service, project information, and a contact person's name, title, phone number, and email address. References should include the primary contracts for the projects listed in the narrative submitted in this section. References shall be checked by County staff. 	N/A	N/A

3.	Approach to Services & Methodology (35 Points) <ul style="list-style-type: none">• Proposed Approach & Methodology - Consultants shall provide a written narrative describing the proposed approach and methodology for performing the services required for this project. The narrative must provide a synopsis of the Consultant's understanding of the scope of services and the intent of the project. Briefly describe the approach the Consultant intends to take to successfully complete a quality and timely project using the most cost-effective solutions and best practices. Include in this section the Consultant's approach to project cost control.• Proposed Project Schedule - Submit a proposed project schedule that includes all elements of the project through completion.• Schedule Control Narrative - Submit a written narrative of the Consultant's project management methods to establish, monitor, and track the coordination of sub-consultants and their ability to meet schedules in a timely manner.	N/A	N/A
----	---	-----	-----

4.	Current Work Load (10 Points) <ul style="list-style-type: none">• Number and Size of Current Projects, Personnel Assigned, & Stage of Completion - Provide number and size of projects currently being performed in the Consultant's office, Personnel assigned thereto and stage of completion of such projects, status of each project relative to completion schedules, reasons for any delayed projects, and projected personnel availability. Discuss the ability of the Consultant to execute multiple concurrent projects and contracts given its current workload.	N/A	N/A
----	--	-----	-----

5.	<p>Volume of Work (5 Points)</p> <p>The volume of current and prior work performed for Clay County shall be considered a minus factor, with the objective of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified Consultants.</p> <p>Provide a list of all Clay County Board of County Commissioners (BCC) projects on which Consultant has been awarded fees during the past five (5) years. Include only those in which consultant was the prime consultant (do not delete fees paid to subconsultants or others) If the Consultant has not performed work for the BCC during the past five (5) years, the response should so clearly state.</p> <p>FACTOR: FY18/19 (0.2) FY19/20 (0.4) FY20/21 (0.6) FY21/22 (0.8) FY22/23 (1.0)</p> <p>The FACTOR is multiplied by the monetary amount of work done by the Consultant for the County during that specific Fiscal Year, giving you the VOLUME. All of the VOLUMES are combined and provide an ADJUSTED TOTAL.</p> <p>The ADJUSTED TOTAL is then reviewed to see what TOTAL POINTS will be given.</p> <p><u>The ADJUST TOTAL(s) provide the following Points:</u></p> <p>\$1,000,000.00 to \$875,000.00 = 1 Point</p> <p>\$625,000.00 to \$875,000.00 = 2 Points</p> <p>\$375,000.00 to \$625,000.00 = 3 Points</p> <p>\$125,000.00 to \$375,000.00 = 4 Points</p> <p>\$0.00 to \$125,000.00 = 5 Points</p>	N/A	N/A
----	---	-----	-----

Project View Count

579


Vendor Funnel

 Followers	23
 Downloaders	38
 Applicants	6
 No Bids	1
 Submissions	3

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
Acuity Design Group, Inc.  <i>cjones@alladg.com</i>	✓				
Alfred Benesch & Company  <i>kbatcha@benesch.com</i>	✓	✓			
Alliant Engineering, Inc.  <i>kliguori@alliant-inc.com</i>		✓			
Ardurra Group, Inc. (formerly Inwood)  <i>marketing@inwoodinc.com</i>	✓	✓			
Beryl Project Engineering  <i>marketing@berylprojectengineering.com</i>			✓	✓	
Chen Moore and Associates  <i>lbarron@chenmoore.com</i>		✓			
ConstructConnect  <i>content@constructconnect.com</i>	✓	✓			
DF Interactive LLC <i>david@davidfine.dev</i>		✓			
DRMP, Inc.  <i>marketingdept@drmp.com</i>	✓	✓			
EXP U.S. Services Inc.  <i>silvana.coronado@exp.com</i>	✓		✓		✓
EXP U.S. Services, Inc.  <i>tyler.blair@exp.com</i>	✓	✓	✓		
Entram  <i>contact@envirobidnet.com</i>	✓	✓			
Fehr and Peers  <i>b.hittner@fehrandpeers.com</i>		✓			
Foresite Group, LLC  <i>bids@fg-inc.net</i>	✓	✓	✓		✓
Halff Associates, Inc.  <i>lnichols@halff.com</i>		✓			
IMS  <i>ims_bids@construction.com</i>	✓	✓			

Indelible Solutions, LLP 		✓			
<i>rmercado@indelible-solutions.com</i>					
Kimley-Horn and Associates, Inc. 		✓			
<i>florida.marketing@kimley-horn.com</i>					
Matthews Design Group, LLC 		✓			
<i>marketing@mdginc.com</i>					
NFPS	✓	✓			
<i>rsmith@nfps.net</i>					
NV5, Inc. 	✓	✓			
<i>marketingfla@nv5.com</i>					
None		✓			
<i>martin.larinas@gmail.com</i>					
North America Procurement Council Inc., PBC 		✓			
<i>notifications@napc.me</i>					
North Florida Professional Services, Inc. 	✓	✓			
<i>ccapps@nfps.net</i>					
PRIME AE Group 	✓	✓			
<i>nick.welch@primeeng.com</i>					
Peters and Yaffee, Inc. 	✓	✓			
<i>elanning@petersandyaffee.com</i>					
Pond & Company 		✓			
<i>eileen.loschky@pondco.com</i>					
Prime Vendor Inc. 		✓			
<i>primevendor124@gmail.com</i>					
RevStar Consulting 		✓			
<i>nastassia.barkouskaya@revstarconsulting.com</i>					
RichardSean Construction and Management, Inc 	✓	✓			
<i>office@richardsean.com</i>					
Source Management 	✓	✓			
<i>sourcemanagement@deltek.com</i>					
T J K M 	✓	✓	✓		✓
<i>rfp@tjkm.com</i>					
The Haskell Company 	✓	✓	✓		
<i>fred.jones@haskell.com</i>					
Thomas May Construction Company 		✓			
<i>eparker@tmay.net</i>					
Toole Design Group, LLC 	✓	✓			
<i>marketing@tooledesign.com</i>					
Traffic & Mobility Consultants LLC 	✓	✓			
<i>sarahd@trafficmobility.com</i>					
VendorLink, LLC 		✓			
<i>bids@evendorlink.com</i>					
Visual		✓			
<i>visualbidaalerts@gmail.com</i>					
WGI, Inc. 	✓	✓			
<i>busdev@wginc.com</i>					

Walker Walker Consulting LLC <i>hw@walkerwalkerconsulting.com</i>	 No Reviews	✓	✓		
n/a <i>footbaall2000@gmail.com</i>			✓		



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE: 3/10/2025

FROM: Administrative and
Contractual Services

SUBJECT:

Review of Staff's ranking of the Proposals received for RFP No. 24/25-065, Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction.

1. One Stop Aquatic Safety, LLC - 91
2. YMCA of Florida's First Coast - 77.7
3. Elite Amenities NE FL, LLC - 41
4. Pool Management, LLC - 25.7
5. USA Management - 22.33

A committee consisting of the Director of Library Services, Parks & Recreation Park Ranger, and the Parks & Recreation Office Coordinator, performed the evaluation and ranking of the responses received. If desired, the board may request presentations.

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

Funding Source:

General Fund - Camp Chowenwaw - Temporary Labor

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The purpose of this RFP was to solicit Proposals from qualified Contractors to operate, manage, and provide lifeguard services and swim instruction at the Camp Chowenwaw Swimming Pool. The selected contractor will ensure a safe and fully operational swimming pool environment, which includes staffing certified lifeguards for pool activities, managing daily operations (opening, closing, and supervision), and adhering to all health and safety regulations.

1022 Suppliers were notified
19 Suppliers downloaded the Request for Proposal
5 Proposals were received
1 No-Bid was received

YMCA of Florida's First Coast, Inc. held the County's previous Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction Agreement (Contract No. 2021/2022-153A RN2).

<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:

General Fund - Camp Chowenwaw - Temporary Labor

Account No.:

FD1000 - CC1248 - SC534600

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ RFP BACKUP PACKET	Backup Material	4/21/2025	BidBackup_Bid_No._2425-065._- _updated_first_pageada.pdf

REVIEWERS:

Department Reviewer	Action	Date	Comments
Purchasing Streeper, Lisa	Approved	4/16/2025 - 8:14 AM	Item Pushed to Agenda



BID RECOMMENDATION FORM

TITLE:

RFP No. 24/25-065 Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

DATE OF RECOMMENDATION:

4/22/2025

BIDDERS

Elite Amenities NE Florida, LLC

One Stop Aquatic Safety, LLC

Pool Management LLC

Ring Power Corp - WCC

USA Management, LLC

YMCA of Florida's First Coast

BID TOTAL

TBD

TBD

TBD

NO BID

TBD

TBD

FUNDING SOURCE: FD1000 - CC1248 - SC534600

RECOMMENDATION:

Review of Staff's ranking of the Proposals received for RFP No. 24/25-065 Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction and award to One Stop Aquatic Safety, LLC.

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

N/A

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:

Justin Pierce, Parks and Recreation Director

SIGNATURE:

Justin Pierce

Digitally signed by Justin Pierce
Date: 2025.04.16 14:12:21 -04'00'

BID TABULATION FORM

RFP: 24/25-065

Date:

April 4, 2025

**Camp Chowenwaw Park Swimming Pool
Management, Lifeguard Staffing, and Swim**

Proj: **Instruction**

Time Open:

9:00 AM

Ad: Clay Today, March 13, 2025

Time Close:

9:03 AM

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

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

Bidder		Addendum	Bid Bond	Total
1	Elite Amenities NE Florida, LLC	X	N/A	TBD
2	One Stop Aquatic Safety, LLC	X	N/A	TBD
3	Pool Management LLC	X	N/A	TBD
4	Ring Power Corp - WCC	No Bid		
5	USA Management, LLC	X	N/A	TBD
6	YMCA of Florida's First Coast	X	N/A	TBD
7				
8				
9				
10				
11				
12				



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

EVALUATION TABULATION

RFP No. 24/25-065

Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

RESPONSE DEADLINE: April 3, 2025 at 4:00 pm

CONSENSUS SCORECARD SUMMARY

Vendor	Qualifications of Company (25 Points) Points Based 25 Points (23.8%)	Experience of Team (25 Points) Points Based 25 Points (23.8%)	Proposed Rates/Fees (20 Points) Points Based 20 Points (19%)	Operational Plan & Service Delivery Approach (20 Points) Points Based 20 Points (19%)	References (10 Points) Points Based 10 Points (9.5%)	Local Preference (5 Points) Points Based 5 Points (4.8%)	Total Score (Max Score 105)
Elite Amenities NE FL, LLC	8.33	8.33	16	6.33	2	0	41
One Stop Aquatic Safety LLC	24.33	21.33	16	19.67	9.67	0	91
Pool Management LLC	11.67	0.67	8.67	2.67	2	0	25.7
USA Management	3.33	2.67	7.33	5.67	3.33	0	22.3
YMCA of First Coast	22.33	22	11.67	12.67	4	5	77.7

Locations:

Elite Amenities - St Johns, FL

One Stop Aquatic Safety - Oakland Park, FL

Pool Management, LLC - Sandy Springs, GA

USA Management - Cumming, GA

YMCA of First Coast – Fleming Island, FL

EVALUATION TABULATION

RFP No. 24/25-065

Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

EVALUATORS

Name	Title
Mary Canfield	Director of Library Services
Danielle Connaughton	Office Coordinator
Liza McCain	Park Ranger

AGGREGATE SCORES SUMMARY

Vendor	Mary Canfield	Danielle Connaughton	Liza McCain	Total Score (Max Score 105)
One Stop Aquatic Safety LLC	95	90	88	91
YMCA of First Coast	75	70	88	77.67
Elite Amenities NE FL, LLC	32	44	47	41
Pool Management LLC	32	24	21	25.67
USA Management	17	35	15	22.33

EVALUATION TABULATION

RFP No. 24/25-065

Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications of Company (25 Points)	Points Based	25

Description:

Provide a description and history of the Contractor, focusing on previous experience, particularly in public swimming pool management.

Additionally, include the following:

- Provide recent experience that demonstrates the Contractor's current ability and expertise in managing a medium-sized swimming pool facility.
- Document knowledge and experience with Federal, State, and Local record-keeping requirements.
- Describe experience that reflects knowledge of best management practices in a public swimming pool environment, along with extensive knowledge of State health requirements and reporting.
- Include documentation regarding the location and resources available at the Contractor's operating office, including:
 - The complete address of the office location.
 - Specific information about the location and technical personnel, such as:
 - The number and disciplines of professional and technical personnel.
 - A list of equipment and trainings necessary to perform agreed upon services.

Criteria	Scoring Method	Weight (Points)
Experience of Team (25 Points)	Points Based	25

Description:

The Pool Management Team assigned to Camp Chowenwaw must have proven experience in Public Pool Management, with a strong focus on safety, record-keeping, health and safety codes, and a genuine commitment to assisting the general public.

EVALUATION TABULATION

Request For Proposal - Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

Page 3

EVALUATION TABULATION

RFP No. 24/25-065

Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

Provide the following:

- A list of all key personnel, including the number and size of staff, along with resumes for individuals assigned to these services.
- Documentation of state certifications for all staff serving as lifeguards, swimming or aquatic activity instructors, or pool operators.
- Proof that lifeguards are certified by the Red Cross or another nationally recognized certification body, in compliance with FS 514.071 and FS 514.072.
- Confirmation that pool service technicians meet the standards outlined in FS 514.075.
- Verification that the Pool Management Team is fully knowledgeable of Florida Statutes, Chapter 514, governing Public Swimming and Bathing Facilities.

Criteria	Scoring Method	Weight (Points)
Proposed Rates/Fees (20 Points)	Points Based	20

Description:

The Proposed Pricing Sheet provided by the County in the Supplier Questionnaire is required to be filled out in its entirety.

In addition to the Proposed Pricing Sheet, please fill out the Proposed Aquatic Activities sheet. List the proposed activities, along with a detailed description and the corresponding rates for both the County and customers

Criteria	Scoring Method	Weight (Points)
Operational Plan & Service Delivery Approach (20 Points)	Points Based	20

Description:

Provide the following:

EVALUATION TABULATION

Request For Proposal - Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

Page 4

EVALUATION TABULATION

RFP No. 24/25-065

Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

- A. Clarity and detail of the proposed startup procedures and requirements, ensuring a smooth transition into operations. This should include specific steps for setting up the facility and preparing staff for opening day.
- B. Depth of the pool management methodology, including the management of daily operations, staff training, safety protocols, facility maintenance, and customer service.
- C. Effectiveness of the plan for managing inclement weather, including procedures for monitoring weather conditions, communicating with staff and patrons, and ensuring safety during adverse weather events. The Contractor should detail how they will manage pool closures, if necessary, and any contingency plans for resuming operations safely.
- D. Provide marketing strategies aimed at promoting additional swim lessons, aquatic classes, and other activities. The Contractor should demonstrate a proactive approach to increasing participation and engagement with the community, including marketing methods, outreach efforts, and partnerships.
- E. The Contractor should outline how they will track, prepare, and submit timely billing and invoicing reports, ensuring clarity and accuracy of the billing and invoicing process, ensuring compliance with County requirements.

Criteria	Scoring Method	Weight (Points)
References (10 Points)	Points Based	10

Description:

Provide three (3) references for which the Contractor has performed services within the past five (5) years that are similar to the requirements outlined in this RFP.

For each reference, the following information is required:

- Name of entity/agency
- Summary of services provided
- Timeframe of performance
- Cost of services provided

EVALUATION TABULATION

Request For Proposal - Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

Page 5

EVALUATION TABULATION

RFP No. 24/25-065

Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

- Point of contact (name, title, email, and phone number)

References will be evaluated based on their responsiveness, satisfaction with services, and the success of past projects.

Criteria	Scoring Method	Weight (Points)
Local Preference (5 Points)	Points Based	5

Description:

Local Business Definition:

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

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

EVALUATION TABULATION

Request For Proposal - Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

Page 6



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

[ELITE AMENITIES NE FL, LLC] RESPONSE DOCUMENT REPORT

RFP No. 24/25-065

Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

RESPONSE DEADLINE: April 3, 2025 at 4:00 pm

Elite Amenities NE FL, LLC Response

CONTACT INFORMATION

Company:

Elite Amenities NE FL, LLC

Email:

admin@eliteamenities.com

Contact:

Eric Meyer

Address:

4116 Running Bear Lane
St Johns, FL 32259

Phone:

(904) 710-0172

Website:

www.eliteamenities.com

Submission Date:

Apr 3, 2025 3:01 PM (Eastern Time)



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

[ONE STOP AQUATIC SAFETY LLC] RESPONSE DOCUMENT REPORT

RFP No. 24/25-065

Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

RESPONSE DEADLINE: April 3, 2025 at 4:00 pm

One Stop Aquatic Safety LLC Response

CONTACT INFORMATION

Company:

One Stop Aquatic Safety LLC

Email:

fquintero@1stoppoolpros.com

Contact:

Fabiola Quintero

Address:

4345 NE 12th Ter
Oakland Park, FL 33334

Phone:

(786) 575-3619

Website:

<https://onestoppoolpros.com/>

Submission Date:

Apr 3, 2025 10:12 AM (Eastern Time)



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

[POOL MANAGEMENT LLC] RESPONSE DOCUMENT REPORT

RFP No. 24/25-065

Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

RESPONSE DEADLINE: April 3, 2025 at 4:00 pm

Pool Management LLC Response

CONTACT INFORMATION

Company:

Pool Management LLC

Email:

joel@poolmanagementinc.com

Contact:

Joel Copes

Address:

8725 Roswell Rd
Ste H,
Sandy Springs, GA 30350

Phone:

N/A

Website:

<https://poolmanagementinc.com/>

Submission Date:

Apr 3, 2025 3:45 PM (Eastern Time)

Ring Power Corp - WCC Response

Pricing unsealed at Apr 4, 2025 9:00 AM

⊘ No Bid

"No Bid" submitted on Mar 27, 2025 11:29 AM for the following reason:
We do not offer the products or services sought

CONTACT INFORMATION

Company

Ring Power Corp - WCC

Email

sarah.griffith@ringpower.com

Contact

Sarah Griffith

Address

500 World Commerce Parkway
St. Augustine, FL 32092

Phone

(904) 737-7730

Website

www.ringpower.com

Submission Date

Mar 27, 2025 11:29 AM (Eastern Time)



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

[USA MANAGEMENT] RESPONSE DOCUMENT REPORT

RFP No. 24/25-065

Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

RESPONSE DEADLINE: April 3, 2025 at 4:00 pm

USA Management Response

CONTACT INFORMATION

Company:

USA Management

Email:

alison@usamanagement.com

Contact:

Alison Abbott

Address:

1595 Peachtree Pkwy
Suite 204-344
Cumming, GA 30041

Phone:

N/A

Website:

<https://usamanagement.com>

Submission Date:

Apr 3, 2025 11:44 AM (Eastern Time)



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

[YMCA OF FIRST COAST] RESPONSE DOCUMENT REPORT

RFP No. 24/25-065

Camp Chowenwaw Park Swimming Pool Management, Lifeguard Staffing, and Swim Instruction

RESPONSE DEADLINE: April 3, 2025 at 4:00 pm

YMCA of First Coast Response

CONTACT INFORMATION

Company:

YMCA of First Coast

Email:

ndingman@fcymca.org

Contact:

Nathanael Dingman

Address:

40 E Adam St
Jacksonville, FL 32202

Phone:

(904) 278-9622 Ext: 8

Website:

fcymca.org

Submission Date:

Apr 3, 2025 12:26 PM (Eastern Time)

1. Scope of Work

1.1. Purpose

Clay County is seeking qualified Contractors to submit Proposals to operate, manage, and provide lifeguards and swim instruction for the swimming pool at Camp Chowenwaw Park for the 2025 season (May through September). The park, located on 150 acres of recreation space on Black Creek at 1517 Ball Road, Green Cove Springs, Florida 32043, includes a variety of amenities such as camping, event facilities, hiking, fishing, kayak access, volleyball courts, picnic areas, a museum, a nature center, a playground, and a seasonal pool (maximum capacity: 63 persons). The pool is physically located at 3109 Chowenwaw Road, Green Cove Springs, Florida 32043.

The pool will operate during weekdays, weekends, and holidays, with hours to be determined by County staff.

All proposers must currently be in the business of swimming pool management, swim instruction, and lifeguard staffing, with a minimum of three (3) years of continuous experience in these areas.

1.2. Site Visits

Any potential proposer interested in visiting the pool at Camp Chowenwaw, contact Jerry Horton in the Purchasing Department at purchasing@claycountygov.com

1.3. Scope

The selected Contractor will be responsible for staffing certified lifeguards, overseeing daily operations, and maintaining a clean and sanitary pool environment. Responsibilities will also include routine cleaning, sanitation, and general maintenance of the pool area. The Contractor will implement structured swim instruction programs to promote water safety and skill development for all ages. The Contractor must demonstrate expertise in aquatic facility management, adherence to industry best practices, and a commitment to ensuring a high-quality recreational experience for the community.

The Scope of Work includes but is not limited to:

DUTIES/REQUIREMENTS

- The Contractor is responsible for all aspects of staffing, including lifeguards, swimming instructors, and instructors for other aquatic activities. This includes training, scheduling, providing uniforms, and supervising personnel.
- The Contractor will manage and schedule swimming lessons, along with aquatic activity requests during regularly scheduled pool hours. The Contractor will also be responsible for advertising swim lessons and other aquatic activities.

- Perform standard lifeguard duties such as monitoring patrons in the pool area, responding to first aid situations, enforcing County rules and regulations, and light pool area cleaning (e.g., sweeping the deck, emptying trash cans, straightening pool furniture, removing debris). The Contractor will promptly investigate and provide a full written report for accidents, injuries, damage, property destruction, or complaints to the Park Resources Manager.
- The Contractor will be responsible for the daily cleaning and inspection of public pool restrooms, rinse showers, and the lifeguard office area.
- The Contractor will collect all fees associated with pool management and operations. All fees must be properly accounted for, and sales tax must be reported to the appropriate agency. The County retains the right to audit receipts of payment at any time.
- The Contractor will create and submit a weekly revenue report, categorizing the collected fees by day, age group, swim instruction, and other aquatic activity instruction, including the number of people in attendance. This report should be submitted to the Park Resources Manager.
- The Contractor will invoice the County monthly for services rendered, attaching documentation of all charges and closures.

LESSONS/RENTALS/CLASSES

- The Contractor will provide a minimum of 10 weeks of scheduled group/individual swimming lessons to the public.
- The Contractor may also offer aquatic classes such as adult water exercise at their discretion, subject to approval by the County. Qualifications for all instructors must be provided within the Proposal.
- Swimming lessons and aquatic classes may run concurrently with general swimming hours, or the Contractor may propose schedule changes to accommodate instruction. Acceptable schedule will be subject to County review and approval.

Details of any changes to the general swim schedule should be included in the Contractor's Proposal.

STAFFING

- All personnel performing lifeguard, swimming instruction, and aquatic activity instruction duties, as well as immediate supervisors, must be certified in lifeguarding or swimming instruction, first aid, and CPR for adults, children, and infants, in accordance

with Rule 64E-9.008(2)(b) and (c) F.A.C. Additionally, all staff must undergo a Police Background Check. Documentation of compliance must be provided to the County and maintained at the pool as required by Rule 64E-9.008(2)(f).

- If the Contractor cannot provide its regularly employed lifeguards for any scheduled swimming days or hours, alternate arrangements for substitute lifeguards meeting the same training and certification requirements must be included in the Proposal, including documentation of training and certification.
- The Contractor will provide a Certified Public Pool Service Technician to maintain the cleanliness, water clarity, chemical balance, and quality of the pool. This technician will perform all pool cleaning tasks, including routine brushing and vacuuming, backwashing filters, removing algae, and responding to any human fecal accidents, as required by Rule 64E-9.004(11) F.A.C. Up to three (3) hours per week of such maintenance may be charged outside of pool operation hours at a different maintenance rate. The Pool Service Technician will maintain all required records to ensure the pool complies with State and County health codes and standards.
- The Contractor will provide all certified lifeguards, instructors, and necessary support staff. A minimum staffing level of one (1) Supervisor and two (2) Lifeguards will be required at all times during pool operation.

COUNTY'S OBLIGATIONS

- The County shall provide the Contractor with lifeguard chairs, umbrellas, shepherd's hooks, float lines, lap lane float lines, rescue rings, backboard, defibrillator, battery-powered ADA-Compliant lift chair with extra battery and charger. Any other rescue and lifeguarding equipment deemed necessary for the operation of the swimming pool shall be provided at the sole expense of the Contractor.
- The County shall provide the Contractor with brushes and extension poles; pool vacuum with catch bags, battery and charger; skimming nets and baskets; hose and hose cart; all pool chemicals including test kits; and automated chlorine and acid injection equipment. Any other equipment or materials deemed necessary for maintaining the cleanliness, water clarity and quality, and chemical balance of the pool shall be provided at the sole expense of the Contractor.
- The County shall provide the Contractor with cash register, rolling cart for use as check-in desk, chairs, portable telephone, and access to a locked office. Any other equipment

deemed necessary for operation of the pool entrance station shall be provided at the sole expense of the Contractor.

- The County shall make the pool available to the Contractor's staff for training prior to opening of the pool.
- The County shall create a calendar of operational dates for the Contractor upon Award. From the provided schedule, the parties shall not subtract days or hours of operation for reasons other than unforeseen maintenance needs, weather, or other unsafe conditions at the facility.

POOL HOURS/CLOSURE GUIDELINES

Hours of operation will include but are not limited to, weekdays, weekends, and holidays as determined by County staff.

An example structure of the hours of operation for the 2025 season is as follows:

- **Weekdays (Monday - Friday):** 11:00 a.m. to 6:00 p.m.
- **Saturdays:** 11:00 a.m. to 7:00 p.m.
- **Sundays:** 1:00 p.m. to 5:00 p.m.

Special Hours may be provided for July

In the event the Contractor determines the pool must be closed due to weather, chemicals, maintenance, or other unforeseen circumstances, the pool and facility will be closed, and staff will remain on duty to monitor the pool, facility, and patrons. Once conditions are deemed safe, the pool shall be reopened. However, if the circumstantial closure occurs within or continues up to ½ hour of the published closing time, the pool will be closed for the day, and staff will be dismissed after performing their normal closing duties. Contractor shall communicate all necessary pool closures with the Park Resource Manager or the Manager's designee at the time of the incident. When enforcing a lightning policy, Contractor is encouraged to abide by the procedures established by the National Lightning Safety Institute.

COUNTY FEES/RENTAL RATES

Individual Daily Entrance Fees:

- Adults - \$3.00 (ages 16-64)
- Children - \$2.00 (ages 2-15)
- Children ages 2 and under are free
- Seniors - \$2.00 (ages 65 and older)

Season Pass:

- Single Adult- \$75 fee
- Family (up to 6 people) - \$150 fee

The issuing of Season Passes, and the maintenance of those records shall be the responsibility of the Contractor.

1.4. Term

The contract period will run one (1) year with an option for two (2) one (1) year renewals. Prior to, or upon completion, of the initial one-year term of the agreement, the County shall have the option to renew the agreement for an additional two (2) one (1) year periods.

1.5. Additional Services

- A. Additional aquatic classes and activities, including individual swim lessons may be provided to the public with prior County approval, however, the County reserves the right to negotiate for any additional aquatic classes, activities, and individual swim lessons. Such additional services, including scope, timing, and fees, are subject to the County's review and approval and must be mutually agreeable between the County and the Contractor and authorized in writing by the County.
- B. If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

1.6. Performance Evaluation

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

1.7. Selection Criteria / Evaluation Committee

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

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFP shall be awarded to the most qualified

Bidder that meets all requirements of the RFP. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

1.8. Payment

All individual entrance fees, season passes, and lesson/class fees charged to the public shall be collected by the Contractor on behalf of the County and subtracted from the Contractor's monthly invoice for services rendered.

The total payment to the successful contractor will reflect the cost of operations minus any individual entrance fees, season passes, and lesson/class fees charged and collected by the contractor, and any time the pool was closed during that month. The contractor is to submit one invoice per month for payment with supporting documentation.

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

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

1.9. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing services specified or is removed for the convenience of the service, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work.

If the service site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the thirty (30) day period, the Contractor shall replace the materials continually until the area is re-established.

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

1.10. Compliance with Occupation Safety and Health Act

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

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

1.11. Cancellation of Contract

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




Project View Count







485

Vendor Funnel

 Followers	10
 Downloaders	19
 Applicants	7
 No Bids	1
 Submissions	5

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
ConstructConnect  No Reviews <i>content@constructconnect.com</i>	✓	✓			
DF Interactive LLC <i>david@davidfine.dev</i>		✓			
Elite Amenities NE FL, LLC <i>admin@eliteamenities.com</i>	✓	✓	✓		✓
Miami lifeguards llc  No Review <i>miamilifeguards@aol.com</i>	✓	✓	✓		
None <i>martin.larinas@gmail.com</i>		✓			
North America Procurement Cour <i>notifications@napc.me</i>		✓			
One Stop Aquatic Safety LLC <i>fquintero@1stoppoolpros.com</i>	✓	✓	✓		✓
Pool Management LLC <i>joel@poolmanagementinc.com</i>	✓	✓	✓		✓
Prime Vendor Inc.  No Reviews <i>primevendor124@gmail.com</i>		✓			

RevStar Consulting  No Review nastassia.barkouskaya@revstarcons		✓			
Ring Power Corp - WCC  3.3 sarah.griffith@ringpower.com			✓		✓
Source Management  No Review sourcemanagement@deltek.com	✓	✓			
Sports Facilities Management, LL gfresh@sportsfacilities.com	✓	✓			
THWilson Bonds  No Reviews thwbonds@outlook.com		✓			
USA Management  No Reviews abigail@usamanagement.com	✓	✓	✓		✓
VendorLink, LLC  No Reviews bids@evendorlink.com		✓			
Visual visualbidalerts@gmail.com		✓			
YMCA of First Coast cgrassi@fcymca.org	✓	✓			
YMCA of First Coast ndingman@fcymca.org	✓	✓	✓		✓
n/a footbaall2000@gmail.com		✓			



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual
Services

SUBJECT:

Approval of the Comprehensive Agreement with Fortress Secured, LLC for the Delivery of Fire Stations 1 and 22 in the total amount of \$21,336,287.50 with substantial completion of each Station to be achieved within 365 days of the issuance of the Notice to Proceeds.

Funding Sources:

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

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

In August 2023, Developer submitted an Unsolicited Proposal for a Public Private Partnership (P3) to build two (2) Fire Stations which resulted in an Interim Agreement for Predevelopment of the Fire Stations. Fortress has developed a budget for constructing and equipping both Stations and after negotiations, has agreed to undertake final development and construction of the Projects. This Agreement provides for a credit of \$1,013,479.50 for payments previously made to the Developer pursuant to the Interim Agreement. Exhibits E & F provide for the total cost of the projects which includes Interim Agreement and this Comprehensive Agreement = \$22,349,767.00.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Sources:

Capital Improvement Fund - Fire Station 22-Flemming Island - Buildings

Capital Improvement Fund - Fire Station 1-Branan Field - Buildings

Account Nos:

FD3003-PRJ100357-562000

FD3003-PRJ100563-562000

Sole Source (Yes/No):

No

Advanced Payment

(Yes/No):

No

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Fortress Comprehensive Agreement_agreementFS1&22	Cover Memo	4/21/2025	Fortress_Comprehensive_Agreement_agreementFS1_2_ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	4/16/2025 - 8:20 AM	Item Pushed to Agenda

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

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

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

WHEREAS, the Proposal concerned development of two fire stations on County-owned real property located in Middleburg (the “Station 1 Property” as more particularly described and depicted in attached Exhibit A) and in Fleming Island (the “Station 22 Property” as more particularly described and depicted in attached Exhibit B) (each a “Property” and collectively the “Properties”); and

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

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

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

WHEREAS, having received no competing offers and having awarded the RFP to Developer, in March 2024, the Parties entered into an interim agreement pursuant to section 255.065(6), Florida Statutes (the “Interim Agreement”), for predevelopment activities regarding the delivery of the fire stations on the Properties (“the Project”); and

WHEREAS, based on Developer’s predevelopment activities, including site due diligence and planning and design work, the Parties intend to contract for development of the Project as more specifically depicted in the Development Plans attached hereto as Exhibit C (for Station 1) and Exhibit D (for Station 22); and

WHEREAS, the Project consists of the delivery of two separate fire stations on the different Properties, but the Parties intend to coordinate the delivery under this single Comprehensive Agreement in the interest of efficiency; and

WHEREAS, Developer has developed a budget for constructing and equipping the Project as more specifically depicted in the Development Budgets attached hereto as Exhibit E (for Station 1) and Exhibit F (for Station 22); and

WHEREAS, Developer is willing and able to undertake final development and construction of the Project within the limits of the Development Budgets, in exchange for the County's payment of the Contract Price, subject to adjustment by any Change Order in accordance with this Agreement; and

WHEREAS, the Parties intend this Agreement to be a comprehensive agreement as provided in section 255.065(6), Florida Statutes; and

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

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 101. Definitions.

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth below in this Section 101 or as otherwise defined in this Agreement. Any term used in this Agreement that is defined by reference to any other agreement shall continue to have the meaning specified in such agreement, whether or not such agreement remains in effect.

“Agreement”—This Comprehensive Agreement for the Delivery of Two Fire Station Facilities executed by the County and Developer, as may be amended from time to time.

“Access”—The rights the County grants to Developer in this Agreement, and related obligations, all as more specifically defined in Article III.

“Access Term”—The period of time in which the Access granted in this Agreement is in effect (see Article III).

“Board”—The Board of County Commissioners of Clay County, Florida.

“Change Order” —A written order signed by the Parties after execution of this Agreement in accordance with Article XV.

“Constituent of Concern”—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.;

(e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

“Construction Contract”—The agreement between Developer and Prime Contractor pursuant to which Prime Contractor will build the Project.

“Construction Plans and Specifications”—The final and approved 100% construction plans and specifications indexes of which are attached hereto as Exhibit G (for Station 1) and Exhibit H (for Station 22) with the entire plans and specifications being incorporated herein by reference and made a part of this Agreement.

“Constructor”—Any person or entity performing or supporting design and construction activities relating to the Project, including but not limited to Developer, the Design Professionals, the Prime Contractor, and all other contractors, subcontractors, suppliers, utility companies, testing firms, and equipment rental companies.

“Contract”—The legally enforceable agreement between the County and Developer.

“Contract Documents”—This Agreement, the Construction Plans and Specifications, and any Change Order.

“Contract Price”—The firm fixed-price amount of money that the County will pay Developer in exchange for its Work, which is \$22,349,767, subject to adjustment pursuant to the issuance of any Change Orders (and not including up to \$400,000 of anticipated off-site work which will be documented via Change Order). The County shall receive a credit in the amount of \$1,013,479.50 for payments previously made to the Developer toward the firm fixed-price pursuant to the Interim Agreement. As a result, the remaining balance of the firm fixed-price is \$21,336,287.50.

“Contract Time(s)”—The number of days or the dates stated in Article IV of this Agreement to (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

“County”— Clay County, Florida, a political subdivision of the State of Florida

“County’s Licensed Professional”—The licensed professional performing review on behalf of the County in accordance with section 255.065(3)(a)5., Florida Statutes.

“Day”—Calendar day, unless otherwise indicated as a business day, in which case the term means any day the County is open for business.

“Design and Construction”—The entire design and construction, or the various separately identifiable parts thereof, required to be provided by Developer under the Contract. Design and Construction includes and is the result of performing or providing all professional services needed to produce the design; for the labor, services (including but not limited to professional services), and documentation necessary to produce the construction; furnishing, installing, and

incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

"Designated Representative"—The individuals designated to act as the Parties' representatives with respect to the responsibilities under the Contract as described in Section 1711 of this Agreement.

"Design Professionals"—jl2 Architecture, LLC, a Florida limited liability company, and Gulfstream Design Group, LLC, a Florida limited liability company.

"Developer"—Fortress Secured, LLC, a Florida limited liability company.

"Developer Team"—Developer and its Constructors (including Design Professionals and Prime Contractor).

"Development Budget"—The Project budget based on the Construction Plans and Specifications, attached hereto as Exhibit E (for Station 1) and Exhibit F (for Station 2), which also will serve as a schedule of values for Project administration.

"Development Plan"—The Project concepts based on the Construction Plans and Specifications, attached hereto as Exhibit C (for Station 1) and Exhibit D (for Station 22).

"Effective Date"—The effective date of this Agreement, which is the last date signed below.

"FF&E Schedule"—The list of furniture, fixtures and equipment for the Project attached hereto as Exhibit I (applies to both Station 1 and Station 22).

"Final Completion"—The stage of the Project at which all Work has been fully performed in accordance with the Contract Documents, all other conditions precedent to final payment have been satisfied, Developer and its Constructors have provided releases, and Developer is entitled to final payment for its Work.

"Interim Agreement"—The agreement described in the recitals.

"Laws"—Any applicable laws, statutes, rules, regulations, ordinances, codes, permits, and orders of any governmental bodies, agencies, authorities, and courts having jurisdiction over the Work, and any applicable consent decrees, including the Florida Building Code (and incorporated codes), as amended or replaced.

"Milestone"—A principal event in the performance and progress of this Agreement, which this Agreement requires one of the Parties to achieve, or which must occur or will occur, by a specific intermediate date, as expressly indicated in this Agreement or subsequently determined by mutual agreement of the Parties. A Milestone may be expressed by a calendar date or by a number of days from the Effective Date of this Agreement or from some other specific time.

“*Notice to Proceed*”—The County’s written notice to Developer to proceed with construction of the Project Facilities as provided in Section 502(b) of this Agreement.

“*Prime Contractor*”—Summit Construction Management Group.

“*Project*”— The design, construction, and equipping of two (2) fire stations on the Properties in Clay County, Florida (as depicted in more detail on attached Exhibit C and Exhibit D).

“*Project Facilities*”—The infrastructure and structures comprising the Project as specified in the Construction Plans and Specifications.

“*Project Requirements*”—The detailed requirements that the Project must meet, as set forth in Article II of this Agreement.

“*Site*”—The lands or areas where construction of the Project Facilities is to be performed, including rights-of-way and easements, and such other lands as are designated for the use of Developer (as described in more detail on attached Exhibit A and Exhibit B).

“*Substantial Completion*”—The stage of the Project at which the County can occupy and use the Project Facilities for their intended purposes (which may be documented via a temporary certificate of occupancy).

“*Work*”—The effort and activities of Developer, including its Constructors and affiliates and other agents, necessary to complete its Contract obligations, including the Design and Construction.

Section 102. Interpretation.

(a) This Agreement was initiated by Developer’s Proposal. This Agreement and the other Contract Documents are intended to constitute a “comprehensive agreement” for purposes of section 255.065, Florida Statutes, and to address the arrangement outlined in Developer’s Proposal, whereby Developer will design, develop, construct and equip the Project. Interpretation and application of this Agreement shall consider the Interim Agreement, *in pari materia*, striving to give reasonable meaning to each term and to avoid rendering any term a nullity.

(b) It is the intent of the Contract Documents to describe a functionally complete project to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to Laws, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Law or Regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein. If the standard specification, manual, code, or Law or

Regulation is changed after the Effective Date, the Parties will in good faith mutually determine whether the change justifies a Change Order.

(c) Unless the context shall otherwise require, the words “hereto,” “herein,” “hereof” and other words of similar import refer to this Agreement as a whole.

(d) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa.

(e) Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require.

(f) The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

(g) Whenever Developer’s knowledge is implicated in this Agreement or the phrase “to Developer’s knowledge” or a similar phrase is used in this Agreement, Developer’s knowledge or such phrase(s) shall be interpreted to mean to the best of Developer’s knowledge, and Developer affiliates’ and contractors’ knowledge, after reasonable and diligent inquiry.

(h) Unless the context shall otherwise require, references to any Person shall be deemed to include such Person’s successors and permitted assigns.

(i) Unless the context shall otherwise require, references to the preamble, recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions are to the preamble to, or the applicable recitals, sections, subsections, clauses, schedules, exhibits, appendices and provisions of, this Agreement.

(j) The schedules and exhibits to this Agreement, and the appendices and schedules to such exhibits, are hereby incorporated by reference and made an integral part of this Agreement.

(k) The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions.

(l) Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time to time in accordance with the terms thereof and hereof.

(m) The preparation and negotiation of the Contract has been a joint effort of the Parties, and they have carefully reviewed the Contract and have been advised by counsel of their choosing. The Parties understand the Contract’s contents and agree that it shall not be construed more strongly against any Party, regardless of who is responsible for its preparation.

ARTICLE II. PROJECT REQUIREMENTS

Section 201. Statement of Project Requirements.

(a) Developer shall ensure that the Work is performed in such a manner that the Project Facilities shall: be properly designed, structurally sound, safe for human occupancy and use, and free from all hazards; comply in all material respects with the Construction Plans and Specifications; be completed within the Contract Price; and comply in all material respects with the Development Plan and the Contract Documents.

(b) Developer shall ensure that the Work is completed in a good and workmanlike manner.

(c) Developer shall ensure that the Work complies in all material respect with Laws, including the Florida Building Code and the American with Disabilities Act.

(d) Developer shall have the absolute responsibility and duty to the County to ensure that the Project Facilities comply with the Contract Documents and Laws. The fact that the County is a governmental entity that may conduct review and inspections in its governmental capacity for general compliance with Laws shall not in any way create a duty of care to Developer or act as an estoppel to, or a waiver of, the County's sovereign immunity, or the County's right to require construction or reconstruction in accordance with Laws (subject to Developer's right to challenge such enforcement to the extent legally permitted).

ARTICLE III. THE COUNTY'S GRANT OF ACCESS; ACCESS TERM

Section 301. Grant of Access.

(a) Subject to the provisions of the Contract, and for the sole purpose of meeting the Project Requirements, the County hereby grants to Developer access to the Site and the exclusive right, and Developer hereby accepts the obligation to Design and Construct the Project Facilities, in exchange for the County's payment to Developer in an amount equal to the Contract Price, pursuant to the terms of the Contract.

(b) The Contract shall in no way be deemed to constitute a lease of the Site or Project Facilities or any portion thereof, or any assets incorporated into, appurtenant to, or in any way connected with the Project. Developer has no fee title, leasehold estate, possessory interest, permit, easement or other real property interest of any kind in the Site or Project Facilities by virtue of the Contract or otherwise.

Section 302. Access Term.

The Access Term shall begin on the Effective Date and continue until the final completion of the Work, subject to the termination of this Agreement pursuant to its terms.

ARTICLE IV. SCHEDULE; DELAY

Section 401. Commencement.

Developer is authorized to begin performance under this Agreement as of the Effective Date. Construction shall not commence until the County issues the Notice to Proceed.

Section 402. Schedule.

(a) The County and Developer shall perform their obligations pursuant to the schedule attached as Exhibit J. Notwithstanding the foregoing, the deadlines and milestones set forth in the Project schedule are contingent upon the County's issuance of a written Notice to Proceed for construction. The Developer shall not be required to commence construction activities until such Notice to Proceed has been issued, and the timeframes in the Project schedule associated with the construction shall be adjusted accordingly to reflect the actual date of the Notice to Proceed for each Station. Developer shall diligently pursue the completion of the Project. Developer shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the Contract Documents, and the coordination of Constructors.

(b) The Developer shall achieve Substantial Completion of Station 1 within 365 Days of the County's issuance of the Notice to Proceed for Station 1. The Developer shall achieve Final Completion of Station 1 no less than 30 days after the delivery of the punch list by the County to the Developer for Station 1 as described in Section 903(k)-(m).

(c) The Developer shall achieve Substantial Completion of Station 22 within 365 Days of the County's issuance of the Notice to Proceed for Station 22. The Developer shall achieve Final Completion of Station 22 no less than 30 days after the delivery of the punch list by the County to the Developer for Station 22 as described in Section 903(k)-(m).

Section 403. Design and Construction Schedule Compliance: Liquidated Damages

(a) Failure to Attain Substantial Completion: Developer and the County recognize that if Developer fails to attain Substantial Completion of the Project, then the County may suffer financial and other losses. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered if Substantial Completion is not met. Accordingly, instead of requiring any such proof, as to such specific Milestone, the Parties agree that as liquidated damages for delay (but not as a penalty):

(1) Developer shall pay the County \$500.00 for each Day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Substantial Completion of Station 1, until Substantial Completion is achieved for Station 1.

(2) Developer shall pay the County \$500.00 for each Day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Substantial Completion of Station 22, until Substantial Completion is achieved for Station 22.

(b) The County shall have the right to apply as payment on such liquidated damages any money that is due to Developer by the County. Notwithstanding the foregoing, Developer shall have no liability for any liquidated damages due to or arising from (a) any County delay, for which Developer has delivered to the County prior written notice describing the delay and its cause, unless such delay is due to Developer's breach hereunder; (b) the withholding on the part of the County of any consent, direction or approval required by the County hereunder which causes delay on the part of Developer and for which Developer has delivered to the County prior written notice describing the delay and its cause; and (c) delays caused by and directly attributable to any event of Force Majeure for which Developer has delivered to the County prior written notice describing the delay and its cause. The Substantial Completion Milestone for each Station shall be extended for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding, including any extensions authorized by an approved Change Order.

(c) Permitting Developer to continue and to finish the Project after the expiration of the time allowed, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

Section 404. Design and Construction Delays.

(a) If the County, or anyone for whom the County is responsible, delays, disrupts, or interferes with the performance or progress of the Design and Construction, then Developer may be entitled to an equitable adjustment in all affected Milestones and the Contract Price. Developer's entitlement to an adjustment of a Milestone is conditioned on such adjustment being essential to Developer's ability to perform its obligations in compliance with that Milestone. The Parties will follow the Change Order process in Article XV prior to any adjustment being made under this paragraph.

(b) Developer shall not be entitled to any adjustment in Milestones or Contract Price for delay, disruption, or interference in Design and Construction caused by or within the control of Developer or any of its affiliates or Constructors. If Developer's Design and Construction performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of the County, Developer, and those for which they are responsible, then Developer shall be entitled to an equitable adjustment in affected Milestones. Causes of delay, disruption, or interference that may give rise to an adjustment in Milestones under this paragraph include but are not limited to the following: acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, and unusually severe weather conditions by comparison with the ten-year County average not reasonably anticipatable. Developer shall submit any proposed amendment seeking an adjustment in the Milestones under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event. Notification shall identify the cause, the effect on the Project and the estimated duration of delay anticipated.

**ARTICLE V.
DEVELOPER'S RESPONSIBILITIES**

Section 501. Submittals.

Developer shall comply with the requirements of the Contract Documents for preparing and delivering submittals for the County's review and approval, or other appropriate action. Developer shall not proceed with actions requiring the County's approval until the County gives such approval in writing, which shall not be unreasonably delayed or withheld.

Section 502. Developer's Design and Construction Responsibilities.

(a) Developer shall perform or furnish the Design and Construction of the Project, as described in the Project Requirements. Additional terms and conditions applicable to Developer's Design and Construction responsibilities are set forth in Article IV and Article VII.

(b) The construction of the Project Facilities shall not commence until all pre-construction matters, such as engineering, architectural, entitlements, permitting, construction and financing arrangements, have been arranged to the satisfaction of the County. The County and Developer will cooperate in good faith to satisfy the foregoing requirements. The County will provide Developer written Notice to Proceed with construction of the Project Facilities, at which time Developer shall proceed to cause the actual construction of the Project Facilities in accordance with the Contract Documents. Notwithstanding the foregoing, the County may at any time authorize Developer to proceed with certain "predevelopment" site preparation work.

(c) In any instance where Developer has a direct obligation to perform any Work, whether current, future or past tense, the language shall be construed in all instances to allow Developer to perform (or have performed) such obligation directly or to cause such obligation to be performed by or through other professionals, entities or individuals in the reasonable discretion of Developer, excepting only such matters that are non-delegable by Laws. Developer's exercise of such discretion shall not relieve Developer of primary responsibility to the County for performance of every obligation under the Contract.

(d) The County acknowledges that Developer is not a licensed architect, engineer or contractor and that Developer has and will be contracting with Developer Team members to perform such services. Developer shall not itself perform any design, engineering or construction services, and Developer shall not itself have control or charge of the construction or construction means, methods, techniques, sequences or procedures, all of which shall be performed by other Developer Team members. Developer shall keep the County informed of any failure by Prime Contractor to abide by the terms of the Construction Contract and shall use commercially reasonable efforts to enforce the Prime Contract to the extent of Developer's scope of authority granted in the Contract Documents. Developer shall use the skills and efforts required to guard the County against deficiencies in the design and construction of the Project, shall report any deficiencies of which Developer may become aware to the County, and shall cooperate with the County in requiring Prime Contractor to rectify such deficiencies. Notwithstanding anything else contained in this Agreement to the contrary, even though Developer is not in charge of the construction of the Project, Developer guarantees to the County that every performance obligation

and other liability of Contractor and the other Developer Team members related to the Project will be completed when required and satisfied in full when due and owing so that Developer guarantees that the Project shall be completed in material compliance with the Contract Documents.

ARTICLE VI. PERMITS AND GOVERNMENT APPROVALS

Section 601. Permits and Approvals Furnished by Developer.

Developer shall be responsible for obtaining and paying for (including, when applicable, performing the work required to obtain) all permits and government approvals necessary for the Project. The County shall provide reasonable support and assistance to Developer with respect to data or information needed for inclusion in permit or approval applications. Upon the Developer's receipt of the permit from St. Johns River Water Management District authorizing the use of wetland mitigation credits for Station 1, the Developer shall be entitled to invoice the County for the full amount of the wetland mitigation credit cost set forth in Exhibit E (division item 02 00 00 for Station 1).

Section 602. Maintenance of Permits and Approvals.

Developer shall take all actions necessary to maintain in full force and effect all Project permits and government approvals. Developer shall also be responsible for securing any needed revisions, modifications, amendments, supplements, renewals, or extensions of all such permits and government approvals.

Section 603. No Abrogation of Governmental Authority.

The making of the Contract does not constitute an abrogation of the County's governmental powers, and Developer's obligations to comply with applicable Laws include Developer complying with all required development approvals. The Contract shall not prevent the County from enacting or seeking to enforce any Laws which may affect the Site or its vicinity. Whenever the County seeks to enforce any existing or future Law or Regulation as against the Site or its vicinity, this paragraph shall not waive or affect Developer's ability (a) to contest the validity or application of such Law or Regulation, (b) to assert whatever defenses or avoidances as may be available for Developer, or (c) to seek judicial review as may be available. However, with respect to such enforcement as to the Site or its vicinity, the Contract shall not serve as the basis for a claim for damages against the County, and Developer shall not assert a damages claim.

ARTICLE VII. DESIGN AND CONSTRUCTION

Section 701. Constructor Qualifications.

Developer will complete, or cause completion of, the Design and Construction of the Project in accordance with the Contract Documents. Developer agrees to use, and to require each of its development team members and Constructors and other consultants and agents to use, only personnel who are qualified and properly trained and who possess any license, permit, registration,

certificate or other approval required by Law or Regulation to enable such personnel to perform their work, services and activities involving any portion of the Design and Construction activities.

Section 702. Constructor Agreements.

(a) Developer shall be responsible for the acts, failures to act, errors and omissions of all Constructors. Except as provided in this Agreement, this Agreement shall not give rise to any contractual or other relationship between the County and any such Constructors. The County disclaims and does not undertake any obligation, duty or responsibility to pay, reimburse, compensate or otherwise be responsible for payment of any fees, charges, rents, licenses, costs, expenses, reimbursements or any other amount to any Constructor. Contracts, agreements, purchase orders and other arrangements between Developer and Constructors for labor, licenses, services, equipment, machinery, materials, supplies and other items utilized in the conduct of the Project shall be consistent with the terms and conditions of this Agreement. All Design and Construction contracts entered into by Developer shall provide that any review or approval of a contract deliverable by the County or Developer, or the incorporation of suggested revisions by the County, shall not constitute waiver, release or acceptance of any error or omission in the deliverable, shall in no way waive or release Developer or the Constructors from its respective duty to completely perform its obligations under their contracts, the standard of care applicable to the performance of their work, nor constitute a waiver of any claim or warranty. The Design and Construction contracts shall require, to the extent of Project work to be performed by such Constructor, that the Constructor will be bound to Developer by terms of the Contract Documents, and to assume toward Developer all the obligations, covenants, duties and responsibilities that Developer, by this Agreement, assumes toward the County. The construction contract with the Prime Contractor shall provide that the County is an intended third-party beneficiary of the contract. Developer's failure to include this provision in the construction contract with the Prime Contractor shall constitute a material breach of this Agreement and shall constitute grounds upon which the County may terminate this Agreement for cause. Developer shall deliver a copy of said contract to the County no later than 10 calendar days prior to the County's issuance of the Notice to Proceed.

(b) Additionally, the Construction Contract shall reflect that the Prime Contractor will cooperate with the County in implementing the Direct Purchase program, as further set forth in Section 905.

Section 703. Performance and Payment Bonds.

(a) Developer shall furnish, or require the Prime Contractor to furnish, performance bonds and payment bonds each in an amount equal to the Development Budget for each respective station and collectively equal to total Contract Price, as security for the faithful performance and payment of all of Developer's construction obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment on the construction contracts becomes due, except as provided otherwise by Laws, or by specific provisions of the Contract.

(b) All bonds shall comply with section 255.05, Florida Statutes. The Parties intend that the statute is satisfied if the Prime Contractor furnishes the bonds, and if it does so it is not necessary for Developer also to furnish bonds. The bonds shall be executed by such sureties as are

named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

(c) The required bonds shall be obtained from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

(d) If the surety on a bond is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Developer shall promptly notify the County and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

(e) Within ten Days before the County’s issuance of a purchase order under this Agreement, and before starting any construction work, Developer shall cause the bonds required herein to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at Developer’s expense, and shall deliver a certified copy of the recorded bonds to the County’s Purchasing Department. Performance and payment bonds must be increased in accordance with any Change Order increases to the Contract Price.

(f) If Developer has failed to obtain a required bond, the County may exclude Developer from the Site and exercise the County’s termination rights under this Agreement.

(g) Upon request, the County shall provide a copy of the payment bond to any Constructor or other person or entity claiming to have furnished labor or materials used in the performance of the construction work.

Section 704. Project Administration.

Developer’s administration of the Project shall include the following:

(a) Maintain a log of daily activities, including manpower records, weather, delays, major decisions, significant issues, etc.

(b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

(c) Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

(d) Provide labor relations management for a harmonious, productive Project.

(e) Advise the County and the County’s Licensed Professional of their requested or required participation in any meeting or inspection giving each at least one-week written notice

unless such notice is made impossible by conditions beyond Developer's fault and control, in which case at least 48 hours prior written notice must be given.

(f) Provide, by the 10th day of each month, a written report describing the status, progress and results of the Project activities through the end of the preceding month. The information provided to the County shall include an explanation of any significant variations from the scope, schedule, sequence, or performance of the Project activities and identify any potential or known developments that may impact the County or the feasibility, cost or schedule for the Project, and any corrective or remedial actions implemented.

Section 705. Project Documentation.

Developer shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

(a) Job Meetings: Conduct a preconstruction conference with each Constructor prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. Participants in the Monthly Project Status Meeting will include, at a minimum, Developer, its principal Design Professionals, and the County project manager. Developer shall produce minutes of all meetings to include, at a minimum: attendees and contact info, old and new business, status of outstanding requests for information, clarification or correction, notices, change orders, schedule update, material delivery schedule, safety. The County, at its option, may produce the official minutes of any meeting attended by the County. Developer shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for the Parties and Constructors parties to clearly understand. During these meetings, Developer shall identify the party or parties responsible for following up on any problems, delay items or questions, and Developer shall note the action to be taken by such party or parties. Developer shall revisit each pending item at each subsequent meeting until resolution is achieved. Developer shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.

(b) Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to the Design Professionals of such submittals for action, and closely monitor their review process.

(c) Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expediting log.

(d) Payments to Constructors: Develop and implement a procedure for the review, processing and payment of applications by Constructors for progress and final payments.

(e) Document Interpretation: Refer all questions for interpretation of the Contract Documents to the principal Design Professionals in writing.

(f) Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports monthly to the County and the County's Licensed Professional, including

information on subcontractors' Work, and the percentage of completion. Keep a daily log available to the County and any permitting authority inspectors.

(g) Constructor Progress: Prepare periodic punch lists for Constructors' work including unsatisfactory or incomplete items and schedules for their completion.

(h) Substantial Completion: Ascertain when the Work or designated portions thereof are ready for substantial completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Developer and reviewed and supplemented by the Design Professionals, prepare a schedule for their completion indicating completion dates for the County's review. Provide this notice to the County 14 days prior to the substantial completion inspection.

(i) Final Completion: Monitor Constructors' performance on the completion of the Work and provide notice to the County and the County's Licensed Professional when the Work is ready for final inspection. Coordinate this inspection with all parties 14 days prior to the final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to the County all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, technical standards, permits, testing results, record drawings, and maintenance books. As a minimum, unless waived by the County, Developer shall provide documentation on the following items in electronic form to the extent possible along with notice of that the Work is ready for final completion (no documentation is required if the materials and equipment is not included in the design):

- Subcontractor Licenses
- Shop Drawing Submittal/Approval Logs
- Contract Drawings and Specifications with Addenda
- All warranties and guarantees
- Certificate of Substantial Completion
- Certificate of Sign-Off by Architect, Mechanical & Electrical Engineers (includes final inspection report from the MEP and structural engineer).
- Final Property Survey
- Maintenance Bond (if applicable)
- Final Lien Waivers from Subcontractors
- Payment Request Records from Developer to the County
- Meeting Minutes
- Lab Test Reports
- Insurance Certificates and Bonds
- Contract Changes
- Permits & Inspections, Certificate of Occupancy (CO) and Use of Occupancy (UO)
- Technical Standards, Manuals, Operating Manuals
- "As-Built" Marked Prints
- Operating & Maintenance Instruction
- Start Up Reports
- Generators (Full Load 4 Hour Tests)
- Air Handlers (AHU)
- Make-Up Air Units (MUAU's)
- Water Treatment

- Balance Reports for Air & Water
- Firemen Test Results
- Daily Progress Reports
- Monthly Progress Reports
- Inspection Reports
- Punch Lists
- Roofing and flashing warranties
- Joint Sealant warranties
- Doors and hardware warranties
- Flooring – Carpet, vinyl composition tile, sheet, ceramic, epoxy
- Windows – aluminum, wood, vinyl, steel
- Curtain wall and storefront work including anti chalking of aluminum, color retention of members, air/water infiltration
- Waste compactor and trash chute
- Window covering
- Toilet accessories
- Plumbing and mechanical
- Fire Protection
- Hardware
- Sealants
- Masonry material – brick, concrete masonry unit (CMU)
- Fire Protection – sprinklers heads, fire extinguishers
- Electrical parts- wiring devices, fixtures lenses, lamps
- Electrical (including bidirectional amplification and paging)
- Elevator
- Spare Parts

(j) Start-Up: With the County’s personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.

(k) Record Drawings: Monitor the progress of Constructors’ forces on marked up field prints which shall be developed by Developer into the final record drawings.

(l) Project Files and Records. Maintain in Procore, on a current basis, all Project files and records, including the following administrative records:

- Constructor Licenses
- Shop Drawing Submittal/Approval Logs
- Contract Drawings and Specifications with Addenda
- Warranties and Guarantees
- Payment Request Records
- Meeting Minutes
- Lab Test Reports
- Insurance Certificates and Bonds
- Permits
- “As-Built” Marked Prints

- Operating & Maintenance Instruction
- Daily Progress Reports
- Monthly Progress Reports
- Correspondence Files
- Transmittal Records
- Inspection and Safety Reports
- Punch Lists
- Project Schedule and Updates

Developer will provide, or cause Prime Contractor to allow, the County or its designees access to Procore for purposes of reference, review, or copying the Project files and records.

(m) Record Contract Documents. Maintain in a safe place at the Site one record copy and one permit set of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, change orders, and field orders, as well as all written interpretations and clarifications issued by Design Professionals, in good order and annotated to show all changes made during construction. Continuously update the record Contract Documents throughout the prosecution of the Work to accurately reflect all field changes that are made. Certify the accuracy of the updated record Contract Documents. All buried and concealed items inside the Site shall be accurately located on the record Contract Documents as to depth and in relationship to not less than two permanent features (e.g. interior or exterior wall faces). The record Contract Documents shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the County and the County's Licensed Professional for reference. Upon completion of the Work, the record Contract Documents, samples and shop drawings shall be delivered by Developer to the County, along with an electronic closeout package including the following:

- Project Contact List
- O&M Manuals and As-Builts
- Permit Docs & Inspection Reports
- Project drawings including CAD files of floor plans, surveys, HVAC
- Project Submittals
- All warranties / guarantees

Section 706. Project Occupancy.

Developer shall provide the following services, to facilitate the smooth, successful and timely occupancy of the Project by the County:

(a) Provide consultation and Project management to facilitate the County's occupancy of the Project Facilities and provide transitional services to place the Project Facilities "on line" in such conditions as will satisfy the County's operations requirements. The services include Developer's coordination of the delivery of furniture, fixtures and equipment for the Project, as further set forth in the FF&E Schedule (Exhibit I), provided, however, the County assumes responsibility for the delivery to the Site of any items purchased directly by the County pursuant to Section 905 herein.

(1) To the extent the FF&E Schedule conflicts with the Construction Plans and Specifications, the terms and conditions in the FF&E Schedule shall control.

(2) As used on the FF&E Schedule:

(i) If an item is “furnished by” Developer, the cost is included in the different divisions of the schedule of values; if an item is “furnished by” the County, the cost shall come out of the County Allowance.

(ii) If an item is “installed by” Developer, the cost is included in the different divisions of the schedule of values; if an item is “installed by” the County, either the County will be responsible for installing it, or, if the County directs that Developer install it, the cost shall come out of the County Allowance.

(3) The County shall make FF&E selections within fourteen Days from the date Developer posts the FF&E to Procore.

(b) Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the County in such a manner as to promote their usability.

(c) Secure required guarantees and warranties and shall assemble and deliver same to the County in the manner required by the County.

ARTICLE VIII. SAFETY AND SECURITY RESPONSIBILITIES

Section 801. Responsibility for Safety of the Public.

Developer shall take reasonable precautions for the safety of public invitees to the Project Facilities. Such precautions shall include, but not be limited to, installing temporary construction fencing around each Site.

Section 802. Responsibility for Safety of Employees and Contractors.

Developer shall have sole responsibility for the safety of Developer’s employees and Constructors and the protection of Project-related property, including the Project Facilities and the Site.

Section 803. Safety Programs.

Developer shall develop appropriate safety programs for all phases of the Project and implement and enforce such programs.

Section 804. Responsibility for Security.

Throughout the Access Term, Developer shall be responsible for the security of the Project Facilities and operations against theft, vandalism, and intentional damage or attacks, and for compliance with all applicable governmental security requirements and Laws.

Section 805. Compliance with Safety and Security Programs.

The County and its employees and agents shall comply with Developer's safety and security programs while at the Project Facilities.

Section 806. Limitations on Authority and Responsibility.

The County shall not at any time supervise, direct, control, or have authority over the Project, nor shall the County have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by Developer or any Constructor, or the safety precautions and programs incident to the Project, or for security or safety at the Project Facilities while such are under Developer's care and control. This limitation applies to the County's employees and agents, including the County's Licensed Professional. This limitation does not prevent the County from observing and inspecting the Work as provided in Section 1101.

**ARTICLE IX.
PAYMENTS AND TAXES**

Section 901. The Contract Price.

As full compensation for Developer's performance of the Work, the County will pay the Contract Price. This is a fixed priced Agreement. The Contract Price is all-inclusive and the County will not compensate or reimburse Developer any other amounts related to performance of the Work. If it becomes necessary for the County to request Developer to render any additional Work, beyond or in variance of the Construction Plans and Specifications, then the Parties will follow the Change Order process in Article XV. Such additional Work shall not be performed unless set forth in a Change Order. The County shall not be obligated to pay or reimburse Developer more than the amount obligated pursuant to the Agreement and such Change Order for the additional Work.

Section 902. Allowances.

(a) As reflected in the Development Budgets (Exhibit E and Exhibit F), the Contract Price includes the following allowances:

- (i) \$3,200,000 for earth work (division items 31 00 00), and
- (ii) \$1,600,000 for specialized equipment and FF&E (division items 11 00 00)

(b) The FF&E allowance will be administered in accordance with Section 706 of this Agreement. Otherwise, the allowances are for exclusive use of Developer while executing the Project for costs or events which cannot specifically be anticipated as of the Effective Date. The

allowances will not be used to fund County-directed changes in the Work, which will be administered under Article XV, Changes. Before final payment, the Parties will agree on an appropriate Change Order to reflect actual amounts due Developer for Work covered by allowances.

(c) The Parties have recognized the potential need for up to \$400,000 of additional off-site work, which is not presently included in the Contract Price or as an allowance. If the Parties later agree to include this work in the Project, the Parties will document that via a Change Order.

Section 903. Payments and Retainage.

(a) The Development Budget attached hereto as Exhibit E (for Station 1) and Exhibit F (for Station 22) will serve as a schedule of values and will govern the County's payments to Developer. The Development Budget may be revised by Change Order in accordance with Article XV.

(b) Each month through the term of this Agreement, Developer may submit an application for payment using the forms of pay application attached hereto as Exhibit K, accompanied by a release and affidavit of payment, and releases in accordance with Section 255.05, Florida Statutes, from all Constructors showing that all materials, labor, equipment and other bills associated with the Work covered by the application for payment have been paid in full through the period of time covered by the application for payment, unless Developer's surety provides the County with written consent for such payments under the Contract. The County shall not be required to make payment until and unless these affidavits are furnished by Developer. Further, if Developer is withholding any portion of a payment to any subcontractor (other than retainage) for any labor, services, or materials for which the County has paid Developer, Developer agrees to refund such money to the County. The application for payment may also include amounts applicable to materials and equipment stored off-Site for subsequent incorporation into the Work. Developer agrees to provide with the application for payment any supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits) for Work completion.

(c) Because this is a fixed price Agreement, Developer's pay applications will be based on the schedule of values (attached hereto as Exhibit E (for Station 1) and Exhibit F (for Station 22)) and supported by demonstrated completion of Work, not upon the cost of the Work, and the County will not require the documentation typically necessary on a cost-plus contract.

(d) Applications for payment 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 County's Designated Representatives by Email.

(e) Upon receipt of the application for payment by the Paying Agent, the County will record the date of receipt. If the application for payment meets Contract requirements, the County will pay Developer 25 business days after the date on which it is received.

(f) If the application for payment does not meet Contract requirements, the County shall reject the application within 20 business days after the date on which it is received. The rejection shall be written and specify the deficiency and the action necessary to make the application proper. Developer may thereafter submit an application for payment correcting the deficiency. If the corrected application meets Contract requirements, the County will pay Developer 10 business days after the date on which it is received. If the corrected application remains deficient, the County shall reject it within 10 business days. This process may be repeated until the application meets Contract requirements.

(g) If the County disputes a portion of the application for payment, it will pay the undisputed portion. If the Parties cannot resolve a dispute over an application for payment, the dispute will be resolved in accordance with section 218.76(2), Florida Statutes (2024).

(h) Upon Developer's receipt of payment by the County, Developer will pay Constructors in compliance with section 218.735(6), Florida Statutes (2024).

(i) Payments to Developer shall in no way imply approval or acceptance of Developer's work, including but not limited to any defective or deficient work, regardless of whether patent or latent.

(j) In accordance with section 218.735, Florida Statutes, the County shall retain 5% of the gross amount of direct cost elements of each payment request. Such sum shall be accumulated and not released to Developer until final payment is due.

(k) Within 30 days after Substantial Completion, the County will develop a single punch list of items and the estimated cost to complete each item on the list required to render the Work complete, satisfactory and acceptable. The County will provide a first draft of the punch list within 5 days of development of the punch list. Developer will notify the County of acceptance or of any changes requested within 7 days of receipt of the punch list. The punch list does not relieve Developer of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of the punch list that are required to correct or complete the Project remain the responsibility of Developer.

(l) Within 20 days after delivery of the punch list, Developer may submit an application for payment to the County for the remaining Contract balance that includes all retainage previously withheld, less an amount equal to 150 percent of the estimated cost to complete the items on the punch list. Warranty items or items not included in the punch list may not affect the final payment of retainage.

(m) After the delivery of the punch list, Developer will have at least 30 days to complete the Work. Upon completion of all items on the punch list, Developer may submit a payment request for the amount withheld by the County pursuant to paragraph (l). If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract, the County may continue to withhold up to 150 percent of the total costs to complete such items.

(n) If the County fails to comply with its responsibilities to develop the punch list within the time limitations provided, Developer may submit an application for payment to the County for the remaining balance of the Contract, including all remaining retainage withheld by

the County. The County must pay Developer within 20 business days after receipt of a proper application for payment. If the County has provided written notice to Developer specifying the failure of Developer to meet contract requirements in the development of the list of items to be completed, the County must pay Developer the remaining balance of the Contract, less an amount equal to 150 percent of the estimated cost to complete the items that the County intended to include on the list.

(o) The County shall not be obligated to make payment for amounts that are the subject of a good faith dispute made in writing pursuant to the contract or the subject of a claim brought pursuant to section 255.05, Florida Statutes.

(p) All payments due under this section and not made within the time periods specified by this section shall bear interest at the rate of 2 percent per month.

Section 904. Final Payment.

(a) The County shall make final payment to Developer within 25 business days after the Work is finally accepted by the County, provided that Developer first, and as an explicit condition precedent to the accrual of Developer's right to final payment, shall have furnished the County with a properly executed and notarized final payment affidavit (conditioned only upon receipt of final payment) and releases from all Constructors, or a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

(b) Developer's acceptance of final payment shall constitute a full waiver of all claims by Developer against the County arising out of the Contract or otherwise relating to the Project, except those identified in writing by Developer as unsettled in the final application for payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Developer hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection. The County retains the right to recover damages for the recovery of defective or deficient Work not discovered by the County at the time of final inspection. After final payment has been made by the County to Developer, if the County identifies an obligation under the Contract Documents that Developer has not performed, then Developer shall perform the obligation. The County shall reimburse Developer for the cost of performing the post final payment obligation only if: (i) the County has not previously reimbursed or otherwise paid Developer for performing that obligation, and (ii) the cost of reimbursing Developer is within the Contract Price.

Section 905. Owner Direct Purchase.

(a) The County may elect to buy Project goods directly from providers to realize sales tax savings in accordance with section 212.08(6), Florida Statutes, and Rule 12A1.094, Florida Administrative Code. The Developer shall submit to the County a proposed list of items for potential Owner Direct Purchase for each Station. Such list shall be submitted no sooner than the Effective Date and no later than 30 days after the issuance of the Notice to Proceed for each Station. The list shall be subject to review and mutual agreement by both the County and the Developer regarding which items the County will purchase through the Owner Direct Purchase Program. The

Owner Direct Purchase Program shall be used only in instances where its use will not unreasonably delay Developer's progress on the Work. Developer shall use commercially reasonable efforts to cooperate with the County in this regard by, for example, providing information for the preparation of purchase orders, monitoring deliveries, and approving invoices. Developer shall also flow down the contract terms to its Constructors outlined in Article VII. The Development Budget shall be adjusted to account for any such direct expenditures by the County for items that are delivered to the Site and credited to reflect the amount of tax savings. Before final payment, a final reconciliation of the County's direct purchases against the Development Budget will be performed, and Developer will prepare any related Change Orders for the County's review and execution.

(b) In compliance with Rule 12A1.094, Florida Administrative Code, the County will issue a Certificate of Entitlement to Developer and Prime Contractor and to each vendor to affirm that the tangible personal property purchased from that vendor will go into or become a part of a public work. Notwithstanding anything contained herein to the contrary, the County agrees that it will comply with the requirements of Section 212.08(6), Florida Statutes, and Rule 12A1.094, Florida Administrative Code, for any direct purchases for which the County seeks to receive tax savings. The County also acknowledges that in accordance with Section 121.08(6), Florida Statutes, if the Florida Department of Revenue later determines that such sales, in which the County provided the dealer and Developer and Prime Contractor with a Certificate of Entitlement to the exemption, were not exempt sales to the County, then the County shall be liable for any tax, penalty, and interest determined to be owed on such transactions.

ARTICLE X. THE COUNTY'S RIGHTS AND RESPONSIBILITIES

Section 1001. General.

(a) The County shall give prompt written notice to Developer whenever the County observes or otherwise becomes aware of (1) any development that affects the scope or time of performance of Developer's obligations, (2) any defect or nonconformance in Developer's Design and Construction work, or in the performance of any Constructor, or (3) the presence at the Site of any Constituent of Concern.

(b) The County shall grant Developer access and control over the Site throughout the Access Term.

(c) The County and the County's Licensed Professional shall make decisions and carry out their other responsibilities in a timely manner so as not to delay Developer's performance of its obligations under the Contract.

Section 1002. Review and Oversight of Project.

(a) All submittals that Developer must prepare and deliver to the County, for the County's review and approval, shall comply with any submittal requirements made a part of this Agreement. The County shall conduct such review promptly, and in writing shall either (1) approve the submittal, (2) approve the submittal subject to reasonable conditions, or (3) reject the submittal. The County shall approve submittals without conditions unless it can identify with specificity why the submittal is contrary to the Project Requirements or the material terms of the

Agreement. Approval of a submittal by the County does not change the Project Requirements or any Contract requirements; all changes must be processed in accordance with Article XV below.

(b) The County shall not be responsible for discovering deficiencies in the technical accuracy of Developer's services. Developer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in County-furnished information.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES

Section 1101. Developer Warranties, Representations and Additional Covenants.

Developer hereby warrants, represents and covenants to the County as follows:

(a) Developer is experienced, competent and qualified to perform the services, duties, obligations and other work contemplated by this Agreement.

(b) Developer has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its services, duties and obligations under this Agreement.

(c) Developer holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its services, duties and obligations under this Agreement.

(d) Developer will provide the County with full access to and involvement in the Project. Without in any manner limiting the foregoing, the County and its agents (including the County's Licensed Professional) shall have access to the Project for purposes of observing and inspecting the Work provided that such observation and inspection shall not unreasonably interfere with the construction of the Project.

(e) If the County notifies Developer of any work which it believes does not comply with the Plans and Specifications or is otherwise inadequate, Developer shall promptly investigate and notify the County of any remedial action for such non-compliance that Developer proposes, which the County may approve or disapprove. If such action is approved by the County, Developer will promptly take such action and notify the County when the action is completed. No failure to inspect or provide notice by the County shall relieve Developer from its obligations under this Agreement.

(f) Developer has examined and carefully studied the Contract Documents, and all data and reference items identified in the Contract Documents.

(g) Developer has visited the Site, conducted a thorough, examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect the Project.

(h) Developer is familiar with and is satisfied as to all Laws that may affect the Project.

(i) Developer has considered the available information, its observations, and the Contract Documents with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of Design and Construction; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Developer; and (3) Developer's safety precautions and programs for the Project.

(j) Based on the information and observations referred to in the preceding paragraph, Developer agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for proceeding with the Project under the Contract terms, pursuant to the Milestones, the Access Term, the Contract Price, and in accordance with the other terms and conditions of the Contract.

(k) Developer has given the County written notice of all conflicts, errors, ambiguities, or discrepancies that Developer has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to Developer.

(l) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for proceeding with the Project.

(m) Developer has performed due diligence with respect to the Project costs; has sufficient financial and management strength for the Project; has or can obtain necessary licenses or can subcontract tasks to licensed entities; and has the skills and experience necessary for successful performance of its Contract obligations.

(n) Developer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this certification:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Agreement execution;
- (ii) "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the solicitation process or the execution of the Agreement to the detriment of the County, (b) to establish Contract prices at artificial non-competitive levels, or (c) to deprive the County of the benefits of free and open competition;
- (iii) "collusive practice" means a scheme or arrangement between two or more proposers, with or without the knowledge of the County, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Agreement.

(o) Developer is not prohibited from doing business with public entities under sections 287.133, .134, .135, .1351, .137, or .138, Florida Statutes (2024).

(p) Developer is not on any list of companies declared ineligible to receive federal contracts (as maintained, for example, by the U.S. Office of Federal Contractor Compliance Programs, Office of Foreign Assets Control, the Excluded Parties List System, etc.).

(q) Developer is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel."

(r) Developer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (collectively, "Scrutinized List of Prohibited Companies"); to the extent that it is not preempted by Federal law, does not have business operations in Cuba or Syria; and is not on the State Board of Administration's Scrutinized List of Prohibited Companies.

(s) Developer is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, Florida Statutes (2024); and has not, within the last year, had a contract terminated under section 448.095(5)(c) by a public employer, contractor, or subcontractor. Developer shall require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the E-Verify system for all newly hired employees in accordance with section 448.095, Florida Statutes (2024).

(t) Developer is in compliance with all applicable disclosure requirements set forth in section 286.101, Florida Statutes (2024), and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7).

(u) Developer does not use coercion for labor or services as defined in section 787.06(2), Florida Statutes, and will provide an affidavit to that effect in compliance with section 787.06(13).

ARTICLE XII. ENVIRONMENTAL CONDITION OF SITE

Section 1201. Constituent of Concern.

(a) Except as otherwise disclosed to the County in the Environmental Site Assessment Report, conducted by Carter Environmental Services in accordance with the Interim Agreement, Developer is not aware of any Constituents of Concern located at the Site.

(b) If Developer encounters or learns of an undisclosed Constituent of Concern at the Site, then Developer shall notify (1) the County and (2) appropriate governmental officials if Developer reasonably concludes that doing so is required by applicable Laws.

(c) Developer shall be responsible for taking appropriate action to remediate, remove, or manage Constituents of Concern that Developer was aware of at the Site prior to the Effective Date, but failed to disclose to the County, and for all related costs and expenses. Developer and the County shall work together to minimize the impact on the Project of the Constituents of Concern.

(d) If the Parties discover Constituents of Concern after the Effective Date that Developer was unaware of at the Site, they shall determine the appropriate action to take and negotiate an appropriate Change Order.

ARTICLE XIII. INSURANCE AND INDEMNIFICATION

Section 1301. Insurance Coverage.

(a) Developer shall obtain, carry and keep in full force for the term of this Agreement insurance as detailed in this Article XIII (and require same of Developer Team members as applicable).

(b) 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)

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

(d) 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, if they are in accordance with Florida Statutes. Developer waives, and Developer shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent. Developer must comply with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. For any Developer Team Member who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Team Member's employees, leased employees, volunteers, and any workers performing work.

(e) Professional liability covering liability arising out of error, omission, or negligent acts in the performance, or lack thereof, of professional services contemplated under this Agreement. Coverage must be in an amount not less than \$1,000,000 each claim and \$1,000,000

aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

(f) Upon issuance of Notice to Proceed for the construction work, Developer shall obtain Builder's Risk Insurance for the full replacement cost of the Project during construction, with sublimits of \$5,000,000 for flood and earthquake, and with a deductible of no more than \$25,000 each claim except windstorm and hail deductibles, which shall be five percent (5%) of value at risk. The policy must be written on an "all risk" policy form and must be maintained in effect until the County provides final acceptance of the Project.

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

(h) The required policies, and any policies of insurance procured by Developer providing coverage in excess of the required policies, shall provide that the coverage is primary for all purposes and Developer shall not seek any contribution from any insurance or self-insurance maintained by the County. Developer and the County shall share equally any deductible or self-insured retention on insurance required hereunder.

Section 1302. Evidence of Insurance Coverage.

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

Section 1303. Indemnification.

(a) To the fullest extent permitted by law, Developer shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses including, but not limited to, attorney's fees and cost and attorney's fees on appeal, arising out of, resulting from, or in connection with the performance of the Work, both on and off the Project Site, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Developer and persons employed or engaged by Developer in the performance of the Contract.

(b) Developer's financial obligation under this Section is limited to the Contract Price.

(c) The County does not agree to and shall not indemnify Developer or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

ARTICLE XIV.

ASSIGNMENT AND TRANSFER; NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XV. CHANGES

Section 1501. Changing the Contract Documents.

(a) The Contract Documents may be changed by a Change Order.

(b) If a change affects the Contract Price or the Contract Times, it must be set forth in a Change Order. A Change Order also may be used for changes to the Contract Documents that do not affect the Contract Price or Contract Times.

Section 1502. Authorized Changes in the Work.

Without invalidating the Contract and without notice to any surety, and notwithstanding any other provision of the Contract, the Parties may agree upon additions, deletions, or revisions in the Work within the general scope of the Contract. Such changes shall be accomplished by a

Change Order if they affect Contract Times or Contract Price. Upon receipt of any such Change Order, Developer shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this Section shall obligate Developer to undertake work that Developer reasonably concludes cannot be performed in a manner consistent with Developer's safety or professional obligations under the Contract Documents or Laws.

Section 1503. Unauthorized Changes in the Work.

Developer shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents, as duly amended, except in the case of an emergency or in the case of uncovering Work found to be acceptable.

Section 1504. Administration of Proposed Contract Changes.

(a) The Party seeking a change shall give the other Party prompt notice of the need for the change, not exceeding 30 days after the circumstances justifying the change become known.

(b) Within 30 days after giving notice or as otherwise agreed to by the Parties, the Party seeking relief shall submit to the other Party a proposed Change Order, in the forms attached hereto as Exhibit L, including detailed supporting documentation.

(c) The Parties shall meet and confer regarding the Change Order and attempt to negotiate an agreeable resolution. All mutually agreed Change Orders shall be made part of this Agreement via an amendment pursuant to Section 1715.

(d) If negotiations are not successful, then the Party seeking relief shall present the other Party with a final position in the form of a specific proposed Change Order. The receiving Party shall approve or reject the proposed Change Order within 30 days of receipt. If the receiving Party has not approved or rejected the proposed Change Order within 30 days after receipt, the proposed Change Order shall be deemed rejected.

(e) In the case of a rejection of the proposed Change Order, the Party seeking relief shall have the option of exercising its rights under Article XVI, Final Resolution of Disputes.

Section 1505. Execution of Change Orders.

The Parties shall execute appropriate Change Orders covering:

(a) Changes in the Contract Price or Contract Times which are agreed to by the Parties.

(b) Changes in the Work which are: (i) required because of the County's correction of defective Work or the County's acceptance of defective Work, or (ii) agreed to by the Parties (all subject to the need for review and approval by the applicable Design Professional and the County's Licensed Professional); and

- (c) Changes which embody the substance of any final and binding results under Article XVI.

Section 1506. Notice to Sureties.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Developer's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

**ARTICLE XVI.
FINAL RESOLUTION OF DISPUTES**

Section 1601. Unresolved Change Order.

If the Party submitting a Change Order under Article XV does not obtain the relief sought, and the administrative procedures set out in Section 1502 have been followed, the Party may proceed to the final resolution of disputes under this Article.

Section 1602. Mediation.

If the Designated Representatives cannot resolve any unsettled Change Order, claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the Project, or the Contract or the breach thereof ("Dispute"), then the Designated Representatives will refer the Dispute to the County's attorney and a duly appointed officer of Developer. If the County and Developer cannot resolve the Dispute within 30 days after referral of the Dispute to such officers, then either Party shall have the right to schedule mediation before a mediator that is certified by the Florida Supreme Court and mutually agreed to by both Parties. The Parties will participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 days of submission to mediation or as otherwise agreed to by the Parties. The Parties will share equally the mediator's fees and related charges. Only after an impasse occurs in mediation may either Party pursue litigation.

Section 1603. Final Resolution of Disputes.

If mediation is unsuccessful in resolving a Dispute, then (a) the Parties may mutually agree to a dispute resolution process of their choice, or (b) either Party may seek to have the Dispute resolved by litigation. IN THE EVENT LITIGATION IS PROSECUTED BY ANY PARTY, THE COUNTY AND DEVELOPER AGREE TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW TO WAIVE TRIAL BY JURY. The sole and exclusive venue for resolution of any Dispute shall be the state courts in Clay County, Florida. In no event shall the existence of litigation of any controversy or the settlement thereof in and of itself delay the performance of obligations under this Agreement; provided, however, that Contract Time and performance may be suspended if the Parties cannot agree to progress payments, that is, Developer need not continue with performance if the County stops progress payments.

**ARTICLE XVII.
MISCELLANEOUS**

Section 1701. Controlling Law.

This Agreement is governed by and will be interpreted and enforced under the laws of the State of Florida. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the County may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

Section 1702. Laws and Regulations.

The County and Developer shall comply with applicable Laws. Developer specifically agrees that in the performance of the Project, it shall at all times comply with and cause each of its development team members and other contractors, subcontractors, vendors, consultants and agents to fully comply with all applicable laws, including environmental laws, permits, requirements of governmental authorities, and good industry practice. Developer shall possess and take commercially reasonable measures to assure that Developer's team members and contractors and subcontractors possess, and maintain in effect all licenses, permits, registrations, certificates, and authorizations required by any law or by any governmental authority for the Project.

Section 1703. Notices.

(a) The Parties designate the following individuals to serve as the primary point of contact for notices and other communications relating to the Contract. A Party may change its designated point of contact by providing written notice to the other Party, and without formally amending the Agreement:

If to County	Clay County Attn: Chad Josi and Craig Singleton P.O. Box 1366 Green Cove Springs, Florida 32043 Email: Chad.Josi@claycountygov.com Email: Craig.Singleton@claycountygov.com
With a copy to: (which shall not constitute notice)	Howard Wanamaker County Manager P.O. Box 1366 Green Cove Springs, Florida 32043 Email:howard.wanamaker@claycountygov.com
If to Developer	Fortress Secured, LLC Attn: Matt Everett 3603 Beachwood Court Jacksonville, Florida 32224 Email matt@fortresssecured.com

With a copy to: Bryant Miller Olive P.A.
(which shall not Attn: Fred Springer
constitute notice) 1545 Raymond Diehl Road, Suite 300
Tallahassee, FL 32308
Email: fspringer@bmolaw.com

(b) For purposes of the Contract, “written” communication, communication “in writing,” or information “expressly” indicated includes electronic documents that are conveyed via electronic means.

(1) “Electronic document” means Contract-related communications, including attachments, and including the Contract itself, that are in an electronic or digital format. Electronic documents may be signed electronically, and the electronic signatures appearing on such documents shall have the same legal effect for all purposes, including validity, enforceability and admissibility, as a handwritten signature.

(2) “Electronic means” means electronic transmittal, upload/download from a secure Party website, or other means that allow: (a) the reliable transmission of electronic documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted electronic document by the recipient; (d) the storage and archiving of the electronic document by sender and recipient; and (e) the use by recipient of the electronic document for purposes permitted by the Contract. Electronic means does not include the use of text messaging or consumer social media services.

(c) An electronic document delivered via electronic means shall be sufficient to bind the Parties in lieu of a hard-copy original. This Agreement and related electronic documents may be created, executed, and retained electronically and delivered via electronic means.

(d) Any notices shall be deemed given when addressed to the designated point of contact and upon the earlier of (a) delivery by hand, (b) 24 hours after delivery by electronic means, or (c) five calendar days after regular United States mail.

Section 1704. Severability.

If any of the provisions of the Agreement shall contravene or be invalid under Laws, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.

Section 1705. No Waiver.

No waiver of provisions of the Agreement or any amendment thereto shall be effective unless they are in writing and signed by the Party against which enforcement is to be had.

Section 1706. Mutual Waiver.

In no event shall either Party have any liability to the other or its affiliates, contractors or subcontractors on account of any consequential, incidental, indirect, special, punitive or exemplary damages, whether in contract, tort (including negligence and strict liability) or under any other

legal or equitable principles whatsoever, or for any loss of profits, opportunity, reputation, funding, financing or revenue.

Section 1707. Independent Contractor.

While section 255.065, Florida Statutes, refers to public-private partnerships, that reference is to a means of project delivery, and not a description of a legal entity or relationship. The Contract does not create any principal-agent or employer-employee relationship, partnership, or joint-venture between the Parties.

Section 1708. Contractors and Consultants.

Developer may retain such contractors and consultants as Developer deems necessary to assist in the performance or furnishing of Developer's responsibilities, subject to reasonable, timely, and substantive objections by the County. Developer Team members are identified on Exhibit M attached hereto. Developer shall provide the County notice of any changes or substitutions of Developer Team members.

Section 1709. Electronic Transmittals.

The Parties may transmit, and shall accept, electronic documents that are conveyed via electronic means. The Parties shall jointly develop protocols for such transmittals.

Section 1710. Use of Documents.

Developer shall provide the County with final record drawings for all Project Facilities. The County may retain and use copies of all such drawings for information and reference in connection with the Project Facilities. Upon final payment by the County of the compensation due to Developer under this Agreement, Developer grants to the County all of Developer's rights and interest in the drawings, provided, however, that such rights include only a limited, irrevocable, and nonexclusive license to all drawings, specifications, and other documents prepared by the Design Professionals, who are deemed authors and owners of their respective work and who shall retain all common law, statutory and other reserved rights, including copyrights, and further subject to the following limitations:

(a) The County acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Developer, or for use or reuse by the County or others on extensions of the Project, on any other project, or for any other use or purpose, without (i) further written agreement by the Design Professionals and (ii) written verification or adaptation by a duly licensed professional; and

(b) Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Developer and the Design Professionals, as appropriate for the specific purpose intended, will be at the County's sole risk and without liability or legal exposure to Developer or to its officers, directors, members, partners, agents, employees, and consultants.

Section 1711. Designated Representatives.

(a) The Parties designate the following individuals to act as their representatives (“Designated Representatives”) with respect to the day-to-day responsibilities under the Contract.

The County

Chad Josi (Station 1)

Craig Singleton (Station 22)

Developer

Matt Everett

(b) Each Designated Representative shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective Party whom the individual represents. However, such Designated Representatives are not authorized to approve or execute any Change Orders, Contract amendments, or modifications to this Agreement. In accordance with the County’s Purchasing Policy, only the County Manager or the Board is authorized to approve and execute such changes on behalf of the County. Either Party may change its Designated Representative by providing written notice of the change to the other Party in accordance with the Notices section of this Agreement.

(c) To facilitate efficient communication and information exchange relating to the Project, all official communication about material issues related to the Project shall flow through the Designated Representatives. Each Designated Representative is responsible for the further dissemination of information to other members of their respective teams. Each Designated Representative will actively involve and make available other team members to participate in regularly scheduled Project planning and progress meetings.

Section 1712. Counterparts.

This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all of which when taken together shall constitute one and the same instrument.

Section 1713. Public Records.

(a) Any document submitted to the County may be a “public record” as defined by Florida law. Any public record is subject to inspection and copying unless exempted under chapter 119, Florida Statutes, or as otherwise provided by law.

(b) The provisions of this Section are required by Florida Statute to be included in this Agreement for services. The inclusion of these provisions shall not be construed to imply that Developer has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that Developer is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to Developer. As stated below, Developer may contact the County’s custodian of public records with questions regarding the application of the public records law; however, Developer is advised to seek independent legal counsel as to its legal obligations. The County cannot provide Developer advice regarding its legal rights or obligations.

(c) In accordance with section 119.0701, Florida Statutes, Developer, when acting on behalf of the County, as provided under section 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, Developer shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(d) Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including materials exempt from disclosure pursuant to section 119.071(3)(b)(1), Florida Statutes, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Developer does not transfer the records to the County. Upon the completion of the Agreement, Developer shall transfer, at no cost, to the County all public records in the possession of Developer and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

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

(e) Subject to any statutory requirements, Developer shall maintain the confidentiality of all financial and other operational information relating to the Project, except to the extent that (i) disclosure is required by law, (ii) disclosure is required for any filing or application in connection with a permit, certificate of occupancy, license or franchise, or (iii) such confidential information needs to be provided to any other consultant or professional being engaged by or on behalf of the County.

Section 1714. Warranty of Authority; Binding Agreement.

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

Section 1715. Amendments.

This Agreement may be amended or modified only in writing, executed by each Party. Any approved Change Orders will be made part of this Agreement via written amendment. A waiver of enforcement of any obligation or waiver of covenant or the exercise of any right or remedy shall be in writing and signed by the Party to be bound thereby in order to be effective. The provisions of this Agreement are severable and the invalidity of one or more of the other provisions hereof

shall not affect the validity or enforceability of any of the provisions hereof. This Agreement is the product of negotiation and neither Party shall be burdened by any presumption on the basis of its involvement in the drafting and preparation of this Agreement.

Section 1716. Force Majeure.

Notwithstanding any other provisions of this Agreement, neither Party shall have any liability (or obligation to indemnify) for any failure to perform hereunder, damages or delays resulting from or caused by natural disasters (including, without limitation, war, invasion, civil unrest, and governmental shutdowns or closures), pandemic or epidemic, infrastructure failures (including, without limitation, transportation and energy infrastructure failures), or any other force or cause beyond either Party's control.

Section 1717. Agreement Copyright.

The form of this Agreement is a modified version of EJCDC® P3-508, Copyright © 2014 by the National Society of Professional Engineers, American Society of Civil Engineers, and American Council of Engineering Companies, or is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to the copyright.

Section 1718. Exhibits.

(a) The Exhibits listed in the Agreement 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 Exhibits, unless otherwise specified.

Exhibit A: Station 1 Property
Exhibit B: Station 22 Property
Exhibit C: Station 1 Development Plan
Exhibit D: Station 22 Development Plan
Exhibit E: Station 1 Budget
Exhibit F: Station 22 Budget
Exhibit G: Station 1 Plans and Specifications Index
Exhibit H: Station 22 Plans and Specifications Index
Exhibit I: FF&E Schedule
Exhibit J: Project Schedules
Exhibit K: Pay Application Forms
Exhibit L: Change Order Forms
Exhibit M: Developer Team

**ARTICLE XVIII.
SUSPENSION AND TERMINATION**

Section 1801. Suspension.

The County may suspend the Project for up to 90 days upon seven days written notice to Developer. The County shall be responsible for direct, reasonable, and documented costs resulting from the suspension, including all demobilization, remobilization, and reasonable Site overhead costs resulting from such suspension.

Section 1802. Termination.

(a) If Developer shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by Developer herein (a “Developer Default”), the County shall have the right to give written notice of such Developer Default to Developer, and if, within 30 days after receipt of such notice, Developer has not promptly commenced or proposed for the County consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Project), the rights and remedies of the County shall include the right to terminate this Agreement by giving written notice to Developer, whereupon this Agreement shall automatically cease and terminate, subject, however, to the rights and remedies of the County to recover damages sustained by the County and other available remedies, and survival of Developer’s indemnity and insurance obligations hereunder.

(b) If the County shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by the County herein (a “County Default”), Developer shall have the right to give written notice of such County Default to the County, and if, within 30 days after receipt of such notice, the County has not promptly commenced or proposed for Developer consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Project), the rights and remedies of Developer shall include the right to terminate this Agreement by giving written notice to the County, whereupon this Agreement shall automatically cease and terminate. In such event, the County shall pay Developer the value of Work completed based upon the percentage of work completed to the extent not already paid by the County, in addition to direct, reasonable, and documented costs incurred resulting from the termination, including demobilization costs incurred by Developer to terminate contracts with any subcontractors, and the reasonable cost of the County approved materials which have been delivered but not paid for by the County and cannot be used otherwise.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Manager shall give 45 Days prior written notice of termination to Developer, specifying when the termination is to become effective. In such event, the County shall pay Developer the value of Work completed based upon the percentage of work completed to the extent not already paid by the County, in addition to direct, reasonable, and documented costs incurred resulting from the termination, including demobilization costs incurred by Developer to terminate contracts with any subcontractors, and the reasonable cost of the County approved materials which have been delivered but not paid for by the County and cannot be used otherwise.

(d) 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.

Section 1803. Annual Appropriations.

(a) The performance and obligation to pay by the County under this Agreement is contingent upon an annual appropriation by the Board.

(b) If funds are not appropriated for this Agreement, then this Agreement shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The County shall notify Developer in writing of any such non-allocation of funds as soon as possible. If this Agreement is so terminated, the County will pay Developer a pro rata share of the firm fixed price for the portion of Work provided before the date of termination, plus any demobilization costs and commitments to Constructors and supplies that cannot be canceled. Developer will not be entitled to recover any other damages in connection with a termination for non-appropriation, including, but not limited to, lost profits on future Work.

[signatures on next page]

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

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

By: _____
Betsy Condon
Its Chairman

Date: _____

ATTEST:

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

FORTRESS SECURED, LLC

By: _____

Print Name: _____

Date: _____

Exhibit A

The Station 1 Property

The Station 1 Property is located at the intersection of Old Jennings Road and Brannan Mill Boulevard, Middleburg, Clay County, Florida. It has been assigned Clay County Property Appraiser parcel number 29-04-25-008064-006-00 and is depicted as the “proposed firestation site” in the excerpt below from the boundary and topographic survey performed by Charles Bassett & Associates, Inc., in May 2024.

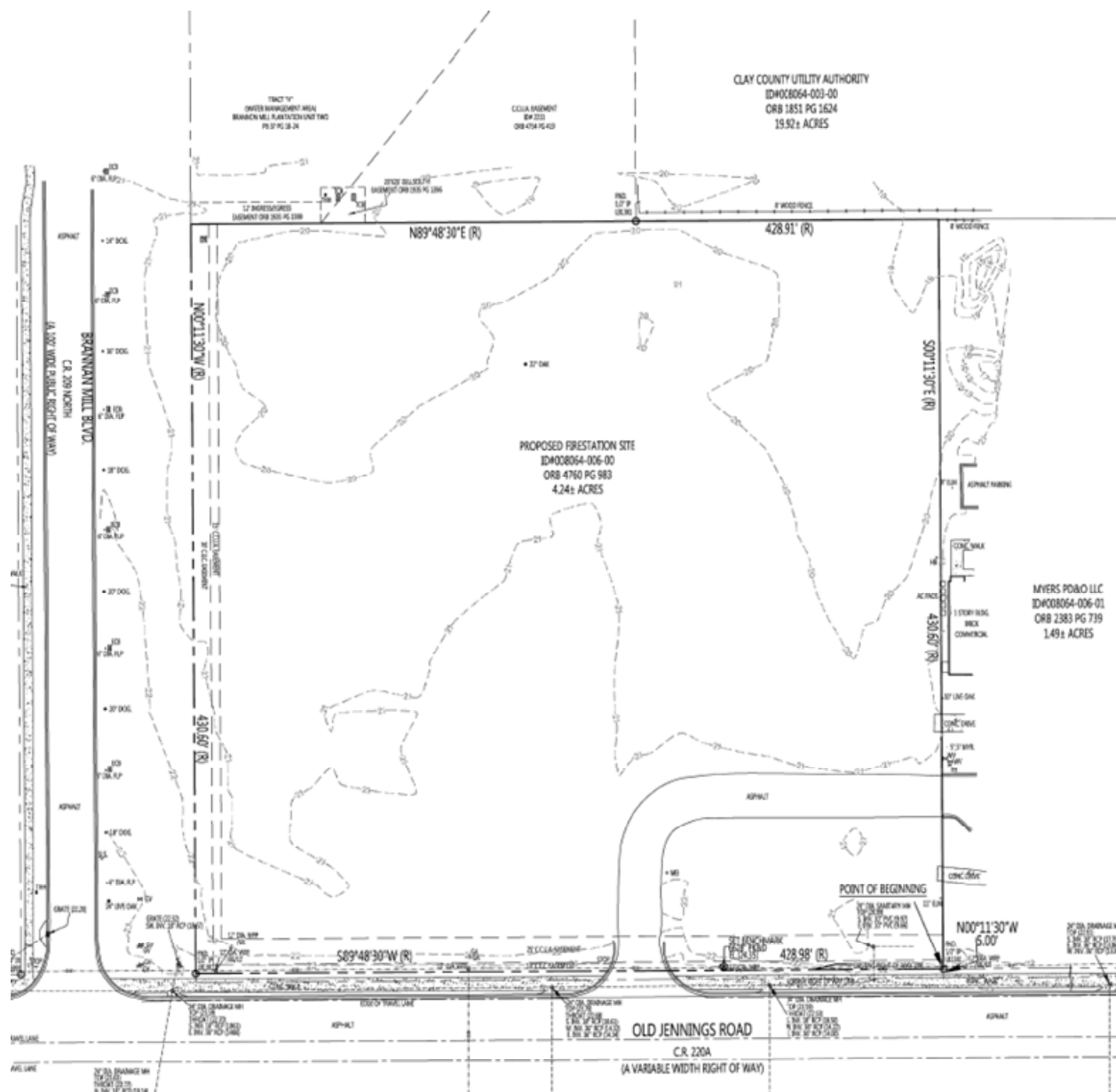
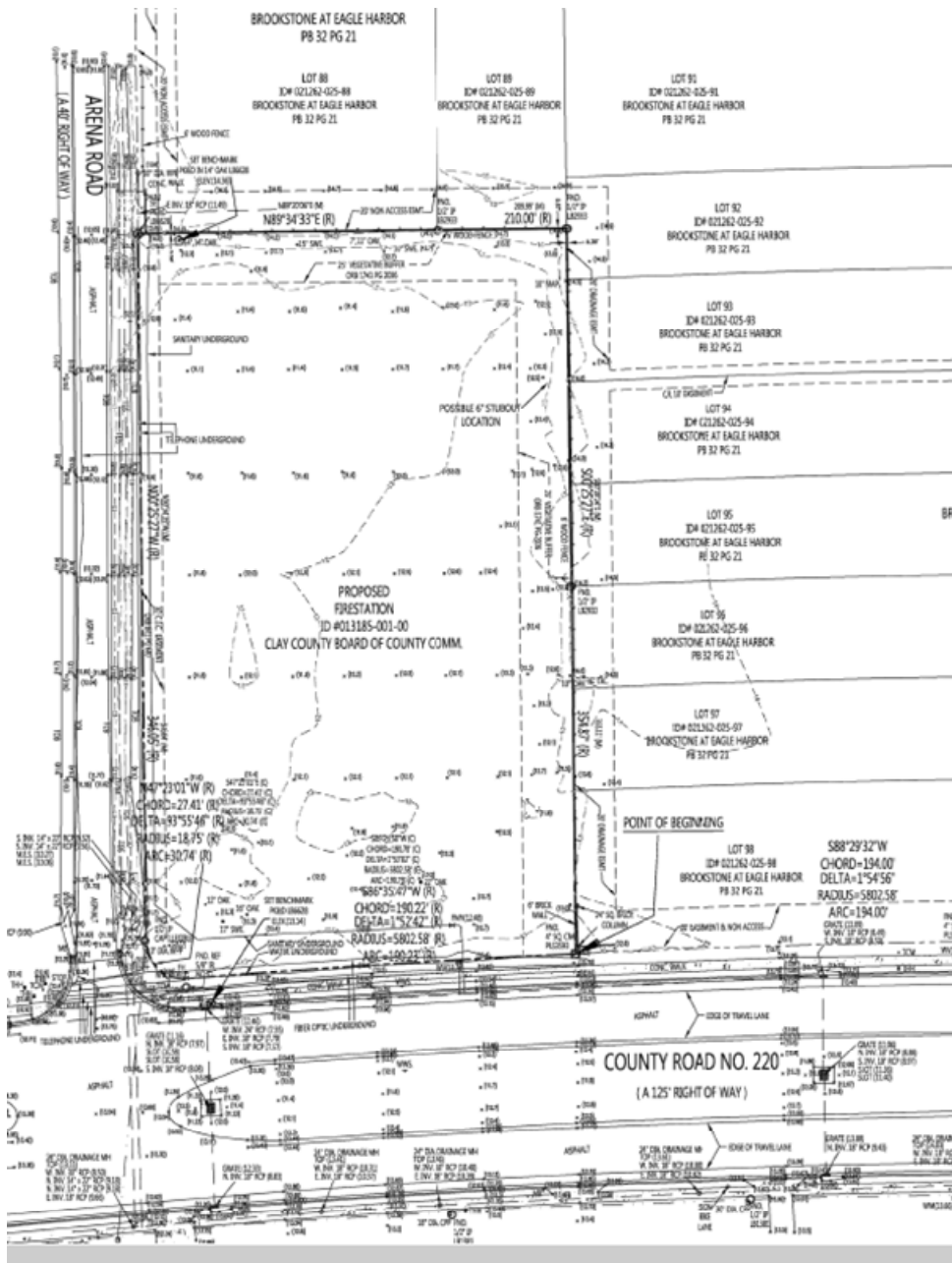


Exhibit B**The Station 22 Property**

The Station 22 Property is located at the intersection of County Road 220 and Arena Road, Fleming Island, Clay County, Florida. It has been assigned Clay County Property Appraiser parcel number 31-04-26-013185-001-00 and is depicted as the “proposed firestation” in the excerpt below from the boundary and topographic survey performed by Charles Bassett & Associates, Inc., in May 2024.



B-1

Exhibit E

Station 1 Development Budget

Clay County Fire Station 1		
Division Item	Line Item	Total
00 00 00	Procurement & Contracting	\$478,048
01 00 00	General Requirements	\$805,771
02 00 00	Existing Conditions (Wetland Mitigation)	\$22,500
03 00 00	Concrete	\$382,137
04 00 00	Masonry	\$1,115,655
05 00 00	Metals	\$503,954
06 00 00	Cabinetry & Casework	\$111,897
07 00 00	Thermal and Moisture-Roofing	\$737,719
08 00 00	Openings	\$483,683
09 00 00	Stucco	\$57,899
09 00 00	Ceilings	\$53,345
09 00 00	Drywall	\$433,393
09 62 00	Flooring	\$195,164
09 91 00	Painting	\$96,671
10 00 00	Specialties	\$199,932
11 00 00	FF&E/Specialized Equipment (Allowance)	\$800,000
21 00 00	Fire Suppression	\$97,582
22 00 00	Plumbing	\$455,382
23 00 00	HVAC	\$552,964
26 00 00	Electrical	\$936,785
28 00 00	Electronic Safety, Security, BDA	\$641,432
31 00 00	Earthwork (Allowance)	\$1,600,000
32 00 00	Exterior Improvements	\$266,633
33 00 00	Utilities	
34 00 00	Traffic	
Total		\$11,028,546

Exhibit F

Station 22 Development Budget

Clay County Fire Station 22		
Division Item	Line Item	Total
00 00 00	Procurement & Contracting	\$824,428
01 00 00	General Requirements	\$805,771
02 00 00	Existing Conditions (Demo)	
03 00 00	Concrete	\$382,137
04 00 00	Masonry	\$1,115,655
05 00 00	Metals	\$503,954
06 00 00	Cabinetry & Casework	\$111,897
07 00 00	Thermal and Moisture-Roofing	\$737,719
08 00 00	Openings	\$483,683
09 00 00	Stucco	\$57,899
09 00 00	Ceilings	\$53,345
09 00 00	Drywall	\$433,393
09 62 00	Flooring	\$195,164
09 91 00	Painting	\$96,671
10 00 00	Specialties	\$199,932
11 00 00	FF&E/Specialized Equipment (Allowance)	\$800,000
21 00 00	Fire Suppression	\$97,582
22 00 00	Plumbing	\$455,382
23 00 00	HVAC	\$552,964
26 00 00	Electrical	\$936,785
28 00 00	Electronic Safety, Security, BDA	\$641,432
31 00 00	Earthwork (Allowance)	\$1,600,000
32 00 00	Exterior Improvements	\$235,428
33 00 00	Utilities	
34 00 00	Traffic	
Total		\$11,321,221

Exhibit G

Station 1 Plans and Specifications Index

CLAY COUNTY FIRE STATION NO. 1
jl2 ARCHITECTURE
28 MARCH 2025

MIDDLEBURG, FL
PR. NO. 2024-P017
100% Construction Documents

SECTION 00 01 01 - PROJECT TITLE PAGE

PART 1 - GENERAL

1.1 PROJECT MANUAL

A. VOLUME 1.

1. CLAY COUNTY FIRE STATION NO. 1.
2. MIDDLEBURG, FL.
3. Owner Project No. PRJ100563
4. Architect Project No. 2024-P017.



- 5.
6. jl2 ARCHITECTURE.
7. 1678 Kingston Road.
8. Longwood, FL.
9. Phone: 407.340.2879.
10. Website: N/A.
11. Issued: March 28, 2025.
12. Copyright 2025, jl2 ARCHITECTURE.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 01 01

Exhibit H

Station 22 Plans and Specifications Index

CLAY COUNTY FIRE STATION NO. 22
jl2 ARCHITECTURE
28 MARCH 2025

FLEMMING ISLAND, FL
PR. NO. 2024-P018
100% CONSTRUCTION DOCUMENTS

WSECTION 00 01 01 - PROJECT TITLE PAGE

PART 1 - GENERAL

1.1 PROJECT MANUAL

A. VOLUME 1.

1. CLAY COUNTY FIRE STATION NO. 22.
2. 1575 ARENA RD, FLEMMING ISLAND, FL 32003.
3. Owner Project No. PRJ100357
4. Architect Project No. 2024-P018.



- 5.
6. jl2 ARCHITECTURE.
7. 1678 Kingston Road.
8. Longwood, FL.
9. Phone: 407.340.2879.
10. Website: N/A.
11. Issued: March 28, 2025.
12. Copyright 2025, jl2 ARCHITECTURE.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 01 01

PROJECT TITLE PAGE

00 01 01 - 1

Exhibit I

FF&E Schedule

(See following 7 pages)

Clay County Fire Stations 1 & 22

			RESPONSIBILITY MATRIX			
			FURNISHED BY		INSTALLED BY	
Room	Surfaces	Finishes	CONTRACTOR	OWNER Allowance	CONTRACTOR	OWNER
Lobby						
	Flooring	Polished concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Accoustic panel or other cloud material	CF		C-I	
	Quantity					
	1	42" monitor		OA		O-I
	1	Lounge Chair		OA		O-I
	1	End Table		OA		O-I
	1	Drinking Fountain w/ bottle filler	CF		C-I	
Public Restroom						
	Flooring	Polished concrete	CF		C-I	
	Walls	Porcelain tile (wet wall only) (FRP)	CF		C-I	
	Base	Porcelain tile	CF		C-I	
	Ceiling	Hard ceiling	CF		C-I	
	Quantity					
	1	Mirror	CF		C-I	
	1	Soap dispenser	CF		C-I	
	1	Paper towel dispenser / waste receptacle	CF		C-I	
	1	Toilet paper dispenser	CF		C-I	
	1	Sanitary napkin diposal	CF		C-I	
Training Room						
	Flooring	Polished Concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Accoustic panel or other cloud material	CF		C-I	
	Graphics/Branding	?				
	Quantity					
	8	Training tables		OA		O-I
	25	Stackable chairs		OA		O-I
	1	6 foot uppers/lower cabinetry	CF		C-I	
	1	80" monitor		OA		O-I
Training/Storage						
	Flooring	Sealed concrete	CF		C-I	

Clay County Fire Stations 1 & 22

			RESPONSIBILITY MATRIX			
			FURNISHED BY		INSTALLED BY	
Room	Surfaces	Finishes	CONTRACTOR	OWNER Allowance	CONTRACTOR	OWNER
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Exposed to structure (painted)	CF		C-I	
Corridors						
	Flooring	Polished concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Accoustic panel or other cloud material	CF		C-I	
	Outside Corners	Stainless Steel	CF		C-I	
	Quantity					
	16	Full height lockers	CF		C-I	
Vestibules (airlocks)						
	Flooring	Polished concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Accoustic or other cloud material	CF		C-I	
	Audio/Visual	TBD By Owner		OA	C-I	
	Quantity					
	1	Ice Machine (one location only)		OA	C-I	
	1	6 foot counter with upper shelves	CF		C-I	
Dayroom						
	Flooring	Polished concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Accoustic or other cloud material	CF		C-I	
	Graphics/Branding	?				
	Quantity					
	12	Ready chairs		OA		O-I
	1	80" monitor		OA		O-I
	1	Credenza		OA		O-I
	1	Ceiling fan	CF		C-I	
Kitchen / Dining						
	Flooring	Polished concrete	CF		C-I	

Clay County Fire Stations 1 & 22

			RESPONSIBILITY MATRIX			
			FURNISHED BY		INSTALLED BY	
Room	Surfaces	Finishes	CONTRACTOR	OWNER Allowance	CONTRACTOR	OWNER
	Walls	Paint/tile backsplash	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Accoustic or other cloud material	CF		C-I	
	Graphics/Branding	?				
	Quantity					
	1	Table for 12		OA		O-I
	12	Dining chairs		OA		O-I
	5	High chairs		OA		O-I
	1	Double basin sink	CF		C-I	
	1	Six-burner stove with oven		OA	C-I	
	1	Dishwasher		OA	C-I	
	3	Commercial refrigerator		OA	C-I	
	3	SS open storage racks		OA	C-I	
	1	Microwave		OA	C-I	
Laundry						
	Flooring	Polished concrete	CF		C-I	
	Walls	Paint/porcelain tile wet wall only (FRP)	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Exposed to structure (painted)	CF		C-I	
	Quantity					
	1	Residential washer		OA	C-I	
	1	Residential dryer		OA	C-I	
	1	Standing laundry sink	CF		C-I	
	1	6 foot upper/lower cabinety	CF		C-I	
Report Room						
	Flooring	Polished concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Accoustic tiles	CF		C-I	
	Quantity					
	5	Business chairs		OA		O-I
	1	8 feet counter top	CF		C-I	
	2	42" monitors		OA		O-I
	1	Paging System (Purvis or Motorola)		OA	C-I	
	1	Ceiling fan	CF		C-I	

Clay County Fire Stations 1 & 22

			RESPONSIBILITY MATRIX			
			FURNISHED BY		INSTALLED BY	
Room	Surfaces	Finishes	CONTRACTOR	OWNER Allowance	CONTRACTOR	OWNER
Fitness Room						
	Flooring	Rubber sports flooring	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Rubber	CF		C-I	
	Ceiling	Accoustic tiles	CF		C-I	
	Quantity					
	1	12 foot full height mirror		OA		O-I
	3	Treadmills		OA		O-I
	1	Exercise bike		OA		O-I
	1	Free weight bench		OA		O-I
	1	Full range dumbbell rack		OA		O-I
	1	Roll up door to exterior	CF		C-I	
	2	42" monitors		OA		O-I
	2	Ceiling fans	CF		C-I	
Chief Office						
	Flooring	Polished concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Accoustic tiles	CF		C-I	
	Quantity					
	1	U-shaped work desk		OA		O-I
	1	Credenza		OA		O-I
	1	Business chair		OA		O-I
	2	Stackable chairs		OA		O-I
	1	42" monitor		OA		O-I
Chief Bunkroom						
	Flooring	Polished concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Accoustic tiles	CF		C-I	
	Quantity					
	1	Twin bed frame-XL		OA		O-I
	1	Twin bed mattress-XL		OA		O-I
	3	Lockers with lower storage foot locker	CF		C-I	
	1	Work desk		OA		O-I

Clay County Fire Stations 1 & 22

			RESPONSIBILITY MATRIX			
			FURNISHED BY		INSTALLED BY	
Room	Surfaces	Finishes	CONTRACTOR	OWNER Allowance	CONTRACTOR	OWNER
	1	Ceiling fan	CF		C-I	
	1	42" monitor		OA		O-I
Chief Restroom						
	Flooring	Polished concrete	CF		C-I	
	Walls	Porcelain tile (wet walls only)	CF		C-I	
	Base	Porcelain tile	CF		C-I	
	Ceiling	Hard ceiling	CF		C-I	
	Quantity					
	1	Mirror	CF		C-I	
	1	Soap dispenser	CF		C-I	
	1	Paper towel dispenser	CF		C-I	
	1	Toilet paper dispenser	CF		C-I	
	1	Fiberglass shower pan	CF		C-I	
	1	Shower curtain with rod		OA	C-I	
Bunkrooms						
	Flooring	Polished concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Accoustic tiles	CF		C-I	
	Quantity					
	1	Twin bed frame-XL		OA		O-I
	1	Twin bed mattress-XL		OA		O-I
	3	Lockers with lower storage foot locker	CF		C-I	
	1	Shelf		OA		O-I
	1	Ceiling fan	CF		C-I	
Patio						
	Flooring	Epoxy	CF		C-I	
	Walls	Painted exterior finish	CF		C-I	
	Base	Exterior finish	CF		C-I	
	Ceiling	Metal soffit	CF		C-I	
	Quantity					
	1	Ceiling fan	CF		C-I	
	1	Outdoor Grill		OA		O-I

Clay County Fire Stations 1 & 22

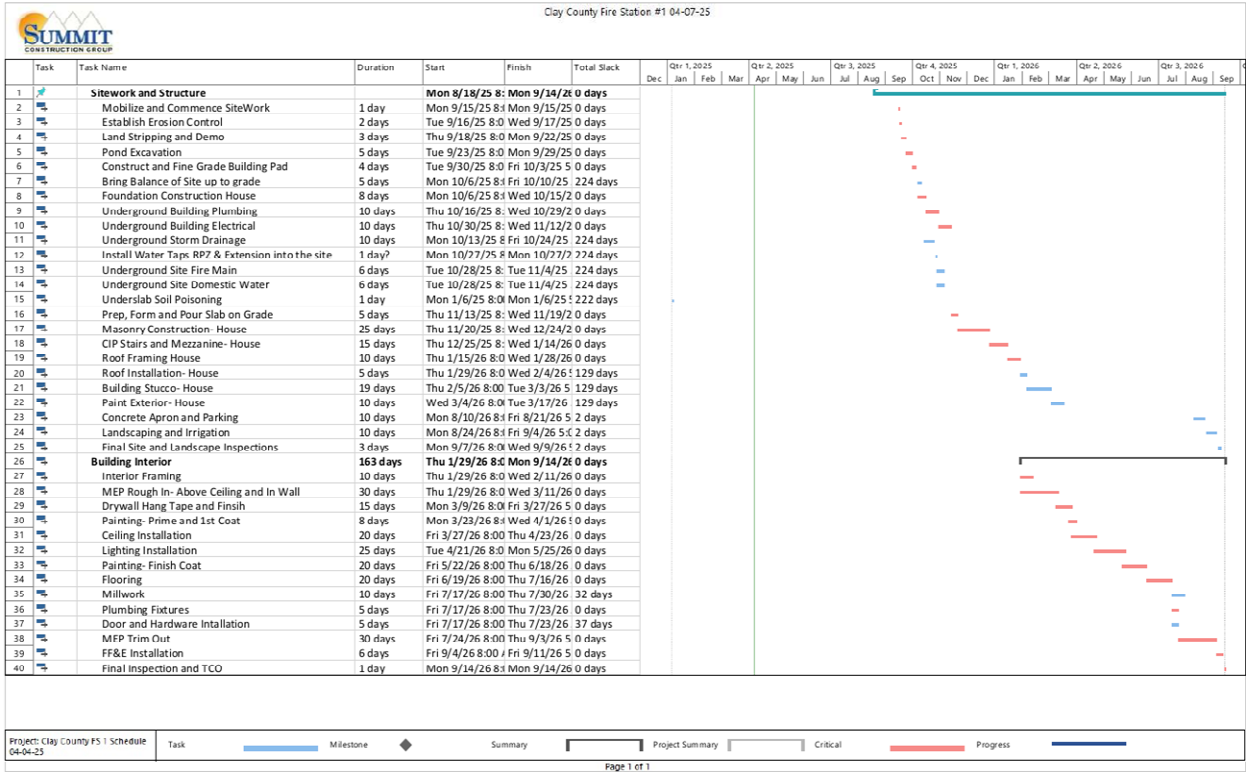
			RESPONSIBILITY MATRIX			
			FURNISHED BY		INSTALLED BY	
Room	Surfaces	Finishes	CONTRACTOR	OWNER Allowance	CONTRACTOR	OWNER
Bunker Gear			CF			
	Flooring	Sealed concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Exposed to structure (painted)			C-I	
	Quantity					
	54	Ready rack lockers (Wheeled)		OA		O-I
EMS						
	Flooring	Sealed concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	vinyl	CF		C-I	
	Ceiling	Exposed to structure (painted)	CF		C-I	
	Quantity					
	3	Cabinet storage lockers		OA		O-I
	2	Vending?		OA		O-I
SCBA						
	Flooring	Sealed concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	vinyl	CF		C-I	
	Ceiling	Exposed to structure (painted)	CF		C-I	
	Quantity					
	1	o2 cascade		OA	C-I	
	1	Compressor		OA	C-I	
	1	Bottle storage rack		OA		O-I
Workshop / Storage						
	Flooring	Sealed concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Exposed to structure (painted)	CF		C-I	
	Quantity					
	1	L-Shaped Workbench w/ 2 stations (built-in)	CF		C-I	
	2	Work stools		OA		O-I
	1	Hose storage rack		OA		O-I

Clay County Fire Stations 1 & 22

			RESPONSIBILITY MATRIX			
			FURNISHED BY		INSTALLED BY	
Room	Surfaces	Finishes	CONTRACTOR	OWNER Allowance	CONTRACTOR	OWNER
Decontamination						
	Flooring	Sealed concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Exposed to structure (painted)	CF		C-I	
	Quantity					
	1	3-compartment sink	CF		C-I	
	1	Mop sink with hanging rack	CF		C-I	
	1	Eye wash station (Sink/Eye Wash Combo to save space)	CF		C-I	
	1	Extractor		OA	C-I	
	1	Upper drying racks		OA		O-I
	3	Showers	CF		C-I	
	3	Double stacked metal lockers		OA		O-I
	1	Lavatory	CF		C-I	
	1	Gear Dryer		OA	C-I	
Apparatus Bay						
	Flooring	Sealed concrete	CF		C-I	
	Walls	Paint	CF		C-I	
	Base	Vinyl	CF		C-I	
	Ceiling	Exposed to structure (painted)	CF		C-I	
	Quantity					
	10	Cord reel drops (20amp plug)		OA	C-I	
	1	Big ass fans		OA	C-I	
	5	Coiling front doors	CF		C-I	
	5	Coiling rear doors	CF		C-I	
	1	Direct-souce capture system-Plymovent		OA	C-I	
Exterior						
	1	Generator w/bellytank , Switch Station & wiring		OA	C-I	
	1	Propane Tank or Natural Gas??		OA	C-I	
	1	Wall sign on face of building (back-lit)	CF		C-I	
	1	Monument Sign (non-lighted)		OA	C-I	

Exhibit J

Project Schedules



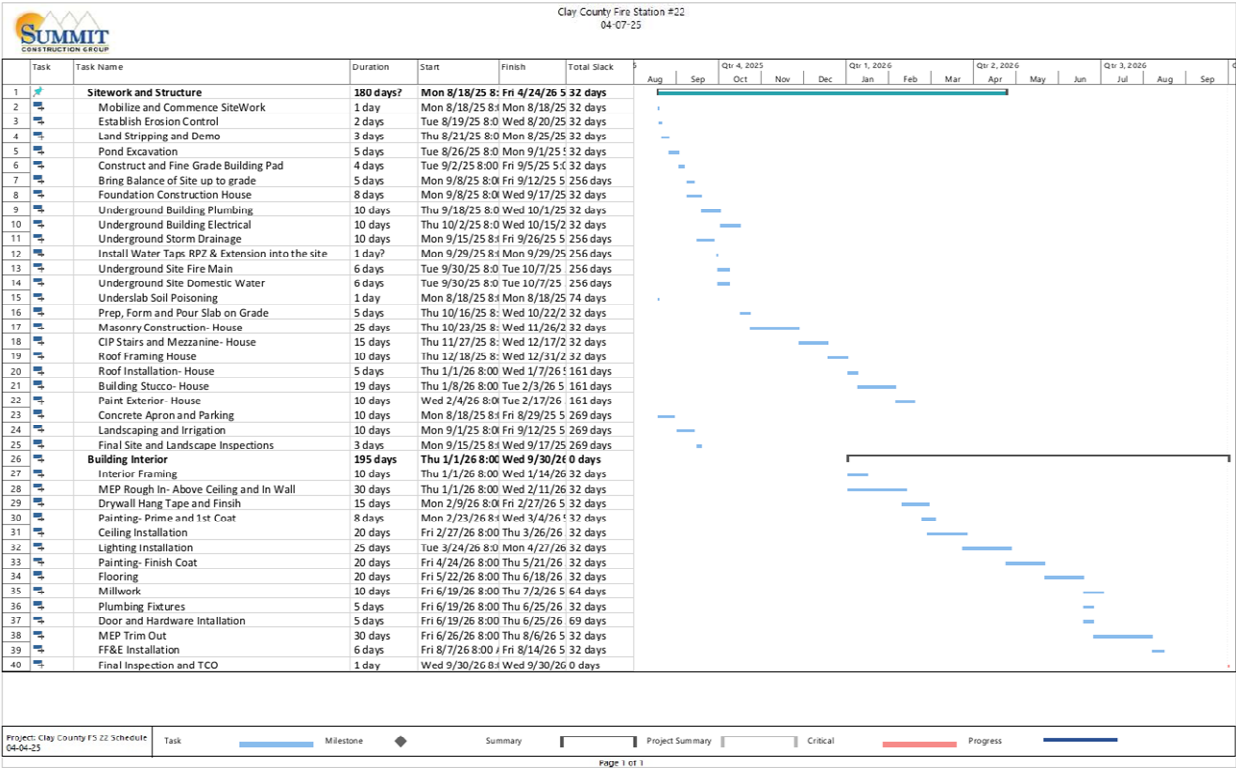


Exhibit K
Pay Application Forms

(See following 6 pages)

TO OWNER/CLIENT:

Clay County BCC
Clay County BCC PO Box 1366
Green Cove Springs, Florida 32043

PROJECT:

Clay FD Station 1
3210 Old Jennings Road
Middleburg, Florida 32068

APPLICATION NO: 4**INVOICE NO:****PERIOD:** Not Specified**INVOICE DATE:****PROJECT NO:** PPP615**CONTRACT DATE:** 3/19/2024**FROM CONTRACTOR:**

Fortress Secured, LLC
3603 Beachwood Ct.
Jacksonville, Florida 32224

VIA ARCHITECT/ENGINEER:

Johnnie Lohrum (JI2 Architecture, LLC)
JI2 Architecture, LLC 1678 Kingsston Road
Longwood, Florida 32750

CONTRACT FOR:Construction Agreement**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum	\$11,028,546.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$11,028,546.00
4.	Total completed and stored to date (Column G on detail sheet)	\$367,693.75
5.	Retainage:	
	a. 0.00% of completed work	\$0.00
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$367,693.75
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$367,693.75
8.	Current payment due:	\$0.00
9.	Tax applicable to this payment:	\$
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$10,660,852.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Fortress Secured, LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$0.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B		C			D	E	F	G		H	I
Item No.	Description of Work		Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
						From Previous (D+E)	This Period					
00-0000 - Procurement and Contracting			\$458,613.00	\$0.00	\$458,613.00	\$350,000.75	\$0.00	\$0.00	\$350,000.75	76.32%	\$108,612.25	\$0.00
1 . 1	Civil Engineering		\$67,255.00	\$0.00	\$67,255.00	\$60,529.50	\$0.00	\$0.00	\$60,529.50	90.00%	\$6,725.50	\$0.00
1 . 2	Design Architect		\$360,000.00	\$0.00	\$360,000.00	\$288,000.00	\$0.00	\$0.00	\$288,000.00	80.00%	\$72,000.00	\$0.00
1 . 3	Landscape & Irrigation Planning		\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00	\$0.00
1 . 4	Legal		\$10,000.00	\$0.00	\$10,000.00	\$1,471.25	\$0.00	\$0.00	\$1,471.25	14.71%	\$8,528.75	\$0.00
1 . 5	Permit Fees		\$17,858.00	\$0.00	\$17,858.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,858.00	\$0.00
01-0000 - General Requirements			\$805,771.00	\$0.00	\$805,771.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$805,771.00	\$0.00
02-0000 - Existing Conditions			\$41,935.00	\$0.00	\$41,935.00	\$17,693.00	\$0.00	\$0.00	\$17,693.00	42.19%	\$24,242.00	\$0.00
3 . 1	Environmental Site Assessment		\$3,600.00	\$0.00	\$3,600.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	100.00%	\$0.00	\$0.00
3 . 2	Geotechnical Report		\$4,835.00	\$0.00	\$4,835.00	\$4,835.00	\$0.00	\$0.00	\$4,835.00	100.00%	\$0.00	\$0.00
3 . 3	Survey		\$7,500.00	\$0.00	\$7,500.00	\$5,758.00	\$0.00	\$0.00	\$5,758.00	76.77%	\$1,742.00	\$0.00
3 . 4	Subsurface Utility Engineering		\$3,500.00	\$0.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$0.00
3 . 5	Wetland Mitigation		\$22,500.00	\$0.00	\$22,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,500.00	\$0.00
03-0000 - Concrete			\$382,137.00	\$0.00	\$382,137.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$382,137.00	\$0.00
04-0000 - Masonry			\$1,115,655.00	\$0.00	\$1,115,655.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,115,655.00	\$0.00
05-0000 - Metals			\$503,954.00	\$0.00	\$503,954.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$503,954.00	\$0.00
06-0000 - Wood, Plastics, Composites			\$111,897.00	\$0.00	\$111,897.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$111,897.00	\$0.00
7 . 1	Millwork		\$111,897.00	\$0.00	\$111,897.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$111,897.00	\$0.00
07-0000 - Thermal and Moisture			\$737,719.00	\$0.00	\$737,719.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$737,719.00	\$0.00
8 . 1	Roofing		\$685,675.00	\$0.00	\$685,675.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$685,675.00	\$0.00
8 . 2	Foam Insulation		\$52,044.00	\$0.00	\$52,044.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$52,044.00	\$0.00
08-0000 - Openings			\$483,683.00	\$0.00	\$483,683.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$483,683.00	\$0.00
9 . 1	Doors, Frames & Hardware		\$187,294.00	\$0.00	\$187,294.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$187,294.00	\$0.00
9 . 2	Overhead Doors		\$179,290.00	\$0.00	\$179,290.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$179,290.00	\$0.00
9 . 3	Windows & Storefronts		\$117,099.00	\$0.00	\$117,099.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$117,099.00	\$0.00

A	B		C			D	E	F	G		H	I
Item No.	Description of Work		Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
						From Previous (D+E)	This Period					
09-0000 - Finishes			\$836,472.00	\$0.00	\$836,472.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$836,472.00	\$0.00
10 . 1	Framing & Drywall		\$433,393.00	\$0.00	\$433,393.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$433,393.00	\$0.00
10 . 2	Acoustical Ceilings		\$53,345.00	\$0.00	\$53,345.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$53,345.00	\$0.00
10 . 3	Stucco-EIFS		\$57,899.00	\$0.00	\$57,899.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$57,899.00	\$0.00
10 . 4	Flooring		\$195,164.00	\$0.00	\$195,164.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$195,164.00	\$0.00
10 . 5	Painting & Sealants		\$96,671.00	\$0.00	\$96,671.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$96,671.00	\$0.00
10-0000 - Specialties			\$199,932.00	\$0.00	\$199,932.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$199,932.00	\$0.00
11 . 1	Bathroom & FP Specialties		\$32,527.00	\$0.00	\$32,527.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,527.00	\$0.00
11 . 2	Signage		\$58,549.00	\$0.00	\$58,549.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$58,549.00	\$0.00
11 . 3	Canopies		\$108,856.00	\$0.00	\$108,856.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$108,856.00	\$0.00
11-0000 - Equipment			\$800,000.00	\$0.00	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800,000.00	\$0.00
12 . 1	FFE Allowance		\$800,000.00	\$0.00	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800,000.00	\$0.00
21-0000 - Fire Suppression			\$97,582.00	\$0.00	\$97,582.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,582.00	\$0.00
22-0000 - Plumbing			\$455,382.00	\$0.00	\$455,382.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$455,382.00	\$0.00
23-0000 - HVAC			\$552,964.00	\$0.00	\$552,964.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$552,964.00	\$0.00
26-0000 - Electrical			\$936,785.00	\$0.00	\$936,785.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$936,785.00	\$0.00
28-0000 - Electronic Safety and Security			\$641,432.00	\$0.00	\$641,432.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$641,432.00	\$0.00
17 . 1	Fire Alarm		\$186,056.00	\$0.00	\$186,056.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$186,056.00	\$0.00
17 . 2	Security		\$455,376.00	\$0.00	\$455,376.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$455,376.00	\$0.00
31-0000 - Earthwork			\$1,600,000.00	\$0.00	\$1,600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,600,000.00	\$0.00
32-0000 - Exterior Improvements			\$266,633.00	\$0.00	\$266,633.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$266,633.00	\$0.00
19 . 1	Landscaping		\$162,124.00	\$0.00	\$162,124.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$162,124.00	\$0.00
19 . 2	Fencing		\$104,509.00	\$0.00	\$104,509.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$104,509.00	\$0.00
Grand Total:			\$11,028,546.00	\$0.00	\$11,028,546.00	\$367,693.75	\$0.00	\$0.00	\$367,693.75	3.33%	\$10,660,852.25	\$0.00

TO OWNER/CLIENT:

Clay County BCC
Clay County BCC PO Box 1366
Green Cove Springs, Florida 32043

PROJECT:

Clay FD Station 22
1575 Arena Rd.
Fleming Island, Florida 32003

APPLICATION NO: 4**INVOICE NO:****PERIOD:** Not Specified**INVOICE DATE:****PROJECT NO:** PPP614**CONTRACT DATE:** 3/19/2024**FROM CONTRACTOR:**

Fortress Secured, LLC
3603 Beachwood Ct.
Jacksonville, Florida 32224

VIA ARCHITECT/ENGINEER:

Johnnie Lohrum (JI2 Architecture, LLC)
JI2 Architecture, LLC 1678 Kingsston Road
Longwood, Florida 32750

CONTRACT FOR:Construction Agreement**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum	\$11,321,221.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$11,321,221.00
4.	Total completed and stored to date (Column G on detail sheet)	\$645,785.75
5.	Retainage:	
	a. 0.00% of completed work	\$0.00
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$645,785.75
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$645,785.75
8.	Current payment due:	\$0.00
9.	Tax applicable to this payment:	\$
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$10,675,435.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Fortress Secured, LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before

me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$0.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B		C			D	E	F	G		H	I
Item No.	Description of Work		Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
						From Previous (D+E)	This Period					
00-0000 - Procurement and Contracting			\$803,993.00	\$0.00	\$803,993.00	\$627,092.75	\$0.00	\$0.00	\$627,092.75	78.00%	\$176,900.25	\$0.00
1 . 1	Civil Engineering		\$55,135.00	\$0.00	\$55,135.00	\$49,621.50	\$0.00	\$0.00	\$49,621.50	90.00%	\$5,513.50	\$0.00
1 . 2	Design Architect		\$720,000.00	\$0.00	\$720,000.00	\$576,000.00	\$0.00	\$0.00	\$576,000.00	80.00%	\$144,000.00	\$0.00
1 . 3	Landscape & Irrigation Planning		\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
1 . 4	Legal		\$10,000.00	\$0.00	\$10,000.00	\$1,471.25	\$0.00	\$0.00	\$1,471.25	14.71%	\$8,528.75	\$0.00
1 . 5	Permit Fees		\$15,858.00	\$0.00	\$15,858.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,858.00	\$0.00
01-0000 - General Requirements			\$805,771.00	\$0.00	\$805,771.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$805,771.00	\$0.00
02-0000 - Existing Conditions			\$20,435.00	\$0.00	\$20,435.00	\$18,693.00	\$0.00	\$0.00	\$18,693.00	91.48%	\$1,742.00	\$0.00
3 . 1	Environmental Site Assessment		\$3,600.00	\$0.00	\$3,600.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00	100.00%	\$0.00	\$0.00
3 . 2	Geotechnical Report		\$4,835.00	\$0.00	\$4,835.00	\$4,835.00	\$0.00	\$0.00	\$4,835.00	100.00%	\$0.00	\$0.00
3 . 3	Survey		\$8,500.00	\$0.00	\$8,500.00	\$6,758.00	\$0.00	\$0.00	\$6,758.00	79.51%	\$1,742.00	\$0.00
3 . 4	Subsurface Utility Engineering		\$3,500.00	\$0.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$0.00
03-0000 - Concrete			\$382,137.00	\$0.00	\$382,137.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$382,137.00	\$0.00
04-0000 - Masonry			\$1,115,655.00	\$0.00	\$1,115,655.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,115,655.00	\$0.00
05-0000 - Metals			\$503,954.00	\$0.00	\$503,954.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$503,954.00	\$0.00
06-0000 - Wood, Plastics, Composites			\$111,897.00	\$0.00	\$111,897.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$111,897.00	\$0.00
7 . 1	Millwork		\$111,897.00	\$0.00	\$111,897.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$111,897.00	\$0.00
07-0000 - Thermal and Moisture			\$737,719.00	\$0.00	\$737,719.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$737,719.00	\$0.00
8 . 1	Roofing		\$685,675.00	\$0.00	\$685,675.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$685,675.00	\$0.00
8 . 2	Foam Insulation		\$52,044.00	\$0.00	\$52,044.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$52,044.00	\$0.00
08-0000 - Openings			\$483,683.00	\$0.00	\$483,683.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$483,683.00	\$0.00
9 . 1	Doors, Frames & Hardware		\$187,294.00	\$0.00	\$187,294.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$187,294.00	\$0.00
9 . 2	Overhead Doors		\$179,290.00	\$0.00	\$179,290.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$179,290.00	\$0.00
9 . 3	Windows & Storefronts		\$117,099.00	\$0.00	\$117,099.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$117,099.00	\$0.00
09-0000 - Finishes			\$836,472.00	\$0.00	\$836,472.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$836,472.00	\$0.00

A	B	C			D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage
					From Previous (D+E)	This Period					
10 . 1	Framing & Drywall	\$433,393.00	\$0.00	\$433,393.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$433,393.00	\$0.00
10 . 2	Acoustical Ceilings	\$53,345.00	\$0.00	\$53,345.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$53,345.00	\$0.00
10 . 3	Stucco-EIFS	\$57,899.00	\$0.00	\$57,899.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$57,899.00	\$0.00
10 . 4	Flooring	\$195,164.00	\$0.00	\$195,164.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$195,164.00	\$0.00
10 . 5	Painting & Sealants	\$96,671.00	\$0.00	\$96,671.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$96,671.00	\$0.00
10-0000 - Specialties		\$199,932.00	\$0.00	\$199,932.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$199,932.00	\$0.00
11 . 1	Toilet & FP Specialties	\$32,527.00	\$0.00	\$32,527.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,527.00	\$0.00
11 . 2	Signage	\$58,549.00	\$0.00	\$58,549.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$58,549.00	\$0.00
11 . 3	Canopies	\$108,856.00	\$0.00	\$108,856.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$108,856.00	\$0.00
11-0000 - Equipment		\$800,000.00	\$0.00	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800,000.00	\$0.00
12 . 1	FFE Allowance	\$800,000.00	\$0.00	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800,000.00	\$0.00
21-0000 - Fire Suppression		\$97,582.00	\$0.00	\$97,582.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,582.00	\$0.00
22-0000 - Plumbing		\$455,382.00	\$0.00	\$455,382.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$455,382.00	\$0.00
23-0000 - HVAC		\$552,964.00	\$0.00	\$552,964.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$552,964.00	\$0.00
26-0000 - Electrical		\$936,785.00	\$0.00	\$936,785.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$936,785.00	\$0.00
28-0000 - Electronic Safety and Security		\$641,432.00	\$0.00	\$641,432.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$641,432.00	\$0.00
17 . 1	Fire Alarm	\$186,056.00	\$0.00	\$186,056.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$186,056.00	\$0.00
17 . 2	Security	\$455,376.00	\$0.00	\$455,376.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$455,376.00	\$0.00
31-0000 - Earthwork		\$1,600,000.00	\$0.00	\$1,600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,600,000.00	\$0.00
32-0000 - Exterior Improvements		\$235,428.00	\$0.00	\$235,428.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$235,428.00	\$0.00
19 . 1	Landscaping	\$153,377.00	\$0.00	\$153,377.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$153,377.00	\$0.00
19 . 2	Fencing	\$82,051.00	\$0.00	\$82,051.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$82,051.00	\$0.00
Grand Total:		\$11,321,221.00	\$0.00	\$11,321,221.00	\$645,785.75	\$0.00	\$0.00	\$645,785.75	5.70%	\$10,675,435.25	\$0.00

Exhibit L

Change Order Forms


PCCO #001

Project: PPP615 - Clay FD Station 1
3210 Old Jennings Road
Middleburg, Florida 32068

Prime Contract Change Order #001: Sample

TO:	Clay County BCC Clay County BCC PO Box 1366 Green Cove Springs, Florida 32043	FROM:	Fortress Secured, LLC 3603 Beachwood Ct. Jacksonville, Florida 32224
DATE CREATED:	4/15/2025	CREATED BY:	Allison West (Summit Construction Management Group)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	04/15/2025
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Admin/Legal
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Construction Agreement
		TOTAL AMOUNT:	\$0.00

DESCRIPTION:
ATTACHMENTS:
CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	02-0000-02-2400.O Environmental Assess.Other	increase PO	\$0.00
Grand Total:			\$0.00

The original (Contract Sum)

Net change by previously authorized Change Orders

The contract sum prior to this Change Order was

The contract sum will not be changed by this Change Order in the amount of

The new contract sum including this Change Order will be

The contract time will not be changed by this Change Order.

Clay County BCC
Clay County BCC PO Box 1366
Green Cove Springs, Florida 32043

Fortress Secured, LLC
3603 Beachwood Ct.
Jacksonville, Florida 32224

SIGNATURE
DATE
SIGNATURE
DATE

Summit Construction Management Group

Page 1 of 1

Printed On: 4/15/2025 02:12 PM

**PCCO #001**

Project: PPP614 - Clay FD Station 22
1575 Arena Rd.
Fleming Island, Florida 32003

Prime Contract Change Order #001: Sample

TO:	Clay County BCC Clay County BCC PO Box 1366 Green Cove Springs, Florida 32043	FROM:	Fortress Secured, LLC 3603 Beachwood Ct. Jacksonville, Florida 32224
DATE CREATED:	4/15/2025	CREATED BY:	Alison West (Summit Construction Management Group)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	04/15/2025
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Admin/Legal
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:Construction Agreement
		TOTAL AMOUNT:	\$0.00
DESCRIPTION:			
ATTACHMENTS:			

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	02-0000-02-2400.O Environmental Assess.Other	Increase PO	\$0.00
Grand Total:			\$0.00

The original (Contract Sum)
 Net change by previously authorized Change Orders
 The contract sum prior to this Change Order was
 The contract sum will not be changed by this Change Order in the amount of
 The new contract sum including this Change Order will be
 The contract time will not be changed by this Change Order.

Clay County BCC
 Clay County BCC PO Box 1366
 Green Cove Springs, Florida 32043

Fortress Secured, LLC
 3603 Beachwood Ct.
 Jacksonville, Florida 32224

SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------

Summit Construction Management Group

Page 1 of 1

Printed On: 4/15/2025 02:17 PM

Exhibit M

Developer Team

Clay County Fire Stations 1 & 22

Clay County BOCC

Project Team Listing		
	Firm	Email
Developer Point Contact - Matt Everett	Fortress Secured, LLC	matt@fortresssecured.com
Developer Legal Contact - Fred Springer	Bryant Miller Olive	fspringer@bmlaw.com
Construction Project Mgr Contact - Heather Botha	Summit CMG, LLC	heather.botha@summitcmgroup.com
Constrution Billing Mgr - Tracy Duvall	Summit CMG, LLC	tracy.duvall@summitcmgroup.com

Project Administration Roles and Responsibilities			
	Owner Clay County	Developer Fortress Secured	Contractor Summit
Oversees the design team		X	
Oversees the construction team		X	
Approve design milestones- 60%, 100%, Specs, FFE	X		
Assess project risk		X	
Evaluate project performance		X	
Oversees project schedule		X	
Records the minutes of meetings		X	
Create weekly look aheads			X
Contractors construction schedule			X
Superintendant daily reports			X
Monitor construction progress		X	
Scheduling and conducting progress meetings		X	
Setting project goals and timelines		X	
Project administrative duties			X
Produce project documentation and photographs			X
Implement jobsite policies and procedures			X
Keeping project calendar up to date		X	
Track project expenses			X
Budget Accountability		X	
Create weekly progress reports			X
Distribute weekly progress reports		X	
Pay Subcontractors and Vendors			X
RFI management			X
Approve RFIs			X
Submit project submittals			X
Approve project submittals		X	
Pay approved milestone payments	X		
Owner supplied FFE	X		
Owner supplied Special Equipment	X		
Permanent Utilities / Connections / Meter(s)	X		
Test / Balance / OM and turnover to owner			X
Distribute close out package		X	

Public private partnership team member disclosures:			
Fortress Secured, LLC is the primary firm and acting in the capacity as the developer			
JL2 architecture is the architectural team member and is arms length to Fortress Secured.			
Gulfstream Design Group is the civil engineer team member and is arms length to Fortress Secured.			
Summit Construction Management Group is the contractor team member and is NOT arms length to Fortress Secured.			



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual
Services

SUBJECT:

A) Approval of the Cooperative Agreement between Clay County and Lincoln Memorial University (LMU) to establish terms and conditions regarding a financial contribution from LMU in the amount of \$1,000,000.00 in exchange for access and use of the new Animal Services Facility. The term of the agreement begins on the effective date for a period of ten (10) years.

B) Approval of the accompanying budget resolution.

Funding Source (Revenue):

General Fund - Sponsorship - Animal Services Building -Contributions/Donations

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

LMU submitted a Letter of Intent to the County expressing its interest in supporting the County in its ongoing efforts to complete the construction of the Facility. On October 22, 2024, this Board accepted the Letter of Intent and approved negotiating the terms and conditions of an agreement. This Agreement establishes the roles, responsibilities, and commitments of the parties in relation to LMU's financial contribution to the construction of the Facility and use of the Facility once construction is completed. Commitment of the full donation is expressly conditioned upon the University first receiving a Letter of Reasonable Assurance from the Council on Education authorizing accreditation and establishment of the Orange Park College of Veterinary Medicine.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes\No\N/A):

No

Funding Source (Revenue):

General Fund - Sponsorship - Animal Services Building - Contributions/Donations

Account No:

554000 00000 55400000 500000000

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
042225 Resolution - FY 24-25_Lincoln Memorial University Sponsorship	Resolution Letter	4/16/2025	042225_Resolution_-_FY_24-25_Lincoln_Memorial_University_Sponsorship.ADA.pdf
LMU-ClayCounty agreement 4.9.25	Agreement/Contract	4/21/2025	LMU-ClayCounty_agreement_4.9.25_-_updated.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/16/2025 - 8:20 AM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2024/2025-

WHEREAS, the following revenue from Lincoln Memorial University (LMU) was not anticipated when the 2024/2025 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are a financial contribution from LMU for construction of the Clay County Animal Services Shelter and Care Facility in exchange for access and use of the Facility once construction is completed.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		\$	175,622,445
Additions to General Fund (FD1000)			
General Fund / Sponsorship / Animal Services Building / Contributions/Donations	FD1000-CC1289- PRJ100210-RC366000	\$	1,000,000
Amended Total Revenue		\$	176,622,445

APPROPRIATION

Prior Fund Total:		\$	175,622,445
Additions to General Fund (FD1000)			
General Fund / Sponsorship / Animal Services Building / Buildings	FD1000-CC1289- PRJ100210-SC562000	\$	1,000,000
Amended Total Appropriation		\$	176,622,445

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 22nd day of April, 2025.

Board of County Commissioners Clay
County, Florida

Betsy Condon, Chairman

ATTEST:

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

COOPERATIVE AGREEMENT

between

LINCOLN MEMORIAL UNIVERSITY

and

CLAY COUNTY

This Cooperative Agreement (“Agreement”) is made and entered into by and between Lincoln Memorial University (“LMU”), a non-profit university located in Harrogate, Tennessee, on behalf of its College of Veterinary Medicine at Orange Park (“OPCVM”) and Clay County, a political subdivision of the State of Florida (the “County”).

WITNESSETH

WHEREAS, LMU has a College of Veterinary Medicine established for the advancement of veterinary sciences in the Appalachian region and beyond, providing an innovative model of veterinary education which relies on collaboration with highly qualified off-campus practitioners, clinicians and facilities; and

WHEREAS, the County has an Animal Services Department that provides services and programs which promote public safety, protect the welfare of animals, and ensure the humane treatment of pets and wildlife within the community; and

WHEREAS, the County has entered into an agreement with E. Vaughan Rivers, Inc. to construct the new Clay County Animal Services Shelter and Care Facility located at 20 Sleepy Hollow Road, Middleburg, Florida 32068 (the “Facility”); and

WHEREAS, the Facility will be a one-story facility and will include, but not be limited to, kennels, offices, classroom/multipurpose room, clinic, and medical space for veterinary services; and

WHEREAS, advancement of public health and the human-animal bond and enhancement of veterinary education and animal care are important to the mission of both LMU and the County; and

WHEREAS, LMU submitted a Letter of Intent to the County expressing its interest in supporting the County in its ongoing efforts to complete the construction of the Facility by making a financial contribution of \$1,000,000 (“the Donation”) to the County to assist with completion of the classroom/multipurpose room and surgical spaces within the Facility in exchange for agreed-upon rights of use and access to the Facility; and

WHEREAS, on October 22, 2024, the Clay County Board of County Commissioners (the “Board”) was presented with LMU’s Letter of Intent and approved the County’s request to negotiate a contract with LMU consistent with such Letter of Intent; and

WHEREAS, LMU and the County desire to enter into this Agreement to establish the terms and conditions governing LMU's financial contribution of funds for the construction of the Facility, LMU's rights of use and access to the Facility, and the parties cooperation and shared objectives as it relates to the Facility.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, LMU and the County mutually agree as follows:

1. PURPOSE AND OBJECTIVES.

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) The purpose of this Agreement is to establish the roles, responsibilities, and commitments of the parties in relation to LMU's financial contribution to the construction of the Facility and use of the Facility once construction is completed.
- (c) During the construction of the Facility, the County and LMU will arrange periodic meetings to discuss and coordinate LMU's usage of the Facility and Course Design in order to facilitate such usage and accommodate student-animal interaction and training activities consistent with the intent of this Agreement.

2. CONTACTS.

- (a) The parties have designated the following individuals as their primary contacts for purposes of ensuring that the obligations of each party under this Agreement are performed as required and maintaining the cooperative nature of all provisions of this Agreement:

For LMU
Dr. Kimberly Carney, DVM, MPH,
DACVPM, CPH, CHES
Dean, College of Veterinary Medicine
at Orange Park
Kimberly.Carney@LMU.net.edu
423.441.0313

For the County
Facility related:
Ernest Hagan
Animal Services Director
ernest.hagan@claycountygov.com
904.529.5836

Financial related:
Megan Covey
Grants Director
Megan.Covey@claycountygov.com
904.295-4151

- (b) Any disputes or controversies related to the performance of either party's rights and/or obligations under this Agreement should be directed to each party's primary contact or as otherwise designated by the party. The primary contacts or designee must make a good faith effort to reach a mutually beneficial resolution in a timely manner. Periodic meetings will be held at a mutually agreeable time and in a mutually agreeable place and/or manner to review and evaluate

the clinical education program and to attempt to resolve specific problems that may interfere with the achievement of the objectives of this Agreement.

3. TERM AND TERMINATION.

(a) Term. The term of this Agreement shall be for a period of ten years from the Effective Date as defined below. This Agreement may be renewed for additional periods upon mutual agreement in a writing signed by the parties. Any renewal shall be subject to negotiation and agreement on the financial contribution to be made by LMU during the renewal term.

(b) Termination for Convenience. Either party may terminate this Agreement for any reason by providing notice in writing at least one year prior to the termination date. Students who are in a Course on the termination date shall be permitted to complete the Course.

(c) Mutual Termination. This Agreement may be terminated at any time by the mutual written consent of both parties. Such written consent will state the effective date of the termination and the procedures for proper close-out of this Agreement, if applicable.

(d) Upon termination of this Agreement for convenience or upon mutual termination, all rights and obligations of the parties under this Agreement shall cease, except for those that have accrued prior to the date of termination or that are expressly stated to survive termination.

(e) Notice given under this Agreement (excluding day-to-day communication in the administration of this Agreement in the ordinary course which is addressed under paragraph 2) shall be provided to the following:

Lincoln Memorial University
Office of the General Counsel
6965 Cumberland Gap Parkway
Harrogate, TN 37752

Clay County
Attn: County Manager
477 Houston Street
Green Cove Springs, FL 32043

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.

4. FINANCIAL CONTRIBUTION.

(a) In consideration of the rights and benefits provided to LMU under this Agreement, including signage and use of the Facility as set forth herein, LMU agrees to pay the County \$1,000,000 over the construction period of LMU Fiscal Year 2026 through 2027 (July 2025 through June 2027). However, the parties agree and understand that LMU's obligation to fulfill its commitment of the full one million dollars (\$1,000,000.00) of the Donation is expressly conditioned upon the University first receiving a Letter of Reasonable Assurance from the Council on Education ("COE") authorizing accreditation and establishment of the OPCVM. If such condition is not met by October 31, 2027, then this Agreement shall automatically terminate, and neither party shall have any further rights, obligations, or liabilities under this Agreement.

(b) Upon LMU's successful completion of the accreditation process, a payment schedule for LMU's payment of the Donation to the County will be developed and reduced to writing signed by both parties, and upon execution, shall be incorporated into and made a part of this Agreement as Exhibit B. Such payment schedule may be signed by the County Manager on behalf of the County. The parties agree and understand that payment is conditioned upon the County achieving substantial completion of the Facility within three (3) years of the Effective Date of this Agreement. However, if the Facility is not substantially completed within this timeframe due to a Force Majeure Event (as defined herein), then the substantial completion date shall be extended for a period equal to the duration of the Force Majeure Event.

(c) Beginning in year six of this Agreement, the County shall be entitled to reimbursement from LMU for any costs, expenses, incidentals, or supplies incurred by the County in relation to LMU's use of the Facility in an amount not to exceed \$25,000.00 per year during years six through ten of the Agreement. This includes, but is not limited to, costs associated with:

- 1) Supplies and Materials: Items used or consumed as a result of LMU's activities within the Facility, such as cleaning supplies, paper products, or other consumables.
- 2) Incidentals: Any unanticipated expenses arising from LMU's use of the Facility, including minor repairs, maintenance, or additional utility usage.
- 3) Services: Costs for services provided by the County at the request of or necessitated by LMU.
- 4) Materials and Equipment: Costs for materials and/or equipment provided by the County at the request of or necessitated by LMU.
- 5) Improvements: Costs for improvements to the Facility provided by the County at the request of or necessitated by LMU.

To receive such reimbursement, the County will submit an invoice to LMU specifying the expenses incurred and the amount requested. LMU agrees to remit payment to the County within 45 days of receiving the invoice.

(d) Payments shall be made payable to Clay County Board of County Commissioners and mailed to Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043-0988. In the Memo section, please state "LMU Sponsorship – Animal Services Facility".

(e) 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.

5. FACILITY USE RIGHTS.

(a) The construction of the Facility is anticipated to be completed during the summer/fall of 2026. In exchange for LMU's financial contribution, the County agrees to provide LMU certain access to and use of the Facility as set forth herein. Such usage shall begin following the completion of the construction of the Facility and shall continue throughout the term of this Agreement as set forth in paragraph 3 (a), subject to the terms and conditions set forth herein.

(b) LMU students and personnel shall have the right to use the classroom/multipurpose room, intake area, and surgical space at the Facility as scheduled with the County, provided that such use is to occur during County business hours only unless otherwise agreed to by the parties. Schedules for such usage will be developed jointly with LMU and County personnel. The County will provide the classroom/multipurpose room a minimum of one full day and two (2) half days per week during the academic schedule. Beginning in 2027, the County will provide the classroom/multipurpose room a minimum of one full day and three (3) half days per week following the LMU academic calendar. The full day of use will generally occur on Mondays, subject to availability. If Monday is unavailable for any reason, the parties shall coordinate in good faith to select an alternative full day that week. The County will use its best efforts to provide and make available a surgical table within the surgical space for the minimum days per week set forth above, however, such use and availability shall be subject to the County's first right to use the surgical space and tables for its own operations and surgeries. The County makes no representation or guarantee regarding the availability of animals for surgical purposes during the term of the Agreement, and LMU agrees that the absence of such availability shall not constitute a breach of this Agreement. LMU students and personnel shall also have access to restrooms and the breakroom/kitchen area as designated by the County. LMU acknowledges and understands that the classroom/multipurpose room can accommodate up to 61 people depending upon the arrangement of equipment, furniture, and other items within the space. Rearranging furniture or equipment may result in a change in capacity, subject to compliance with all applicable fire codes, safety regulations, and any other legal requirements.

(c) LMU shall ensure that at least one LMU faculty member is physically present at all times to supervise students during their use of the Facility. The supervising faculty member shall be responsible for the conduct of the students, ensuring that all Facility rules and safety protocols are followed.

(d) The County will work with LMU to make arrangements to have two to three televisions equipped with a rolling stand for mobility within the classroom/multipurpose room along with a camera with a stand available for LMU's use at the Facility. The County will also work with LMU to identify and establish space within the Facility for LMU to use as storage.

(e) Except as specifically set forth herein, LMU shall be responsible for providing all equipment, technology, and related materials deemed necessary by LMU to deliver the Courses at the Facility. This includes, but is not limited to, computers and/or laptops for use by students and personnel.

(f) LMU students and personnel can utilize the County's internet network as Guests. The County will issue access control badges to LMU for its personnel and students. LMU must assign these badges to its personnel and students that will have access to the Facility and must provide these assignments to the County. LMU agrees to immediately notify the County if there are any changes to such assignments.

6. RECOGNITION SIGNAGE.

(a) The County agrees to install signage acknowledging the financial contribution of LMU and Chewy Animal Health. Such signage will be placed both outside of the Facility and inside the classroom/multipurpose room in the general locations as depicted in the Facility site plan attached hereto as Exhibit A and will include language that is agreed upon by the County and LMU. The County shall have the sole discretion to determine the location, size, and placement of the signage. The County will prepare and provide a mockup of the design for the signage for approval by LMU prior to final production of the signage and will communicate to LMU a schedule for completion of the design and installation of the signage. The signage must be visible and displayed at a prominent location inside and outside of the Facility for a minimum of ten (10) years from the installation date of the signage ("Signage Term"). At the end of the Signage Term or any renewal terms of this Agreement, whichever is longer, the County shall have the right to remove the signage at its discretion. If the County elects to remove the signage in accordance with this provision, the County shall transfer ownership and possession of the signage to LMU at no cost, and LMU shall have the right to use, modify, or remove the signage at its discretion. Notwithstanding anything to the contrary contained herein, LMU may at any time for any reason, request removal of the signage, either temporarily or permanently, and County shall cooperate promptly and reasonably with any such request.

(b) The County and LMU shall have the right to use the signage and names in signage in all marketing, advertising, and promotional materials related to the Facility. Each party grants to the other party a limited license to include the name and trademarks of the other party on its website and in its marketing materials for the limited purposes addressed in this Agreement.

(c) LMU acknowledges, understands, and agrees that the County may solicit and obtain additional sponsors associated with the Facility to include the placement of sponsors names and logos at the Facility, the naming of other sections, areas, etc. at the Facility, and the naming of the Facility itself.

(d) The County acknowledges, understands, and agrees that LMU and Chewy Animal Health will be the exclusively named sponsors of the classroom/multipurpose room for the duration of the Signage Term.

7. CLINICAL SKILLS COURSE DESCRIPTION.

(a) LMU is responsible for the coordination and delivery of clinical skills courses and clinical education and training to LMU DVM candidates ("students"). The LMU-OPCVM Clinical Skills Courses, OPDVM 715, 725, 735, 745, 755, 765, ("Courses") are part of the preclinical curriculum for all students. The Courses progressively develop proficiency in techniques including but not

limited to: animal handling and restraint, physical examination, diagnostic and therapeutic procedures, asepsis, isolation procedures, surgery, and anesthesia.

8. COURSE DELIVERY AND DESIGN.

(a) The parties acknowledge that LMU may deliver the Courses in the designated spaces at the Facility unless otherwise agreed upon by the parties, upon completion of the Facility. Course content will be delivered primarily by LMU faculty and LMU veterinary technicians in cooperation with ancillary County personnel and the LMU Coordinator of Shelter Programs. The Courses will run all three semesters per LMU's academic year.

(b) LMU shall be responsible for designing the Courses. In designing such Courses, LMU agrees to cooperate with the County to address, at a minimum, the following elements:

- Orientation for each group of students for Facility rules, operations, procedures, and layout.
- Patient care shifts to be completed by LMU students.
- Any training and oversight that LMU is requesting participation by County personnel.
- Animal handling and other live animal labs will be developed jointly to include use of the County animals and spaces per relevant guidelines and protocols.

9. COURSE FACULTY.

(a) Course Faculty shall consist of full-time and adjunct faculty of LMU. Employment decisions for all Course Faculty shall be made by LMU at LMU's discretion. Course Faculty shall not be considered employees of the County for purposes of compensation, benefits, workers' compensation, taxes, or any other purposes as it relates to the provision of services under this Agreement. Course Faculty shall be required to comply with all County rules and requirements including any Facility rules. Any issues involving Course Faculty should be brought by the County to the attention of LMU's primary contact in a timely manner.

10. ANCILLARY INSTRUCTORS.

(a) At the beginning of each semester, the County may select County personnel to serve as Ancillary Instructor(s) to provide an approximately one-hour session to address the students and discuss Facility rules and procedures and other content pertinent to the Facility at LMU's discretion. The County and LMU may also work together to establish opportunities for students to gain practical insights and educational experiences by observing County personnel in the performance of their regular work duties, consistent with applicable policies and regulations.

(b) The selection of Ancillary Instructors must be approved by LMU's primary contact before delivering ancillary content to students.

(c) Ancillary Instructors shall be and shall remain employees of the County. Ancillary Instructors shall deliver such ancillary content in accordance with the Course Schedule and Course syllabus under the direction of LMU's Course Director/Primary Faculty as approved by the County's primary contact.

(d) Any issues involving Ancillary Instructors should be brought to the attention of the County's primary contact in a timely manner, who will immediately notify LMU's primary contact to attempt to resolve the issue.

(e) As applicable, Ancillary Instructors will be offered honorary appointments as non-employee LMU Adjunct Clinical Faculty in recognition of their participation in the Course.

11. STUDENT STATUS AND COMPLIANCE.

(a) LMU shall inform all students enrolled in the Courses that they are enrolled solely for the purpose of obtaining an educational experience and will not be considered students of the County or employees of the County for purposes of compensation, benefits, workers' compensation, taxes, or any other purposes. Students shall be required to comply with all County rules and requirements including any Facility rules. Upon the County's reasonable request, LMU shall immediately remove from the County's premises any student who poses an immediate threat or danger to patients, staff, visitors to the premises or public, or who, in any way, causes a disruption to or otherwise interferes with the daily business operations of the County.

12. ADDITIONAL FACULTY OPPORTUNITIES.

(a) Subject to all applicable County policies regarding outside/secondary employment, County personnel may also be invited to apply for Adjunct Faculty positions at LMU for the purpose of delivering lectures/labs or overseeing complete courses at CVM for first through third year students, subject to the following:

- Any didactic teaching of LMU veterinary students must be done on fully approved overload status.
- Adjunct Faculty may earn up to 10 hours of "teaching" time for the development of a new course (one time only) as mutually agreed.
- Adjunct Faculty will be compensated separately from this Agreement using established LMU pay scales.

13. CONFIDENTIALITY.

(a) The parties shall ensure that their employees and students maintain the confidentiality of all County veterinary records and information and LMU student education records. Neither party may disclose such information to other persons without prior written permission. Any breach of this confidentiality provision may result in removal of the employee or student involved. This provision shall survive the termination of this Agreement.

14. INSURANCE AND LICENSES.

(a) Throughout the term of this Agreement and during any renewal or extension term(s) of this Agreement, LMU shall maintain general liability insurance for itself, agents, officers, and employees in the amount of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as

may be required from time to time by the County. The policy of insurance shall provide that such insurance shall not be canceled, modified, or permitted to lapse without thirty (30) days prior written notice to the County. LMU must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department at least annually or as requested by the County. The certificates of insurance for the required coverages shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The Certificate Holder on the certificates of insurance should read as follows: **"Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County. LMU acknowledges that such liability insurance shall provide coverage for all faculty and students during their use of and participation in Courses and training at the Facility. This coverage shall include professional liability insurance that protects against claims arising from acts or omissions by students in the course and scope of their assigned duties at the Facility.

(b) All veterinary services, including surgeries, performed by LMU personnel or students at the Facility shall be conducted under the authority and supervision of LMU and in accordance with LMU-employed DVMs' (or otherwise licensed Florida Veterinarian) veterinary license(s). Students shall not perform any services under the Facility's or any individual Facility veterinarian's professional license unless otherwise agreed and reduced to writing, signed by both Parties.

15. RELEASE OF LIABILITY AND INDEMNIFICATION.

(a) LMU, on behalf of LMU and its members, guests, heirs, executors, administrators, successors, and assigns, hereby fully releases and discharges the County from any and all claims, demands, damages, actions, or causes of action, arising out of or related to LMU's use of the Facility.

(b) LMU agrees to indemnify, defend, and hold harmless the County, and its directors, officers, employees, representatives, agents, boards and commissions from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from:

1. LMU's use, occupancy, or activities at the Facility;
2. Any negligent or intentional misconduct or omissions by LMU, its officers, board members, employees, agents, representatives, contractors, invitees, personnel, or students;
3. LMU's contracts or relationships with third parties; and
4. Any injury, illness, or harm (including death) to third parties, including LMU's students, personnel, and faculty, occurring in connection with or as a result of LMU's use of the Facility, surrounding lands, parking structures, parking areas, roads, and appurtenant facilities, except to the extent such injury, illness, or harm is caused solely by the gross negligence or willful misconduct of the County.

(c) The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

(d) The County does not agree to and shall not indemnify LMU or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

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

16. INSPECTION.

(a) The County will, on reasonable request, permit the inspection of its Facility, equipment, supplies, and other relevant items necessary for LMU to deliver the Course and Program, by representatives of LMU and/or third-party agencies charged with responsibility for approval of facilities or accreditation of curriculum.

17. PUBLIC RECORDS.

(a) LMU 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. LMU 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. LMU shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. A request to inspect or copy public records relating to the Agreement must be made directly to the County.

IF THE LMU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LMU'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.

18. AUDIT.

(a) The parties shall retain all records relating to this Agreement for a period of at least five (5) years following termination and/or expiration of the Agreement. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. Each party to this Agreement, upon written reasonable notice, shall have the right to audit and inspect any records of the other party relating to this Agreement to ensure compliance with the terms of this Agreement. This provision shall survive the termination or expiration of this Agreement.

19. APPROPRIATED FUNDS.

(a) LMU 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 associated with the Facility, including construction, maintenance, and operation of such. 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. Nothing in this Agreement shall obligate the County to LMU to expand appropriations or to enter into any contract or other obligation.

20. HUMAN TRAFFICKING ATTESTATION.

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

1. LMU 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, LMU does use coercion for labor or services, LMU 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.

21. INDEPENDENT CONTRACTOR STATUS.

(a) In the performance of all work, duties, and obligations contemplated herein, LMU and the County are at all times independent contractors, and not joint venturers or agents of the other. Neither party nor their respective faculty, staff, employees, students, or agents shall be or claim to be the faculty, staff, employee, student, or agent of the other.

22. NO ASSIGNMENT.

(a) LMU 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 LMU without such prior written consent shall be null and void.

23. 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.

24. NONDISCRIMINATION.

(a) Neither LMU nor the County will discriminate against any person on the basis of race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, veteran status, sexual orientation, marital status, parental status, gender, gender identity, gender expression, and genetic information.

25. NO WAIVER.

(a) The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

26. MISCELLANEOUS.

(a) Neither party shall not make any public reference to this Agreement or the services contemplated herein, including recruiting and marketing materials, or submit any documents to accrediting professional organizations which refer to the other party without the express, written consent of the other party, which consent shall not be unreasonably withheld.

(b) LMU represents that its employees and students participating under this Agreement are authorized to be in the United States under applicable federal law.

(c) The Agreement may only be modified or amended by written agreement duly authorized and executed by the parties hereto.

(d) If any term or provision of this Agreement is found to be illegal or unenforceable, this remainder of this Agreement shall remain in full force and such terms or provision shall be deemed stricken.

(e) This Agreement shall be governed in all respects by the laws of the State of Florida and venue for all actions shall lie in Clay County, Florida.

(f) This Agreement constitutes the entire agreement between LMU and the County and no representations, inducements, promises, or agreements, oral or otherwise, which are not contained herein, shall be effective for any purpose. This Agreement supersedes all prior oral and/or written agreements between the parties.

(g) This Agreement shall become effective upon the last date signed below ("Effective Date"). 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. The undersigned represents that he/she is authorized to enter into and sign this Agreement on behalf of the party for which he/she is signing.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have caused this Cooperative Agreement to be executed as of the last date set forth below.

LINCOLN MEMORIAL UNIVERSITY
6965 Cumberland Gap Parkway
Harrogate, TN 37752

By: _____

Print Name: _____

Print Title: _____

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

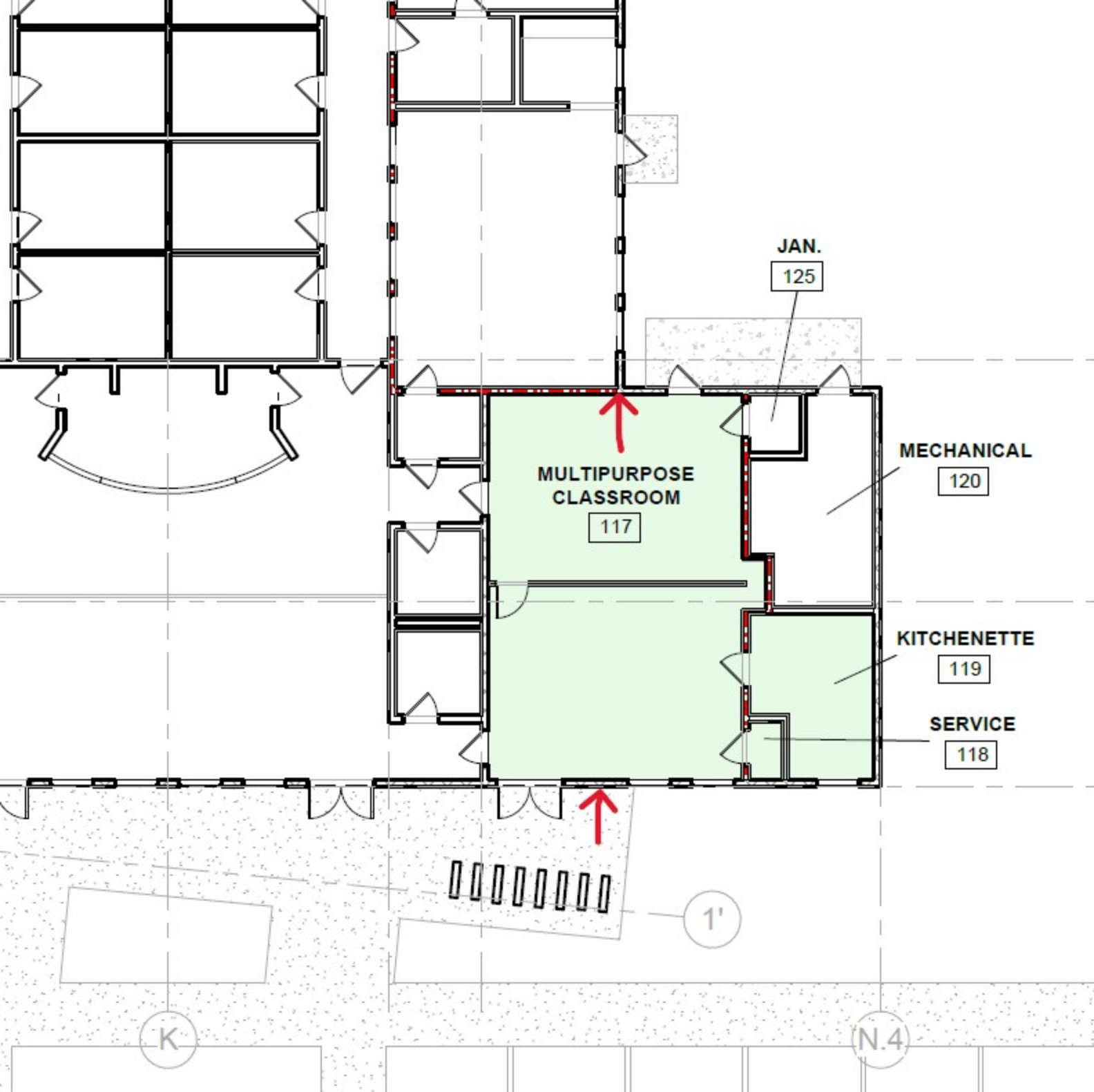
By: _____
Betsy Condon
Its Chairman

ATTEST:

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

F:\Contract\Donations-Sponsorships\Animal Services Shelter\LMU-ClayCounty agreement 4.9.25 - updated.docx

EXHIBIT A





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners

DATE: 4/2/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
PSA- Strickland	Agreement/Contract	4/14/2025	803__704_Purchase_Agreement_signedada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/16/2025 - 10:43 AM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. _____
(BTP – PROJECT #6A - CR 315 (Maryland to US 17))

PERMANENT EASEMENT PURCHASE AGREEMENT

THIS PERMANENT EASEMENT PURCHASE AGREEMENT (“Agreement”) is made this 10 day of APRIL 2025, by and between **CLAY COUNTY**, a political subdivision of the State of Florida, with an address of P. O. Box 1366, Green Cove Springs, Florida 32043 (the “County”), and **Lonnie Clarence Strickland, III and Bobbiejo M. Strickland, husband and wife**, whose address is 1540 CR 315, Green Cove Springs, FL 32043 (the “Grantor”). (County and the Grantor are sometimes hereinafter individually referred to as a “Party” or collectively as the “Parties”).

RECITALS:

Grantor is the owner of a certain parcel of real property located in Clay County, Florida, identified as Parcel No. 33-05-26-014469-001-00. The County desires a permanent easement over a 2,290 square foot section of this parcel for drainage purposes, in connection with improvements along CR 315, which easement area is particularly described as Parcel 803 in **Exhibit “A”** attached hereto and incorporated herein by this reference, together with all improvements thereon, specifically including all landscaping, and all rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, the “Easement”). Additionally, the County desires a Temporary Construction Easement, Parcel 704, to allow for a harmonious tie-in for Seller’s driveway to the new roadway limits. The County will restore the existing gravel driveway slope by grading into the property approximately forty feet from the right of way line and placing stabilized aggregate within those limits. A License Agreement, Parcel 902 will be executed by Grantor in order to provide the County access.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the County and Grantor hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Grantor agrees to sell to the County and the County agrees to purchase from Grantor the Easement in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Purchase Price.** The purchase price to be paid by the County at Closing and only in the event of Closing for the Permanent Easement, Parcel 803, and a Temporary Construction Easement, Parcel 704, shall be \$60,014.00, which specifically includes the Easement land value and replacement costs for 2,158 square feet of landscaping, 132 square feet of gravel driveway, 206 linear feet of wood fencing, two five-foot-wide metal gates, two five-foot-wide wood gates, and a three-foot-wide wood gate, all currently located within the Easement area, as well as all statutory costs and fees, in particular, but not limited to, attorney fees, and engineer, land planner and general contractor costs.

At Closing, the County shall also pay: (i) the costs of recording the Permanent Easement and the Temporary Construction Easement delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by the County; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment.

At Closing, the Grantor shall pay all costs to prepare and record any documents necessary to cure any title defect, if needed.

Except as provided above, each Party shall pay its own attorneys or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Clay County, Florida.

3. **Conditions and Limitations.**

a. Closing shall occur within thirty (30) days after execution, on a date specified by the County upon not less than ten (10) days' written notice to Grantor (the "Closing Date"), at the offices of the County's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

b. At the Closing, Grantor shall execute a closing statement and shall execute and deliver to the County a Permanent Easement (the "Permanent Easement") and a Temporary Construction Easement (the "Temporary Construction Easement") in substantially the form and content attached hereto as **Exhibit "B"** and incorporated herein by reference.

c. Grantor expressly represents and warrants that no Hazardous Substances have been released, stored, disposed of or discharged upon the Easement or upon any immediately adjacent property owned at any time by the Grantor.

4. **General Provisions.**

a. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

b. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

c. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the County.

d. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

e. This Agreement shall be interpreted under the laws of the State of Florida and venue for any legal action authorized hereunder shall be in the courts of Clay County, Florida.

f. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

g. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations.

h. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

i. The parties agree that electronic signatures may be utilized and that a digital signature of the party or witness set forth below is intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

5. **Not an Offer**. Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

6. **Waiver of Jury Trial**. GRANTOR AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE GRANTOR'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

7. **No Representation or Warranty of Facilities**. Grantor acknowledges and agrees that this Agreement is not contingent upon County's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

8. **Release of County**. By execution of this Agreement, Grantor acknowledges and agrees that as of the date of Grantor's execution and delivery of the Permanent Easement, Grantor shall thereby release and discharge the County of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor's conveyance of the Permanent Easement to the County, including, without limitation, any claim for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages. Nothing herein shall be deemed to release County from its obligations or liabilities under this Agreement nor serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes. A covenant shall be contained in the

Permanent Easement acknowledging Grantor's agreement to the foregoing. Provided that the County constructs the project according to the construction plans and commitments contained herein.

“Remainder of page intentionally left blank”

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

Witnesses:

m myall
Print Name: Maria Bryant
Address: 601 N. ORANGE AVE
GCS FL 32043

C Simpson
Print Name: Chelsea Simpson
Address: 601 N. Orange Ave
Green Cove Springs FL 32043

Witnesses:

m myall
Print Name: Maria Bryant
Address: 601 N ORANGE AVE
GCS FL 32043

C Simpson
Print Name: Chelsea Simpson
Address: 601 N. Orange Ave
Green Cove Springs FL 32043

SELLER:

By: *Lonnie Clarence Strickland, III*
Lonnie Clarence Strickland, III
Date: 04/10/2025

SELLER:

By: *Bobbiejo M. Strickland*
Bobbiejo M. Strickland
Date: 04/10/2025

COUNTY:

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Betsy Condon, Its Chairman

ATTEST:

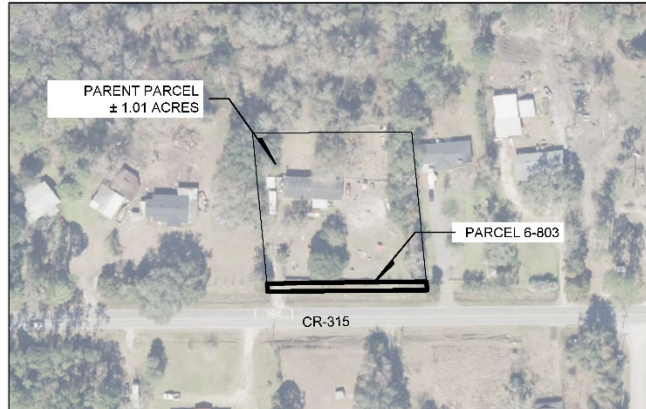
Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Exhibit A

LEGAL DESCRIPTION

PARCEL 6-803

A PERPETUAL EASEMENT LYING IN PARCEL ID: 33-05-26-014469-001-00 AS
PER OFFICIAL RECORD BOOK 4050 PAGE 109
CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PERPETUAL EASEMENT LYING IN OFFICIAL RECORD BOOK 4050, PAGE 109, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OFFICIAL RECORD BOOK 4050 PAGE 109, LOCATED ALONG THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE ALONG SAID NORTHERLY RIGHT OF LINE SOUTH 89°28'04" WEST A DISTANCE OF 210.00 FEET TO THE WEST LINE OF SAID PARCEL; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE NORTH 05°32'27" WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 10.34 FEET; THENCE NORTH 88°45'06" EAST A DISTANCE OF 55.86 FEET; THENCE NORTH 89°28'04" EAST A DISTANCE OF 154.08 FEET TO THE EAST LINE OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL SOUTH 05°32'27" EAST A DISTANCE OF 11.04 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINING 2,290 SQUARE FEET, MORE OR LESS.

PREPARED FOR/ CERTIFIED TO:

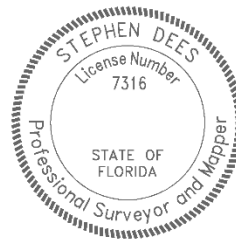
CLAY COUNTY

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE SJ-17.050 THROUGH SJ-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2024 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORDS BOOK 4050, PAGE 109
 - PDOT SECTION NO. 71507-2601
 - ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF SOUTH 89°28'04" WEST ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 315.

FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316



THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

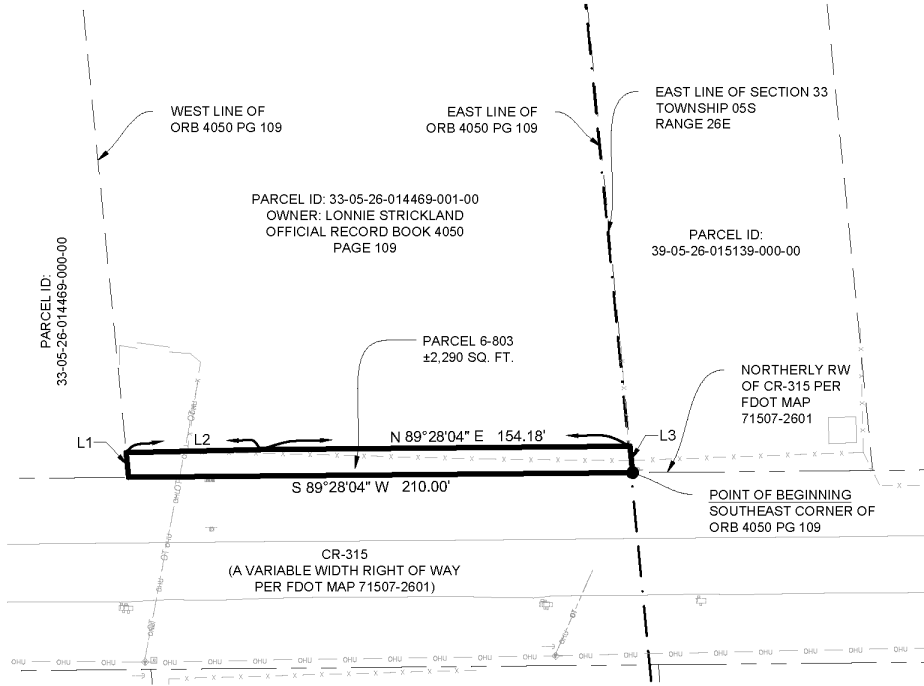
LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:		REVISION:		BY:
06/19/2024		REVISE GEOMETRY BASED ON DESIGN		GC
OFFICE		GC	DATE: 06/19/2024	JOB: CR-315 (6)
CHECKED		SD	DWG PE 6-803	SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL 6-803

A PERPETUAL EASEMENT LYING IN PARCEL ID: 33-05-26-014469-001-00 AS
PER OFFICIAL RECORD BOOK 4050 PAGE 109
CLAY COUNTY, FLORIDA

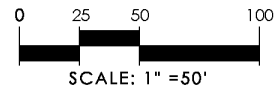


LEGEND:

ORB = OFFICIAL RECORD BOOK
PG = PAGE
RW = RIGHT OF WAY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
CR = COUNTY ROAD

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	10.34'	N5°32'27"W
L2	55.86'	N88°45'06"E
L3	11.04'	S5°32'27"E



THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 8091 - LB No. 7055

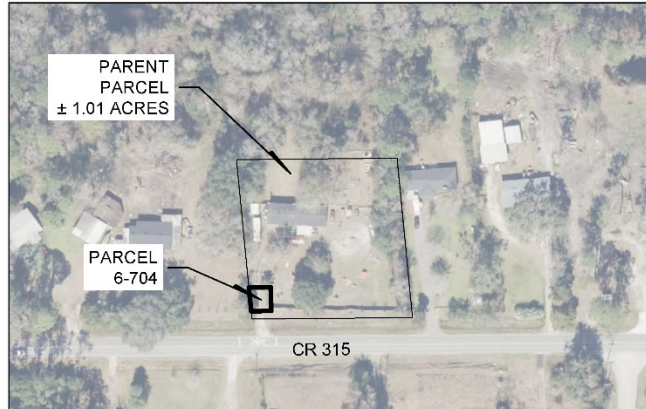
LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:	REVISION:	BY:
06/19/2024	REVISE GEOMETRY BASED ON DESIGN	GC
OFFICE	GC	DATE: 06/19/2024
CHECKED	SD	DWG: PE 6-803
		JOB: CR-315 (6)
		SHEET 2 OF 2

LEGAL DESCRIPTION

PARCEL 6-704

A TEMPORARY CONSTRUCTION EASEMENT LYING IN PARCEL ID:
33-05-26-014469-001-00 PER OFFICIAL RECORD BOOK 4050 PAGE 109
CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LYING IN OFFICIAL RECORD BOOK 4050, PAGE 109, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 4050 PAGE 109, LOCATED ALONG THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE DEPARTING THE SAID NORTHERLY RIGHT OF WAY LINE NORTH 05°32'27" WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 10.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 05°32'27" WEST A DISTANCE OF 31.09 FEET; THENCE DEPARTING SAID WEST LINE NORTH 88°45'06" EAST A DISTANCE OF 28.47 FEET; THENCE SOUTH 01°14'54" EAST A DISTANCE OF 31.00 FEET; THENCE SOUTH 88°45'06" WEST A DISTANCE OF 26.14 FEET TO THE POINT OF BEGINNING.

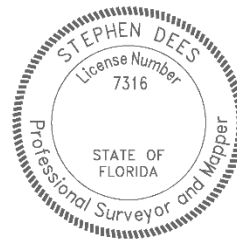
TEMPORARY CONSTRUCTION EASEMENT CONTAINING 847 SQUARE FEET, MORE OR LESS.

PREPARED FOR/ CERTIFIED TO:

CLAY COUNTY

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2024 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORDS BOOK 4050, PAGE 109
 - FDOT SECTION NO. 71507-2601
 - ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 315.



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

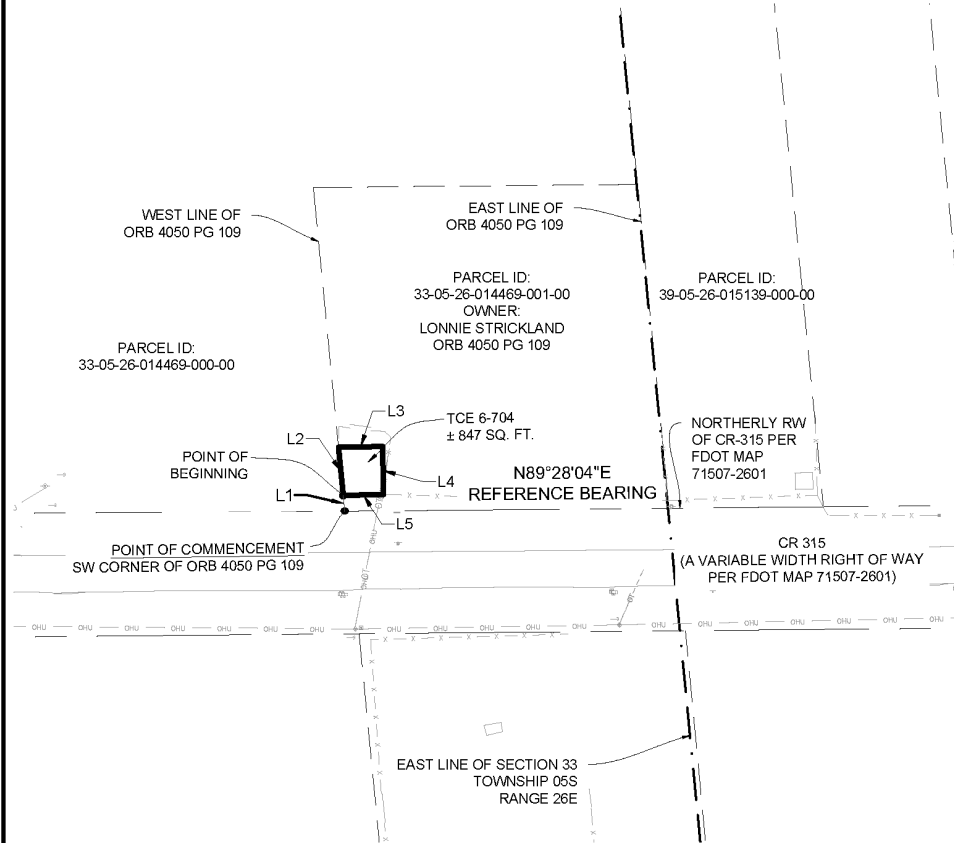
LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:		REVISION:		BY:
06/19/2024		REVISE GEOMETRY BASED ON DESIGN		GC
OFFICE	GC	DATE:	06/19/2024	JOB: CR-315 (6)
CHECKED	SD	DWG	TCE 6-704	SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL 6-704

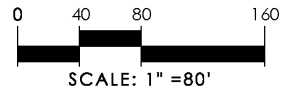
A TEMPORARY CONSTRUCTION EASEMENT LYING IN PARCEL ID:
33-05-26-014469-001-00 PER OFFICIAL RECORD BOOK 4050 PAGE 109
CLAY COUNTY, FLORIDA



LEGEND:

ORB = OFFICIAL RECORD BOOK
PG = PAGE
RW = RIGHT OF WAY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
CR = COUNTY ROAD

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	10.34'	N5°32'27\"W
L2	31.09'	N5°32'27\"W
L3	28.47'	N88°45'06\"E
L4	31.00'	S1°14'54\"E
L5	26.14'	S88°45'06\"W



THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:		REVISION:		BY:
06/19/2024		REVISE GEOMETRY BASED ON DESIGN		GC
OFFICE	GC	DATE:	06/19/2024	JOB: CR-315 (6)
CHECKED	SD	DWG:	TCE 6-704	SHEET 2 OF 2

Exhibit B

This instrument prepared by and
Record and Return to:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

Portion of R. E. Parcel No.:
33-05-26-014469-001-00

[Reserved for Recording Department]

GRANT OF PERMANENT EASEMENT FOR DRAINAGE

This Grant of Permanent Easement made this ____ day of _____, 2025, by **Lonnie Clarence Strickland, III and Bobbiejo M. Strickland, husband and wife**, whose address is 1540 CR 315, Green Cove Springs, FL 32043 (the "Grantor"), unto **CLAY COUNTY, a political subdivision of the State of Florida**, whose mailing address is Post Office Box 1366, Green Cove Springs, Florida 32043 (the "County").

IN CONSIDERATION of the sum of one dollar (\$1.00) in hand paid by the County to the Grantor, the receipt of which is hereby acknowledged by the Grantor and all objections to the sufficiency and adequacy of which are hereby waived by the Grantor, the Grantor does hereby grant, convey, assign, remise, release, and quitclaim unto the County a permanent easement (the "Easement") as described in attached Exhibit A, for the purposes of drainage upon, over, under, and across the lands of the Grantor.

The Easement is perpetual in duration and is exclusive to the County.

The County shall have the right at any and all reasonable times to enter upon the Easement for the purposes of constructing, or installing in or under the ground within the Easement, and thereafter to maintain or remove the same, as well as temporary, fixed or permanent facilities for stormwater, groundwater or any other water drainage purposes, including but not limited to open ditches, underground pipes or culverts, swales, inlets, storm drains, and the like. The County shall maintain any facilities which it may have constructed or installed within the Easement in a reasonable condition and shall not be restricted hereby with respect to the quantity or source of stormwater, groundwater or other water entering within the Easement so long as said water is contained entirely within.

The Grantor reserves the right to cross over, pave over, and traverse the easement so long as it does not interfere with or impede the County's stated use of said easement.

The Easement and any access easement granted hereby, and the covenants contained herein, are binding upon Grantor and Grantor's heirs, successors and assigns and shall run with the land of the Grantor adjacent to the Easement with respect to any drainage and access easement

granted hereby. The Grantor releases and discharges the County of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor's conveyance of the Permanent Easement to the County, including, without limitation, any claim for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESSES

Lonnie Clarence Strickland, III

Print name: _____
Address: _____

Grantor

Print name: _____
Address: _____

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2025, by **Lonnie Clarence Strickland, III**, who is () personally known to me or () who has produced _____ as identification.

(Notary Seal)

Notary Public
Print Name: _____
My Commission Expires: _____

WITNESSES

Bobbiejo M. Strickland

Print name: _____

Address: _____

Grantor

Print name: _____

Address: _____

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of (____) physical presence or (____) online notarization, this _____ day of _____, 2025, by **Bobbiejo M. Strickland**, who is (____) personally known to me or (____) who has produced _____ as identification.

(Notary Seal)

Notary Public

Print Name: _____

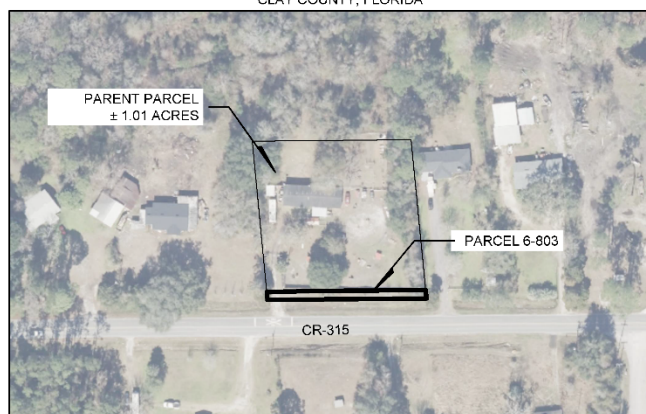
My Commission Expires: _____

Exhibit A

LEGAL DESCRIPTION

PARCEL 6-803

A PERPETUAL EASEMENT LYING IN PARCEL ID: 33-05-26-014469-001-00 AS
PER OFFICIAL RECORD BOOK 4050 PAGE 109
CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PERPETUAL EASEMENT LYING IN OFFICIAL RECORD BOOK 4050, PAGE 109, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OFFICIAL RECORD BOOK 4050 PAGE 109, LOCATED ALONG THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE ALONG SAID NORTHERLY RIGHT OF LINE SOUTH 89°28'04" WEST A DISTANCE OF 210.00 FEET TO THE WEST LINE OF SAID PARCEL; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE NORTH 05°32'27" WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 10.34 FEET; THENCE NORTH 88°45'06" EAST A DISTANCE OF 55.86 FEET; THENCE NORTH 89°28'04" EAST A DISTANCE OF 154.08 FEET TO THE EAST LINE OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL SOUTH 05°32'27" EAST A DISTANCE OF 11.04 FEET TO THE **POINT OF BEGINNING**

PARCEL CONTAINING 2,290 SQUARE FEET, MORE OR LESS.

PREPARED FOR/ CERTIFIED TO:

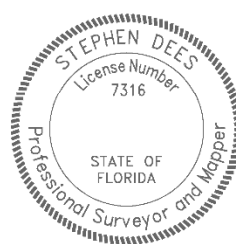
CLAY COUNTY

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE 'STANDARDS OF PRACTICE', AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE SJ-17.050 THROUGH SJ-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2024 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORDS BOOK 4050, PAGE 109
 - FDOT SECTION NO. 71507-2601
 - ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF SOUTH 89°28'04" WEST ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 315.

FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316



THIS IS NOT A SURVEY



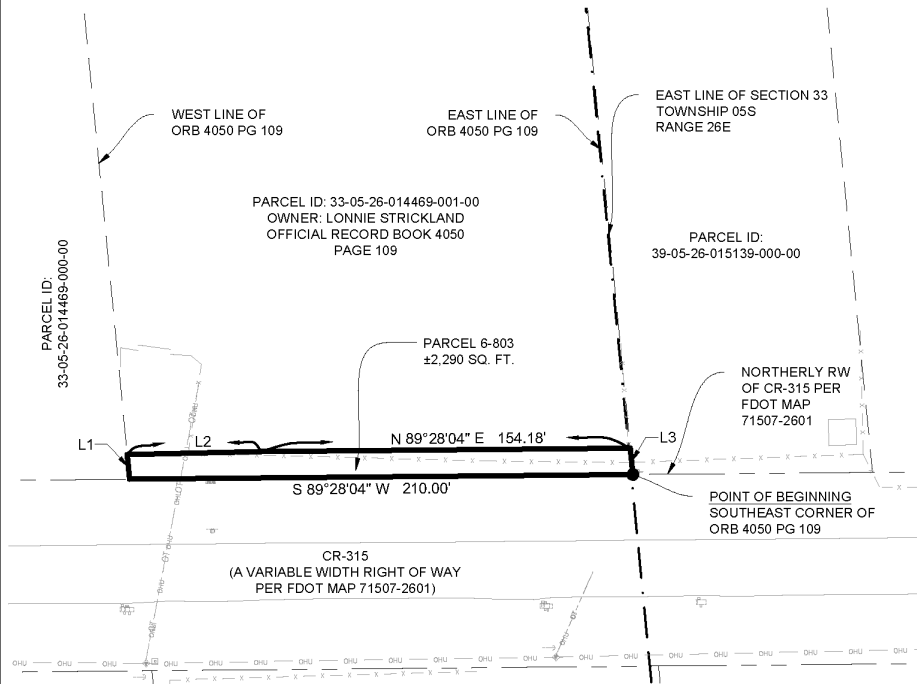
4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 9091 - LB No. 7055

LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.		DATE:	REVISION:		BY:
		06/19/2024	REVISE GEOMETRY BASED ON DESIGN		GC
OFFICE	GC	DATE:	06/19/2024	JOB: CR-315 (6)	
CHECKED	SD	DWG	PE 6-803	SHEET 1 OF 2	

LEGAL DESCRIPTION

PARCEL 6-803

A PERPETUAL EASEMENT LYING IN PARCEL ID: 33-05-26-014469-001-00 AS
PER OFFICIAL RECORD BOOK 4050 PAGE 109
CLAY COUNTY, FLORIDA

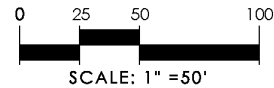


LEGEND:

ORB = OFFICIAL RECORD BOOK
PG = PAGE
RW = RIGHT OF WAY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
CR = COUNTY ROAD

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	10.34'	N5°32'27\"W
L2	55.86'	N88°45'06\"E
L3	11.04'	S5°32'27\"E



THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:		REVISION:		BY:
06/19/2024		REVISE GEOMETRY BASED ON DESIGN		GC
OFFICE	GC	DATE:	06/19/2024	JOB: CR-315 (6)
CHECKED	SD	DWG:	PE 6-803	SHEET 2 OF 2

Prepared by:
Clay County Attorney's Office

After Recording Return to:
Clay County
P.O. Box 1366
Green Cove Springs, FL 32043

Project: Roadway Improvements
PROJECT #6A - CR 315 (Maryland to US 17)

Tax Parcel ID No.: 33-05-26-014469-001-00

Address: 1540 CR 315
Green Cove Springs, FL 32043

TEMPORARY CONSTRUCTION EASEMENT

(Parcels 704)

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement Agreement") is made this ____ day of _____ 2025, by and between **Lonnie Clarence Strickland, III and Bobbiejo M. Strickland, husband and wife**, whose address is 1540 CR 315, Green Cove Springs, FL 32043 ("Grantor"), and **CLAY COUNTY**, a political subdivision of the State of Florida, the address of which is P.O. Box 1366, Green Cove Springs, FL 32043 its successors and assigns, ("Grantee").

RECITALS:

Grantor is the owner of certain real property in Clay County, Florida ("Grantor's Property") which abuts certain roadway improvements on CR 315 (Maryland to US 17), (the "Project"). In conjunction with the Project, the Grantee desires to acquire and the Grantor desires to grant an easement, right and privilege to enter upon that portion of the Grantor's Property as more particularly described on ***Exhibit "A"*** attached hereto and incorporated herein (the "Easement Area") for construction purposes.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. The foregoing recitals are true and correct and hereby incorporated into and made a part of this Easement Agreement.

2. Grantor hereby grants to the Grantee, its employees, agents, engineers, contractors and other representatives ("Grantee's User's") the right and easement to enter upon the Easement Area with equipment, vehicles and materials and to perform all construction work related to the Project as Grantee deems necessary or prudent, including, without limitation, clearing, grubbing, excavation, sloping, grading, storage of materials and equipment and materials, relocation of

utilities, reconfiguration of sidewalks, driveways and drainage and all other work to conform and harmonize the Easement Area and improvements thereon with Grantor's adjoining property (the "Work").

3. The easement granted herein shall be for a term beginning upon the commencement date of the Project and ending upon completion of the Project.

4. Grantor covenants that Grantor is the true and lawful owner in fee title of the Grantor's Property, has authority and control over the Grantor's Property and has good right and full power to enter this Easement Agreement and grant this Easement without consent or approval of any other person or party.

5. Grantor acknowledges and agrees that as of the date of Grantor execution and delivery of this Easement Agreement, Grantor hereby remises, releases, and forever discharges the Grantee, of and from all, and all manner of action and actions, cause and causes of action for any claim for loss relating to Grantor's affected interest, severance damages, business damages or any other similar damages; provided, such release shall not release Grantee from any damages caused by the negligence or intentional wrongdoing of Grantee or Grantee's Users.

IN WITNESS WHEREOF, this Easement has been executed this _____ day of _____ 2025.

Signed, sealed and delivered in
Our presence as Witnesses

Lonnie Clarence Strickland, III

Print Name: _____
Address: _____

Grantor

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2025 by **Lonnie Clarence Strickland, III**, who () is/are personally known to me or () who has/have produced _____ as identification.

Notary Public, State and County Aforesaid
Printed Name: _____
My Commission Expires: _____
Commission No.: _____
() Online Notary (Check if acknowledgment
done by Online Notarization).

Signed, sealed and delivered in
Our presence as Witnesses

Bobbiejo M. Strickland

Print Name: _____

Address: _____

Grantor

Print Name: _____

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2025 by **Bobbiejo M. Strickland**, who () is/are personally known to me or () who has/have produced _____ as identification.

Notary Public, State and County Aforesaid

Printed Name: _____

My Commission Expires: _____

Commission No.: _____

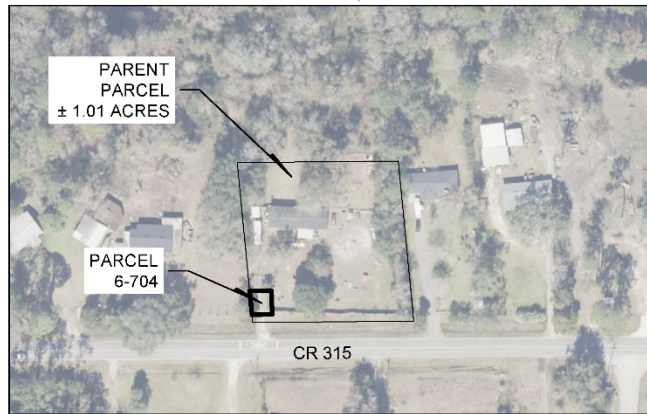
() Online Notary (Check if acknowledgment
done by Online Notarization).

Exhibit A

LEGAL DESCRIPTION

PARCEL 6-704

A TEMPORARY CONSTRUCTION EASEMENT LYING IN PARCEL ID:
33-05-26-014469-001-00 PER OFFICIAL RECORD BOOK 4050 PAGE 109
CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

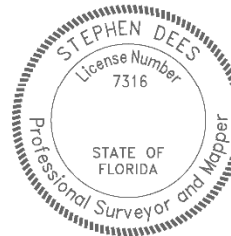
A TEMPORARY CONSTRUCTION EASEMENT LYING IN OFFICIAL RECORD BOOK 4050, PAGE 109, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 4050 PAGE 109, LOCATED ALONG THE NORTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE DEPARTING THE SAID NORTHERLY RIGHT OF WAY LINE NORTH 05°32'27" WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 10.34 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID WEST LINE NORTH 05°32'27" WEST A DISTANCE OF 31.09 FEET; THENCE DEPARTING SAID WEST LINE NORTH 88°45'06" EAST A DISTANCE OF 28.47 FEET; THENCE SOUTH 01°14'54" EAST A DISTANCE OF 31.00 FEET; THENCE SOUTH 88°45'06" WEST A DISTANCE OF 26.14 FEET TO THE **POINT OF BEGINNING**.

TEMPORARY CONSTRUCTION EASEMENT CONTAINING 847 SQUARE FEET, MORE OR LESS.

PREPARED FOR/
CERTIFIED TO:

CLAY COUNTY

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE 'STANDARDS OF PRACTICE', AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053 OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2024 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT, DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORDS BOOK 4050, PAGE 109
 - 5.2. FDOT SECTION NO. 71507-2601
6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
8. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 315.

FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert. No. 6091 - LB No. 7055

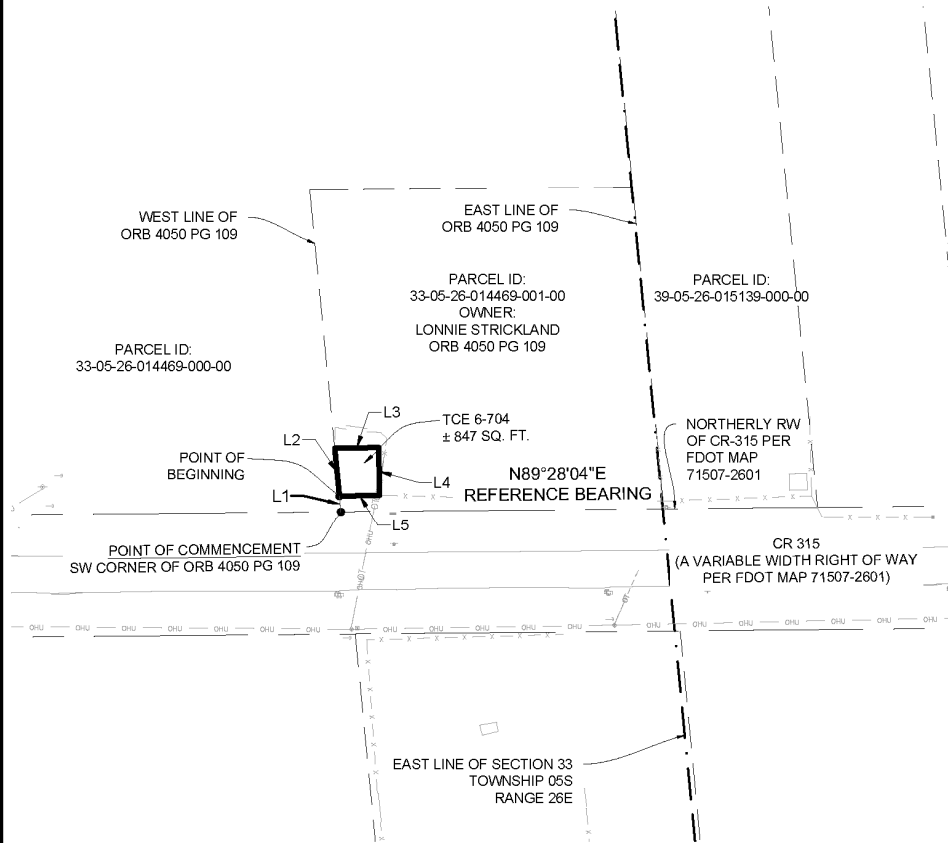
LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:		REVISION:		BY:
06/19/2024		REVISE GEOMETRY BASED ON DESIGN		GC
OFFICE		GC	DATE: 06/19/2024	JOB: CR-315 (6)
CHECKED	SD	DWG	TCE 6-704	SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL 6-704

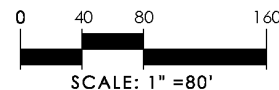
A TEMPORARY CONSTRUCTION EASEMENT LYING IN PARCEL ID:
33-05-26-014469-001-00 PER OFFICIAL RECORD BOOK 4050 PAGE 109
CLAY COUNTY, FLORIDA



LEGEND:

ORB = OFFICIAL RECORD BOOK
PG = PAGE
RW = RIGHT OF WAY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
CR = COUNTY ROAD

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	10.34'	N5°32'27\"W
L2	31.09'	N5°32'27\"W
L3	28.47'	N88°45'06\"E
L4	31.00'	S1°14'54\"E
L5	28.14'	S88°45'06\"W



THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wglinc.com
Cert No. 6091 - LB No. 7055

LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:		REVISION:		BY:
06/19/2024		REVISE GEOMETRY BASED ON DESIGN		GC
OFFICE	GC	DATE:	06/19/2024	JOB: CR-315 (6)
CHECKED	SD	DWG:	TCE 6-704	SHEET 2 OF 2



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the Fifth Amendment to Phase 2 Construction Agreement 2022/2023-18 for the Bonded Transportation Program CMAR Group #1, Project 4 with Kiewit Infrastructure South Co. increasing the total cost in the amount of \$265,471.66 to include the work associated with Change Orders and Plan Revisions and to include an incentive payment for reaching substantial completion 35 working days prior to the Incentive-Disincentive Completion Date.

Funding Source:

Capital Improvement Fund - 2020 Bond Construction Fund - Mobility-Lake Asbury-GCS Fund
-Sandridge-Henley-CR209 - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Change Orders total \$61,841.66 and include sidewalk and crosswalk modifications (\$71,888.63), and a credit for asphalt (-\$10,046.97). Substantial Completion of Project 4 was achieved on February 14, 2025, 35 working days ahead of the Incentive-Disincentive Completion Date of April 7, 2025. Pursuant to the Agreement, the Contractor is entitled to \$5,818.00 per day for 35 days for a total of \$203,630.00.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source:

Capital Improvement Fund - 2020 Bond Construction Fund - Mobility-Lake Asbury-GCS Fund
- Sandridge-Henley-CR209 - Infrastructure

Account Nos:
FD3003/FD3010/FD3012 - PRJ100200 - 563000

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ Contracts_CMAR BTP Kiewit	Agreement/Contract	4/15/2025	Kiewit_CMAR_Group_1 - _Phase_2_Project_4_AM5.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/16/2025 - 8:21 AM	Item Pushed to Agenda

Clay County Agreement/Contract No. 2022/2023-18 AM5

**FIFTH AMENDMENT TO PHASE 2 CONSTRUCTION AGREEMENT FOR THE
BONDED TRANSPORTATION PROGRAM CMAR GROUP #1, PROJECT 4**

This Fifth Amendment to Phase 2 Construction Agreement for the Bonded Transportation Program CMAR Group #1, Project 4 (“Fifth Amendment”) is entered into this ____ day of April, 2025, between Clay County, a political subdivision of the State of Florida (the “County”) and Kiewit Infrastructure South Co., a Delaware Corporation (“Contractor”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Phase 2 Agreement.

RECITALS

WHEREAS, the County sold Sales Surtax Revenue Bonds, Series 2020 to finance the costs of the acquisition and construction of certain roadway improvements in the County referred to by the County as the Bonded Transportation Program (“BTP”); and

WHEREAS, on September 8, 2020, the County entered into an Agreement with WGI, Inc. (“Owners Rep”) wherein the Owners Rep agreed to serve as the County’s representative to oversee the design and construction (by others) in relation to the BTP; and

WHEREAS, on July 27, 2021, the County entered into an agreement with GAI Consultants, Inc. (“Consultant”) wherein the Consultant agreed to provide Engineering Design Consultant Services for the design of two roadway projects associated with the BTP designated as Construction Management at Risk (“CMAR”) Group #1, Project 3 (CR 209 from Sandridge Road to CR 315B) and Project 4 (Sandridge Road (CR 739B) from Henley Road (CR 739) to West of Russell Road (CR 209)); and

WHEREAS, on September 14, 2021, the County entered into a Phase 1 Preconstruction Agreement with the Contractor for CMAR Group #1, Projects 3 and 4, Clay County Agreement/Contract No. 2020/2021-260 (“Phase 1 Agreement”), wherein the Contractor agreed to provide Phase 1 preconstruction design phase assistance, to collaborate with the Owners Rep, the Consultant, and the County (Project Team) to develop an open book Guaranteed Maximum Price (“GMP”) proposal tied to a final completion date for the construction of the two roadway projects, and to complete Phase 2 construction if the GMP for Project 3 and/or Project 4 is accepted by the County; and

WHEREAS, the Consultant completed a set of contract documents/plans including 30%, 60%, and 90% plans, specifications, supporting engineering analysis, calculations, and other technical documents for the construction of CMAR Group #1, Project 4 (“Contract Plans”); and

WHEREAS, on October 25, 2022, the County entered into an Agreement with the Contractor for Phase 2 Construction of Project 4, Clay County Agreement/Contract No.: 2022/2023-18, incorporated herein by reference, wherein the Contractor agreed to construct the

Road Work for Project 4 in accordance with the Contract Plans and approved GMP (“Phase 2 Agreement”); and

WHEREAS, on January 10, 2023, the County entered into an Interlocal Agreement with Clay County Utility Authority (CCUA) Re: Road Work and Utility Work for the Improvement of Sandridge Road, Clay County Agreement/Contract No.: 2022/2023-80 (“Interlocal Agreement”), to address CCUA’s coordination with the County to have CCUA’s Utility Work performed at the same time as the Road Work associated with Project 4 utilizing the County’s contracts for design with the Consultant (GAI) and construction with the Contractor (Kiewit); and

WHEREAS, in accordance with the Interlocal Agreement, CCUA has agreed to pay the County for certain costs associated with the incorporation of the Utility Work into the County’s contracts for the design and construction of the Road Work so that both the Road Work and the Utility Work may be completed as an integrated whole; and

WHEREAS, on April 11, 2023, the County and the Contractor entered into the First Amendment to the Phase 2 Agreement, incorporated herein by reference, to amend the Phase 2 Agreement to provide for the Contractor’s construction of the Utility Work in the amount of \$1,346,596.15; and

WHEREAS, on May 14, 2024, the County and the Contractor entered into the Second Amendment to the Phase 2 Agreement, incorporated herein by reference, to amend the Phase 2 Scope of Work to allow for the modifications and changes to the Work as identified in the seven Change Orders attached to the Second Amendment in the total amount of \$213,978.93; and

WHEREAS, on August 27, 2024, the County and the Contractor entered into the Third Amendment to the Phase 2 Agreement, incorporated herein by reference, to amend the Phase 2 Scope of Work to allow for the modifications and changes to the Work as identified in the nine Change Orders and Plan Revisions in the total amount of \$192,792.53; and

WHEREAS, on December 13, 2024, the County and the Contractor entered into the Fourth Amendment to the Phase 2 Agreement, incorporated herein by reference, to amend the Phase 2 Scope of Work to allow for the modifications and changes to the Work as identified in the Change Orders and Plan Revisions attached to the Fourth Amendment in the total amount of \$25,993.19, adjust the Substantial and Final Completion Dates by 13 days to account for certain Hurricane weather days, and amend the Incentive-Disincentive Completion Date in Attachment E associated with Project 4 to reflect the adjusted Substantial Completion Date; and

WHEREAS, in accordance with provision 8.1 of the Phase 2 Agreement, Change Orders shall be used when necessary to clarify the Work; to provide for a change in the Work; to provide for an adjustment to the Contract Price; to provide for a time extension; to settle contract claims; to provide for unforeseen or unanticipated circumstances, and to make Project 4 functionally operational in accordance with the intent of the Agreement; and

WHEREAS, Change Orders and Plan Revisions addressing certain necessary changes to

the scope of work for Project 4 in the net total amount of \$61,841.66, which are attached hereto as Attachment 1 and summarized in the Change Order Log attached as the cover sheet of Attachment 1 and incorporated herein, have been submitted to the County. Such Change Orders and Plan Revisions have been reviewed and agreed upon by the Owners Rep, CEI, Contractor, and the County's Construction Manager; and

WHEREAS, Substantial Completion of Project 4 was achieved on February 14, 2025 ahead of the Incentive-Disincentive Completion Date of April 7, 2025; and

WHEREAS, in accordance with Section 13 of the Phase 2 Agreement, the County has determined that the Contractor is entitled to an incentive payment in the total amount of \$203,630.00; and

WHEREAS, the Phase 2 Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor; and

WHEREAS, the parties desire to enter into this Fifth Amendment to the Phase 2 Agreement to amend the Scope of Work and Contract Price as set forth herein.

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

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Scope of Work Modifications. The Scope of Work to be performed by the Contractor pursuant to the Phase 2 Agreement is hereby amended to allow for the modifications and changes to the Work as identified in the Change Orders and Plan Revisions (Change Order Log PCO 23, 27, 28, 29, 30 and an Asphalt Credit), which are attached hereto as Attachment 1 and incorporated herein, in the net total amount of \$61,841.66.

3. Incentive Payment. In accordance with Section 13 of the Phase 2 Agreement, the Contractor is entitled to an incentive payment in the total amount of \$203,630.00 for achieving substantial completion of Project 4 prior to the Incentive-Disincentive Completion Date set forth in Attachment E to the Phase 2 Agreement as modified by the Fourth Amendment.

4. Contract Price Adjustment. The Contract Price, as previously amended, is hereby increased by an additional \$265,471.66 to include the Work associated with the Change Orders and Plan Revisions and the incentive payment as addressed herein. Accordingly, provision 6.1 in SECTION 6 (PAYMENT FOR SERVICES) of the Phase 2 Agreement is hereby amended and replaced in its entirety with the following:

6.1. The County agrees to pay the Contractor for the Work performed for Project 4 in accordance with the terms of this Agreement on a lump sum basis **in**

an amount not to exceed the Guaranteed Maximum Price of \$26,874,037.46 (“Contract Price”). The Contract Price includes the Road Work and Utility Work performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor’s performance of the Work except for the items, costs, or expenses specifically excluded from the Contract Price as set forth in **Attachment C** and **Attachment F**.

5. Conforming Changes. All provisions in the Phase 2 Agreement and any amendments, attachments, schedules or exhibits thereto in conflict with this Fifth Amendment shall be and hereby are changed to conform to this Fifth Amendment.

6. Ratification of Phase 2 Agreement. Except as expressly provided herein, all other terms and conditions of the Phase 2 Agreement, as previously amended, not affected by this Fifth Amendment are incorporated herein and shall remain in full force and effect.

7. Severability. If any provision hereto is in conflict with any applicable law or statute or is otherwise unenforceable, then such provisions shall be deemed null and void to the extent of such conflict and shall be deemed severable, without invalidating any other provision of this Fifth Amendment.

8. Entire Agreement. This Fifth Amendment, together with the Phase 2 Agreement, as previously amended, and any attachments thereto, constitute the entire agreement between the parties relating to the subject matter hereof, and supersede all prior agreements or understandings, whether written or oral, and whether explicit or implicit, which have been entered into before the execution hereof.

9. Counterparts. This Fifth Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

10. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Fifth Amendment 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 Fifth Amendment on behalf of such party and that the Fifth Amendment will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to the Phase 2 Agreement as of the date and year first written above.

KIEWIT INFRASTRUCTURE SOUTH CO.

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

Contract Price	\$24,829,205.00
AM1	\$ 1,346,596.15
AM2	\$ 213,978.93
AM3	\$ 192,792.53
AM4	\$ 25,993.19
AM5	\$ 203,630.00 (incentive payment)
AM5	\$ 61,841.66
Adjusted Contract Price	\$26,874,037.46

F:\Contract\2020 Transportation Bonding Project\CMAR Group 1 - Construction\CMAR Group 1 - Phase 2 Project 4 AM5.doc

ATTACHMENT 1

Clay County Bonded Transportation Program - Project No. 4 Sandridge Road Change Orders Log for Contract Amendment No. 5			
No.	Revision / Change Order	Value \$	Description
1	PCO 23 - RFI 55	\$ 9,339.88	Additional Sidewalk Around S205
2	PCO 27 - RFI 49	\$ 13,448.03	Rolling View Existing Sidewalk Modification
3	PCO 28	\$ 4,497.92	Robinson Ranch Sidewalk Modification
4	PCO 29 - Rev 20	\$ 14,658.50	Rectangular Rapid Flashing Beacon Assembly, stop line sign, and stop line near south end of the crosswalk at Sta. 131 Rt.
5	PCO 30 - RFI 78	\$ 29,944.30	Existing Sidewalk Flooding
6	E&R Email	\$ (10,046.97)	Friction Asphalt Deduction
	Total	\$61,841.66	Amendment 5 Change in Price

EXTRA WORK PROPOSAL

Co. No. 44 Job. No. 105460

Kiewit Infrastructure South Co.

Number: KISC-CC-023

(Issued by)

91 Branscomb Rd, Suite 11

Project: Clay County BTP4 - Sandridge Rd

Cont. No. 2022 / 2023 - 18

Green Cove Springs, FL 32043

Date: 12/2/2024

(Address)

To : Clay County

☐ Material or Subcontractor



Attn: Carlos Campos

Description of Work Done

KISC will fine grade and pour sidewalk per RFI - 55 response. This work will take 3 days worth of work. Set up MOT, remove the existing area where the new sidewalk will go, and remove the portion of existing sidewalk that ties into this new one. Then this area will be formed, and a concrete hand pour will occur in this area. MOT is needed for demo, place new material, form work for concrete, placing concrete, sod and clean this area.

Prime Contractor

Detail of Equipment, Materials and Labor

	Hours or Quantity	Unit	Hrly Rate or Unit Price	Equipment Cost	Material Cost	Labor Cost	Total Amount
BID ITEMS							
Clear and Grub	0.02	Acre	\$ 39,289.00			\$ 589.34	\$ 589.34
4" Sidewalk	60.00	SY	\$ 80.00			\$ 4,800.00	\$ 4,800.00
MOT	3.00	DAYS	\$ 900.00			\$ 2,700.00	\$ 2,700.00
Embankment	2.67	CY	\$ 20.00			\$ 53.33	\$ 53.33
Remove Existing Sidewalk	24.00	SY	\$ 40.00			\$ 960.00	\$ 960.00
Sod	50.00	SY	\$ 4.00			\$ 200.00	\$ 200.00
						Subtotal	\$ 9,302.67
						Bond .4%	\$ 37.21
						SUBTOTAL:	\$9,339.88

Notes:

Total Amount (Earnings to Cost Account No.

Approved for Owner, Material or Sub-Contractor

By _____

Approved for Company

By _____

SUBTOTAL: \$9,339.88

Extra Work Sheet OVERAL TOTAL: \$9,339.88

EXTRA WORK PROPOSAL

Co. No. 44 Job. No. 105460

Kiewit Infrastructure South Co.

Number: KISC-CC-027

(Issued by)

91 Branscomb Rd, Suite 11

Project: Clay County BTP4 - Sandridge Rd

Cont. No. 2022 / 2023 - 18

Green Cove Springs, FL 32043

Date: 12/18/2024

(Address)

To : Clay County

☐ Material or Subcontractor

Attn: Carlos Campos

Description of Work Done

KISC will remove and replace the existing sidewalk per RFI-49 at rolling view. Grade would be lowered in order for the slope to be less than it is now. Sidewalk would be shifted over so the front end of the sidewalk would be approximately 1' from the curb.

Prime Contractor

Detail of Equipment, Materials and Labor

BID ITEMS

	Hours or Quantity	Unit	Hrly Rate or Unit Price	Equipment Cost	Material Cost	Labor Cost	Total Amount
Clear and Grub	0.05	Acre	\$ 39,289.00			\$ 1,964.45	\$ 1,964.45
4" Sidewalk	70.00	SY	\$ 80.00			\$ 5,600.00	\$ 5,600.00
MOT	3.00	DAYS	\$ 900.00			\$ 2,700.00	\$ 2,700.00
Embankment	5.00	CY	\$ 20.00			\$ 100.00	\$ 100.00
Remove Existing Sidewalk	70.00	SY	\$ 40.00			\$ 2,800.00	\$ 2,800.00
Regular Excavation	10.00	CY	\$ 15.00			\$ 150.00	\$ 150.00
Sod	20.00	SY	\$ 4.00			\$ 80.00	\$ 80.00
						Subtotal	\$ 13,394.45
						Bond .4%	\$ 53.58
						SUBTOTAL:	\$13,448.03

Notes:

Total Amount (Earnings to Cost Account No.

Approved for Owner, Material or Sub-Contractor

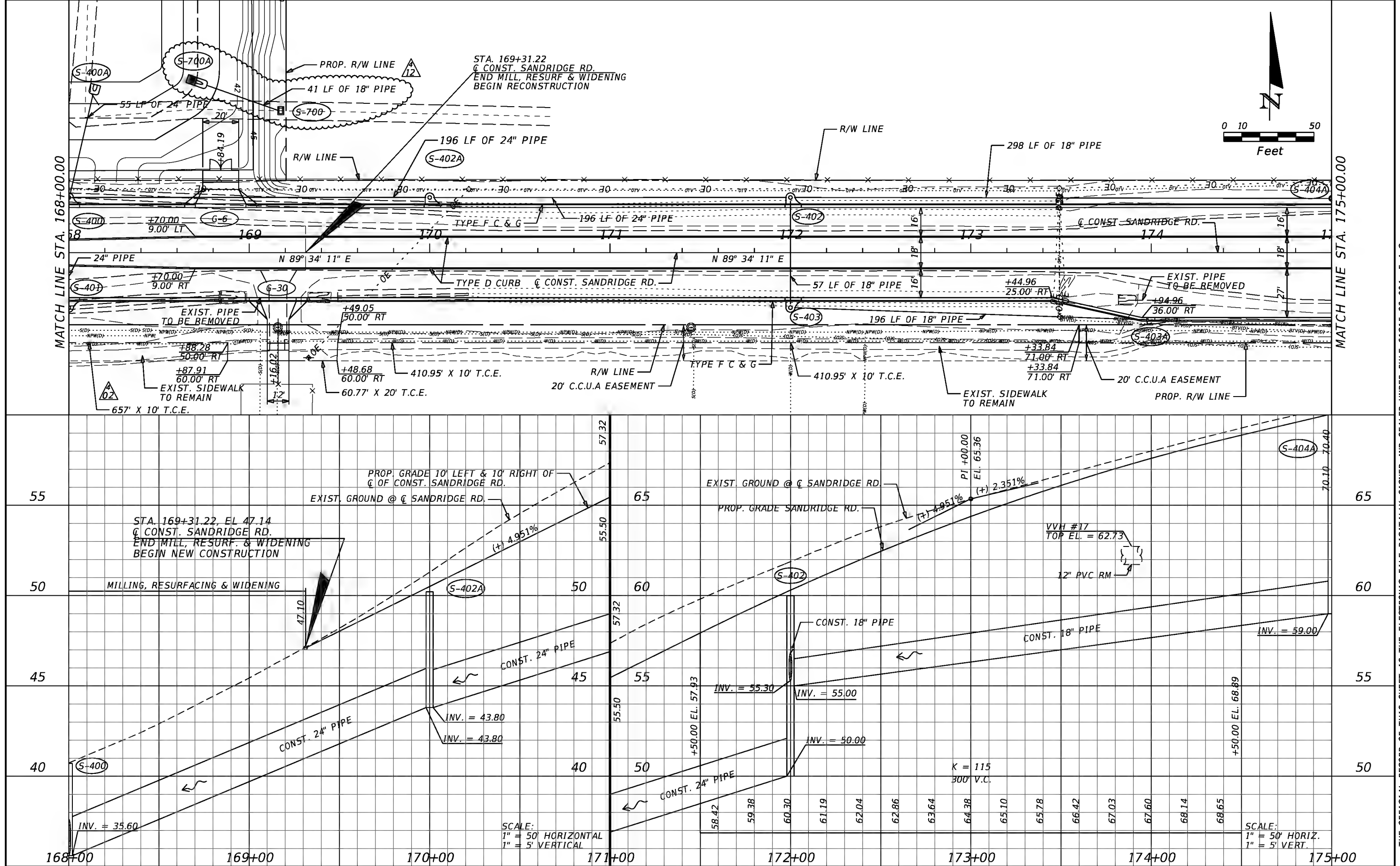
By




SUBTOTAL: \$13,448.03

Extra Work Sheet OVERAL TOTAL: \$13,448.03

Approved for Company

By



REVISIONS				ROBERT B. JAMIESON, P.E. P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 12574 FLAGLER CENTER BLVD - SUITE 202 JACKSONVILLE, FL 32258	 PREPARED FOR CLAY COUNTY ENGINEERING DEPARTMENT AND PUBLIC WORKS	<i>PLAN AND PROFILE (13)</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
5/16/23	 REDUCED TCE						
4/1/24	 ADDED INLET AND PIPE						
Page 292 of 660							

EXTRA WORK PROPOSAL

Co. No. 44 Job. No. 105460

Kiewit Infrastructure South Co.

Number: KISC-CC-028

(Issued by)

91 Branscomb Rd, Suite 11

Project: Clay County BTP4 - Sandridge Rd

Cont. No. 2022 / 2023 - 18

Green Cove Springs, FL 32043

Date: 1/7/2025

(Address)

To : Clay County

☐ Material or Subcontractor

Attn: Carlos Campos

Description of Work Done

KISC will pour to the County right of way line the remainig sidewalk on the East Side of Robinson Ranch Driveway

Prime Contractor

Detail of Equipment, Materials and Labor

BID ITEMS

	Hours or Quantity	Unit	Hrly Rate or Unit Price	Equipment Cost	Material Cost	Labor Cost	Total Amount
4" Sidewalk	30.00	SY	\$ 80.00			\$ 2,400.00	\$ 2,400.00
MOT	2.00	DAYS	\$ 900.00			\$ 1,800.00	\$ 1,800.00
Embankment	3.00	CY	\$ 20.00			\$ 60.00	\$ 60.00
Remove Existing Sidewalk	3.00	SY	\$ 40.00			\$ 120.00	\$ 120.00
Sod	25.00	SY	\$ 4.00			\$ 100.00	\$ 100.00
						Subtotal	\$ 4,480.00
						Bond .4%	\$ 17.92
						SUBTOTAL:	\$4,497.92

Notes:

Total Amount (Earnings to Cost Account No. _____

Approved for Owner, Material or Sub-Contractor _____

By _____

SUBTOTAL: \$4,497.92

Extra Work Sheet OVERAL TOTAL: \$4,497.92

Approved for Company _____

By _____

EXTRA WORK PROPOSAL

Co. No.	44	Job. No.	105460
---------	----	----------	--------

Kiewit Infrastructure South Co.
(Issued by)
91 Branscomb Rd, Suite 11

Number: KISC-CC-029

Project:	Clay County BTP4 - Sandridge Rd
Cont. No.	2022 / 2023 - 18

Green Cove Springs, FL 32043
(Address)

Date: 2/17/2025

To : Clay County

☐ Material or Subcontractor

Attn: Carlos Campos

Description of Work Done	
1	1.0000
2	2.0000
3	3.0000
4	4.0000
5	5.0000
6	6.0000
7	7.0000
8	8.0000
9	9.0000
10	10.0000
11	11.0000
12	12.0000
13	13.0000
14	14.0000
15	15.0000
16	16.0000
17	17.0000
18	18.0000
19	19.0000
20	20.0000
21	21.0000
22	22.0000
23	23.0000
24	24.0000
25	25.0000
26	26.0000
27	27.0000
28	28.0000
29	29.0000
30	30.0000
31	31.0000
32	32.0000
33	33.0000
34	34.0000
35	35.0000
36	36.0000
37	37.0000
38	38.0000
39	39.0000
40	40.0000
41	41.0000
42	42.0000
43	43.0000
44	44.0000
45	45.0000
46	46.0000
47	47.0000
48	48.0000
49	49.0000
50	50.0000
51	51.0000
52	52.0000
53	53.0000
54	54.0000
55	55.0000
56	56.0000
57	57.0000
58	58.0000
59	59.0000
60	60.0000
61	61.0000
62	62.0000
63	63.0000
64	64.0000
65	65.0000
66	66.0000
67	67.0000
68	68.0000
69	69.0000
70	70.0000
71	71.0000
72	72.0000
73	73.0000
74	74.0000
75	75.0000
76	76.0000
77	77.0000
78	78.0000
79	79.0000
80	80.0000
81	81.0000
82	82.0000
83	83.0000
84	84.0000
85	85.0000
86	86.0000
87	87.0000
88	88.0000
89	89.0000
90	90.0000
91	91.0000
92	92.0000
93	93.0000
94	94.0000
95	95.0000
96	96.0000
97	97.0000
98	98.0000
99	99.0000
100	100.0000

Remove and relocate RRFB to new location based on Revision 20 drawings. Remove and relocate crosswalk ahead sign per Revision 20.

Prime Contractor				Hours or Quantity		Hrly Rate or Unit Price	Equipment Cost	Material Cost	Labor Cost	Total Amount
Detail of Equipment, Materials and Labor										
Line Items										
MOT				3.00	DAY	\$ 900.00			\$ 2,700.00	\$ 2,700.00
Relocate Sign				1.00	EA	\$ 125.00			\$ 125.00	\$ 125.00
									Total Line Items	\$ 2,825.00
SUBCONTRACTOR										
American Lighting Move and Install RRFB				1.00	PLS	\$ 10,290.00				\$ 10,290.00
										\$ -
									Subtotal Subcontractor	\$ 10,290.00
									Mark Up 15%	\$ 1,543.50
									SUBTOTAL:	\$14,658.50

Notes:

Total Amount (Earnings to Cost Account No. _____
Approved for Owner, Material or Sub-Contractor _____

Approved for Company

By _____

By

SUBTOTAL: \$14,658.50

Extra Work Sheet OVERAL TOTAL:	\$14,658.50
--------------------------------	-------------

EXTRA WORK PROPOSAL

Co. No. <u>44</u>	Job. No. <u>105460</u>	Kiewit Infrastructure South Co. (Issued by) 91 Branscomb Rd, Suite 11	Number: <u>KISC-CC-030</u>
Project: <u>Clay County BTP4 - Sandridge Rd</u>		Green Cove Springs, FL 32043	Date: <u>3/7/2025</u>
Cont. No. <u>2022 / 2023 - 18</u>		(Address)	
To : <u>Clay County</u>		<input type="checkbox"/> Material or Subcontractor	
Attn: <u>Carlos Campos</u>			


Description of Work Done

KISC will remove the sidewalk from STA 123+00 to 125+43 based off of RFI#78. Area will then be embanked, and new 5' sidewalk would be poured. One day of excavation/demo. One day of placing fill and finishing the grades. One day to form the sidewalk. One day to pour the sidewalk. One day to strip the forms and backfill. One day for sod. One day for demobilization. One day for sawcutting joints. The County has informed Kiewit that a portion of this work is within a CUA easement and has been approved to work inside of it.

Prime Contractor Detail of Equipment, Materials and Labor	Hours or Quantity	Unit	Hrly Rate or Unit Price	Equipment Cost	Material Cost	Labor Cost	Total Amount
BID ITEMS							
4" Sidewalk	146.00	SY	\$ 80.00			\$ 11,680.00	\$ 11,680.00
Work Zone Sign 6 EA signs	13.00	ED	\$ 5.00			\$ 65.00	\$ 65.00
MOT	7.00	DAYS	\$ 900.00			\$ 6,300.00	\$ 6,300.00
Embankment	97.00	CY	\$ 20.00			\$ 1,940.00	\$ 1,940.00
Remove Existing Sidewalk	146.00	SY	\$ 40.00			\$ 5,840.00	\$ 5,840.00
Sod	1000.00	SY	\$ 4.00			\$ 4,000.00	\$ 4,000.00
						Subtotal	\$ 29,825.00
						Bond .4%	\$ 119.30
						SUBTOTAL:	\$29,944.30

Notes:

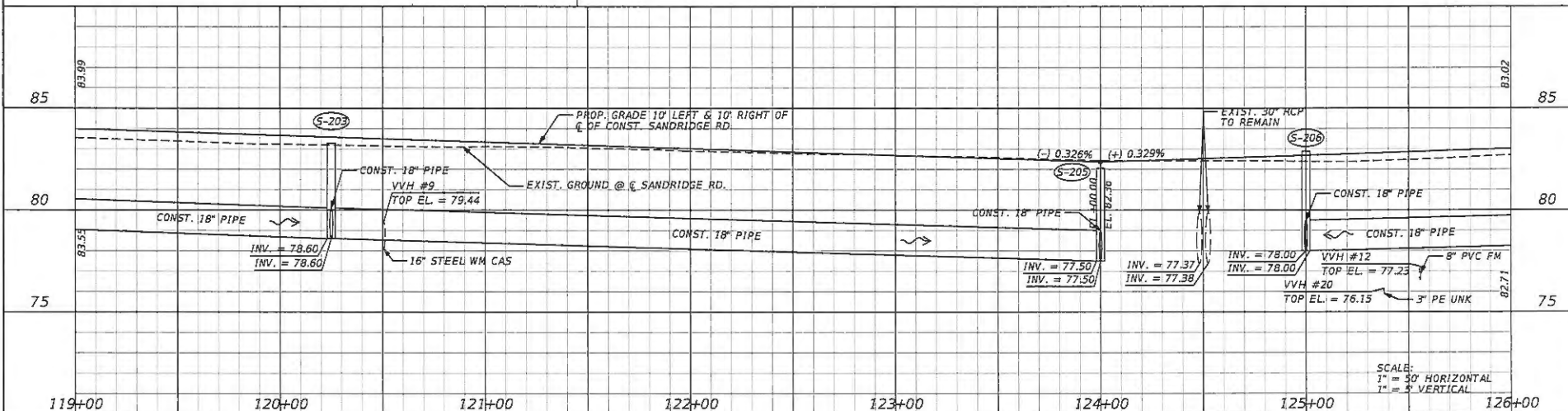
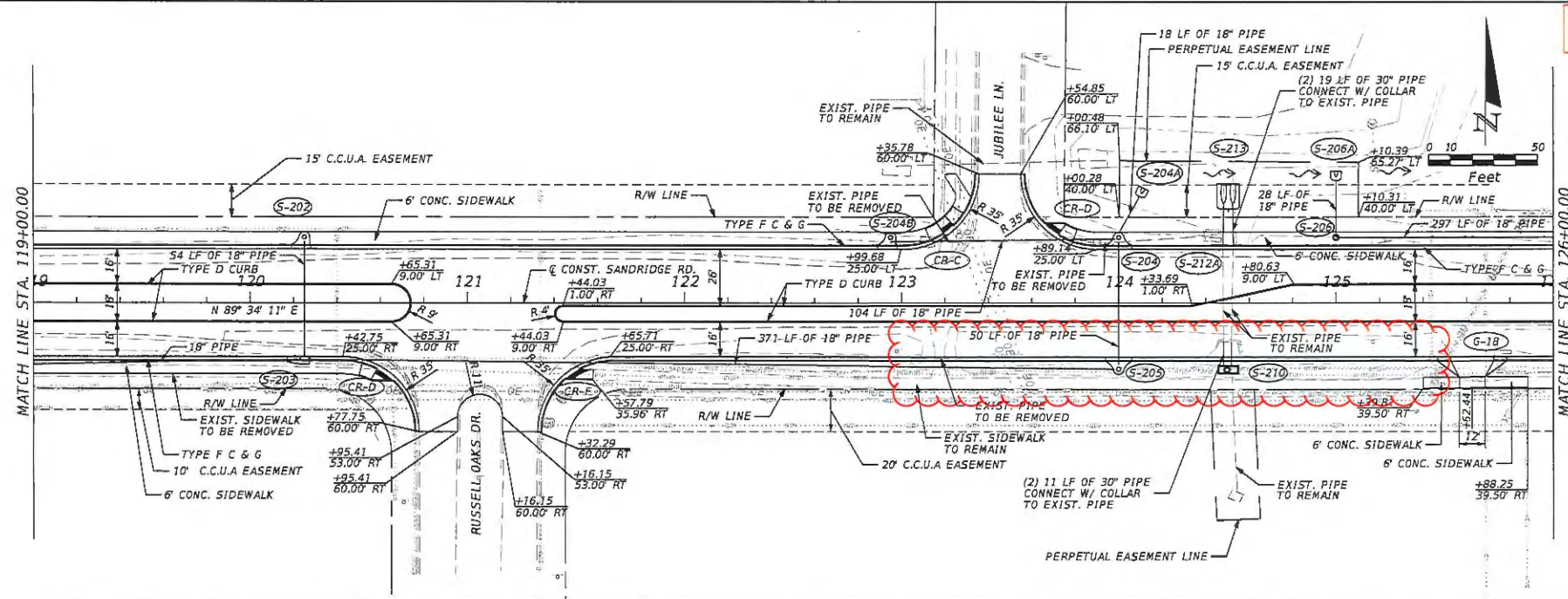
Total Amount (Earnings to Cost Account No.		SUBTOTAL: <u>\$29,944.30</u>	
Approved for Owner, Material or Sub-Contractor		Extra Work Sheet OVERAL TOTAL: <u>\$29,944.30</u>	
By _____	Approved for Company	By _____	

 Kiewit CONTRACT RFP NO. 2022/2023-18	REQUEST FOR INFORMATION (RFI)			RFI NO. KISC-RFI - 78	DATE 1/20/2025
	Project Number 105460	CONTRACT TITLE Sandridge Road (CR 739B)		PRIME CONTRACTOR Kiewit Infrastructure South Co.	
Contractor's Request for Information					
REQUESTED BY Alejandro Marthe	DATE RESPONSE REQUESTED 1/20/2025	PRIORITY LEVEL Low () Med () High (x)		Potential Cost Impact - () Potential Schedule Impact - ()	
RESPONSE REQUESTED FROM:	Kiewit Infrastructure South Co. (x)		Subcontractor ()		
RFI SUBJECT:	Existing Sidewalk Flooding				
FEATURE OF WORK:	Sidewalk				
SPECIFICATION SECTIONS:					
Specific Plan Sheets:					
INFORMATION REQUESTED:					
The existing sidewalk from approximately STA 123+00 to STA 125+39.81 is holding water.					
CONTRACTOR RECOMMENDATION:					
Kiewit recommends the County removes and replaces the sidewalk to a grade that will drain the water away from the sidewalk and towards the pond to the South. This would incorporate the change order happening for the sidewalk at STA 124.					
ANSWER:					
<p>During the early design process, it was decided by the project team to keep as much existing sidewalk as possible. To resolve the low area identified above, the sidewalk may be rebuilt at an elevation of 81.67, with the back of sidewalk on the r/w. The cross slope may be 2%, sloped outward, with 2' flat followed by a 1:4 tie down slope. This slope will be in the CCUA easement and should be sodded. The limits of new sidewalk are Sta 123+00 to the new driveway at Sta 125+62.44. Longitudinal grades may not exceed 5%. A yard drain connected to the existing pond outfall is suggested for the low point behind the sidewalk.</p>					
<div style="display: flex; justify-content: space-between;"> <div> Response By: <u>Robert B Jamieson</u> </div> <div> Digitally signed by Robert B. Jamieson Date: 2025.02.04 07:54:05-05'00' </div> <div> Date: _____ </div> </div>					

NOTE:

1. Limits of new sidewalk are 123+00 to 125+43.
 2. No yard drain is required.
- BWB 2/19/25

RECEIVED
 CLAY COUNTY
 ENGINEERING DEPARTMENT
 02/04/2025



DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	

ROBERT B. JAMIESON, P.E.
 P.E. LICENSE NUMBER 63980
 GAI CONSULTANTS, INC.
 12574 FLAGLER CENTER BLVD - SUITE 202
 JACKSONVILLE, FL 32258

CLAY COUNTY
 ENGINEERING DEPARTMENT
 AND PUBLIC WORKS

PLAN AND PROFILE (6)

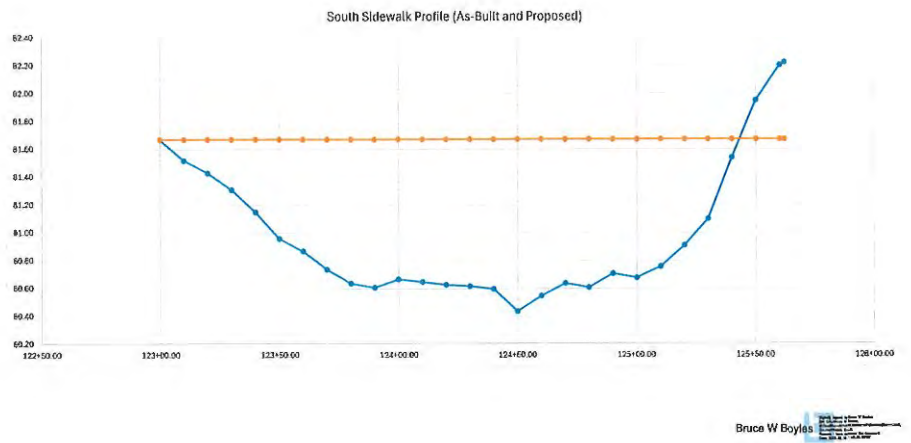
SHEET
 NO.
 30

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



South Sidewalk Profile (as-Built)

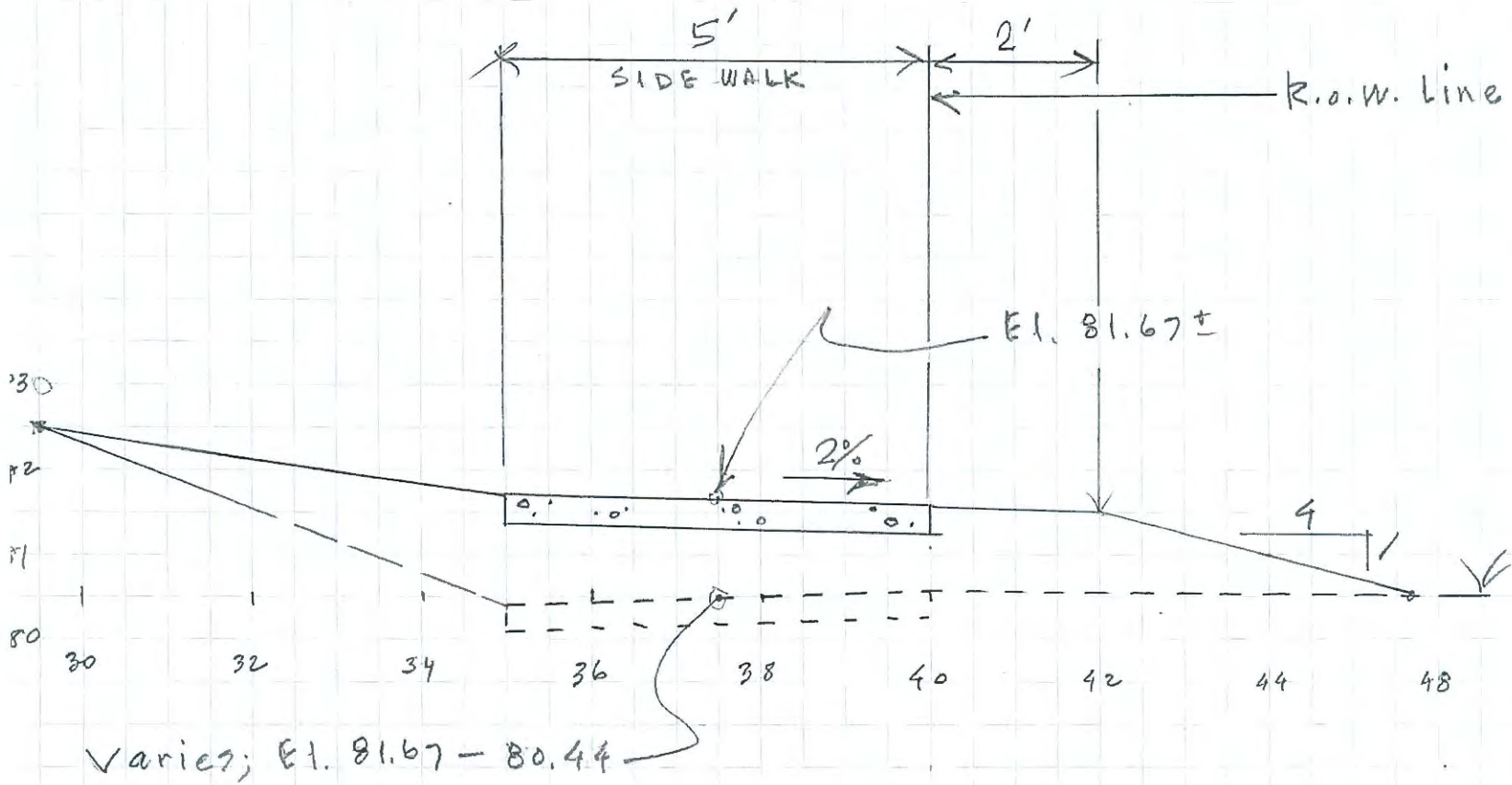
Sta.	Exist. Elev.	Proposed Elev.
123+00.00	81.67	81.67
123+10.00	81.52	81.67
123+20.00	81.43	81.67
123+30.00	81.31	81.67
123+40.00	81.15	81.67
123+50.00	80.96	81.67
123+60.00	80.87	81.67
123+70.00	80.74	81.67
123+80.00	80.64	81.67
123+90.00	80.61	81.67
124+00.00	80.67	81.67
124+10.00	80.65	81.67
124+20.00	80.63	81.67
124+30.00	80.62	81.67
124+40.00	80.60	81.67
124+50.00	80.44	81.67
124+60.00	80.55	81.67
124+70.00	80.64	81.67
124+80.00	80.81	81.67
124+90.00	80.71	81.67
125+00.00	80.68	81.67
125+10.00	80.76	81.67
125+20.00	80.91	81.67
125+30.00	81.10	81.67
125+40.00	81.54	81.67
125+50.00	81.95	81.67
125+60.00	82.20	81.67
125+62.00	82.22	81.67



SUBJECT
PROJECT NO.
DESIGNER
CHECKER

SANDRIDGE RD,
RF1-78 1/20/25

SHEET 1 OF 1
DATE 2/19/25
DATE



REPLACE EXISTING SIDEWALK STA. 123+00 to 125+48 RT. - RF1 # 78 1-20-25

TYPICAL SECTION

Carlos Campos

From: Alejandro.Marthe <Alejandro.Marthe@Kiewit.com>
Sent: Tuesday, March 4, 2025 12:44 PM
To: Bruce Boyles; Keith.Durham
Cc: stephen.koteras; Carlos Campos; David.Pilon; Edwin Dendor
Subject: [EXTERNAL] RE: [External]Sandridge Rd - Project 4 - Pavement Smoothness Deficiencies - Pay Reduction

Bruce,

Kiewit agrees to the pay deduction of \$10,046.97

Thank you,



ALEJANDRO MARTHE
Project Engineer
Clay County Sandridge Road

KIEWIT INFRASTRUCTURE SOUTH CO.
91 Branscomb Road, Suite 11
Green Cove Springs, FL 32043
401-450-5626 cell
alejandro.marthe@kiewit.com

From: Bruce Boyles <bboyles@eismanrusso.com>
Sent: Saturday, March 1, 2025 9:24 AM
To: Keith.Durham <Keith.durham@kiewit.com>
Cc: Alejandro.Marthe <Alejandro.Marthe@Kiewit.com>; Stephen Koteras (Clay Co) <stephen.koteras@claycountygov.com>; Carlos Campos (WGI) <Carlos.Campos@wginc.com>; David.Pilon <David.Pilon@kiewit.com>; Ed Dendor (Clay Co.) <edwin.dendor@claycountygov.com>
Subject: [External]Sandridge Rd - Project 4 - Pavement Smoothness Deficiencies - Pay Reduction

Date: March 1, 2025

Subj: Sandridge Rd. Reconstruction
Contract 2022/23-18

RE: Rolling Straightedge Deficiencies – Allowed to Remain

To: Kiewit Infrastructure South Co.

Attn: Keith Durham, Proj. Mgr.

Mr. Durham,

In regard to your and my 2/25/25 letters copied below, please be advised the amount of the pay reduction for waiving corrections to pavement with smoothness deficiencies is \$10,046.97.

Backup data is attached. The contract will be amended accordingly.

Sincerely,



Bruce Boyles, PE

Senior Project Engineer

Eisman & Russo, Inc.

1403 Idlewild Ave. | Green Cove Springs, FL 32043

o: 904.733.1478 | f: 904.636.8828

bboyles@eismanrusso.com

www.eismanandrusso.com



From: Bruce Boyles

Sent: Tuesday, February 25, 2025 4:25 PM

To: Keith.Durham <Keith.durham@kiewit.com>

Cc: Alejandro.Marthe <Alejandro.Marthe@Kiewit.com>; Stephen Koteras (Clay Co) <stephen.koteras@claycountygov.com>; Carlos Campos (WGI) <Carlos.Campos@wginc.com>; Wesley Smith <wsmith@eismanrusso.com>; David.Pilon <David.Pilon@kiewit.com>; Ed Dendor (Clay Co.) <edwin.dendor@claycountygov.com>

Subject: Sandridge Rd - RSE Reports on Friction Course / Remediation Plan

Date: February 25, 2025

Subj: Sandridge Rd. Reconstruction
Contract 2022/23-18

RE: Rolling Straightedge Deficiencies – Allowed to Remain

To: Kiewit Infrastructure South Co.

Attn: Keith Durham, Proj. Mgr.

Mr. Durham,

In regard to your 2/25/25 letter, copied below, this will confirm the County accepts the five straightedge deficiencies on the westbound lane, without repair, as proposed by Kiewit..

A pay reduction will be implemented, the amount to be determined according to Section 330-9.5.2 of the FDOT Standard Specifications.

Sincerely,



Bruce Boyles, PE

Senior Project Engineer

Eisman & Russo, Inc.

1403 Idlewild Ave. | Green Cove Springs, FL 32043

o: 904.733.1478 | f: 904.636.8828

bboyles@eismanrusso.com

www.eismanandrusso.com



Contract 2022/2023-18
 Clay County Bonded Transportation Program
 Sandridge Rd. from Henley to 0.9 Mi. west of CR-209 (Project 4 / CMAR 1)

Asphalt Pay Reduction for Straightedge Deficiencies

Calculate Pay Reduction

PCO-061

By: BWB 2/28/25

Line	Lane	Begin Sta.	End Sta.	Length (L) Ft.	Width (W) ft.	Thickness(t) in.	Gmm	Tonnage TN	Avg. Weighted Unit Cost Apr-Sept. 2022 \$/TN	Total Pay Reduction
1	L1	120+27.00	121+38.00	111.00	12	1.5	2.520	12.0839		
2	L1	123+64.00	124+73.00	109.00	12	1.5	2.520	11.8662		
3	L1	163+90.00	165+00.00	110.00	12	1.5	2.520	11.9750		
4	L1	179+75.00	180+81.00	106.00	12	1.5	2.520	11.5396		
5	L1	213+55.00	214+60.00	105.00	12	1.5	2.520	11.4307		
TOTAL				541.00				58.8954	\$ 170.59	\$ 10,046.97

References and Data

Line	Description	Data	.8	.2	.3	.4	.5	.6	.7
1	Specification	FDOT 330-9.5.2							
2	Specification	FDOT Special Provision 9-1.3 for Lump Sum Contracts							
3	Letting Date	6/1/2021							
4	Contract Date Phase 2	10/25/2022							
5	Unit Price	FDOT Item Average Unit Cost From 2022/04/01 to 2022/09/30 Statewide							
6	Producer's Mix Design	SP 22-20809A Gmm = 2.520							
7	QC RSE Reports	Feb. 6 thru 14, 2025							

Pay Item Reduction Calculations

The Department will calculate the pay item reduction in accordance with **FDOT Specifications Section 330-9.5.2**. The pay item reduction is based on the quantity of material the Contractor would have removed and replaced had the correction been made. The quantity is determined by the following equation:

$$\text{Quantity (tons)} = L \times W \times t \times G_{mm} \times 0.0024$$

Where:

L = Total Length (ft.)

The total length (L) is the deficient length that is extended 50 ft. on each side of the deficiency

W= Width (ft.)

t = Thickness (inches)

G_{mm} – Maximum Specific Gravity of the Asphalt Mix

The constant 0.0024 = 43.3 Lbs/SY divided by 9 SF/SY, divided by 2000 Lbs/Ton

MEASUREMENT AND PAYMENT (LUMP SUM). (REV 7-01-21) (FA 7-28-21) (1-22)

SUBARTICLE 9-1.3 is deleted and the following substituted:

9-1.3 Determination of Pay Reduction: In measurement of areas of Work, where pay reductions are to be assessed, the Engineer will use the lengths and/or widths in the calculations based upon station to station dimensions in the Contract Documents, the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the final surface of the completed Work within the neat lines shown in the Contract Documents or designated by the Engineer. The Engineer will use the method or combination of methods of measurement which will reflect with reasonable accuracy, the actual surface area of the finished Work as the Engineer determines.

Failure on the part of the Contractor to construct any item of Work to plan or authorized dimensions within the Specification tolerances will result in: reconstruction to acceptable tolerances at no additional cost to the Department; acceptance at no pay; or, acceptance at reduced pay, all at the discretion of the Engineer.

When acceptance at no pay occurs for any material not listed in 9-2, the Engineer will apply a reduction in payment for the material in question based on the weighted average unit price in the Six Month Moving Statewide Averages report. The dates will be the six months prior to the letting date for this Contract.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the Ninth Amendment to Agreement No. 2020/2021-228 for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management at Risk Group #1 with GAI Consultants, Inc. for a reduction in the amount of \$68,583.32.

Funding Source:

American Rescue Plan Fund 2020 Bond Construction Fund Mobility-Lake Asbury-GCS
Fund CR209 - CR315B-Sandridge - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Reduction includes additional work regarding Mill Log Creek, Pond 2 and Watkins culvert in the amount of \$15,416.68 and a reduction in the incentive amount by \$84,000.00.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes\No\N/A):

Yes

Funding Source:

American Rescue Plan Fund 2020 Bond Construction Fund Mobility-Lake Asbury-GCS
Fund CR209 - CR315B-Sandridge - Infrastructure

Account No:

FD1054/FD3010/FD3012 - PRJ100199 - 563000

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
2021-228 AM9 GAI	Backup Material	4/17/2025	2021- 228_AM9_GAI.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	4/16/2025 - 8:21 AM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. 2020/2021-228 AM9

**NINTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING
DESIGN CONSULTANT SERVICES FOR THE BONDED TRANSPORTATION
PROGRAM CONSTRUCTION MANAGEMENT AT RISK GROUP #1
[GAI Consultants, Inc.]**

This Ninth Amendment to Agreement for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management At Risk Group #1 (“Ninth Amendment”) is entered into on this ____ day of April, 2025 between Clay County, a political subdivision of the State of Florida (the “County”) and GAI Consultants, Inc., a Pennsylvania Corporation (“Consultant”).

RECITALS

WHEREAS, the County sold Sales Surtax Revenue Bonds, Series 2020 to finance the costs of the acquisition and construction of certain roadway improvements in the County referred to by the County as the Bonded Transportation Program (“BTP”); and

WHEREAS, on September 8, 2020, the County entered into an Agreement with WGI, Inc. (“Owner Rep”) wherein the Owner Rep agreed to serve as the County’s representative to oversee the design and construction (by others) in relation to the BTP; and

WHEREAS, on July 27, 2021, the parties entered into an Agreement for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management At Risk Group #1, Clay County Agreement/Contract No. 2020/2021-228 (“Agreement”), incorporated herein by reference, wherein the Consultant agreed to provide Engineering Design Consultant Services for the design of CMAR Group #1, Project 3 (CR 209 from Sandridge Road to CR 315B) and Project 4 (Sandridge Road (CR 739B) from Henley Road (CR 739) to West of Russell Road (CR 209)); and

WHEREAS, on September 14, 2021, the County entered into a Phase 1 Preconstruction Agreement with Kiewit Infrastructure South Co. (“Kiewit”) for CMAR Group #1, Projects 3 and 4, Clay County Agreement/Contract No. 2020/2021-260, wherein Kiewit agreed to provide Phase 1 preconstruction design phase assistance, to collaborate with the Owner Rep, the Consultant, and the County (Project Team) to develop an open book Guaranteed Maximum Price (“GMP”) proposal tied to a final completion date for the construction of the two roadway projects, and to complete Phase 2 construction if the GMP for Project 3 and/or Project 4 is accepted by the County; and

WHEREAS, on October 25, 2022, the County entered into an agreement with Kiewit for Phase 2 Construction of Project 4, Clay County Agreement/Contract No.: 2022/2023-18, wherein Kiewit agreed to construct Project 4 in accordance with the Contract Plans developed by the Consultant and approved GMP; and

WHEREAS, on December 12, 2023, the County entered into an agreement with Kiewit for Phase 2 Construction of Project 3B, Clay County Agreement/Contract No.: 2023/2024-78, wherein Kiewit agreed to construct Project 3B (Sandridge realignment and roundabout at CR 209B) in accordance with the Contract Plans developed by the Consultant and approved GMP; and

WHEREAS, on March 8, 2022, the parties entered into the First Amendment to the Agreement, incorporated herein by reference, to amend the Scope of Services to include the roundabout study, typical analysis, and Sandridge realignment in relation to Project 3 in the total amount of \$315,509.16; and

WHEREAS, on July 12, 2022, the parties entered into the Second Amendment to the Agreement, incorporated herein by reference, to amend the Scope of Services to include the Value Engineering services in relation to Project 4 in the total amount of \$75,755.07 and amend the construction design document completion date for Project 3 until March 23, 2023; and

WHEREAS, on March 28, 2023, the parties entered into the Third Amendment to the Agreement, incorporated herein by reference, to amend the Scope of Services to include the Operational Improvements associated with Project 3 to include the development of standalone plan sets for the modification of Project 3 plans along Russell Road south of CR 209B to reduce the scope to include safety improvements at Oak Stream Drive and Watkins Road (Project 3A) and to develop standalone plan sets for realignment of Sandridge Road with CR 209B and roundabout at CR 209 and CR 209B (Project 3B) in the total amount of \$248,628.35 (collectively referred to as Operational Improvements), establish construction design document completion dates for the Operational Improvements, reduce the incentives amount by (-\$84,000) resulting in a total net increase in the amount of \$164,628.35 to the total contract sum under the Third Amendment, and amend the construction design document completion date for Project 3 until June 30, 2023; and

WHEREAS, on March 28, 2023, the parties entered into the Fourth Amendment to the Agreement, incorporated herein by reference, to amend the Scope of Services to include design and post-design Services necessary to construct the Utility Work for Clay County Utility Authority (CCUA) in relation to Project 4 in the amount of \$35,303.54; and

WHEREAS, on July 25, 2023, the parties entered into the Fifth Amendment to the Agreement, incorporated herein by reference, to amend the Scope of Services to include a sidewalk and crosswalk as part of the safety improvements for Project 3A in the total amount of \$43,941.70; and

WHEREAS, on July 25, 2023, the parties also entered into the Sixth Amendment to the Agreement, incorporated herein by reference, to amend the Scope of Services to include a sidewalk along the east side of Russell Road from CR 209B to Oak Stream Drive in the total amount of \$47,364.43; and

WHEREAS, on May 14, 2024, the parties entered into the Seventh Amendment to the Agreement, incorporated herein by reference, to expand the Consultant's post-design services for

Project 4 to include the modification of several side street connects to match what was actually built by developers as well as additional minor revisions and Request for Information (RFI's) in the total amount of \$42,879.77; and

WHEREAS, on November 12, 2024, the parties entered into the Eighth Amendment to the Agreement, incorporated herein by reference, to provide for the Consultant's design and post-design Services necessary to construct the Utility Work for CCUA in relation to Project 3B in the amount of \$23,367.46; and

WHEREAS, the Agreement provides that additional services to be provided by the Consultant that are not covered under the Agreement but are beneficial to the BTP can be made a part of the Agreement by a written amendment; and

WHEREAS, additional geotechnical services and investigations totaling \$15,416.68 as set forth in Exhibit 1 attached hereto are required for the following:

- extension of the culvert under Russell Road near Watkins Road due to unforeseen muck found during construction
- supplemental geotechnical investigations at the Mill Log Creek culvert on Sandridge Road to confirm unsuitable materials are not present
- additional geotechnical investigations required by the St. Johns River Water Management District to confirm the presence of a confining layer below stormwater pond 2 for Project 3B; and

WHEREAS, the parties have reduced the total incentives amount for Project 3 by (-\$42,000) and Project 4 by (-\$42,000) resulting in a net total reduction of (-\$84,000) since contractor was unable to meet the substantial completion incentive dates for Projects 3 and 4; and

WHEREAS, the geotechnical services and investigations in the total amount of \$15,416.68 and reduction to the incentives by (-\$84,000) results in a net total reduction to the contract sum in the amount of (-\$68,583.32); and

WHEREAS, the Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant; and

WHEREAS, the parties desire to enter into this Ninth Amendment to amend the Scope of Services, reduce the total incentives amount, amend provision 7.1 of the Agreement, amend Attachment F (Consultant's Estimate of Work Effort), and amend Attachment G (Consultant's Clarifications to RFQ Scope of Services) as set forth herein.

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

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Scope of Work Modifications. The Scope of Services, as previously amended, are hereby amended to include the additional geotechnical services and investigations for Project 3B in the amount of \$15,416.68 as described herein and in amended Attachment G attached hereto.

3. Contract Price Adjustment. Provision 7.1 in Section 7 of the Agreement, as amended, is hereby amended and replaced in its entirety with the following which reduces the contract sum by (-\$68,583.32):

7.1. The County agrees to pay the Consultant for the Services performed for CMAR Group #1 Projects in accordance with the terms of this Agreement on a lump sum for design services and cost reimbursement basis for post-design services in an amount that **shall not exceed the total sum of \$4,074,955.44**. This amount includes the Services performed by the Consultant and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Consultant's performance of the Services.

4. Attachment F Modification. The one page Project Fee Summary/cover sheet to Attachment F (Consultant's Estimate of Work Effort) to the Agreement, as amended, is hereby removed and replaced with the amended one page Project Fee Summary/cover sheet attached to this Ninth Amendment as Attachment F (Consultant's Estimate of Work Effort) which amends the total not to exceed amount to include the additional geotechnical services and investigations in the amount of \$15,416.68 and reduce the incentive amount by a total of (-\$84,000). Except as expressly provided herein, the remainder of Attachment F to the Agreement, as amended, remains in full force and effect.

5. Attachment G Modification. Attachment G (Consultant's Clarifications to RFQ Scope of Services) to the Agreement, as amended, is hereby removed and replaced in its entirety with Attachment G (Consultant's Clarifications to RFQ Scope of Services) attached to this Ninth Amendment.

6. Conforming Changes. All provisions in the Agreement, as amended, and any amendments, attachments, schedules or exhibits thereto in conflict with this Ninth Amendment shall be and hereby are changed to conform to this Ninth Amendment.

7. Ratification of Agreement. Except as expressly provided herein, all other terms and conditions of the Agreement, as amended, not affected by this Ninth Amendment are incorporated herein and shall remain in full force and effect.

8. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Ninth Amendment 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 Ninth Amendment on behalf of such party and that the Ninth Amendment will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have executed this Ninth Amendment to the Agreement as of the date and year first written above.

GAI CONSULTANTS, INC.

By: _____

Print Name: _____

Print Title: _____

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

By: _____

Betsy Condon
Its Chairman

ATTEST:

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

Total Amount	\$3,394,789.28
AM1	\$ 315,509.16
AM2	\$ 75,755.07
AM3	\$ 164,628.35
AM4	\$ 35,303.54
AM5	\$ 43,941.70
AM6	\$ 47,364.43
AM7	\$ 42,879.77
AM8	\$ 23,367.46
AM9	\$ (-68,583.32)
Adjusted Total Amount	\$4,074,955.44

F:\Contract\2020 Transportation Bonding Project\CMAR Group 1 - Design\2021-228 AM9 GAI.doc

EXHIBIT 1

UES
WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

UES (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain authorization.

PROJECT NAME: Sandridge Road Culvert Extension

PROJECT LOCATION: Clay County, Florida

CLIENT NAME: GAI Consultants
Mr. Bobby Jamieson, P.E. **DATE:** October 23, 2024

CLIENT ADDRESS: 12574 Flagler Center Blvd., Suite 202 **PHONE NO.:** 904-559-8071
Jacksonville, Florida 32258 **email:** R.Jamieson@gaiconsultants.com

I. Scope of Services and Understanding of Project

UES Proposal No. 2115977
UES Opportunity No. 0930.1024.00017

Mobilize drill crew and equipment. Perform two standard penetration test (SPT) borings adjacent to the Mill Log Creek culvert to depths of 20 feet. Perform one SPT boring adjacent to the culvert near Watkins Road to a depth of 40 feet and three auger borings to depths of 5 feet. Perform four (4) SPT borings in the pond 2 area to depths of 10 feet. Obtain four shelly tube samples and perform four triaxial permeability tests. We will provide a report summarizing our findings and providing recommendations for site .

Lump Sum Fee - \$15,416.68

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. UES General Conditions
- B. UES Proposal Dated: **October 23, 2024**
- C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
- D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)


If the above invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: _____ Social Security No. or
Federal Identification No.: _____

Address: _____

Attention: _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT	_____	UES	_____
BY (Signature)	_____	BY (Signature)	
PRINTED NAME	_____	PRINTED NAME	<u>Stephen R. Weaver, P.E.</u>
TITLE	_____	TITLE	<u>Geotechnical Services Manager</u>
DATE	_____	DATE	<u>October 23, 2024</u>

RETURN EXECUTED COPIES TO
UES

5561 FLORIDA MINING BOULEVARD SOUTH, JACKSONVILLE, FLORIDA 32257-3648
TELEPHONE: 904.296.0757
sweaver@teamues.com0

UES Professional Solutions, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES **1.1** UES Professional Solutions, LLC, and its affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$1,200.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3**

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ATTACHMENT F CONSULTANT'S ESTIMATE OF WORK EFFORT

ATTACHMENT F

Clay County Bonded Transportation Program

Project Fee Summary - Supplement 9

GAI Consultants

April 15, 2025

Design Services			
Task	Contract Type	Project 3 Russell Rd 16,411 ft	Project 4 Sandridge Rd 14,851 ft
90% Plans	Lump Sum	\$1,456,224.80	\$1,384,534.93
Post Design	Limiting Amount	\$118,230.14	\$99,799.41
Total Incentive	Lump Sum	\$168,000.00	\$168,000.00
Roundabout Study	S01 Lump Sum	\$59,915.12	
Typical Analysis	S01 Lump Sum	\$121,798.06	
Sandridge Realign	S01 Lump Sum	\$183,325.21	
<i>Signal Credit</i>	<i>S01 Lump Sum</i>	<i>-\$49,529.23</i>	
Project 4 VE	S02 Lump Sum		\$75,755.07
Project 3 Reduction	S03 Lump Sum	\$248,628.35	
<i>Incentive Reduction</i>	<i>S03 Lump Sum</i>	<i>-\$42,000.00</i>	<i>-\$42,000.00</i>
CCUA Design	S04 Lump Sum		\$35,303.54
Oak Stream/Watkins SW	S05 Lump Sum	\$43,941.70	
CR209B/Oak Stream SW	S06 Lump Sum	\$47,364.43	
Additional Post-Design	S07 Limit Amount		\$42,879.77
Adjustments for CCUA	S08 Lump Sum	\$23,367.46	
Additional Geotech Work	S09 Lump Sum	\$15,416.68	
<i>Incentive Adjustment</i>	<i>S09 Lump Sum</i>	<i>-\$42,000.00</i>	<i>-\$42,000.00</i>
Project Total		\$2,352,682.72	\$1,764,272.72

CMAR Group 1 Total	
Original Fee	\$3,394,789.28
Supplement 01	\$315,509.16
Supplement 02	\$75,755.07
Supplement 03	\$164,628.35
Supplement 04	\$35,303.54
Supplement 05	\$43,941.70
Supplement 06	\$47,364.43
Supplement 07	\$42,879.77
Supplement 08	\$23,367.46
Supplement 09	-\$68,583.32
Design Fee	\$4,074,955.44

Optional Services			
Task	Contract Type	Project 3	Project 4
Prepare Bid Plans	Limiting Amount	\$81,714.14	\$81,714.14
Develop 3D Model	Lump Sum	\$55,886.26	\$89,939.19
Ped Bridge	Lump Sum	\$262,648.65	

ATTACHMENT G
CONSULTANT'S
CLARIFICATIONS
TO RFQ SCOPE
OF SERVICES

ATTACHMENT G
CLARIFICATIONS TO SCOPE OF SERVICES FOR
REQUEST FOR QUALIFICATIONS NO. 20/21-37
PROFESSIONAL ENGINEERING DESIGN CONSULTANT SERVICES FOR THE
BONDED TRANSPORTATION PROGRAM (BTP)
CONSTRUCTION MANAGEMENT AT RISK (CMAR) GROUP #1

SUPPLEMENTAL AGREEMENT 9

General Clarifications

Project 3 begins at Station 235+17.48 on the alignment depicted in RFQ Addendum 1.

Projects 4A and 4B are combined into a single Project 4, which end at Station 235+17.48.

The incentive and disincentive values for Projects 4A and 4B in the table in RFQ Addendum 1 are combined for a single Project 4.

Submittal reviews shall take two weeks (14 calendar days).

Coordination with third parties, other than utilities and regulatory agencies, will be handled by the Owner's Rep. GAI cannot be responsible for design schedule impacts caused by coordination activities that are the responsibility of the Owner's Rep.

Supplement 1

Sandridge Road will be realigned to connect to Russell Road at the existing intersection of Russell Road and CR 209B. This intersection will be evaluated for a roundabout in accordance with FDOT design criteria. The existing intersection of Sandridge Road and Russell Road will not require a signal. Existing Sandridge Road from Russell Road west to the point of realignment will either be removed or terminated in a cul-de-sac.

The GAI Team has completed a typical section analysis to determine the preferred typical section of Russell Road from CR 209B to Peters Creek. After considering various combinations of three lane, four lane, rural, and urban options, the decision is made to build a three lane urban typical section from the new roundabout to south of Watkins Road and a two lane urban divided typical section from south of Watkins Road to Peters Creek.

Supplement 2

Through the Value Engineering process, the following changes will be made to the Sandridge Road design:

- Reduce the travel lane to 11 feet and the bike lane to 4'. This will be accomplished by shifting the median curb outwards. Right turn lanes will be 10 feet to accommodate a 5 foot keyhole for bicycles.
- An approximately 1,000 foot section of Sandridge Road at Bradley Creek will be widened and resurfaced rather than reconstructed. The proposed sidewalk along the north side of the road will be removed from the plans.

- The Traffic Control Plan will be adjusted to allow full closure of Sandridge Road at Lake Asbury Elementary and Junior High for reconstruction.

The project milestones are adjusted as follows:

- Project 3 90% Plans for GMP: 1/24/2023
- Project 3 Permits Approved: 3/7/2023
- Project 3 Construction Documents Complete: 3/23/2023
- Project 4 90% Plans for GMP: 10/6/2022
- Project 4 Permits Approved: 11/17/2022
- Project 4 Construction Documents Complete: 12/8/2022

Supplement 3

GAI will work with the County and Owner's Representative to secure a TIIFT Easement for the CR 209 crossing of Peter's Creek. This effort includes demonstrating that the County has upland riparian interest.

The County acknowledges that the permits for Projects 3 and 4 were delayed for reasons beyond GAI's control. GAI will therefore not be subjected to disincentives related to this milestone.

GAI will develop the Sandridge Road widening, realignment, and roundabout portions of the 90% Project 3 plans into a standalone plan set.

The GAI Team will modify the 90% Project 3 plans along Russell Road south of CR 209B to reduce the scope to include safety improvements only at Oak Stream Drive and Watkins Road. This will be developed as a standalone construction plan set. Drainage design will be re-evaluated, and environmental permits will be updated to show these safety improvements as "Phase 1" of the overall project as previously designed. Temporary Traffic Control Plans will be included to show the 3 major phases of construction. Signing and marking plans will be updated to include the intersection improvements.

Additionally, the GAI Team will evaluate the feasibility of and best location for a sidewalk between Sandridge Road and Watkins Road with a one-page memo to summarize the findings.

Supplement 4

GAI will prepare Utility Work by Highway Contractor plans for modifications of the Clay County Utility Authority's raw water, potable water, sanitary sewer (gravity and force), and reclaimed water facilities in the Project 4 corridor to accommodate the proposed roadway improvements. See attached CCUA Scope and Fee for more details.

Supplement 5

When developing the plans for the safety improvements on Russell Road at Oak Stream Drive and Watkins Road, GAI will include a sidewalk along the east side of the road between these streets.

Supplement 6

GAI will include in the Sandridge realignment and roundabout plans a sidewalk along the east side of Russell Road from CR 209B to Oak Stream Drive.

Supplement 7

GAI's Project 4 post-design scope and fee is expanded to include modification of several side street connects to match what was actually built by developers as well as additional minor revisions and RFI's.

Supplement 8

GAI will adjust the stormwater design to eliminate conflicts with water main, force main, and reclaimed main facilities recently installed for CCUA by a developer.

Supplement 9

Kiewit was unable to meet the Substantial Completion incentive dates for Projects 3 and 4, therefore those incentives are removed. No disincentives were attached to this milestone.

3. Project General Tasks

3.1.5 Driveway Modification Letters: These will be prepared by the Owner's Rep.

3.3.2 of FDOT Staff Hour Form: Estimated Quantities Report Preparation: This is not required per Owner's Rep.

4. Drainage Analysis

4.06 Design of Stormwater Management Facility: GAI will design and permit 5 ponds for Project 3 and 4 ponds for Project 4. The remaining ponds identified on the Pond Siting Report will be designed, permitted and constructed by developers.

At NTP, the Owner's Rep shall provide to GAI the pond siting report and all available support documentation and calculations. Regarding ponds that are being built by Developers and used for this project's stormwater management, the Owner's Rep will obtain from those Developers details and calculations necessary to support GAI's permitting effort. A delay in providing this information would be a delay beyond GAI's control and could impact the schedule.

Supplement 1

The GAI Team completed additional pond siting analysis for Project 3 to account for the varying elevations of the project area and to assess the drainage needs of the various typical section options considered for Russell Road.

Supplement 3

The GAI Team will analyze and design an additional pond located within the existing Sandridge Road right of way, east of the realignment. The GAI Team will analyze previously designed Pond 1 and Pond 2 due to modified basin boundaries.

Pond 1 will be shifted southward to avoid a newly established CCUA easement along the south side of Sandridge Road. The Pond 1 outfall structure will be redesigned to avoid newly

install CCUA facilities and to connect to the cross drain extension recently constructed by the Annabelle Island developer.

The GAI Team will modify the 90% drainage collection and treatment scheme to support the reduced scope of improvements. Drainage design will be re-evaluated without the construction of SMF 7, and environmental permits will be modified to show the safety improvements as “Phase 1” of the overall project as previously designed. Routing of existing runoff to treatment ponds will be necessary for compensatory treatment in both basins. Calculations will be updated to show that Phase 1 can be constructed with compensatory treatment.

Supplement 6

Stormwater system and permitting for the Sandridge realignment and roundabout will account for a sidewalk along the east side of Russell Road from CR 209B to Oak Stream Drive.

Supplement 8

Adjust stormwater conveyance system to eliminate conflicts with water main, force main, and reclaimed main facilities recently installed for CCUA by a developer.

5. Roadway Analysis

5.01 Typical Section Package: This is not required per the Owner’s Rep.

5.02 Survey: At NTP, the Owner’s Rep will provide survey of the roadway. The Owner’s Rep will obtain survey of pond sites that GAI will design after GAI confirms the pond site is required. Any additional survey that should be required during design will be obtained by the Owner’s Rep.

Supplement 1

The Owner’s Rep will provide a survey of the proposed Sandridge realignment and roundabout. This survey will extend beyond the proposed right of way line and include wetland lines and parcel boundaries.

5.03: GAI will not be responsible for setting project controls for the Contractor.

Supplement 3

The GAI Team will modify the 90% Project 3 plans into two separate plan sets. The first set will consist of the Sandridge Road widening, realignment and roundabout. The second set will be a modification of the design along Russell Road south of CR 209B to reduce the scope to include safety improvements only at Oak Stream Drive and Watkins Road. The design will be limited to widening Russell Road to provide left and right turn lanes at both Oak Stream Drive and Watkins Road along with the realignment of Watkins Road. Design updates will include temporary traffic control, signing, pavement marking, and miscellaneous details.

6. Roadway Plans

- Reference points and project controls will be provided by the Owner’s Rep.
- Back of Sidewalk profiles are not necessary.

- Cross Sections will be spaced every 100 feet.
- Optional Materials Tabulations need not be included in the plans.

Supplement 3

The GAI Team will develop standalone plan sets for the Sandridge Road reconstruction/realignment/roundabout in Project 3 and the safety improvements at the Russell Road intersections with Oak Stream Drive and Watkins Road.

Supplement 5

The standalone plan set for the safety improvements on Russell Road at Oak Stream Drive and Watkins Road will include a sidewalk between these streets along the east side of Russell Road.

Supplement 6

GAI will include in the Sandridge realignment and roundabout plans a sidewalk along the east side of Russell Road from CR 209B to Oak Stream Drive.

Supplement 9

Additional geotechnical services were required for the extension of the culvert under Russell Road near Watkins Road due to unforeseen muck found during construction.

Supplemental geotechnical investigations were performed at the Mill Log Creek culvert on Sandridge Road to confirm unsuitable materials are not present.

Additional geotechnical investigations were required by the St Johns River Water Management District through a Request for Additional Information to confirm the presence of a confining layer below stormwater pond 2 for Project 3B. This reduced the drawdown impacts to surrounding wetlands.

9. Environmental Services and Permits

Permit application fees will be paid by the County.

9.02.1 Establish Wetland Jurisdictional Lines and Assessments: At NTP, the Owner's Rep shall provide a survey of the delineation of the landward extents of wetlands and surface waters for the project.

At NTP, Owner's Rep shall provide a written assessment of the current condition and functional value of the wetlands and other surface waters. The Owner's Rep shall provide data in tabular form which includes the ID number for each wetland impacted, size of wetland to be impacted, type of impact and identify any wetland within the project limits that will not be impacted by the project.

9.02.2 Agency Verification of Wetland Data: The Owner's Rep shall be responsible for verification of wetland data identified in Section 8.3 and coordinating regulatory agency field reviews, including finalization of wetland assessments with applicable agencies, and responding to wetland related Requests for Additional Information by the reviewing agency.

Supplement 1

If not already completed, the Owner's Rep shall also schedule and conduct site reviews with the St. Johns River Water Management District and/or the US Army Corps of Engineers to field verify the delineation of the landward extents of wetlands and surface waters for the project. The Owner's Rep shall provide written verification that the delineation was accepted without change, or the Owner's Rep shall provide an updated survey reflecting the adjustments / modifications to the delineation made by the agency(s). The Owner's Rep shall provide written verification of the acceptance of the delineation, or an updated survey depicting the agency adjustments, within 90 days of NTP.

Wetland delineation/assessment and listed species surveys for the realignment of Sandridge Road will be completed by the Owner's Rep.

Supplement 3

The GAI Team will modify the environmental permits to show the safety improvements as "Phase 1" of the overall project as previously designed. Compensatory treatment of existing pavement runoff will be included in the Phase 1 calculations.

Supplement 6

A new sidewalk along the east side of Russell Road from CR 209B to Oak Stream Drive will be included in the permit for the Sandridge realignment and roundabout.

12. Signalization Analysis & Plans

12.3 Signal Warrant Study: This is not required per the Owner's Rep.

12.6 Reference and Master Interconnect Communication Design File: This is not required per the Owner's Rep.

Supplement 1

A traffic signal will not be installed at the intersection of Sandridge Road and Russell Road. Any work beyond the preliminary layouts already prepared will not be necessary. The lighting analysis and design associated with the signal will instead be applied to the roundabout.

Supplement 5

The safety improvements on Russell Road at Oak Stream Drive and Watkins Road will include a crosswalk with rectangular rapid flashing beacons and lighting.

14. Post Design Services

The post design services are a limiting amount agreement based on the following assumptions:

- 4 Revisions and 20 RFI's for Project 3
- 3 Revisions and 10 RFI's for Project 4
- Minimal involvement during the construction phase – questions that arise during construction will be handled primarily by the CEI and Owner's Rep.
- Regular attendance at construction progress meetings will not be necessary.

- As-built survey will be the responsibility of the Contractor or CEI.

Supplement 7

The post design services are expanded to include the following:

- Modification of side street connections at 9 locations to match actual developer construction. This includes tracking quantity changes.
- 2 additional minor revisions and 15 RFI's for Project 4

Supplement 8

The post design services are expanded to include the following:

- Investigation of water main, force main, and reclaimed main facilities recently installed by CCUA for a developer.
- Adjustment of stormsewer conveyance system to avoid impacts with these facilities.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual
Services

SUBJECT:

Approval of the First Amendment to Agreement No. 2020/2021-147 regarding Legal Representation for the Clay County Bonded Transportation Program with Birchfield & Humphrey with regard to Right-of-Way Matters extending the term through December 31, 2025 and increasing the total authorized costs from \$54,999.00 to \$90,000.00.

Funding Source:

Varies by Project

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

In April 2021, the County engaged Birchfield & Humphrey, LLC to provide legal representation to the County related to right of way matters in connection with the County's Bonded Transportation Program. Fees are charged at \$330.00 per hour.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source:

Varies by Project

Sole Source (Yes/No):

No

Advanced Payment

(Yes/No):

No

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Contracts_Birchfield & Humphrey	Agreement/Contract	4/15/2025	Birchfield_and_Humphrey_Legal_Representation_AM1.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual	Streeper, Lisa	Approved	4/16/2025 - 8:22 AM	Item Pushed to Agenda

Clay County Agreement/Contract No. 2020/2021-147 AM1

**FIRST AMENDMENT TO BIRCHFIELD & HUMPHREY LETTER OF AGREEMENT
REGARDING LEGAL REPRESENTATION FOR CLAY COUNTY BONDED
TRANSPORTATION PROGRAM**

This First Amendment to Birchfield & Humphrey Letter of Agreement Regarding Legal Representation for Clay County Bonded Transportation Program (“First Amendment”) is entered into on this ____ day of April, 2025, between Clay County, a political subdivision of the State of Florida (the “County”) and Birchfield & Humphrey, LLC. Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, in April 2021, the County engaged Birchfield & Humphrey, LLC to provide legal representation to the County related to right of way matters in connection with the County’s Bonded Transportation Program as evidenced by a Letter of Agreement signed by both parties, a copy of which is attached hereto as Exhibit 1 and incorporated herein (the “Agreement”); and

WHEREAS, the Agreement provides for a term from April 1, 2021 through March 31, 2025; and

WHEREAS, the Agreement further provides that the maximum payment for services provided by Birchfield & Humphrey, LLC shall not exceed the appropriated amount of \$54,999.00 unless additional appropriations are made to the Bonded Transportation Program; and

WHEREAS, the parties wish to enter into this First Amendment to extend the Agreement term through December 31, 2025 to align the services with pending projects and increase the previously authorized amount by \$35,001.00 to \$90,000.00, which has been appropriated in the budget for the Bonded Transportation Program.

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. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Term Amendment.** The term of the Agreement is hereby extended through December 31, 2025. Accordingly, paragraph 2 of the Agreement is hereby amended and replaced in its entirety with the following:

2. **Term.** Clay County may retain the services of Birchfield & Humphrey,

LLC in relation to the Bonded Transportation Program on a project by project basis, as authorized through the County's Program Administrator for the Bonded Transportation Program, Edwin Dendor, during the term commencing on April 1, 2021 and ending on December 31, 2025.

3. Appropriated Funds Amendment. The appropriated amount under the Agreement is hereby increased \$35,001.00, to reflect a new appropriated amount of \$90,000.00. Accordingly, paragraph 6 of the Agreement is hereby amended and replaced in its entirety with the following:

6. **Appropriated Funds.** Birchfield & Humphrey, LLC acknowledges that the Bonded Transportation Program has currently appropriated \$90,000.00 in its budget for legal services. The maximum payment for services provided by Birchfield & Humphrey, LLC shall not exceed this appropriated amount unless additional appropriations are made to the Program budget.

4. Conforming Changes. All provisions in the Agreement and any amendments, attachments, schedules or exhibits thereto in conflict with this First Amendment shall be and hereby are changed to conform to this First Amendment.

5. Ratification of Agreement. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Amendment are incorporated herein and shall remain in full force and effect.

6. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Amendment and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this First Amendment on behalf of such party and that the First Amendment will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement as of the date and year first written above.

BIRCHFIELD & HUMPHREY, LLC

By: Lauren Howell

Print Name: Lauren E. Howell, Esq.

Print Title: Partner, Birchfield & Humphrey, LLC

**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

F:\Contract\2020 Transportation Bonding Project\Legal Rep\Birchfield Humphrey Engagement Agreement AM1.doc

EXHIBIT 1



**BIRCHFIELD
&
HUMPHREY**

EMINENT DOMAIN & PROPERTY RIGHTS LAW FIRM

Bruce B. Humphrey
bhumphrey@birchfieldhumphrey.com

Lauren E. Howell
lhowell@birchfieldhumphrey.com

W.O. Birchfield
1935-2016

April 6, 2021

Clay County Board of County Commissioners
c/o Courtney K. Grimm, County Attorney
Post Office Box 1366
Green Cove Springs, FL 32043

RE: Legal Representation for the Clay County Bonded Transportation Program

Dear Commissioners,

We thank you for the opportunity to work with you, your staff and your consultants on matters you refer to us. We propose the following terms:

1. **Services.** Birchfield & Humphrey, P.A. will provide advice and representation to you on matters you refer. I will be in charge of these matters and will be primarily responsible for providing and supervising the legal services required. I anticipate that my law partner Lauren E. Howell also will be involved. I will ensure that these matters are adequately staffed. We will use our best judgment to determine the amount of time, who is to perform any specific task, and the nature of the services to be performed in your best interests.

2. **Term.** Clay County may retain the services of Birchfield & Humphrey, P.A. in relation to the Bonded Transportation Program on a project by project basis, as authorized through the County's Program Administrator for the Bonded Transportation Program, Edwin Dendor, during the term commencing on April 1, 2021 and ending on March 31, 2025.

3. **Professional Fees.** We will charge for our services as follows:

Bruce B. Humphrey	\$330.00 per hour
Lauren E. Howell	\$330.00 per hour

824 A1A North, Suite 305 | Ponte Vedra Beach, FL 32082

Tel: (904) 396-6625 | Fax: (904) 396-6624

www.birchfieldhumphrey.com

4. **Costs and Expenses.** The firm will charge for costs and expenses incurred on your behalf for this representation. We may advance these costs and seek reimbursement in our billings or we may at our discretion request you to deposit these costs with us before the costs are incurred.

5. **Billing and Payment.** We will bill you on a monthly basis for professional services rendered and expenses incurred. You agree to pay the amount of each statement in full within forty-five (45) days of the billing date or explain why you do not believe any charge is warranted.

6. **Appropriated Funds.** Birchfield & Humphrey, P.A. acknowledges that the Bonded Transportation Program has currently appropriated \$54,999.00 in its budget for legal services. The maximum payment for services provided by Birchfield & Humphrey, P.A. shall not exceed this appropriated amount unless additional appropriations are made to the Program budget.

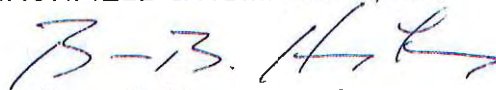
7. **Conflicts of Interest.** Clay County agrees that Bruce B. Humphrey and any lawyer employed by Birchfield & Humphrey, P.A. will be retained in relation to the Bonded Transportation Program on a project by project basis, and that their representation of the County on the following Bonded Transportation Program projects: No. 1CR218 from Cosmos Ave. to Pine Tree Lane; No. 2 CR 209 from Highway 17 to CR 315B; No. 3 CR 209 from Sandridge Road to CR 315B; No. 4 Sandridge Road from Henley Road to CR 209 ; No. 5 CR 220 from Baxley Road to Henley Road; No. 6A First Coast Connector, CR 315 to Highway 17 ; and No. 6B First Coast Connector, First Coast Expressway to CR 315 will not create a conflict of interest between the firm, the County, and any other potentially adverse parties to the County outside of the aforementioned projects. Any additional projects that may be added to the Bonded Transportation Program may be included as part of these terms and conditions by a written amendment.

8. The County's Standard Addendum to All Contracts and Agreements and Scrutinized Companies Certification are made a part of these terms and conditions and are attached hereto and incorporated herein by reference.

If you agree that these terms and conditions are acceptable, please sign in the space provided at the bottom of this letter, return the original to me and retain a copy for your records. On behalf of the Firm, I look forward to assisting you in this matter.

Sincerely,

BIRCHFIELD & HUMPHREY, P.A.

A handwritten signature in blue ink, appearing to read "B-B. H. K.", is written over the printed name.

Bruce B. Humphrey, Esq.

824 A1A North, Suite 305 | Ponte Vedra Beach, FL 32082

Tel: (904) 396-6625 | Fax: (904) 396-6624

www.birchfieldhumphrey.com


Accepted

Clay County Board of County Commissioners

By: 
Mike Cella, Its Chairman

Dated: 4/13/21

ATTEST:


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

BBH:hau

Cc: Courtney K. Grimm, Esq

824 A1A North, Suite 305 | Ponte Vedra Beach, FL 32082

Tel: (904) 396-6625 | Fax: (904) 396-6624

www.birchfieldhumphrey.com

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**

[General]

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

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

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

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

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the

Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

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

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

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

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

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

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

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

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

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

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

12. Governing Law and Venue: 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.

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

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

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

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

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

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

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

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

16. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

17. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating any contract with the County for goods or services of any amount that is entered into or renewed on or after July 1, 2018, if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1).

Further, as provided in Section 287.135(3), Florida Statutes, the County shall have the option of terminating a contract with the County for goods or services of \$1 million or more that is:

(a) entered into or renewed on or before September 30, 2016, and:

- (i) is found to have submitted a false certification as provided under Section 287.135(5);
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

(b) entered into or renewed on or after October 1, 2016, through June 30, 2018, and:

- (i) is found to have submitted a false certification as provided under Section 287.135(5);
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1);
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

(c) entered into or renewed on or after July 1, 2018, and:

- (i) is found to have submitted a false certification as provided under Section 287.135(5);
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

ATTEST:


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


COUNTY:

Clay County, a political subdivision of the State
of Florida

By: 
Mike Cella
Its Chairman

Birchfield & Humphrey, P.A.

(Corporate Seal)

By: 
Bruce B. Humphrey, Esq.

\\legal\contract\standardaddendum\2016\061416 standard addendum-[general]-4b

Scrutinized Companies Certification

[Clay County: Legal Services for Bonded Transportation Program]
INSERT PROJECT NAME

Name of Company:¹ Birchfield & Humphrey, P.A.

In compliance with Section 287.135(5), Florida Statutes (the "Statute"), the undersigned hereby certifies that the Company named above is not participating in a boycott of Israel as defined in subsection (1)(b) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1)(c) of the Statute. The undersigned acknowledges that pursuant to Section 287.135(3)(b) Florida Statutes, the County may, at its option, terminate the Agreement if the Company named above is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Birchfield & Humphrey, P.A.

(Seal)

By:



Bruce B. Humphrey, Esq.

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE: 4/9/2025

FROM: Megan Covey, Grants
Director

SUBJECT:

Approval of amendment to modify the deliverables and reimbursement schedule for The Fire Watch Project, Inc., including updated reporting requirements. Total funding remains at \$20,000.00.

Funding Source:

American Rescue Plan Fund - Fire Watch - Other Contractual Svc

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This amendment modifies the deliverables and reimbursement schedule for The Fire Watch Project's ARPA grant. It separates and clarifies certain deliverables—splitting the veteran suicide report and Board presentation into distinct items, refining the “Train the Trainer” class, and adding a new deliverable for quarterly performance reporting. The total funding amount remains unchanged at \$20,000.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source:

American Rescue Plan Fund - Fire Watch - Other Contractual Svc

Account No:

FD1054-PRJ100518-534000

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_FireWatch Agreement/Contract		4/15/2025	Nonprofit_ARPA_Grant_-_Fire_Watch_Project_AM1.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/16/2025 - 8:21 AM	Item Pushed to Agenda

Clay County Agreement/Contract No. 2024/2025-39

**FIRST AMENDMENT TO GRANT AGREEMENT FOR NONPROFIT
AMERICAN RESCUE PLAN ACT (ARPA) FUNDING**

This First Amendment to Grant Agreement for Nonprofit American Rescue Plan Act (ARPA) Funding (“First Amendment”) is entered into on this ____ day of April, 2025, between Clay County, a political subdivision of the State of Florida (the “County”) and The Fire Watch Project, Inc., a Florida Nonprofit Corporation (“Grantee”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, on November 12, 2024, the parties entered into the Grant Agreement for Nonprofit American Rescue Plan Act (ARPA) Funding, Clay County Agreement/Contract No. 2024/2025-39 (“Agreement”), which is attached hereto as Exhibit 1 and incorporated herein; and

WHEREAS, the Agreement is a cost reimbursement Agreement and provides that the County shall pay Grantee up to \$20,000.00 in consideration for Grantee’s performance under the Agreement with grant funds being disbursed to the Grantee upon the completion of specified deliverables as detailed in the Deliverables Schedule attached as Attachment A to the Agreement; and

WHEREAS, the Grantee has submitted a request to the County to modify the Deliverables Schedule in order to submit for reimbursement under the Agreement for costs incurred for certain deliverables completed; and

WHEREAS, the Agreement may only be modified, changed or amended upon mutual written agreement of the County and the Grantee; and

WHEREAS, the parties desire to enter into this First Amendment to amend the Deliverables Schedule as set forth herein.

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

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Modification to Deliverables Schedule. The Deliverables Schedule attached to the Agreement as Attachment A is hereby amended to modify Deliverables 2-4 and create a new Deliverable 5 category as set forth in the amended Deliverables Schedule attached hereto as Attachment A. Accordingly, Attachment A to the Agreement is hereby removed and replaced in its entirety with amended Attachment A attached to this First Amendment.

3. Conforming Changes. All provisions in the Agreement and any amendments, attachments, schedules or exhibits thereto in conflict with this First Amendment shall be and hereby are changed to conform to this First Amendment.

4. Ratification of Agreement. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Amendment are incorporated herein and shall remain in full force and effect.

5. Severability. If any provision hereto is in conflict with any applicable law or statute or is otherwise unenforceable, then such provisions shall be deemed null and void to the extent of such conflict and shall be deemed severable, without invalidating any other provision of this First Amendment.

6. Counterparts. This First Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

7. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Amendment and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this First Amendment on behalf of such party and that the First Amendment will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement as of the date and year first written above.

THE FIRE WATCH PROJECT, INC.

By: _____
Nicholas Howland
Executive Director

**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

F:\Contract\grant agreements\ARPA Nonprofits\Nonprofit ARPA Grant - Fire Watch Project AM1.doc

AMENDED ATTACHMENT A

DELIVERABLES SCHEDULE

Grantee agrees to provide the following deliverables as specified:

DELIVERABLES & AMOUNT	SUPPORTING DOCUMENTATION
Deliverable No. 1 - \$1,200 per Training	
Host 10 in-person or on-line Watch Stander training events across Clay County by September 30, 2025. Progress reported/invoiced monthly.	Grantee shall provide description of the training (i.e. content description, learning objectives, length of training) and a list of registered participants (i.e. a sign-in sheet with date, time, and location)
Deliverable No. 2 - \$2,500	
Annual report on Clay County veteran suicide data.	Annual Report
Deliverable No. 3 - \$500	
Presentation to the Board on a date mutually agreed upon by the County and Fire Watch.	Board Presentation
Deliverable No. 4 - \$2,000	
Provide a Train the Trainer class to Clay County (10 participants max) to enable Clay County to provide the training to staff and others. Annual Training and Certification	Written training description, learning objectives, and course content; dated sign-in sheet with list of registered participants. Copies of certificates.
Deliverable No. 5 - \$1,000 per Report	
Achieve 70% Engagement Rate, 30% Referral Rate among all Watch Stander (via quarterly report, not just Clay County).	Written progress report submitted quarterly (for first 3 quarters of fiscal year) to the Grants Division

EXHIBIT 1

AGREEMENT

**GRANT AGREEMENT FOR NONPROFIT
AMERICAN RESCUE PLAN ACT (ARPA) FUNDING**

This Grant Agreement for Nonprofit American Rescue Plan Act (ARPA) Funding is entered into this 12 day of November, 2024, by and between The Fire Watch Project, Inc., a Florida Nonprofit Corporation (“Grantee”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to provide assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the COVID-19 pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery; and

WHEREAS, the County is a recipient of SLFRF Funds awarded by the U.S. Department of the Treasury (“Treasury”) and disbursed to the County by the State of Florida, through the Florida Division of Emergency Management (“Division”); and

WHEREAS, ARPA requires that SLFRF funds be used for costs incurred on or after March 3, 2021 and ending December 31, 2024 with all funds being expended no later than December 31, 2026; and

WHEREAS, the Treasury has adopted a final rule effective April 1, 2022 that implements the SLFRF Funds established under ARPA (“Final Rule”); and

WHEREAS, the Treasury’s Final Rule provides that SLFRF funds may be used to respond to the public health emergency or its negative economic impacts, among others; and

WHEREAS, nonprofits have faced significant challenges because of the pandemic, including increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees; and

WHEREAS, recipients of SLFRF funds may respond to the public health emergency or its negative economic impacts, by, among other activities, providing assistance to nonprofits to include loans, grants, in-kind assistance, technical assistance or other services that responds to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, the County allocated a portion of its SLFRF Funds to provide grants to nonprofit organizations to be used for expenditures to include personnel, rent/mortgage, utilities, supplies/equipment, direct services, projects, and capital expenditures; and

WHEREAS, Grantee is a 501(c)(3) nonprofit organization and is in the process of expanding its program known as the Watch Stander Program to build a supportive community

around vulnerable Veterans in Northeast Florida in order to quickly and effectively direct Veterans to resources and crisis services to prevent suicide; and

WHEREAS, the Grantee submitted a funding request (“Funding Request”), incorporated herein by reference, to the County seeking funding to support the Watch Stander program to include training of Clay County community members and partial costs of back-end program administration and management (the “Project”); and

WHEREAS, based upon review of the Funding Request, the County hereby approves the Grantee’s request for funding for the Project in the amount set forth herein; and

WHEREAS, the Grantee acknowledges that SLFRF funds as established by ARPA will be used by the County to provide funding under this Agreement; and

WHEREAS, the Grantee hereby agrees, as a condition to receiving such funds, to the terms and conditions stated herein.

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

1. Funding and Reporting:

(a) This Agreement is a cost reimbursement Agreement. The County shall pay Grantee up to \$20,000.00 in consideration for Grantee’s performance under this Agreement. In no event shall the County’s financial responsibility exceed the funding amount stated in this paragraph. Any additional funds necessary to support the Project are the responsibility of the Grantee.

(b) Grantee agrees that funding awarded under this Agreement shall be used to pay for costs to complete certain deliverables for the Project as set forth herein during the term of this Agreement.

(c) During the term of this Agreement, the Grantee shall provide quarterly written reports to the County to address the status of the Project and which contain the following metrics:

1. Number of Watch Standers monthly in the Watch Stander Program;
2. Veteran engagement and referral rates quarterly;
3. Veteran suicides annually; and
4. Report on the deliverables set forth in **Attachment A**.

(d) During the term of this Agreement, the Grantee shall also give presentations to the Clay County Board of County Commissioners at one or two of its Board Meetings as determined by the County and arranged by the parties to address the Project, the quarterly reports, and how Grantee has used the funds awarded under this Agreement.

2. Term/Period of Performance:

(a) The term of this Agreement is effective as of November 1, 2024 (“Effective Date”) and shall end on September 30, 2025.

3. Payment Process:

(a) Grant funds will be disbursed to the Grantee upon the completion of specified deliverables as detailed in the Deliverables Schedule attached hereto as **Attachment A**. Any changes to the Deliverables Schedule must be agreed upon in writing by both parties. Payment will be governed by the Local Government Prompt Payment Act. Cost sharing or matching funds are not required to be provided by the Grantee.

(b) In order to receive payment, the Grantee must submit an invoice along with supporting documentation sufficient to allow the County to confirm the request for processing and payment in accordance with the Deliverables Schedule. The invoice and supporting documentation must be submitted to the County’s Grants Division by Email at Megan.Covey@claycountygov.com or U.S. Mail at 420 College Drive, Suite 107, Middleburg, FL 32068, Attn: Megan Covey. The invoice for payment must include the following information and supporting documentation:

- a) The Grantee’s name, address and phone number, including payment remittance address.
- b) Reference to this Agreement by its title and number as designated by the County.
- c) Total amount being requested in accordance with the Deliverables Schedule.
- d) Proof of completion of deliverables for which payment is being requested as set forth in the Deliverables Schedule.
- e) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits).
- f) Any additional documents, records, information, reports, and/or summaries, etc. as needed that may be requested by the County.

(c) Upon receipt of the invoice, the County’s Grants Division shall review the invoice and supporting documentation to determine whether the request complies with this Agreement and Deliverables Schedule. Once the invoice is reviewed by the County’s Grants Division, it shall be submitted to Clay County Comptroller’s office (“Paying Agent”) for processing and payment. If the County determines that the invoice does not conform with the applicable requirements, the County’s Grants Division and/or Paying Agent shall notify the Grantee of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the County. If the correction is not timely made or if the correction is unacceptable to the County, the Grantee will not be paid to the extent determined by the County. Payment shall be made only after receipt and approval of the invoice with supporting documentation as set forth in the Deliverables Schedule. The County may refuse to issue payment if the County determines that deliverables were not completed in compliance with the terms of this Agreement.

(d) The Grantee acknowledges that in the budget for each fiscal year of the County during which the term of this 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.

4. Audit and Maintenance of and Access to Records:

(a) Grantee shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by the Treasury.

(b) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the State of Florida through the Division, the Florida State Auditor General (or designee), and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives.

(c) All records connected with this Agreement shall be maintained by Grantee for a period of at least five (5) years after all funds provided under this Agreement have been expended. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

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

5. Compliance with Applicable Law and Regulations:

(a) By signing this Agreement, the Grantee acknowledges that SLFRF funds as established by ARPA will be used by the County to provide funding under this Agreement.

(b) The Grantee acknowledges that the County as a recipient of SLFRF Funds must complete financial, performance, and compliance reporting as may be required. The Grantee agrees to support the County's efforts to comply with any reporting obligations as required by the County and established by the Treasury. The Grantee further agrees to comply with any such reporting obligations as they relate to this Agreement, including, but not limited to, providing reports, summaries, and any documents or information as needed that may be requested by the County's Grants Division.

(c) Grantee agrees to comply with the requirements of section 603 of the Social Security Act, regulations adopted by the Treasury pursuant to section 603(f) of the Social Security Act, guidance issued by Treasury regarding ARPA, and the Award Terms and Conditions issued to the County as a recipient of SLFRF funds.

(d) The Grantee acknowledges that it is bound by and shall comply with and require its subcontractors to comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, regulations, and executive orders. Any express reference in

this Agreement to a particular law, statute, rule, or regulation in no way implies that no other law, statute, rule, or regulation applies.

(e) The Grantee hereby agrees to execute and comply with the Anti-Lobbying Certification and Certification Regarding Debarment Suspension, and Ineligibility, attached hereto as **Attachment B** and **Attachment C**, respectively, which are incorporated herein by reference.

(f) To the extent applicable to the funds provided under this Agreement, the Grantee agrees to comply with and shall require its subcontractors to comply with ARPA Federal Guidelines, attached hereto as **Attachment D**; 31 CFR Part 35, Subpart A addressing SLFRF Funds; any interpretive guidance and regulations related to SLFRF Funds, including such guidance and regulations issued by the Treasury. The Grantee further acknowledges that the SLFRF Funds allocated to the County is subject to 2 CFR Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” including Appendix II attached hereto as **Attachment E**, and the Uniform Guidance at 2 CFR 200.331 – 200.333. The Grantee agrees to comply with 2 CFR Part 200 to the extent applicable to the funds provided under this Agreement.

(g) The Grantee 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 Grantee 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 any subcontractor agreement. Subcontractors shall provide the Grantee 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.

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

1. The Grantee 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 Grantee does use coercion for labor or services, the Grantee 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.

(i) The Grantee hereby agrees to use any property, supplies, or equipment purchased or improved with funds provided under this Agreement for the purpose for which it was purchased or improved as set forth herein and in accordance with Grantee’s Funding Request for the Project. After the term of the Agreement, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or improved or for any other eligible use/purpose outlined in the public health and negative economic impacts eligible use category as set forth in the Treasury’s Final Rule. Following the term of this Agreement, if Grantee desires to

change the use of an asset to an ineligible use/purpose or sell the asset, then the Grantee must notify the County and will be required to follow disposition procedures that are consistent with the Uniform Guidance (2 CFR Part 200). *See* 2 CFR 200.311, 200.313, 200.314, and 200.315. The County reserves the right to require the Grantee to refund to the County the fair market value of the asset at the time of disposition rather than taking possession of the asset.

6. Termination:

(a) The County may terminate this Agreement for cause immediately upon written notice to the Grantee setting forth the reason(s) for such termination, which will be issued after a 10 day cure period ends. Cause includes, but is not limited to, breach of the Agreement, misuse of funds, fraud, lack of compliance with applicable laws, rules, and regulations, or refusal to comply with the Public Records Laws.

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

(c) Upon termination of the Agreement, any unexpended funds shall be immediately returned to the County. Any expended funds may be subject to recoupment as set forth below.

7. Recoupment of Funds:

(a) The Grantee acknowledges that it is responsible for compliance with this Agreement and with all laws, rules, and regulations applicable to the funding provided to the Grantee in accordance with this Agreement. Breach of this Agreement, misuse of the funds, failure to comply with applicable laws, rules, or regulations, or termination of the Agreement may result in all or a portion of the funding becoming subject to recoupment. If the funding is subject to recoupment, the County will provide the Grantee with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before the County provides a final notice of recoupment. If the Grantee receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Upon receipt of final notice of recoupment, the Grantee shall promptly, and in any event within 30 days of receiving such notice, or as otherwise determined by the County, return the funds subject to recoupment. The County may pursue other forms of remediation in conjunction with, or as an alternative to, recoupment.

8. Discrimination Prohibited:

(a) In performance of this Agreement, the Grantee 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.

9. Protections for Whistleblowers:

(a) In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(b) The list of persons and entities referenced in the provision above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) Grantee shall inform its employees in writing of the rights and remedies provided under this paragraph, in the predominant native language of the workforce.

10. Public Records:

(a) The Grantee 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 Grantee 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. The Grantee shall comply with all

requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. 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 Grantee of the request, and the Grantee must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

11. Indemnification:

(a) Grantee shall promptly defend, 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 or related to any acts, action, error, neglect, or omission by the Grantee and its directors, officers, employees, or agents in the performance of the Agreement and/or Project. These indemnification obligations shall survive the termination of the Agreement. The Grantee's duty to defend, indemnify and hold the County harmless specifically does not encompass indemnifying the County for damages arising out of the injury or damages to persons or property directly caused by or resulting from the gross negligence or willful misconduct of the County.

(b) The County does not agree to and shall not indemnify the Grantee or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) The County expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement and/or Project, or any other losses resulting in any way from the performance of this Agreement and/or Project, or any contract or subcontract under this Agreement.

12. 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. The Grantee is fully responsible for any and all tax consequences of receiving payment.

13. Independent Contractor:

(a) The acceptance of funding by Grantee under this Agreement does not in any way establish an agency relationship between the County and Grantee. Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. None of the provisions of this Agreement shall be construed to create, or be interpreted as, a joint venture, partnership or formal business organization of any kind.

14. 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.

15. Attorneys' Fees:

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

16. Severability:

(a) If any provisions 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.

17. No Assignment:

(a) The Grantee shall not assign or otherwise transfer, in whole or in part, any of its rights, duties, or obligations under this Agreement to any other party. Any such assignment attempted by the Grantee shall be null and void.

18. 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.

19. Remedies:

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

20. Amendment, Changes or Modification of Agreement:

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

21. 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 purpose and intent of this Agreement.

22. 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 paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

23. Entire Agreement:

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

24. 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.

25. Counterparts:

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

26. Attachments:

(a) The following attachments to this Agreement are incorporated by reference as if set out fully herein:

Attachment A	Deliverables Schedule
Attachment B	Anti-Lobbying Certification
Attachment C	Certification Regarding Debarment, Suspension, and Ineligibility
Attachment D	ARPA Federal Guidelines
Attachment E	Appendix II to Part 200


27. Authority:

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

THE FIRE WATCH PROJECT, INC.


By: 

Print Name: Nicholas Howland


Print Title: Executive Director



CLAY COUNTY, a political subdivision of the State of Florida

By: 
Jim Renninger (Nov 18, 2024 11:35 EST)
Jim Renninger
Its Chairman

ATTEST:


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

F:\Contract\grant agreements\ARPA Nonprofits\Nonprofit ARPA Grant - Fire Watch Project11.12.24.doc

ATTACHMENT A

DELIVERABLES SCHEDULE

Grantee agrees to provide the following deliverables as specified:

DELIVERABLES & AMOUNT	SUPPORTING DOCUMENTATION
Deliverable No. 1 - \$1,200 per Training	
Host 10 in-person or on-line Watch Stander training events across Clay County by September 30, 2025. Progress reported/invoiced monthly.	Grantee shall provide description of the training (i.e. content description, learning objectives, length of training) and a list of registered participants (i.e. a sign-in sheet with date, time, and location)
Deliverable No. 2 - \$3,000	
Annual report on Clay County veteran suicide data, including presentation to the Board on Tuesday, May 13, 2025.	Annual Report and Board Presentation
Deliverable No. 3 - \$5,000	
1. Provide a Train the Trainer class to Clay County (10 participants max) to enable Clay County to provide the training to staff and others. Annual Training and Certification	Written training description, learning objectives, and course content; dated sign-in sheet with list of registered participants. Copies of certificates.
2. Achieve 70% Engagement Rate, 30% Referral Rate among all Watch Standers (not just Clay County).	Written progress report submitted quarterly to the Grants Division

ATTACHMENT B ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING

The Nonprofit certifies to the best of its knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Nonprofit, 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 Nonprofit shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Nonprofit 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 Nonprofit certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Nonprofit understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

NONPROFIT: The Fire Watch Project, Inc.

SIGNATURE: 

PRINTED NAME: Nicholas Howland

TITLE: Executive Director

DATE: Nov 20, 2024

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

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY

The Nonprofit certifies that:

- (a) This Agreement is a covered transaction for purposes of 2 CFR, Part 180. As such, the undersigned is required to verify that none of the Nonprofit, 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 Nonprofit 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 Nonprofit 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 Nonprofit 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 Nonprofit further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Nonprofit of this Certification completed by its subconsultants.

NONPROFIT: The Fire Watch Project, Inc.

SIGNATURE: 

PRINTED NAME: Nicholas Howland

TITLE: Executive Director

DATE: Nov 20, 2024

ATTACHMENT D ARPA FEDERAL GUIDELINES

COMPLIANCE WITH ARPA FEDERAL GUIDELINES

1) The Contractor agrees to comply with the requirements of section 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, regulations adopted by the Treasury pursuant to section 603(f) of the Act, and guidance issued by the Treasury regarding the foregoing. To the extent applicable, the Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to the Agreement. As used herein, the term “Contractor” means the vendor or other party to the Agreement with the County.

2) In performance of the Agreement, Contractor agrees to comply with the following statutes and regulations prohibiting discrimination:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b) 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;
- c) 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;
- d) 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
- e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

3) Equal Employment Opportunity. The Contractor shall comply with Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 C.F.R. Chapter 60. In accordance with 41

C.F.R. §60-1.4(b), the Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of the Agreement, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.
- b) 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.
- c) 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, sexual orientation, gender identity, or national origin.
- d) 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 a 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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 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.

- i) The Contractor will include provisions (a) through (i) 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.

4) Copeland Anti-Kickback Act. Contractor shall comply with the Copeland “Anti-Kickback” Act, 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable to the services/work, which are incorporated herein by reference.

5) Davis-Bacon Act. Should the Agreement become subject to the Davis-Bacon Act, the Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).

6) Contract Work Hours and Safety Standards Act. The Contractor, as applied to the employment of mechanics and laborers, shall comply with 40 U.S.C. §§ 3702, as supplemented by the Department of Labor regulations at 29 C.F.R. part 5(b):

a) Overtime requirements: 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.

b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor, its contractor(s) or any subcontractor(s) responsible therefor shall be liable for the unpaid wages. In addition, such Contractor, contractor(s) and subcontractor(s) shall be liable to the United States, 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 (a) of this section.

c) Withholding for unpaid wages and liquidated damages: The County or the State 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, contractor(s) or subcontractor(s) 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, contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d) Subcontracts: The Contractor, contractor(s) or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7) Clean Air Act and Federal Water Pollution Control 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. 7401et seq. 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.

b) 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. 1251-1387. 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.

8) Energy Efficiency/Conservation (44 C.F.R. §13.36(i)(13)). The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

9) Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's 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). Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. 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 CFR Part 180, subpart C and 2 CFR Part 3000, 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. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10) Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. 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 who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment.

11) Domestic Preferences for Procurements 2 CFR §200.322. 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**ATTACHMENT E
APPENDIX II
TO PART 200**

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE: 4/9/2025

FROM: Megan Covey, Grants
Director

SUBJECT:

Approval of Agreement for the Management and Control of Property and Equipment Acquired with Federal Urban Areas Security Initiative (UASI) Grant Funds between and among the City of Jacksonville, Baker County, Nassau County, and St. Johns County beginning on the effective date through September 30, 2025. Clay County's allocation under this agreement is \$193,667.00.

Funding Source:

N/A

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The City of Jacksonville/Duval County Emergency Preparedness Division was awarded the Fiscal Year 2023 Urban Area Security Initiative (UASI) Grant in the amount of \$1,425,000.00 for the purpose of providing funding to enhance regional preparedness and capabilities in designated high-threat, high-density areas against acts of terrorism. Clay County has requested to utilize the allocated funds for (1) a regional two-day joint and collective full-scale exercise at the Clay County Fairgrounds and Emergency Operations Center (\$110,000.00) and (2) video surveillance cameras for Clay County Fairgrounds, plus related storage and equipment (\$83,667.00). The City of Jacksonville will oversee and manage all procurement processes related to the UASI award. All project requests will be submitted to the Florida Department of Emergency Management by the City of Jacksonville.

Is Funding Required (Yes/No):

No

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

No

Funding Source:
N/A

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_UASI Agreement	Agreement/Contract	4/15/2025	GC-#1645946-v1-UASI_Manage_Control_Multi-County_Fed_Funds.ADA.pdf
▢ Contracts_Memo UASI	Cover Memo	4/15/2025	Memo_UASI_Jacksonville_MSA.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/16/2025 - 8:21 AM	Item Pushed to Agenda

**AGREEMENT
BETWEEN AND AMONG
CITY OF JACKSONVILLE, BAKER COUNTY,
CLAY COUNTY, NASSAU COUNTY, AND ST. JOHNS COUNTY
FOR
MANAGEMENT AND CONTROL OF PROPERTY
AND EQUIPMENT ACQUIRED WITH FEDERAL GRANT FUNDS**

THIS AGREEMENT for the management and control of property and equipment acquired with federal grant funds is made and entered into this ____ day of _____, 2025, between and among **BAKER COUNTY, CLAY COUNTY, NASSAU COUNTY,** and **ST. JOHNS COUNTY**, all political subdivisions existing under Constitution and laws of the State of Florida, and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida, for and on behalf of its Fire and Rescue Department, Emergency Preparedness Division (hereinafter collectively referred to as the “City”), with street address at 515 North Julia Street, Jacksonville, Florida 32202.

RECITALS:

WHEREAS, City of Jacksonville/Duval County Emergency Preparedness Division has been awarded the Fiscal Year 2023 Urban Area Security Initiative (UASI) Grant for the purpose of providing funding to enhance regional preparedness and capabilities in designated high-threat, high-density areas against acts of terrorism; and

WHEREAS, the FY2023 UASI Grant supports the DHS/Federal Emergency Management Agency’s (FEMA) focus on enhancing the ability of state and local governments to prevent, prepare for, protect against, and respond to potential terrorist attacks; and

WHEREAS, FEMA awarded UASI funds in the amount of \$1,425,000.00 to the City based on risk as determined by FEMA’s relative risk methodology to help strengthen communities in the Jacksonville Metropolitan Statistical Area (MSA), which includes Baker, Clay, Duval, Nassau, and St. Johns Counties; and

WHEREAS, such funding will be used to protect, prevent, and respond to acts in the Jacksonville MSA by purchasing Equipment and planning, training, and conducting exercises; and

WHEREAS, the City is responsible for providing federal funding and/or equipment purchased with such federal funding (the “Equipment”) to other agencies both within and outside the City of Jacksonville; and

WHEREAS, federal regulations, codified in the Code of Federal Regulations, 44 CFR 13.32 and 13.33, provide that recipients of such Equipment purchased with federal money (the “Recipients”) have certain duties and obligations with respect to the use, control, maintenance, and repair of such Equipment; and

WHEREAS, it is in the best interests of the City to make and enter into this Agreement to specify and memorialize the duties and obligations of the Recipients with respect to the Equipment; now therefore

IN CONSIDERATION of the mutual covenants contained herein and of such other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Incorporation by Reference.** The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. **Purchase of Equipment.** City shall spend **\$1,425,000.00** in funds duly appropriated from a federal grant for the purchase of the Equipment more specifically described in the “Inventory of Equipment,” attached hereto and made a part hereof as **Exhibit A**. Said monetary amount shall be the City’s maximum indebtedness under this Agreement.

3. **Transfer of Equipment to Recipients.** City hereby transfers title of the Equipment to the Recipients for such use by the Recipients as provided herein; provided however, notwithstanding the transfer of title, the Recipients know, understand, and agree that the federal granting agency has an interest in the location, use, and upkeep of the Equipment, and that said federal agency, in its discretion, may request to use the Equipment and shall be allowed to use the Equipment as provided in Section 5.02 of this Agreement.

4. **Recipients’ Responsibilities.** Recipients shall be solely and exclusively responsible for the use, maintenance, repair, replacement in the event of loss or theft, and control of the Equipment as specified in this Agreement.

5. **Use of the Equipment.** The Recipients shall use the Equipment as follows:

5.01. The Equipment must be used by Recipients to enhance the ability of local governments in the Jacksonville MSA to prevent, prepare for, protect against, and respond to terrorist attacks, which is the program for which the Equipment was acquired (the “Program”), whether or not the Program continues to be supported by federal funding. As long as the Equipment is needed for a Program, as recommended by the respective Recipients and approved by the City, it shall be used only for the Programs and for no other purpose; provided however, when the Equipment is no longer needed for the respective Programs, it may be used in other activities currently or previously supported by a federal agency, subject to prior approval by the City. Notwithstanding the foregoing, use of the Equipment must support the Programs by building or enhancing capabilities that relate to the prevention of, protection from, preparation for, or response to violent activity and domestic security and terrorist threats in order to be considered eligible.

5.02. The parties recognize that many projects or programs which support interoperability and coordination of responses to violent activity and domestic security and terrorist threats simultaneously support interoperability and coordination for other threats and circumstances. The Recipients may make the Equipment available for use on other projects or

programs currently or previously supported by the federal government, subject to prior approval by the City; provided however, such use does not interfere with the work on the Program or programs for which the Equipment was originally acquired. Recipients must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorist preparedness. First preference for such other City-approved uses shall be given to other programs or projects supported by the federal granting agency. The Recipient should also consider user fees and treat them as Program income, if appropriate, subject to prior approval by the City.

5.03. Notwithstanding Program income, the Recipients shall not use Equipment acquired with federal funds to provide services for a fee to compete unfairly with private companies that produce equivalent services unless specifically permitted or contemplated by federal law.

5.04. When acquiring replacement Equipment, Recipients may use the Equipment to be replaced as a trade-in or sell the Equipment and use the proceeds to offset the cost of replacement Equipment, subject to the prior written approval of the City.

6. Equipment Management/Record Keeping. Recipients must provide procedures for managing the Equipment, including its replacement, and such procedures must, at a minimum, include the following:

- 6.01. Requirement that Recipient maintain property records which include:
 - 6.01.01. A description of the Equipment;
 - 6.01.02. Manufacturer's serial number, model number, federal stock number, or other identification number of the Equipment;
 - 6.01.03. The source of the Equipment, including the award number;
 - 6.01.04. Identification of the title holder;
 - 6.01.05. Acquisition date or date received if Equipment is furnished by the federal government;
 - 6.01.06. Cost of the Equipment;
 - 6.01.07. Percentage (at the end of the budget year) of federal participation in cost of the Equipment;
 - 6.01.08. Location of the Equipment;
 - 6.01.09. Use and condition of the Equipment; and
 - 6.01.10. Disposition data, including date of disposal and sales price.

6.02. A physical inventory of the Equipment must be taken and the results reconciled with the property records specified in Section 6.01 at least once every six (6) months. Recipients shall, in connection with the inventory, verify existence, current use, and continued need for the Equipment. Such physical inventory records and reports shall be submitted to the City semi-annually on June 30 and December 31 of each year of this Agreement.

6.03. Recipients must create a control system containing adequate safeguards to prevent loss, damage, or theft of the Equipment. Any such loss, damage, or theft shall be reported to the City immediately and shall be investigated and fully documented by both the City and the Recipients, as appropriate.

6.04. Recipients must provide adequate maintenance procedures to keep the Equipment in good condition. Maintenance records and reports must be submitted to the City semi-annually on June 30 and December 31 of each year of this Agreement.

6.05. If a Recipient is authorized to sell the Equipment, it must establish proper sales procedures to ensure the highest possible return for the Equipment. Such sales procedures must be submitted to the City for review and prior approval before Recipient attempts sales of the Equipment.

6.06. Notwithstanding any other provision in this Agreement to the contrary, all records, reports, and submittals (collectively the "Records") required under this Agreement shall be kept by Recipients for a period of five (5) years after disposition of the Equipment. Such Records shall be subject to City inspection at reasonable times at a Recipient's offices during the term of this Agreement and the five-year retention period.

6.07. When original or replacement Equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the Equipment, subject to the prior approval of the City, shall be made as follows:

- 6.07.01. Items of Equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of subject to prior approval by the City, and all proceeds shall be paid to the City.
- 6.07.02. Items of Equipment with a current per-unit fair market value of \$5,000 or greater may be retained or sold, and the City shall have a right to an amount at least equal to the current fair market value at the time of disposition of the Equipment, multiplied by the City's share of the Equipment.
- 6.07.03. In cases where a Recipient fails to take appropriate disposition actions, the City may direct the Recipient to take disposition actions consistent with this Agreement.

7. **Federal Equipment.** In the event a Recipient is provided federally owned equipment:

7.01. Title will remain vested in the federal government.

7.02. Recipient or sub-grantees will manage the Equipment pursuant to federal agency rules and procedures and must submit an annual inventory listing.

7.03. When the Equipment is no longer needed, the Recipient or subgrantee must request disposition instructions from the federal agency.

7.04. The federal awarding agency may reserve the right to transfer title to the federal government or a third party named by the federal awarding agency when such third party is otherwise eligible under existing statutes.

7.05. Such transfers as contemplated in Section 7.04 are subject to the following standards:

7.05.01. The property shall be identified in the grant or otherwise made known to the Recipient in writing.

7.05.02. The federal awarding agency shall issue disposition instructions within 120 calendar days after the end of the federal support of the project for which it was acquired.

7.05.03. If the federal awarding agency fails to issue disposition instructions within the 120 calendar day period, the Recipient shall follow the provisions of 44 CFR 13.32(e)(3).

7.05.04. When title to Equipment is transferred, the Recipient shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the Equipment.

8. **Supplies.** The following shall apply with respect to supplies:

8.01. Title to supplies acquired under a grant or a subgrant will vest, upon acquisition, in a Recipient or subgrantee respectively.

8.02. If there is a residual inventory of unused supplies exceeding \$5,000.00 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs of projects, the Recipient or the subgrantee shall compensate the awarding agency for its share.

9. **Term of Agreement.** The term of this Agreement shall commence on the day and year first above written and shall continue in full force and effect until September 30, 2025.

10. **Indemnification.** Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity, the limits of liability, or the provisions of Section 768.28, Florida Statutes.

11. **Insurance.** During the term of the Agreement, a Recipient shall obtain and maintain All-Risk Property Insurance and/or Property Damage Insurance in amounts equal to the full insurable value of the personal property, Equipment, or vehicles. If Recipient is an entity that is subject to the provisions of Section 768.28, Florida Statutes, such insurance coverage may come from valid self-insurance that is authorized in that statutory section.

12. **Default.**

12.01. Should a Recipient default in its obligations under this Agreement, the City shall provide written notice to the Recipient of the default. The Recipient shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the City may terminate this Agreement by giving ten (10) days' advance written notice of such termination to the defaulting party.

12.02. Recipient's violation of any of the provisions of this Agreement shall constitute a default of this Agreement, subject to the provisions of this section.

12.03. Notwithstanding any other provision of this Agreement to the contrary, in the event of Recipient's default, the City shall be entitled to all available remedies at law or in equity.

13. **Termination for Convenience.** Notwithstanding any other provision in this Agreement to the contrary, any party may terminate this Agreement, at any time, without cause, by giving thirty (30) days' advance written notice of such termination to the other parties.

14. **Return of Equipment.** In the event this Agreement is terminated by default, by passage of time, or for convenience, the Recipient shall return the Equipment to the City. Such Equipment shall be returned in as good condition as it was when received by the Recipient, normal wear and tear excepted.

15. **Nonwaiver.** Failure by any party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, or any purported oral modification or rescission of this Agreement by an employee or agent of such party shall not release such party from its obligations under this Agreement, shall not be deemed a waiver of any rights of the other party to insist upon strict performance hereof or of the other party's rights or remedies under this Agreement or at law, and shall not operate as a waiver of any of the provisions hereof.

16. **Notice.** All written notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

16.01. As to the City:

Captain Sharaad Christopher, Grant Administrator
Division of Emergency Preparedness
Fire and Rescue Department
515 North Julia Street, 4th floor
Jacksonville, Florida 32202

16.02. As to the Recipient:

Megan Covey, Grants Director
Clay County
477 Houston Street
Green Cove Springs, FL 32043
Megan.Covey@claycountygov.com
(904) 295-4151

17. Governing Law, Venue and Severability.

17.01. Governing Law. The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida.

17.02. Venue. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

17.03. Severability. Should any article, section, paragraph, sentence, or other provision of this Agreement be determined by the courts to be unenforceable for any reason, such article, section, paragraph, sentence, or other provision shall be deemed to be severed from this Agreement and shall not affect the other provisions in this Agreement.

18. Construction. The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

19. Section Headings. Section headings appearing in this Agreement are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

20. Amendments. Any and all changes to, additions to, modifications of, or amendments to this Contract or to any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the receipt of the Equipment. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed in this Agreement shall be binding.

IN WITNESS WHEREOF, the parties, by and through their respective authorized representatives, have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan
Mayor

ATTEST:

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

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

By: _____
Betsy Condon
Its Chairman

Form Approved:

Office of General Counsel

ATTACHMENT A

Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at <http://www.fema.gov/authorized-equipment-list>.

The *transfer of funds between the categories* listed in the "Program Budget and Scope of Work" is permitted. However, the *transfer of funds between Issues* is strictly prohibited.

FY 2023 Homeland Security Grant Program – Urban Area Security Initiative			
Grant	Sub-Recipient Agency	Category/Issue	Amount Allocated
FY 2023 - State Homeland Security Grant Program – Urban Area Security Initiative Issue #45	CITY OF JACKSONVILLE	Award Allocation – Issue	\$1,500,000.00
		State Management & Administration withheld 5%	\$75,000.00
		Expendable Award Allocation after 5% reduction	\$1,425,000.00
		LETP-Type Activities (25% of award allocation) This amount is not in addition to the remaining award amount but instead signifies the amount needed to meet the 25% requirement.	\$375,000.00
		Management and Administration (the dollar amount which corresponds to 5% of the total local agency allocation is shown in the column on the right).	\$ 0.00
Total Award		\$1,425,000.00	
State M & A costs		\$75,000.00	

BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost	Issue #
Developing hazard/threat-specific annexes				
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives				
Developing related terrorism and other catastrophic event prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities				
Materials required to conduct planning, engagement, and volunteer management activities				
Travel/per diem related to planning, engagement, and volunteer management activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency				
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs				
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs				
Update governance structures and processes and plans for emergency communications				
Development, and review and revision of continuity of operations plans				
Development, and review and revision of the THIRA/SPR continuity of operations plans				
Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities				
TOTAL PLANNING EXPENDITURES			\$	
Allowable Organizational Activities (HSGP and LETP)	Quantity	Unit Cost	Total Cost	Issue #
Program management				

Development of whole community partnerships				
Structures and mechanisms for information sharing between the public and private sector				
Implementing models, programs, and workforce enhancement initiatives				
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors				
Operational support				
Utilization of standardized resource management concepts				
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event				
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)				
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)				
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)				45
2 FTE Watch Office Planners for the Duval County Watch Office	2	\$90,000.00	\$180,000.00	
1 FTE Watch Office Supervisor for the Duval County Watch Office	1	\$103,452.00	\$103,452.00	
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.				
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT				
Cost of migrating online services to the ".gov" domain				
TOTAL ORGANIZATIONAL EXPENDITURES			\$ 283,452.00	
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Issue #
(Clay County) Regional Two-day joint and collective full-scale exercise at the Clay County Fairgrounds and Emergency Operations Center	1	\$110,000.00	\$110,000.00	45

Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.				
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				

Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s).				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Interoperable communications exercises				
TOTAL EXERCISE EXPENDITURES			\$110,000.00	
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Issue #
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training				
Training Workshops and Conferences (Duval County) Combined basic and advanced marine firefighting training	15	\$2,400.00	\$36,000.00	45
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency				
Full or Part-Time Staff or Contractors/Consultants				
Travel (Duval County) Combined basic and advanced marine firefighting training Travel	15	\$1,600.00	\$24,000.00	45
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Instructor certification/re-certification				
Coordination with Citizen Corps Councils in conducting training exercises				
Interoperable communications training				
Activities to achieve training inclusive people with limited English proficiency				
Immigration enforcement training				
TOTAL TRAINING EXPENDITURES			\$60,000.00	

Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://www.fema.gov/authorized-equipment-list .				
	Quantity	Unit Cost	Total Cost	Issue #
Personal protective equipment				
(Baker County) 1977 / 1951 compliant PPE 01LE-02-BDUS	20	\$538.75	\$10,775.00	45
Explosive device mitigation and remediation equipment				
CBRNE operational search and rescue equipment				
(Duval County) Rescue Saws, Chain Saws, Cordless Cut of Saw 03SR-02-SWAS	3	\$2,250.00	\$6,750.00	45
(Duval County) Tactical Entry Torch 03SR-02-TLHN	1	\$3,877.00	\$3,877.00	45
Information technology				
(Duval County) Fusion Center Server (Computer Hardware) 04HW-01-INHW	1	\$20,000.00	\$20,000.00	45
Cybersecurity enhancement equipment				
(St Johns County) Cybersecurity; Computer System, Intrusion Detection/Prevention 05NP-00-IDPS	1	\$22,702.00	\$22,702.00	45
Interoperable communications equipment				
(Baker County) MCC-4 IP Consoles (each MCC-4 provides four TX/RX interfaces to the system) 06CP-01-MOBL	3	\$4,773.66	\$14,321.00	45
(Nassau County) JPS Z-2 Dual Channel Radio Interoperability Gateway 06CP-01-PORT	7	\$2,500.00	\$17,500.00	45
(Nassau County) JPS ACU Cables for APX 6500 Radios 06CP-01-PORT	14	\$350.00	\$4,900.00	45
(Duval County) Communications and Planning apparatus refresh which includes video switcher, replacing monitors throughout the vehicle, Hi Def Camera system with PTZ capability, pneumatic mast system, rebuilt workstations, exterior display compartment, and Motorola repeater systems. 21GN-00-INST	1	\$190,350.00	\$190,350.00	45
Detection Equipment				
(St Johns County) High Pressure Mass Spectrometer 07CD-01-DPGZ	1	\$83,600.00	\$83,600.00	45
Decontamination Equipment				
(St Johns County) Mass Decontamination System 08D2-03-SHWR	1	\$36,410.00	\$36,410.00	45
Medical supplies				
Power equipment (generators, batteries, power cells)				
CBRNE Reference Materials				
CBRNE Incident Response Vehicles				
(Duval County) Rapid Response Breaching Vehicle with tactical breaching equipment 12VE-00-MISS	1	\$91,650.00	\$91,650.00	45

Terrorism Incident Prevention Equipment				
(Duval County) Mobile and Fixed License Plate Recognition/Readers 03OE-01-ALPR	69	\$3,359.00	\$231,771.00	45
Physical Security Enhancement Equipment				
(Clay County) Video surveillance cameras for Clay County Fairgrounds, plus related storage and equipment 04MD-01-VCAM	5	\$16,733.40	\$83,667.00	45
Inspection and Screening Systems				
(St Johns County) Tactical Portable Xray System 02EX-01-XRAP	1	\$95,475.00	\$95,475.00	45
Animal Care and Foreign Animal Disease				
CBRNE Prevention and Response watercraft				
CBRNE Prevention and Response Unmanned Aircraft				
(Nassau County) Small Unmanned Aerial System (sUAS); Matrice 300 or similar 03OE-07-SUAS	2	\$14,000.00	\$28,000.00	45
(Nassau County) Specialized sUAS accessory to enhance digital imaging and detection capabilities; Thermal Imaging Camera for Matrice 300 03OE-07-UPGD	1	\$9,500.00	\$9,500.00	45
(Nassau County) Specialized sUAS accessory to enhance digital imaging and measurement capabilities; LiDAR attachment for Matrice 300 03OE-07-UPGD	1	\$9,000.00	\$9,000.00	45
(Nassau County) Specialized software that allows live-streaming of digital data from sUAS to remote locations; Drone Sense or similar 04AP-11-SAAS	1	\$2,900.00	\$2,900.00	45
(Nassau County) Intelligent batteries required to operate the sUAS 03OE-07-UPGD	12	\$700.00	\$8,400.00	45
CBRNE Aviation Equipment				
CBRNE Logistical Support Equipment				

Intervention Equipment (e.g., tactical entry, crime scene processing)				
Critical emergency supplies				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
TOTAL EQUIPMENT EXPENDITURES			\$971,548.00	
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	Issue #
Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements				
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above 40 hours of weekly work time in the performance of FEMA – approved activities within the scope of this grant. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees.				
Travel expenses				
Meeting-related expenses				
Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes				
Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.				
Completing the Civil Rights Evaluation Tool				
Conducting activities related to evaluating project effectiveness for HSGP-funded projects				
TOTAL M&A EXPENDITURES			\$0.00	
TOTAL AWARD EXPENDITURES			\$1,425,0000	



Grants Division

477 Houston St.
Green Cove Springs, FL
32043

Phone: 904-529-4211

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



MEMORANDUM

To: Board of County Commissioners

From: Megan Mosley, Grants Director

CC: Troy Nagle, Assistant County Manager

Date: March 21, 2023

Re: Participation in the Urban Areas Security Initiative (UASI) Grant Program
for the Jacksonville Metropolitan Statistical Area

Staff requests authorization to participate in the Urban Areas Security Initiative (UASI) as part of the Jacksonville Metropolitan Statistical Area (MSA). The City of Jacksonville has received an UASI award of \$1,500,000 to benefit counties in the Jacksonville MSA. These counties include Nassau, Baker, Clay, St. Johns, and Duval. Participating counties will agree to a Memorandum of Understanding with the City of Jacksonville, and the City of Jacksonville will assume management responsibility for the award. The City will also oversee and manage procurement related to the UASI award. There is no direct monetary benefit to the County, but, based on population, Clay County is eligible to submit project requests up to \$193,666.60.

The Jacksonville UASI Executive Committee has asked MSA counties to submit initial project proposals by March 27, 2023, for review. The Jacksonville UASI Executive Committee will then submit projects for funding consideration to the Florida Department of Emergency Management by April 14, 2023.

Staff requests BCC authorization to have the Jacksonville UASI Executive Committee submit two project requests on behalf of Clay County:

1. A two-day full-scale special event training exercise and reunification activity involving Emergency Management, Clay County Sheriff's Office, and Fire Rescue. (Approx. \$110,000)
2. Increase security camera capacity at the Clay County Fairgrounds (Approx. \$83,000)

The Urban Areas Security Initiative (UASI) is intended to (1) Assist high-threat, high-density Urban Areas build and sustain capabilities; (2) Prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism; and (3) Assist unique multi-discipline agencies through planning, organization, equipment, training, and exercises.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners

DATE: 4/10/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Right of Way Easement to Clay Electric-Regional Park	Agreement/Contract	4/15/2025	Clay_County_Park.dn.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/16/2025 - 10:43 AM	Item Pushed to Agenda

Prepared by and Return to
Dave Nichols

Real Estate Division
Clay Electric Cooperative, Inc.
P. O. Box 308
Keystone Heights, Florida 32656

Clay Electric Property No:
Clay County Regional Park
W.O. No: 328947

Tax Parcel No.:
10-06-24-006820-001-00

RIGHT-OF-WAY EASEMENT

Clay Electric Cooperative, Inc.

GRANTORS, (whether singular or plural) Clay County, a political subdivision

of the State of Florida

Space above for recording data

whose mailing address is: P.O. Box 1366

City Green Cove Springs State Florida Zip Code 32043

in Consideration of one dollar and other good and valuable Considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell and convey to Clay Electric Cooperative, Inc., a Florida Corporation, of P.O. Box 308, Keystone Heights, Florida, 32656, hereinafter called the Cooperative, its successors and assigns, a perpetual easement more particularly described as follows:

A Non-exclusive easement ten (10) feet in width being five (5) feet on each side of the centerline of an underground electrical distribution system and associated facilities over, under, upon and across a parcel of land lying in Sections 10, Township 06 South, Range 24 East, and Sections 03, Township 06 South, Range 24 East, Clay County, Florida.

Said parcel being more particularly described on the attached Exhibit "A".

A sketch of approximate easement location is show on the attached Exhibit "B"

together with a perpetual easement over, under, upon and across all streets, roads, alleys, easements and rights-of-way in any plat or subdivision of which the above-described property is a part, to the extent of Grantor's interest therein. The Cooperative shall have the following rights and uses in the Easement Area: the right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands (Easement Area) for the transmission of electric power and the distribution thereof; the right to inspect, repair, change, alter, improve, remove, and add to such facilities and systems as the Cooperative deems advisable, including, by way of example, and not by way of limitation, the right to alter, modify, increase or decrease the number and size of conduits, wires, voltage, poles, cables, down guys, transformers, transformer enclosures, regulators, and all necessarily related equipment; the right to cut, trim, remove, and control the growth of trees, shrubberies, and other plants in the easement area by all means available, and not prohibited by law, that may, in the judgement of the Cooperative, interfere with, threaten or endanger the operation and maintenance of the Cooperative's facilities and systems; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise in the judgement of the Cooperative interfere with Cooperative's use of the easement and right-of-way; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, facilities or system whether over land or under ground by other utilities, persons, associations, or corporations, and the right to enter upon, cross, and use other lands of the Grantors to provide reasonable access to the easement granted herein. Grantor agrees that all equipment, poles, wire, facilities, and other tangible personal property, together with any other improvements to the easement and right-of-way installed by or on behalf of the Cooperative, shall remain the sole and exclusive property of the Cooperative, and shall not be subject to any interest or claim of Grantor. Grantor covenants with the Cooperative that Grantor is lawfully seized of the land in fee simple, that Grantor has good, right and lawful authority to grant, bargain, sell, and convey the land and the interest herein conveyed. Grantor reserves the right to use the underlying fee for farming, citrus grove, or pasture purposes, provided that such use shall not include the construction, placement or location of any structures in the easement area, nor any use that would, in the judgement of the Cooperative, interfere with the Cooperative's use and enjoyment of the easement. Grantor agrees that this right-of-way easement is perpetual and shall run with the land, and that any abandonment or interruption of the use of the easement and right-of-way shall not terminate or impair the interests hereby conveyed to the Cooperative.

signatures on next page

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this _____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

First,
Witness Signature: _____
Also,
Type/Print Name: _____
Address: _____

By _____ (seal)
Type/Print Name
and Title: _____ (seal)

Second,
Witness Signature: _____
Also,
Type/Print Name _____
Address: _____

Attest: _____ (seal)
Type/Print Name
and Title: _____ (seal)

STATE OF Florida
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ by _____ of _____,
(date) (name of officer or agent, title of officer or agent) (name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me or has
(state or place of incorporation)

Produced _____ as identification.
(type of identification)

[Notary Seal]

Notary Public

Name typed, printed or stamped

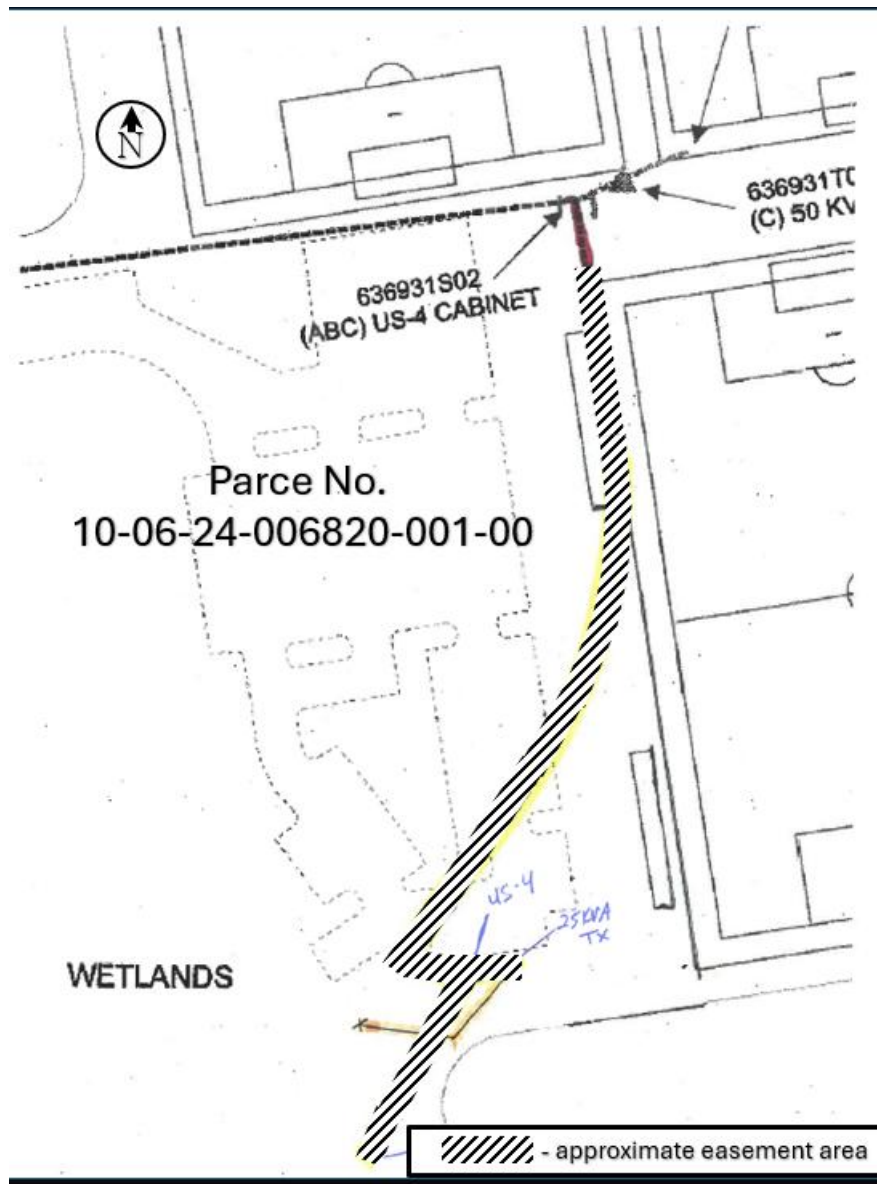
Exhibit "A"

A PORTION OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 24 EAST & A PORTION OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 24 EAST, ALL LYING EAST OF STATE ROAD No. 21 CLAY COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE , COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA ALSO BEING KNOWN AS A 3 INCH BY 3 INCH CONCRETE MONUMENT AS CURRENTLY MONUMENTED; THENCE NORTH 89°56'25" EAST TO THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 21 (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED) A DISTANCE OF 12.54 FEET; THENCE NORTH 00°38'52" EAST ALONG SAID EAST RIGHT OF WAY LINE OF STATE ROAD NO. 21, A DISTANCE OF 3348.62 FEET TO THE POINT OF BEGINNING ; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°38'52" EAST, LEAVING SECTION 10 AND ENTERING SECTION 3 DISTANCE OF 3496.74 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 82°16'20" EAST, A DISTANCE OF 2511.80 FEET; THENCE SOUTH 47°05'33" EAST, A DISTANCE OF 525.88 FEET; THENCE SOUTH 06°26'22" EAST, LEAVING SECTION 3 AND ENTERING SECTION 10, A DISTANCE OF 2118.01 FEET; THENCE SOUTH 00°38'52" WEST, A DISTANCE OF 900.00 FEET; THENCE SOUTH 73°58'05" WEST, A DISTANCE OF 2500.00 FEET; THENCE NORTH 73°29'39" WEST, A DISTANCE OF 770.03 FEET TO THE SAID EAST RIGHT OF WAY LINE OF STATE ROAD NO. 21 AND THE POINT OF BEGINNING .

Exhibit "B"





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

- A) Approval of the SHIP Program Local Housing Assistance Plan (LHAP) for FY25/26, FY26/27, and FY27/28.
- B) Approval of the Certification to the Florida Housing Finance Corporation (Exhibit D)
- C) Approval of the Adopting Resolution (Exhibit E)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The SHIP Program is required to prepare and submit a Local Housing Assistance Plan (LHAP) to Florida Housing every three years. The attached is the proposed LHAP for fiscal years 2025 through 2028.

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

N/A

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

ATTACHMENTS:

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

- ▢ Contracts_SHIP Agreement/Contract 4/16/2025 LHAP_and_Exhibits_SHIP.ADA.pdf
LHAP
- ▢ Contracts_LHAP Exhibit D Cover Memo 4/15/2025 LHAP_2025-exhibit-d_Certification.ADA.pdf
- ▢ Contracts_LHAP Exhibit E Cover Memo 4/15/2025 LHAP_2025-exhibit-e_Resolution.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/16/2025 - 8:22 AM	Item Pushed to Agenda



State Housing Initiative
Partnership Program

Mailing Address:
P.O. Box 1366
Green Cove Springs, FL
32043

Phone: 904-278-4700
Fax: 904-278-4708

County Manager
Howard Wanamaker

Commissioners:

John Sgrumolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



MEMORANDUM

TO: Chereese Stewart, ACM, Economic and Development Services Director

FROM: Theresa Sumner, SHIP Program Administrator

DATE: April 9, 2025

RE: SHIP Local Housing Assistance Plan "LHAP" 2025 - 2028

The SHIP Program is responsible for preparing a Local Housing Assistance Plan "LHAP" every three years. The SHIP Program, after meeting with the Affordable Housing Advisory Committee "AHAC" has prepared the attached Local Housing Assistance Plan for 2025 – 2028. Very few changes were suggested from the previous LHAP. Florida Housing has reviewed this Local Housing Assistance Plan and has provided its conditional approval.

Changes from the previous LHAP are highlighted and outlined below:

Owner Occupied Housing Rehabilitation

Language added: Applicants will only be considered provided they have current estate planning documents in place, such as a will, trust or ladybird deed.

Demolition and Reconstruction – Home Replacement

Language added: Applicants will only be considered provided they have current estate planning documents in place, such as a will, trust or ladybird deed.

Homes for Disabled Veterans

Language added: Applicants will only be considered provided they have current estate planning documents in place, such as a will, trust or ladybird deed.

Housing Construction by a Non-Profit Developer

Language added: An additional amount up to \$35,000 can be added to the Homebuyers Award for a new well and septic system if required.

Repairs to Mobile Home

Language added: The homeowner must own the land under the mobile home.

I am requesting the proposed Local Housing Assistance Plan for 2025 – 2028, along with the appropriate Resolutions and Certifications be placed on the County Commission's Agenda for approval.

CLAY COUNTY SHIP PROGRAM

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2025-2026, 2026-2027, 2027-2028



Table of Contents

Description	Page #
Section I, Program Details	3
Section II, Housing Strategies	6
A. Owner Occupied Housing Rehabilitation	6
B. Purchase Assistance/Down Payment Assistance	8
C. Disaster Assistance	9
D. Special Needs Housing (Non-Profit)	10
E. Eviction Prevention	11
F. Rent Subsidies/Rapid Rehousing	13
G. Demolition and Reconstruction – Home Replacement	14
H. Homes for Disabled Veterans	15
I. Housing Construction by Non-Profit Developer	17
J. Repairs to Mobile Homes	18
Section III, Incentive Strategies	20
A. Expedited Permitting	20
B. Ongoing Review Process	20
Exhibits	
A. Administrative Budget for each fiscal year covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) for Each Fiscal Year Covered in the Plan	
D. Signed LHAP Certification	
E. Signed, Dated, Witnessed or Attested Adopting Resolution	
F. Interlocal Agreement	



I. Program Details:

A. LG(s)

Name of Local Government	Clay County Board of County Commissioners
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2025-2026, 2026-2027, 2027-2028

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Priority will be given to (1) Special Needs; (2) Essential Personnel and (3) Income Category.

- J. Discrimination:** In accordance with the provisions of ss. 760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above,

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount



of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons:

- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Third Party Entity/Sub-Recipient	Administration of the Program	100%

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- S. Project Delivery Costs:** Project Delivery Costs will be paid to a third party who is not a county employee for inspection services provided under the following strategies: Owner Occupied Rehabilitation Strategy, Demolition and Reconstruction- Home Replacement Strategy and the Homes for Wounded Veterans Strategy. Those inspection services include the initial inspection of the property in order to prepare Bid Specifications for each rehabilitation project; attendance at the mandatory contractor walk through to discuss the rehabilitation work to be done; continuous monitoring of the construction process; and the final inspection of the work completed on each project. No more than 5% of the award shall be paid.

- T. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.
- U. Describe efforts to incorporate Green Building and Energy Saving products and processes:** Clay County through implementation of the various SHIP housing strategies shall encourage and support green building, storm resistant and low maintenance construction, including energy efficient features that are economically sound with respect to the goals and benefits of each strategy. Green building and energy savings shall be encouraged in all appropriate SHIP housing strategies as well as the use of energy star rated appliances and ceiling fans with light fixtures, Energy Star fluorescent light fixtures throughout, high-efficiency air conditioning units with programable thermostats, well-insulated exterior walls, exterior doors and ceilings, light colored roofing materials, low/no VOC interior paint, light colored interior and exterior paint, durable and long-lasting asphalt roof shingles and light colored reflective roofing material when appropriate.
- V. Describe efforts to meet the 20% Special Needs set-aside:** Clay County SHIP Coordinator meets on a regular basis with the not-for-profit entities that serve the special needs population to discuss their housing need. The goals are met primarily through Owner Occupied Housing Rehabilitation and Rental Assistance Strategies.
- W. Describe efforts to reduce homelessness:** Efforts to reduce homelessness have been carried out through the Eviction Prevention and Rent Subsidies/Rapid Rehousing strategy whereby the SHIP Program has been able to provide funds to a local not-for-profit entity whose mission is to end homelessness and promote self-sufficiency.

Section II. LHAP Strategies (Please read LHAP Strategy Quick Guide before developing strategies):

A. Owner Occupied Housing Rehabilitation	Code 3
<p>a. Summary: SHIP funds will be used for qualified applicants whose homes are in need of repair. Repairs may include roofing, electrical, plumbing, heating/air conditioning, accessibility modifications, health/safety/sanitary problems, safety code violations, and/or interior/exterior damage and deteriorations to the structure. Under this strategy failing septic systems and old wells can be replaced by paying for connection fees, abandoning private wells and abandoning septic tanks, as well as other related plumbing costs may be funded. Applicants will only be considered provided they have current estate planning documents in place, such as a will, trust or ladybird deed.</p>	
b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028	
c. Income Categories to be served: Extremely Low, Very Low and Low	

d. Maximum award: \$49,999.99

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a recorded Note and Mortgage.
2. Interest Rate: 0 %
3. Years in loan term: 30
4. Forgiveness: None
5. Repayment: None due during the loan term as long as the loan is in good standing. Loan is due and payable at the end of the term.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer or conveyance of property, conversion to a rental property, loss of homestead exemption status, or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on first-qualified, first-served basis with priorities (in order) for Special Needs, Essential Services Personnel and Income Category. A waiting list will be maintained in the event funding is not available. Applications are taken all year long. Recipients must, at a minimum, meet the following criteria:

- The applicant has legally owned and resided in the home continuously for a minimum of one (1) year prior to applying for assistance and must be able to provide proof of ownership; is free from any Lis Pendens filed against the property;
- The applicant(s) mortgage payment is not more than 30 days delinquent at the time of application;
- The applicant(s) property taxes are not delinquent;
- The applicant may not be delinquent on any debt owed to Clay County;
- The applicant(s) must provide proof of filing Federal Income Tax return for the previous year or provide proof of exemption;
- The applicant(s) has been discharged from any bankruptcy filed;
- The applicant(s) has not received SHIP rehabilitation assistance during the previous five (5) years;
- The assessed value of the home may not exceed the maximum amount allowed under the US Treasury Limit;
- The applicant(s) may not have assets (excluding retirement or IRA accounts) exceeding \$15,000.00;
- The applicant(s) may not have any unresolved property code violations/citations, excluding primary residence, issued either by the county or by any city or town if the property is located within an incorporated area other than the item(s) being addressed by SHIP.

g. Sponsor Selection Criteria: N/A



- ii. Additional Information: A loan will be awarded in the amount necessary to make repairs on the home, including charge orders, recording and inspection fees. Repairs are prioritized to provide safe and sanitary living conditions. The maximum loan amount will not be awarded in all cases. The recipient may re-apply for additional assistance after a five-year period of time has elapsed. There is a maximum lifetime assistance award of \$50,000 for each recipient of Housing Rehabilitation funds. Repairs to mobile homes are not eligible under this strategy but are eligible under the Repairs to Mobile Homes strategy. The County's Purchasing Policy shall be used to determine the bid process, dependent upon the dollar amount of rehabilitation work required. Assistance is based upon funding availability.

B. Purchase Assistance/Down Payment Assistance	Code 1,2
---	----------

a. Summary: Funds will be used for qualified persons in need of down payment and/or closing cost assistance to purchase a new or existing home. This strategy will be partnered with the Housing Finance Authority of Clay County's First Time Homebuyer Program, Home Sweet Home.

- bi. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very Low, Low, Moderate and households up to 140% of AMI
- d. Maximum award: \$30,000
- e. Terms:
1. Repayment loan/deferred loan/grant: Deferred payment loans secured by a recorded Note and Mortgage
 2. Interest Rate: 0%
 3. Years in loan term: 30
 4. Forgiveness: None
 5. Repayment: Loan is due and payable at the end of the term.
 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as the primary residence. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing repayment.



f. Recipient/Tenant Selection Criteria:

- The applicant must be a first-time homebuyer;
- The appraised value of the home may not exceed the maximum sales price allowed under the limits of the US Treasury Department;
- The property being purchased must be in Clay County;
- Applicants must qualify through the Home Sweet Home First Time Homebuyer Program/Housing Finance Authority of Clay County First Time Homebuyer Program and must have completed all necessary requirements of that program.

g. Sponsor Selection Criteria: N/A

h. Additional Information: This strategy will be used in conjunction with the Housing Finance Authority of Clay County's First Time Homebuyer Program, also known as the Home Sweet Home Program. Clay County will provide SHIP Program income funds to the Housing Finance Authority of Clay County, on a reimbursement basis for said down payment assistance. The Housing Finance Authority of Clay County will retain and service the down payment assistance loans. When the loans are paid in full, the Housing Finance Authority of Clay County will designate these funds to be used only for down payment assistance to qualified individuals or will return said sums to the SHIP Program. Household income will be verified according to an IRS process rather than the HUD Section 8 income definition used for other SHIP strategies. This acceptable alternative method is required because the SHIP assistance provided under this strategy is combined with tax exempt bond mortgages and/or with Mortgage Credit Certificates, when available, which mandates an IRS based income verification process. Mobile Homes are not eligible. Assistance is based upon funding availability.

C. Disaster Assistance

Code 5

a. Summary: Funds may be used in this strategy to provide emergency repairs to households following a disaster as declared by State or Federal Executive Order. Funds may be used for such items as, but not limited to, purchase of emergency supplies for eligible households to weatherproof damaged homes; interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable; repair of existing wells where public water is not available; post disaster assistance with non-insured repairs. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered. Funds will not be allocated to this strategy except in the case of a State or Federal disaster declaration for the county. Property must be owner occupied.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Extremely Low, Very Low, Low and Moderate

d. Maximum award: \$10,000



- e. Terms:
 1. Repayment loan/deferred loan/grant: Grant
 2. Interest Rate: N/A
 3. Years in loan term: N/A
 4. Forgiveness: N/A
 5. Repayment: N/A
 6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with priorities to Special Needs as defined in F.S. 420.004(13), Homeless as defined in F.S. 420.6321, Elderly and migrant farm workers.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: If the homeowner is insured, proceeds from the insurance must be used first before SHIP funds. Mobile homes will be considered under this strategy. Assistance is based upon funding availability.

D. Special Needs Housing (Non-Profit)	Code 12
--	----------------

- a. Summary: This program will provide funding for the purchase of new construction housing, the purchase of existing housing and/or the rehabilitation of or additions to existing housing used for special needs housing groups. Households to be served are Special Needs as defined in F.S. 420.0004(13) and Homeless as defined in F.S. 420.621. Loans are awarded to non-profits serving Special Needs.
- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Extremely Low, Very Low, and Low
- d. Maximum award: \$300,000
- e. Terms:
 1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a recorded Note and Mortgage.
 2. Interest Rate: 0%
 3. Years in loan term: 10
 4. Forgiveness: Forgiven after 10 years provided Sponsor actively and exclusively uses the property for its intended purpose.
 5. Repayment: No repayment is required provided a default does not occur within the 10-year loan period.
 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, foreclosure or conveyance of property, failure to occupy the property as intended and further outlined in the County's SHIP Funding Agreement or failure to comply with the County's Funding Agreement.



- f. Recipient/Tenant Selection Criteria: N/A
- g. Sponsor Selection Criteria: Assistance is awarded on a first-qualified, first served basis to applicant-sponsors meeting the following criteria:
- Funds must be expended in Clay County;
 - They have successfully completed projects similar to those being developed and in a timely manner, thus demonstrating capability to develop affordable housing;
 - Their financial accountability standards permit the Clay County SHIP Coordinator to account for and audit the SHIP funds utilized, in order to meet the state statutory requirements of the SHIP Program relating to the beneficiaries and units assisted;
 - They have administrative capability to provide all necessary income and demographic documentation in order to meet the state statutory requirements of the SHIP Program relating to beneficiaries, units assisted and state statutory deadline for expanding SHIP Program Funds;
 - They demonstrate or document items that are in place: zoning, infrastructure, site control;
 - There is a contact person named, preferably having prior grant experience;
- h. Additional Information: Assistance is based upon funding availability.

E. Eviction Prevention	Code 13
-------------------------------	----------------

a. Summary: Funds will be awarded to renter households in need of assistance for eviction prevention. Funds are available to pay past due rent, late fees, and additional future rents for a period not to exceed six months total. Rental payments will not exceed the Rent Limit Chart published by HUD annually.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Extremely Low, Very Low and Low

d. Maximum award: \$10,000

- e. Terms:
1. Repayment loan/deferred loan/grant: Grant
 2. Interest Rate: N/A
 3. Years in loan term: N/A
 4. Forgiveness: N/A
 5. Repayment: N/A
 6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipient/Tenant Selection Criteria: Applicants must be participating in a program sponsored by an agency or not-for-profit group who has been selected to participate in this Strategy



and whose mission is to prevent eviction and homelessness, to promote housing stabilization and self-sufficiency,

- To receive eviction prevention funds, the recipient must be at least two months behind in rent payments;
- The recipient must income qualify as Extremely Low, Very Low or Low;
- The recipient must be a resident of Clay County for the past six (6) months;
- The recipient must have documentation of a hardship (i.e. proof of past due rent notice or eviction prevention);
- There must be a reasonable expectation that the applicant will be able to resume full rental payments after receiving SHIP assistance;
- The recipient must meet with the Housing Stability Counselor/Coach for the time that is required to obtain and/or stabilize housing. Housing Stability Counseling/Coaching will be a part of the Program Sponsor's Self-Sufficiency program;
- The recipient will be assisted on a first-qualified, first-served basis.

g. Sponsor/Sub-recipient Selection Criteria:

The length of time the organization has been operating in Clay County or the Northeast Florida Regional Area (minimum of five (5) years);

- Experience in the development of plans to assist the homeless and those in danger of becoming homeless;
- Experience in providing self-sufficiency programs that include supportive housing industry-recognized best practices and quality standards of care;
- Financial and human resource capacity to administer the program;
- Sponsor must have successfully completed projects in a timely manner similar in nature to those being developed. Sponsors must demonstrate capacity to develop housing to assist the homeless and those at risk of homelessness;
- Sponsor must demonstrate financial accountability standards that permit the Clay County SHIP Program Administrator to account for and audit the SHIP funds utilized in order to meet the state statutory requirement of the SHIP Program relating to beneficiaries and units assisted;
- Must have administrative capacity to provide all necessary income and demographic documentation by May 30 of the year the monies are expended, in order to meet the state statutory deadline for expending SHIP Program funds;
- Sponsor should have prior applicable grant experience and should have prior experience in identifying safe, decent and affordable permanent housing;
- Sponsor should have prior experience providing individualized short-term financial assistance and short-term case management.

h. Additional Information: Assistance is based upon funding availability.

F. Rent Subsidies/Rapid Rehousing	Code 23,26
--	-------------------

a. Summary: Funds will be awarded for (1) first and last month's rent, security and utility deposit assistance; and (2) rent subsidies that can be paid for up to twelve (12) months. To be eligible for rent subsidies, the household receiving assistance must have at least one adult who is a person with special needs as defined in s.420.0004, F.S. or be homeless as defined in s 420.621 F.S. Rental assistance will not exceed twelve (12) months.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Extremely Low and Very Low

d. Maximum award: \$10,000

e. Terms :

1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants must be participating in a program sponsored by an agency or not-for-profit group who has been selected to participate in this Strategy and whose mission is to prevent homelessness, to promote housing stabilization and self-sufficiency.

- To receive rental assistance/rapid rehousing funds, the household must be homeless as defined above;
- The recipient must income qualify as Extremely Low or Very Low;
- The recipient must be a resident of Clay County for the past six (6) months;
- The recipient must have documentation of a hardship;
- There must be a reasonable expectation that the applicant will be able to resume full rental payments after receiving SHIP assistance;
- The recipient must meet with the Housing Stability Counselor/Coach for the time that is required to obtain and/or stabilize housing. Housing Stability Counseling/Coaching will be a part of the Program Sponsor's Self-Sufficiency program;
- The recipient will be assisted on a first-qualified, first-served basis.

g. Sponsor Selection Criteria: Funds will be disbursed through a Sponsor for an eligible applicant who is participating in the Sponsor's Self-Sufficiency Program. Criteria for selection of a Sponsor will include:

- The length of time the organization has been operating in Clay County or the Northeast Florida Regional Area (minimum of five (5) years);
- Experience in the development of plans to assist the homeless and those in danger of becoming homeless;
- Experience in providing self-sufficiency programs that include supportive housing industry-recognized best practices and quality standards of care;



- Financial and human resource capacity to administer the program;
- Sponsor must have successfully completed projects in a timely manner similar in nature to those being developed. Sponsor must demonstrate a capacity to develop housing to assist the homeless and those at risk of homelessness;
- Sponsor must demonstrate financial accountability standards that permit the Clay County SHIP Program Administrator to account for and audit the SHIP funds utilized in order to meet the state statutory requirement of the SHIP Program relating to beneficiaries and units assisted;
- Must have administrative capacity to provide all necessary income and demographic documentation by May 30 of the year the monies are expended, in order to meet the state statutory deadline for expending SHIP Program funds;
- Sponsor should have prior applicable grant experience and should have prior experience in identifying safe, decent and affordable permanent housing;
- Sponsor should have prior experience providing individualized short-term financial assistance and short-term case management.

h. Additional Information: Assistance is based upon funding availability. The applicant's lease must be at least twelve (12) months in duration.

G. Strategy Name Demolition and Reconstruction – Home Replacement	Code 4
--	---------------

a. Summary: This strategy provides funding for the replacement of an existing single family dwelling that has been determined to be beyond the allowable cost to rehabilitate and more than 50% of the structure is deemed unlivable and not economically feasible to rehabilitate. This strategy will also provide for the replacement of mobile homes that are over 10 years in age with a single family dwelling. Replacement with a modular home may be considered as the replacement home should that be economically feasible. **Applicants will only be considered provided they have current estate planning documents in place, such as a will, trust or ladybird deed.**

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Extremely Low, Very Low and Low

d. Maximum award: \$300,000

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a record Note and Mortgage
2. Interest Rate: N/A
3. Years in loan term: 30 Years
4. Forgiveness: None
5. Repayment: None due as long as the loan is in good standing. Loan is due and payable at the end of the term.



6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as a primary residence. If any of these occur, the outstanding balance will be due and payable. In cases where the qualified homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the property as his primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria:

Applicants will be ranked for assistance on a first-qualified, first-served basis with priorities for Special Needs. In addition, the applicant must meet the following qualifications:

- The applicant has legally owned and resided in the home continuously for a minimum of one year prior to applying for assistance and must be able to provide proof of ownership;
- The applicant(s) property taxes are not delinquent;
- The applicant(s) may not be delinquent on any debt owed to Clay County;
- The applicant(s) must provide proof of filing a Federal Income Tax return for the previous year or provide proof of exemption;
- The applicant(s) has been discharged from any bankruptcy filed;
- The applicant has never received SHIP assistance;
- The appraised value of the home may not exceed the maximum sales price allowed in the Clay County SHIP Program;
- The applicant may not have assets (excluding retirement or IRA accounts) exceeding \$15,000.00 in value;
- The applicant(s) may not have any unresolved property code violations/citations, excluding principal residence, issued either by the county or by any city/town, if the property is located within an unincorporated area other than the item being addressed by SHIP;
- Applicant must have the ability to secure homeowners insurance on the new dwelling as well as have the ability to pay the property taxes.

g. Sponsor Selection Criteria: N/A

- h. Additional Information: Applicants will only be considered provided they have current estate planning documents in place, such as a will, trust or ladybird deed. Assistance is based upon funding availability.

H. Homes for Disabled Veterans	Code 11
---------------------------------------	----------------

- | |
|---|
| a. Summary: This strategy will provide funds for new construction, rehabilitation and/or retrofitting of an existing home for a veteran with a disability threshold of at least 60%. Disability status will be determined in accordance with the VA regulations. Applicants will only be considered provided they have current estate planning documents in place, such as a will, trust or ladybird deed. |
|---|

- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028



- c. Income Categories to be served: Extremely Low, Very Low, Low and Moderate
- d. Maximum award: \$300,000
- e. Terms:
1. Repayment loan/deferred loan/grant: All assistance under this strategy will be secured with a recorded Note and Mortgage
 2. Interest Rate: 0%
 3. Years in loan term: 10 Years
 4. Forgiveness: This loan will be forgiven at the rate of 10% per year on the anniversary date of the mortgage.
 5. Repayment: No payment is required as long as the loan is in good standing and not in default.
 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer or conveyance of property, conversion to a rental property, loss of homestead exemption eligibility, failure to occupy the home as a primary residence or in the event of a foreclosure. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during their loan term, the loan may be assumed by a SHIP eligible heir who will occupy the property as their primary residence. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
- f. Recipient/Tenant Selection Criteria:
- The recipient must be an honorably discharged, retired or separated veteran from the United States military with a disability threshold of at least 60% as defined by the Veterans Administration;
 - The recipient may be referred by an entity that provides services to disabled veterans;
 - The recipient may not be delinquent on any debt owed to Clay County;
 - The recipient must provide proof of filing Federal Income Tax return for the previous year or provide proof of exemptions;
 - The recipient has been discharged from any bankruptcy filed;
 - The appraised value of the home may not exceed the maximum sales price allowed in the Clay County SHIP Program;
 - Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and Income Category;
 - Clay County Purchasing Policy will be used to determine the bid process to be used.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Assistance is based upon funding availability.

I. Housing Construction by a Non-Profit Developer	Code 10
---	---------

a. Summary: This strategy will provide funds to a non-profit organization/developer to be used to develop affordable housing for resale to eligible buyers/households in Clay County.

- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Extremely Low, Very Low and Low
- d. Maximum award: Developer: \$75,000.00; Homebuyer: \$75,000.00/\$110,000 **An additional amount up to \$35,000.00 can be added to the Homebuyers Award for a new well and septic system if required.**
- e. Terms for the Developer:
1. Repayment loan/deferred loan/grant: All assistance under this strategy will be secured with a recorded Note and Mortgage on the homesite.
 2. Interest Rate: 0%
 3. Years in loan term: 2 Years
 4. Forgiveness: This loan will be forgiven when the home is sold to an income eligible buyer. The funds will be provided to the income eligible buyer at closing as a subordinate mortgage to make the home affordable.
 5. Repayment: Not required if the loan is in good standing.
 6. Default: Failure on the part of the developer to complete construction and transfer ownership to an income eligible buyer within two (2) years of receiving the award will constitute a default. The County may grant exceptions in the case of a national, state or locally declared emergency.

Terms for the Homebuyer:

1. Repayment loan/deferred loan/grant: All assistance under this strategy will be secured with a recorded Note and Mortgage on the homesite.
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: This loan will be forgiven at the end of the 30-year term.
5. Repayment: Not required if the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: Sale, Transfer or Conveyance of Property, Conversion to a Rental Property, Loss of Homestead Exemption Status, or failure of the eligible applicant/homeowner to occupy the home as a primary residence, or in the event of foreclosure. If any of these occur, the outstanding balance on the mortgage will be due and payable. In cases where the qualifying homeowner dies during the loan term, the loan may be assumed by a SHIP Program eligible heir who will occupy the property as his/her primary residence. If the legal heir is not SHIP Program eligible or chooses not to occupy the home, the outstanding balance of the mortgage will be due and payable.

- f. Recipient/Homebuyer Selection Criteria: Assistance will be based on a first-qualified, first served basis with the following criteria:



- The recipient must have legally resided in Clay County for a minimum of one year prior to applying for assistance;
- The recipient must meet the income guidelines for the SHIP Program under this strategy;
- The recipient(s) must provide proof of filing Federal income Tax return for the previous year or provide proof of exemptions;
- The recipient must be discharged from any bankruptcy proceeding filed;
- The recipient may not have assets (excluding retirement or IRA accounts) exceeding \$15,000.00 in value..

g. Sponsor Selection Criteria:

- Priority will be given to a local Habitat for Humanity organization;
- Must be a not-for-profit organization;
- The Sponsor must provide affordable housing as stated in the organization's Mission Statement or Bylaws;
- The Sponsor must have been engaged in affordable housing and housing efforts in Clay County or the Northeast Florida Regional area for at least five (5) years;
- The Sponsor must have completed similar projects in a timely manner similar to those being developed;
- The Sponsor must have administrative capacity to provide all necessary income and demographic documentation by May 30th of the year monies are expended, in order to meet the state statutory deadline for expending SHIP Program funds;
- The Sponsor should have prior experience providing individual short-term and long-term financial assistance.

h. Additional Information: Funding is based upon funding availability

J. Repairs to Mobile Homes	Code 3
----------------------------	--------

a. Summary: This strategy provides funding for repairs to mobile homes owned by qualified applicants. **The homeowner must own the land under the mobile home.** Mobile homes must not be older than ten years in age. Repairs are limited to Roofing; HVAC Systems; Replacement of the Water Heater; Replacement of failing septic system, including well; Payment of Connection Fees to public service hookup; Abandoning private wells and closing of the septic tank; Installation or replacement of skirting around base of mobile home. It should be noted that only 20% of an allocation can be spent on mobile/manufactured homes.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Extremely Low, Very Low and Low

d. Maximum award: \$49,999.99

g. Terms:

1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded Note and Mortgage
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: None
5. Repayment: None due as long as the loan is in good standing. The loan is due and payable at the end of the term.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer or conveyance of property, conversion to a rental property, loss of homestead exemption status, or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP Program eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP program eligible or chooses not to occupy the home the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria:

Applicants will be ranked for assistance based on first-qualified, first served basis with priorities for Special Needs, Essential Personnel and Income Categories. A waiting list will be maintained in the event funding is not available and applications are taken all year long. Applicants must, at a minimum meet the following criteria:

- The applicant has legally owned and resided in the home continuously for a minimum of one (1) year prior to applying for assistance and must be able to provide proof of ownership with no Lis Pendens filed against the property;
- The applicant's mortgage payments are not more than 30 days delinquent at the time of application;
- The applicant's property taxes are not delinquent;
- The applicant may not be delinquent on any debt owed to Clay County;
- The applicant must provide proof of filing Federal Income Tax return for the previous year or provide proof of exemption
- The applicants have been discharged from any bankruptcy filed;
- The applicant has not received SHIP rehab assistance during the previous five (5) years;
- The assessed value of the home may not exceed the maximum sales price allowed by the Clay County SHIP Program;
- The applicant may not have assets (excluding retirement or IRA accounts) exceeding \$15,000.00 in value;
- The applicant may not have any unresolved property code violations/citations, excluding primary residence, issued either by the county or by any city or town if the property is located within an incorporated area other than the item being addressed by SHIP.

h. Sponsor Selection Criteria: N/A



h. Additional Information: A loan will be awarded in the amount of money to make necessary repairs on the mobile home, including change orders and inspection fees. Repairs are prioritized to provide safe and sanitary living conditions. The maximum loan amount will not be awarded in all cases. The applicant may re-apply for additional assistance after a five year time has elapsed. There is a maximum lifetime assistance award of \$50,000.00. Assistance is based upon funding availability.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

- A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.
- B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

IV. EXHIBITS:

Required

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.

Optional

- F. Interlocal Agreement (Required if applicable).
- G. Clay County SHIP/CDBG Subordination Policy.

LOCAL HOUSING ASSISTANCE PLAN
2025 - 2028
EXHIBIT A
ADMINISTRATIVE BUDGET FOR EACH YEAR

(Local Government name)

Fiscal Year: 2025-2026	
Estimated SHIP Funds for Fiscal Year:	\$ 1,800,000.00
Salaries and Benefits	\$ 76,063.00
Office Supplies and Equipment	\$ 1,000.00
Travel Per diem Workshops, etc.	\$
Advertising	\$ 300.00
Other*	\$ 100,000.00
Total	\$ 177,363.00
Admin %	9.85%
	OK
Fiscal Year 2026-2027	
Estimated SHIP Funds for Fiscal Year:	\$ 1,800,000.00
Salaries and Benefits	\$ 77,000.00
Office Supplies and Equipment	\$ 1,000.00
Travel Per diem Workshops, etc.	\$
Advertising	\$ 300.00
Other*	\$ 100,000.00
Total	\$ 178,300.00
Admin %	9.91%
	OK
Fiscal Year 2027-2028	
Estimated SHIP Funds for Fiscal Year:	\$ 1,800,000.00
Salaries and Benefits	\$ 77,000.00
Office Supplies and Equipment	\$ 1,000.00
Travel Per diem Workshops, etc.	\$
Advertising	\$ 300.00
Other*	\$ 100,000.00
Total	\$ 178,300.00
Admin %	9.91%
	OK
<p>*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.</p> <p>Details:</p>	

LOCAL HOUSING ASSISTANCE PLAN

2025 - 2028

EXHIBIT B

TIMELINE FOR ESTIMATED ENCUMBRANCE AND EXPENDITURE

Exhibit B
Timeline for SHIP Expenditures

Clay County Board of County Commissioners affirms that funds allocated for these fiscal years will (local government) meet the following deadlines:

Fiscal Year	Encumbered	Expended	Closeout Report
2025-2026	6/30/2027	6/30/2028	9/15/2028
2026-2027	6/30/2028	6/30/2029	9/15/2029
2027-2028	6/30/2029	6/30/2030	9/15/2030

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2025-2026	3/30/2028	6/15/2028
2026-2027	3/30/2029	6/15/2029
2027-2028	3/30/2030	6/15/2030

Requests for Expenditure Extensions (close-out year ONLY) must be emailed to robert.dearduff@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____."
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

LOCAL HOUSING ASSISTANCE PLAN

2025 - 2028

EXHIBIT C

HOUSING DELIVERY GOALS CHART FOR EACH FISCAL YEAR

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2025-2026												
Name of Local Government:		Clay County SHIP Program										
Estimated Funds (Anticipated allocation only):			\$ 1,800,000									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
3	Owner Occupied Housing Rehabilitation	Yes	4	\$49,000					\$196,000.00	\$0.00	\$196,000.00	4
1,2	Purchase Assistance/Down Payment Assistance	Yes					10	\$20,000	\$200,000.00	\$0.00	\$200,000.00	10
3	Disaster Assistance	Yes	1	\$10,000					\$10,000.00	\$0.00	\$10,000.00	1
4	Demolition and Reconstruction	Yes	1	\$200,000					\$200,000.00	\$0.00	\$200,000.00	1
10	Non-Profit Housing Construction	Yes			6	\$150,000			\$900,000.00	\$0.00	\$900,000.00	6
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		6		6		10		\$1,506,000.00	\$0.00	\$1,506,000.00	22
Purchase Price Limits:			New	\$ 579,000	Existing	\$ 579,000						
			OK		OK							
Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13	Eviction Prevention	No	5	\$10,000					\$0.00	\$50,000.00	\$50,000.00	5
23,26	Rent Subsidy/Rapid Rehousing	No	5	\$10,000					\$0.00	\$50,000.00	\$50,000.00	5
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		10		0		0		\$0.00	\$100,000.00	\$100,000.00	10
Administration Fees			\$ 160,000		5%		OK					
Home Ownership Counseling			\$ 10,000									
Total All Funds			\$ 1,776,000		OK							
			Set-Asides									
Percentage Construction/Rehab (75% requirement)			83.7%		OK							
Homeownership % (65% requirement)			83.7%		OK							
Rental Restriction (25%)			5.6%		OK							
Very-Low Income (30% requirement)			\$ 506,000		28.1%		OK					
Low Income (30% requirement)			\$ 900,000		50.0%		OK					
Moderate Income			\$ 200,000		11.1%							

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2026-2027												
Name of Local Government:		Clay County SHIP Program										
Estimated Funds (Anticipated allocation only):			\$ 1,800,000									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
3	Owner Occupied Housing Rehabilitation	Yes	2	\$49,000	2				\$98,000.00	\$0.00	\$98,000.00	4
1,2	Purchase Assistance/Down Payment Assistance	Yes					10	\$20,000	\$200,000.00	\$0.00	\$200,000.00	10
3	Disaster Assistance	Yes	1	\$10,000					\$10,000.00	\$0.00	\$10,000.00	1
10	Non-Profit Housing Construction	Yes			8	\$150,000			\$1,200,000.00	\$0.00	\$1,200,000.00	8
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		3		10		10		\$1,508,000.00	\$0.00	\$1,508,000.00	23
Purchase Price Limits:			New:	\$ 579,000	Existing	\$ 579,000						
			OK	OK								
Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13	Eviction Prevention	No	5	\$10,000					\$0.00	\$50,000.00	\$50,000.00	5
23,26	Rent Subsidy/Rapid Rehousing	No	5	\$10,000					\$0.00	\$50,000.00	\$50,000.00	5
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		10		0		0		\$0.00	\$100,000.00	\$100,000.00	10
Administration Fees			\$ 160,000		0%		OK					
Home Ownership Counseling			\$ 10,000									
Total All Funds			\$ 1,778,000		OK							
			Set-Asides									
Percentage Construction/Rehab (75% requirement)			83.8%		OK							
Homeownership % (65% requirement)			83.8%		OK							
Rental Restriction (25%)			5.6%		OK							
Very-Low Income (30% requirement)			\$ 208,000		11.6%		OK					
Low Income (30% requirement)			\$ 1,200,000		66.7%		OK					
Moderate Income			\$ 200,000		11.1%							

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2023-2024 2027-2028												
Name of Local Government:		Clay County SHIP Program										
Estimated Funds (Anticipated allocation only):			\$ 1,800,000									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod. Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
3	Owner Occupied Housing Rehabilitation	Yes	2	\$49,000	2				\$98,000.00	\$0.00	\$98,000.00	4
1,2	Purchase Assistance/Down Payment Assistance	Yes					10	\$20,000	\$200,000.00	\$0.00	\$200,000.00	10
3	Disaster Assistance	Yes	1	\$10,000					\$10,000.00	\$0.00	\$10,000.00	1
10	Non-Profit Housing Construction	Yes			8	\$150,000			\$1,200,000.00	\$0.00	\$1,200,000.00	8
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		3		10		10		\$1,508,000.00	\$0.00	\$1,508,000.00	23
Purchase Price Limits:			New	\$ 579,000	Existing	\$ 579,000						
			OK		OK							
Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod. Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13	Eviction Prevention	No	5	\$10,000					\$0.00	\$50,000.00	\$50,000.00	5
23,26	Rent Subsidy/Rapid Rehousing	No	5	\$10,000					\$0.00	\$50,000.00	\$50,000.00	5
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		10		0		0		\$0.00	\$100,000.00	\$100,000.00	10
Administration Fees				\$ 160,000	9%		OK					
Home Ownership Counseling				\$ 10,000								
Total All Funds				\$ 1,778,000	OK							
Set Asides												
Percentage Construction/Rehab (75% requirement)			83.8%		OK							
Homeownership % (65% requirement)			83.8%		OK							
Rental Restriction (25%)			5.6%		OK							
Very-Low Income (30% requirement)			\$ 208,000	11.6%	OK							
Low Income (30% requirement)			\$ 1,200,000	66.7%	OK							
Moderate Income			\$ 200,000	11.1%								

LOCAL HOUSING ASSISTANCE PLAN

2025 - 2028

EXHIBIT D

LHAP CERTIFICATION

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

Clay County, Florida

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Betsy Condon, Its Chairman

ATTEST:

Date

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

LOCAL HOUSING ASSISTANCE PLAN

2025 - 2028

EXHIBIT E

ADOPTING RESOLUTION

RESOLUTION NO. 2024/2025-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONS OF CLAY COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs; and

WHEREAS, the Clay County SHIP Program has prepared a three-year Local Housing Assistance Plan for

submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners find that it is in the best interest of the public for Clay County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA that:

Section 1: The Board of County Commissioners of Clay County, Florida (the “Board”) hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, 2027-2028.

Section 2: The Board’s Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF APRIL, 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

LOCAL HOUSING ASSISTANCE PLAN
2025 - 2028
EXHIBIT F
INTERLOCAL AGREEMENT BETWEEN
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS AND
THE HOUSING FINANCE AUTHORITY OF CLAY COUNTY

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

Clay County Agreement/Contract No. 2012/13-4

INTERLOCAL AGREEMENT
[SHIP and NSP Administration]

THIS INTERLOCAL AGREEMENT (this Interlocal Agreement) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and the Housing Finance Authority of Clay County, Florida, a public body corporate and politic created under the authority of Section 159.604, Florida Statutes, as of the 20th day of November, 2012.

RECITALS

WHEREAS, Part V II of Chapter 420, Florida Statutes, is the codification of the State Housing Initiatives Partnership Act (the Act); and,

WHEREAS, the Act establishes the State Housing Initiatives Partnership Program (the SHIP Program); and,

WHEREAS, pursuant to Section 420.9072, Florida Statutes, the SHIP Program "is created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment"; and,

WHEREAS, the County is the recipient of funds from the State provided through the SHIP Program (SHIP Funds); and,

WHEREAS, as provided in the Act, the County has developed and implemented its Local Housing Assistance Plan providing for the use of SHIP Funds within the County (the LHAP); and,

WHEREAS, the Florida Housing Finance Corporation established under Part V of Chapter 420, Florida Statutes (the FHFC), is the agency of the State with jurisdiction over the SHIP Program; and,

WHEREAS, the FHFC has been delegated the authority to promulgate rules and regulations governing the SHIP Program; and,

WHEREAS, the County is the recipient of funds from the State provided through the neighborhood stabilization program (NSP I) authorized under the Housing and Economic Recovery Act of 2008 (HERA); and,

WHEREAS, the County's use of the NSPI funds is governed under the terms of that certain subgrant agreement entered into between the County and the Florida Department of Community Affairs (DCA), designated by the County as Agreement Contract No. 2008/09-148 and by DCA as Contract No. IODB-4X-04-20-OI-F07 (the NSPI Contract); and,

WHEREAS, consistent with HERA, the County has used the NSPI funds for the purchase and rehabilitation of abandoned or foreclosed residential properties, which are then sold or rented to income-qualified persons, thereby advancing the cause of affordable housing within the County; and,

WHEREAS, the County has entered into a developer agreement with BASCA, Inc., a Florida not-for-profit corporation (BASCA), designated by the County as Agreement/Contract No. 09/10107 (the BASCA Contract), by which BASCA has purchased and rehabilitated qualified properties using NSPI funds, then sold or rented the same to qualified persons, consistent with the NSPI Contract; and,

WHEREAS, the County has entered into a developer agreement with Neighborhood Housing and Development Corporation, a Florida not-for-profit corporation (NHDC), designated by the County as Agreement/Contract No. 09/10-111 (the NHDC Contract-NSP I), by which NHDC has also purchased and rehabilitated qualified properties using NSPI funds, then sold or rented the same to qualified persons, consistent with the NSPI Contract; and,

WHEREAS, the County has entered into an agreement with Fred Fox Enterprises, Inc., a Florida corporation (FFEI), designated by the County as Agreement/Contract No. 08/09-129 (the Fox NSPI Agreement); and,

WHEREAS, under the terms of the Fox NSPI Agreement, FFEI provides ongoing compliance monitoring and reporting services for the County with respect to properties purchased under the BASCA Contract and under the NHDC Contract-NSP I; and,

WHEREAS, the County is the recipient of funds from the State provided through the neighborhood stabilization program (NSP3) authorized under the 2010 Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act); and,

WHEREAS, as required by DCA, the County has developed and implemented its Housing Assistance Plan providing for the use of NSP3 funds within the County (the NSP3 HAP); and,

WHEREAS, the County's use of the NSP3 funds is governed under the terms of that certain subgrant agreement entered into between the County and DCA, designated by the County as Agreement Contract No. 2011/12-10 and by DCA as Contract No. 12DB-Q5-04-20-OI-FOI (the NSP3 Contract); and,

WHEREAS, consistent with the Dodd-Frank Act, the County has used the NSP3 funds for the purchase of abandoned or foreclosed residential properties, which are then rented to incomequalified persons, further advancing the cause of affordable housing within the County; and,

WHEREAS, the County has entered into a developer agreement with NHDC designated by the County as Agreement/Contract No. 1/12-58 (the NHDC Contract-NSP3), by which NHDC has agreed to purchase and rehabilitate qualified properties using NSP3 funds, then rent the same to qualified persons, consistent with the NSP3 Contract; and,

WHEREAS, the County has entered into an agreement with FFEI, designated by the County as Agreement/Contract No. 1 1/12-62 (the Fox NSP3 Agreement); and,

WHEREAS, under the terms of the Fox NSP3 Agreement, FFEI provides ongoing compliance monitoring and reporting services for the County with respect to properties purchased under the NHDC Contract-NSP3; and,

WHEREAS, Part IV of Chapter 159 of the Florida Statutes authorizes county governments to create housing finance authorities within the State for the purpose of issuing revenue bonds and refunding bonds to assist in relieving the shortage of housing available at prices or rentals which are affordable to many persons and families; and,

WHEREAS, by the adoption of Ordinance No. 80-19, the County's Board of County Commissioners (the Board) created the HFA pursuant to Section 159.604, Florida Statutes; and,

WHEREAS, the HFA is a special purpose governmental entity and a dependent special district within the meaning of Section 189.403(2), Florida Statutes; and,

WHEREAS, consistent with its primary mission of assisting in the creation of affordable housing for qualified purchasers within the County, the HFA has served in an advisory role to the County in the County's implementation of the SHIP Program locally; and,

WHEREAS, the County desires to engage the HFA to provide administrative services for the County's implementation of the SHIP Program locally, for the performance by the County of certain of its obligations under the NSP1 Contract, and for the performance by the County of certain of its obligations under the NSP3 Contract, and the HFA is willing to provide such administrative services under the terms and conditions set forth in this Interlocal Agreement.

WITNESS ETH:

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and objections to the sufficiency and adequacy of which are hereby waived, the County and the HFA (the Parties) do hereby agree as follows:

1. This Interlocal Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Interlocal Act), and all applicable portions of the Interlocal Act are made a part hereof and incorporated herein as if set forth at length herein, including but not limited to the following specific provisions:

(a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the Parties when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement.

(b) This Interlocal Agreement does not and shall not be deemed to relieve any of the Parties of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the Parties, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

(c) As a condition precedent to its effectiveness, this Interlocal Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.

2. For purposes of this Interlocal Agreement, the following terms shall have the meanings ascribed:

(a) Act shall mean the Act, as the same may hereafter be amended from time to time.

(b) County Manager shall mean the County Manager of the County or the County Manager's designee.

(c) DCA shall mean DCA as heretofore referenced in the Recitals, and DEO as its successor agency with jurisdiction over NSPI and NSP3.

(d) DEO shall mean the Florida Department of Economic Opportunity and its successor agency with jurisdiction over NSPI and NSP3.

(e) Developer shall mean any developer under contract with the County for the purchase of qualified homes under NSPI and NSP3.

(f) Fox NSPI Agreement shall mean the Fox NSPI Agreement as heretofore referenced in the Recitals, as amended by that certain First Amendment thereto;

(g) FHFC shall mean the FHFC as heretofore referenced in the Recitals, and its successor agency with jurisdiction over the SHIP Program.

(h) NSPI Contract shall mean the NSPI Contract as heretofore referenced in the Recitals, as modified by Modification Nos. 1, 2, 3 and 4 thereto;

(i) NSP3 Contract shall mean the NSP3 Contract as heretofore referenced in the Recitals, as modified by Modification Nos. 1 and 2 thereto;

(j) Procurement Rules shall mean the most current version of the County's Purchasing Policies Manual, as the same may hereafter be amended from time to time.

(k) SHIP Beneficiaries shall mean persons on whose behalf SHIP Funds are disbursed for home purchase down payment assistance or for home rehabilitation improvements.

(l) SHIP Regulations shall mean the rules and regulations promulgated by the FHFC pertaining to the SHIP Program and the use of SHIP Funds, as the same may hereafter be amended from time to time.

3. The County hereby engages the HFA to perform on behalf of the County all of those administrative duties and functions of the County associated with the operation of the SHIP Program locally, with the exception of the receipt and disbursement of SHIP Funds and funds received on notes issued by borrowers of SHIP Funds (SHIP Repayments), and with the exception of the entry into agreements with SHIP Beneficiaries, with contractors performing home rehabilitation improvements, and with the FHFC. The HFA shall cause all SHIP Repayments to be delivered directly to the County. All administrative functions performed by the HFA in connection with the SHIP Program must be consistent with and in accordance with the Act, with the SHIP Regulations, and with the most current version of the LHAP adopted by the County, as the same may hereafter be amended from time to time. For purposes of this Interlocal Agreement, the most current version of the LHAP is that which was adopted for the 2010-11, 2011-12 and 2012-13 fiscal years of the County. The HFA shall be responsible for

drafting and proposing to the County on a timely basis such amendments and revisions to the LHAP as may be necessary or appropriate under the Act and the SHIP Regulations for consideration by the Board. The administrative duties and functions of the County undertaken by the HFA under this paragraph include but are not limited to:

- (a) The qualifications process of determining the eligibility of persons to participate in the SHIP Program locally as SHIP Beneficiaries;
- (b) The selection of contractors to perform home rehabilitation improvements in accordance with the applicable Procurement Rules;
- (c) The timely preparation and submission to the County of proposed agreements with contractors for home rehabilitation improvements;
- (d) The monitoring of home rehabilitation contractor performance and reporting of defaults thereof to the County Manager;
- (e) The timely preparation and submission to the County of purchase order requisitions for the encumbering of SHIP Funds;
- (f) The timely approval and submission to the County of statements and invoices for the payment of encumbered SHIP Funds;
- (g) The proper maintenance of records for audit purposes;
- (h) The participation in audits of operations and SHIP Funds expenditures by the County's Commission Auditor, the County's external auditor, the FHFC, and any State or federal agency with jurisdiction; and,
- (i) The timely preparation and submittal of such reports as may be required under the Act, the SHIP Regulations and the LHAP.

It is the intention of the Parties that the HFA perform all of the duties and functions heretofore performed by the County's SHIP Coordinator and her administrative assistant in the administration of the SHIP Program locally, and therefore the enumeration of the foregoing administrative duties and functions is intended merely to illustrate the scope thereof, and not to limit the same. Upon submitting a report to any third party related to the SHIP Program, the HFA shall promptly provide a copy thereof to the County Manager. Immediately upon the HFA's receipt of a written audit inquiry or report from the FHFC or any State or federal agency with jurisdiction pertaining to the SHIP Program, the HFA shall provide a copy thereof to the County Manager. Immediately upon the HFA's submittal of a written response to any audit inquiry from the FHFC or any State or federal agency with jurisdiction pertaining to the SHIP Program, the

HFA shall provide a copy thereof to the County Manager. All contact between the County and the HFA shall be coordinated through the County Manager and the HFA's Executive Director.

4. The County hereby engages the HFA to perform on behalf of the County all of those administrative duties and functions required of the County under the NSPI Contract, the BASCA Contract, the NHDC Contract-NSPI, and the Fox NSPI Agreement, with the exception of the receipt and disbursement of NSPI funds, and with the exception of the entry into home purchase agreements under NSPI. All administrative functions performed by the HFA in connection with NSPI must be consistent with and in accordance with the NSPI Contract and all documents and laws, rules and regulations referenced therein, as the same may hereafter be amended from time to time. The administrative duties and functions of the County undertaken by the HFA under this paragraph include but are not limited to:

- (a) The selection of developers to purchase homes under NSPI in accordance with the NSPI Contract and the applicable Procurement Rules;
- (b) The timely preparation and submission to the County of proposed agreements with developers, including BASCA and NHDC, for NSPI-qualified home purchases and rehabilitation undertakings;
- (c) The monitoring of home rehabilitation performance and reporting of defaults thereof to the County Manager;
- (d) The timely preparation and submission to the County of purchase order requisitions for the encumbering of NSPI funds;
- (e) The timely approval and submission to the County of statements and invoices for the payment of encumbered NSPI funds;
- (f) The proper maintenance of records for audit purposes;
- (g) The participation in audits of operations and NSPI funds expenditures by the County's Commission Auditor, the County's external auditor, DCA, and any State or federal agency with jurisdiction;
- (h) The timely preparation and submittal of such reports as may be required under the NSPI Contract;
- (i) The monitoring of BASCA's performance of its duties, covenants and obligations under the BASCA Contract;

(j) The monitoring of NHDC's performance of its duties, covenants and obligations under the NHDC Contract-NSPI ;

(k) The monitoring of performance by Developers of their duties, covenants and obligations under their contracts with the County; and,

(l) The monitoring of performance by FFEI of its duties, covenants and obligations under the Fox NSPI Agreement.

(m) The monitoring of subrecipients and their performance in conformity with the requirements of the NSPI Contract.

It is the intention of the Parties that the HFA perform all of the duties and functions heretofore performed by the County's SHIP Coordinator and her administrative assistant in the administration of the NSPI Contract, the BASCA Contract, the NHDC Contract-NSPI, and the Fox NSPI Agreement, and therefore the enumeration of the foregoing administrative duties and functions is intended merely to illustrate the scope thereof, and not to limit the same. Upon receiving a report from BASCA, NHDC, any Developer or FFEI pertaining to NSPI, the HFA shall promptly provide a copy thereof to the County Manager. Upon submitting a report to any third party pertaining to NSPI, the HFA shall promptly provide a copy thereof to the County Manager. Immediately upon the HFA's receipt of a written audit inquiry or report from DCA or any State or federal agency with jurisdiction pertaining to NSPI, the HFA shall provide a copy thereof to the County Manager. Immediately upon the HFA's submittal of a written response to any audit inquiry from DCA or any State or federal agency with jurisdiction pertaining to NSPI, the HFA shall provide a copy thereof to the County Manager. Immediately upon making the determination that BASCA is in material default of any of its duties, covenants and obligations under the BASCA Contract, the HFA shall so notify the County Manager in writing. Immediately upon making the determination that NHDC is in material default of any of its duties, covenants and obligations under the NHDC Contract-NSPI, the HFA shall so notify the County Manager in writing. Immediately upon making the determination that any Developer is in material default of any of its duties, covenants and obligations under its agreement with the County related to NSPI, the HFA shall so notify the County Manager in writing.

Immediately upon making the determination that FFEI is in material default of any of its duties, covenants and obligations under the Fox NSPI Agreement, the HFA shall so notify the County Manager in writing. All contact between the County and the HFA regarding NSPI shall be coordinated through the County Manager and the HFA's Executive Director.

5. The County hereby engages the HFA to perform on behalf of the County all of those administrative duties and functions required of the County under the NSP3 Contract, the NHDC Contract-NSP3, and the Fox NSP3 Agreement, with the exception of the receipt and disbursement of NSP3 funds, and with the exception of the entry into home purchase agreements under NSP3. All administrative functions performed by the HFA in connection with NSP3 must

be consistent with and in accordance with the NSP3 Contract, the most current version of the NSP3 HAP, as the same may hereafter be amended from time to time, and all documents and laws, rules and regulations referenced therein, as the same may hereafter be amended from time to time. The HFA shall be responsible for drafting and proposing to the County on a timely basis such amendments and revisions to the NSP3 HAP as may be necessary or appropriate under the applicable state and federal laws, rules and regulations governing NSP3 for consideration by the Board. The administrative duties and functions of the County undertaken by the HFA under this paragraph include but are not limited to:

- (a) The selection of developers to purchase homes under NSP3 in accordance with the NSP3 Contract and the applicable Procurement Rules;
- (b) The timely preparation and submission to the County of proposed agreements with developers, including NHDC, for NSP3-qualified home purchases and rehabilitation undertakings;
- (c) The monitoring of home rehabilitation performance and reporting of defaults thereof to the County Manager;
- (d) The timely preparation and submission to the County of purchase order requisitions for the encumbering of NSP3 funds;
- (e) The timely approval and submission to the County of statements and invoices for the payment of encumbered NSP3 funds;
- (f) The proper maintenance of records for audit purposes;
- (g) The participation in audits of operations and NSP3 funds expenditures by the County's Commission Auditor, the County's external auditor, DCA, and any State or federal agency with jurisdiction;
- (h) The timely preparation and submittal of such reports as may be required under the NSP3 Contract;
- (i) The monitoring of NHDC's performance of its duties, covenants and obligations under the NHDC Contract-NSP3;
- (j) The monitoring of performance by Developers of their duties, covenants and obligations under their contracts with the County; and,
- (k) The monitoring of performance by FFEI of its duties, covenants and obligations under the Fox NSP3 Agreement.

- (1) The monitoring of subrecipients and their performance in conformity with the requirements of the NSP3 Contract.

It is the intention of the Parties that the HFA perform all of the duties and functions heretofore performed by the County's SHIP Coordinator and her administrative assistant in the administration of the NSP3 Contract, the NHDC Contract-NSP3, and the Fox NSP3 Agreement, and therefore the enumeration of the foregoing administrative duties and functions is intended merely to illustrate the scope thereof, and not to limit the same. Upon receiving a report from NHDC, any Developer or FFEI pertaining to NSP3, the HFA shall promptly provide a copy thereof to the County Manager. Upon submitting a report to any third party pertaining to NSP3, the HFA shall promptly provide a copy thereof to the County Manager. Immediately upon the HFA's receipt of a written audit inquiry or report from DCA or any State or federal agency with jurisdiction pertaining to NSP3, the HFA shall provide a copy thereof to the County Manager. Immediately upon the HFA's submittal of a written response to any audit inquiry from DCA or any State or federal agency with jurisdiction pertaining to NSP3, the HFA shall provide a copy thereof to the County Manager. Immediately upon making the determination that NHDC is in material default of any of its duties, covenants and obligations under the NHDC Contract-NSP3, the HFA shall so notify the County Manager in writing. Immediately upon making the determination that any Developer is in material default of any of its duties, covenants and obligations under its agreement with the County related to NSP3, the HFA shall so notify the County Manager in writing. Immediately upon making the determination that FFEI is in material default of any of its duties, covenants and obligations under the Fox NSP3 Agreement, the HFA shall so notify the County Manager in writing. All contact between the County and the HFA regarding NSP3 shall be coordinated through the County Manager and the HFA's Executive Director.

6. As compensation for administrative services provided by the HFA under this Interlocal Agreement, the County shall pay the HFA the sum of \$2,500.00 per month, prorated for any partial month. In order to obtain such payment, the HFA must submit a statement to the County no more frequently than one time each calendar month separately itemizing the reimbursable expenses incurred and the services provided for the SHIP Program, NSPI and NSP3. Services provided by the HFA's Executive Director shall be itemized based upon the Executive Director's then-current hourly rate, which shall not exceed \$40.00. The HFA shall provide upon request such information and documentation related to each statement submitted as may reasonably be necessary for the County to obtain reimbursement therefor from SHIP Funds, NSPI funds and NSP3 funds, as applicable. The County's obligation to pay the HFA the sum of \$2,500.00 per month as provided herein is not dependent upon the amount of services provided or reimbursable expenses incurred by the HFA. Further, such compensation shall be inclusive of all expenses incurred by the HFA.

7. The HFA performs all of its duties, covenants and obligations under this Interlocal Agreement as an independent contractor, and not as an employee of the County.

8. Any notices, reports or other documents provided by one of the Parties to the other under this Interlocal Agreement shall be delivered to the following addresses or such other addresses as may hereafter be specified by notice hereunder:

County:

FIFA:

County Manager

Executive Director

Post Office Box 1366 (mail)

Post Office Box 1620 (mail)

477 Houston Street, 4th Floor (delivery)

1279 Kingsley Avenue, Suite 118
(delivery)

Green Cove Springs, Florida 32043

Orange Park, Florida 32067-1620

9. All records maintained by the HFA in connection with the SHIP Program, with NSP I, with NSP3, and with all related matters addressed in this Interlocal Agreement shall be sufficient to show the HFA's compliance with the terms of this Interlocal Agreement. Such records shall remain available for inspection by the County for a period of at least six years. In the event any litigation, claim or audit is commenced before the six year period expires and extends beyond the six year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. All records maintained by the HFA in connection with the SHIP Program, with NSP I, with NSP3, and with all related matters addressed in this Interlocal Agreement shall be regarded as public records under Chapter 119, Florida Statutes, and shall be subject to disclosure as provided therein.

10. The County will provide to the HFA a County email address and the existing space in the County Administration Building in Green Cove Springs, Florida, most recently occupied by the County's SHIP Coordinator and her administrative assistant, within which the HFA shall provide its administrative services specified in this Interlocal Agreement. The County shall have the right provide alternate, functionally equivalent space in lieu of the existing space.

11. This Interlocal Agreement shall commence upon the date first above-written, and shall remain in effect continuously thereafter until terminated as provided under paragraph 12.

12. Each of the Parties shall have the right to terminate this Interlocal Agreement for cause upon ten calendar days prior written notice. Each of the Parties shall have the right to terminate this Interlocal Agreement without cause upon sixty calendar days prior written notice. The provisions of paragraphs 2, 7, 9, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Interlocal Agreement. The liabilities of each of the Parties accruing under this Interlocal Agreement prior to its termination shall survive such termination.

13. This Interlocal Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

15. Subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and without being deemed to operate as a waiver of the HFA's sovereign immunity, the HFA shall fully defend, protect, indemnify and hold harmless the County and all of its principals, employees, officers, agents, servants and contractors (collectively, the Indemnitees), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorneys' fees and court costs, asserted against the Indemnitees or any of them by reason of injury to the person or property of others, which is caused by fault, acts, omissions or comparative negligence, whether active or passive, attributable to the HFA or to any of the HFA's employees, officers, agents, servants or subcontractors in the performance of the HFA's duties, covenants and obligations under this Interlocal Agreement.

16. No third party beneficiaries are intended or contemplated under this Interlocal Agreement, and no third party shall be deemed to have rights or remedies arising under this Interlocal Agreement against either of the Parties to this Interlocal Agreement.

17. The Recitals set forth hereinabove form an integral part of this Interlocal Agreement. When construing this Interlocal Agreement, all resort shall be had to the Recitals to the extent necessary to give the fullest effect to the manifest intent of the Parties set forth in this Interlocal Agreement.

18. All payments by the County to the HFA under this Interlocal Agreement shall be made in accordance with the Local Government Prompt Payment Act. Upon receipt of a proper statement under paragraph 6 shall have the number of days provided in said act in which to make payment.

19. The HFA acknowledges that in the budget for each fiscal year of the County during which the term of this Interlocal Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under this Interlocal Agreement. Any other provisions of the Interlocal 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 this Interlocal Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

20. The HFA shall not assign this Interlocal Agreement or any portion thereof to any third party, nor subcontract for the performance of any of its duties, covenants and obligations under this Interlocal Agreement without the prior written consent of the County, which consent may be withheld for any or no reason. Any attempted assignment or subcontracting in violation of this paragraph shall be deemed null and void.

21. The HFA shall not conduct lobbying activities in violation of the NSPI Contract or the NSP3 Contract.

[The remainder of this page is intentionally blank.]

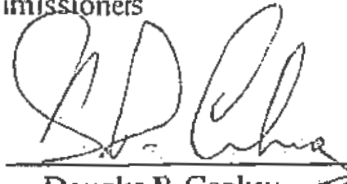
IN WITNESS WHEREOF, each of the Parties has caused this Interlocal Agreement to have been executed on its behalf by the proper officers thereof as of the day and year first above-written.

County:


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

Commissioners

By:

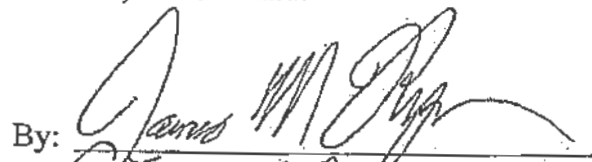

Douglas P. Conkey
Douglas P. Conkey
Its Chairman

Attest for the County:

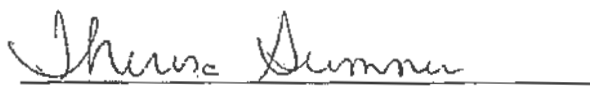

S. C. Kopolousos
County Manager and Clerk of the Board of County Commissioners

HFA:

Housing Finance Authority of Clay County, Florida, a public body corporate and politic created under the authority of Section 159.604, Florida Statutes

By: 
James M. Ryan
Its Chairman

Attest for the HFA:


Theresa Sumner
Its Executive Director

In Re: Clay County Agreement/Contract No. 2012/13-26

**First Amendment to Interlocal Agreement
[SHIP and NSP Administration]**

This First Amendment to Interlocal Agreement (this Instrument) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and the Housing Finance Authority of Clay County, Florida, a public body corporate and politic created under the authority of Section 159.604, Florida Statutes (the HFA), as of the 1st day of October, 2015.

Recitals

WHEREAS, the County and the HFA (the Parties) have heretofore entered into that certain Interlocal Agreement dated as of the 20th day of November, 2012, and designated by the County as Agreement/Contract No. 2012/13-26 (the Agreement); and,

WHEREAS, the parties desire to amend paragraph 6 of the Agreement as hereinafter provided.

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, including the sum of ten dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties hereby agree as follows:

1. Effective as of the first calendar month following the date first above-written, paragraph 6 of the Agreement is amended to read in its entirety as follows:

6. As compensation for administrative services provided by the HFA under this Interlocal Agreement, the County shall provide to the HFA on an annual basis, or as often as SHIP Program allocation is received from the Florida Housing Finance Corporation, or its designee, the percentage of SHIP allocation (traditionally 10%) allowed for administrative expenses, along with the percentage allowed for administrative expenses from program income coming back into the SHIP Program. The HFA will provide an invoice to the County on a quarterly basis for the payment of the administrative expenses allowed from the program income. The County will retain from said administrative expenses, an amount necessary to pay the salary and legacy costs for the administrative assistant now employed in that position. The County will also retain a nominal amount from the administrative expenses to pay for postage, recording and office supplies. In the event the County is no longer providing an administrative assistant to the SHIP Program, all administrative expenses will be provided to the HFA, including the nominal amount withheld for postage, recording and office supplies.

2. The amendment to paragraph 6 of the Agreement under paragraph 1 hereof shall apply prospectively only commencing the first calendar month following the date first above-written.


3. Except as amended pursuant to paragraph 2 of this Instrument, the Agreement remains in full force and effect in accordance with its terms.

[The remainder of this page is intentionally blank.]


IN WITNESS WHEREOF, each of the Parties has caused this Instrument to have been executed on its behalf by the proper officers thereof as of the day and year first above-written.

County:

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

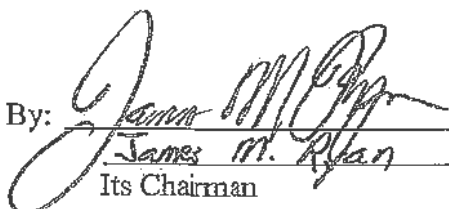
By: 
Diane Hutchings
Its Chairman

ATTEST FOR CLAY COUNTY:


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

HFA:

Housing Finance Authority of Clay County, Florida, a public body corporate and politic created under the authority of Section 159.604, Florida Statutes

By: 
James M. Ryan
Its Chairman

In Re: Clay County Agreement/Contract No. 2012/13-26

**Second Amendment to Interlocal Agreement
[SHIP and NSP Administration]**

This Second Amendment to Interlocal Agreement (this Instrument) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and the Housing Finance Authority of Clay County, Florida, a public body corporate and politic created under the authority of Section 159.604, Florida Statutes (the HFA), as of this 26th day of March, 2019.

Recitals

WHEREAS, the County and the HFA (the Parties) have heretofore entered into that certain Interlocal Agreement dated as of the 20th day of November, 2012, as amended by that certain First Amendment dated October 1, 2015, designated by the County as Agreement/Contract No. 2012/13-26 (the Agreement); and

WHEREAS, the Parties now desire to amend paragraph 3(h) of the Agreement as hereinafter provided.

IN CONSIDERATION of the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, including the sum of ten dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties hereby agree as follows:

1. Effective as of the first calendar month following the date first above written, paragraph 3(h) of the Agreement is amended to read in its entirety as follows:
 3. (h) The participation in audits of operations and SHIP Funds expenditures by the County's Commission Auditor, the County's external auditor, the FHFC, and any State or federal agency with jurisdiction in accordance with the Comprehensive Single Entity Audit;
2. The amendment to paragraph 3(h) of the Agreement under paragraph 1 hereof shall apply prospectively only commencing the first calendar month following the date first above written.
3. Except as amended pursuant to paragraph 1 of this Instrument, the Agreement remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, each of the Parties has caused this Instrument to have been executed on its behalf by the proper officers thereof as of the day and year first above written.

County:

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

By: Mike Cella
Mike Cella
Its Chairman

ATTEST FOR CLAY COUNTY:

Lorin L. Mock
Lorin L. Mock,
Acting County Manager and Clerk of the
Board of County Commissioners

I hereby certify that this document consisting of 2 page[s] and further identified as [Agreement/Contract No. 2012/3-26] is a true and correct copy of the original maintained in the custody of Lorin L. Mock, Acting County Manager and Ex-Officio Clerk of the Board of County Commissioners of Clay County, Florida, this 8th day of April, 2019.

By: Daniel J. Little Deputy Clerk
[Not Valid without the seal of the Board]

HFA:

Housing Finance Authority of Clay County, Florida, a public body corporate and politic created under the authority of Section 159.604, Florida Statutes

By: James M. Ryan
James M. Ryan
Its Chairman

LOCAL HOUSING ASSISTANCE PLAN

2025 - 2028

EXHIBIT G

CLAY COUNTY SHIP/CDBG SUBORDINATION POLICY

CLAY COUNTY SHIP/CDBG SUBORDINATION POLICY

1. The policy of Clay County is not to subordinate.
2. Requests for waiver of the policy must be in writing from the lending institution and submitted to:

Theresa Sumner, SHIP Coordinator
P.O. Box 1366
Green Cove Springs, FL 32043
Office: (904) 278-4700
Fax: (904) 278-4786

3. Requests for waiver of the policy must be approved by the Board of County Commissioners. Before this is done, the following documents and information must be provided to the SHIP Coordinator:

- ✓ Proof of licensure to do business in the State of Florida.
- ✓ Release of Information form signed by the homeowner (signatures will be verified).
- ✓ Complete terms and conditions of the new loan.

NOTE: Consideration will not be given any request for waiver of the subordination policy without this information. This information will be part of the packet presented to the Board for consideration. Additional information may be required.

4. Guidelines for subordination approval:

- ✓ The new interest rate shall be at least one percent (1%) lower than the interest rate in effect at the time of request.
- ✓ The new rate shall be a fixed rate only.
- ✓ The new monthly payment shall be lower than the previous payment and include principle, interest, taxes, and insurance (PITI).
- ✓ All closing costs, recording fees, etc. incurred with the subordination shall be paid by the lender and/or applicant.
- ✓ Provide a full disclosure of costs charged to the applicant prior to Board approval. This information will be presented to the Board with the subordination agreement.
- ✓ A copy of the Good Faith Estimate.
- ✓ Provide supporting documentation as to the validity for the refinance (new payment/old payment, new interest rate/old interest rate).
- ✓ The loan can include debt consolidation as long as the Loan to Value of all mortgages does not exceed 95%. The maximum loan to value of all mortgages on a mobile home cannot exceed 80%.

5. Requests for waiver of the Board's policy will be reviewed and a decision made on a case-by-case basis based, but are not limited to, on such merits as the following:

- ✓ Emergency needs arising out of natural disasters;
- ✓ Emergency repairs which eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself;
- ✓ Refinancing to a lower interest rate on the first mortgage if the closing costs and/or fees can be recovered within four (4) years.
- ✓ New payment shall be at least \$50.00 per month less than previous payment.

6. The Board will not consider any requests for the following conditions:

- ✓ The new loan is an adjustable rate mortgage (ARM) or
- ✓ The loan results in cash back to the applicant.

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

Clay County, Florida

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Betsy Condon, Its Chairman

ATTEST:

Date

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

RESOLUTION NO. 2024/2025-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONS OF CLAY COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs; and

WHEREAS, the Clay County SHIP Program has prepared a three-year Local Housing Assistance Plan for

submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners find that it is in the best interest of the public for Clay County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA that:

Section 1: The Board of County Commissioners of Clay County, Florida (the “Board”) hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, 2027-2028.

Section 2: The Board’s Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF APRIL, 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, April 22 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Richard Smith, Director of
Engineering

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

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The applicant is requesting that the Board accept the final plat of the Hidden Oaks. The plat consist of removing 9 lots from the original Sunny Acres Estates Unit 1 Plat and creating 1 large lot. Circle Court of the original plat has been vacated by the Board. This plat is located off of Gas Line Road, 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:Applicant

Debra Hoffman, Owner

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Hidden Oaks Retreat Final Plat	Backup Material	4/17/2025	Hidden_Oaks_Retreat_Final_Plat.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Plots	Streeper, Lisa	Approved	4/16/2025 - 8:23 AM	Item Pushed to Agenda

OWNER:
John C. and Deborah S. Hoffman
#22826 NE 69th Avenue
Melrose, FL 32666

SURVEYOR:
Keystone Surveying & Mapping, Inc.
#305 SE Sylvan Way
Keystone Heights, FL 32656
(352)473-9495

HIDDEN OAKS RETREAT

LYING IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 23 EAST
A REPLATTING OF A PART OF "SUNNY ACRES ESTATES UNIT 1" AS PER
PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 42 OF
CLAY COUNTY, FLORIDA

PLAT BOOK	PAGE
SHEET 1	OF 2

Current Zoning RA
Current Land Use RF
Total Area 3.19 Ac.
Number of Lots 1

CAPTION:

Lots 1,2,3,8,9,10,11,12 and 13 of Block 1 of "SUNNY ACRES ESTATES UNIT 1" as per plat thereof recorded in Plat Book 6, Page 42 of the Public Records of Clay County, Florida.

ALSO: Together with that portion of Circle Court adjoining the above described lots said road having been closed by resolution No. 2024/2025-20.

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 Court
and Comptroller Ex Officio Clerk of 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

ADOPTION AND DEDICATION

This is to certify that John C. and Deborah S. Hoffman are the lawful owners of the lands described in the caption hereon known as Hidden Oaks Retreat, having caused the same to be surveyed and subdivided. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands, and 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 was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2025, by who () personally known to me of () who has produced _____ as identification.

Notary Public State of Florida

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

SURVEYORS CERTIFICATE

The undersigned, being currently licensed by the State of Florida as a professional surveyor and mapper, does hereby certify that this plat was prepared under my direction and supervision, and said plat complies with all survey requirements of Part 1, Chapter 177, Florida Statutes."

Signed and sealed this _____ day of _____ 2025.

Roger L. Mullins LS #5554
Keystone Surveying & Mapping, Inc.
(LB#8219)

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this county.

KEYSTONE SURVEYING & MAPPING, Inc.
(352)473-9495 Cell(352)478-1803
keystonesurveying@outlook.com
305 Sylvan Way
Keystone Heights, Florida 32656

C2224-25

OWNER:
John C. and Deborah S. Hoffman
#22826 NE 69th Avenue
Melrose, FL 32666

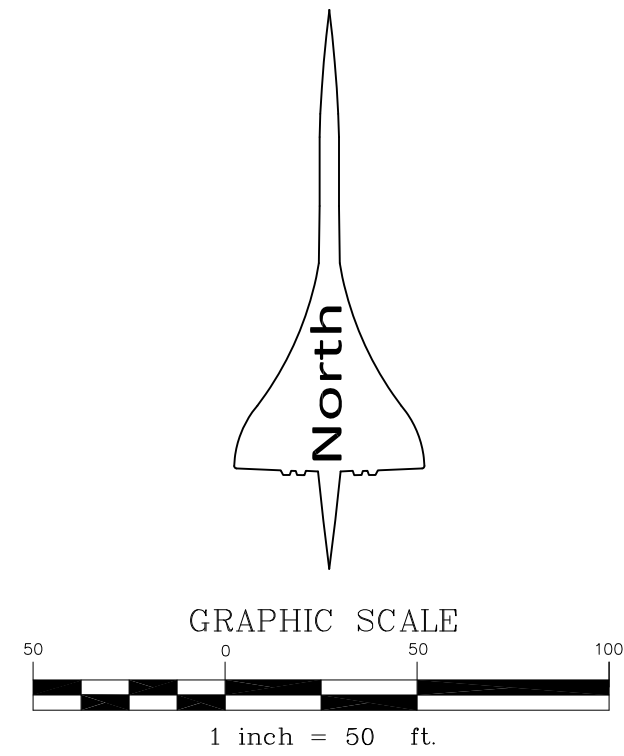
SURVEYOR:
Keystone Surveying & Mapping, Inc.
#305 SE Sylvan Way
Keystone Heights, FL 32656
(352)473-9495

GENERAL NOTES:

1. Permanent Reference Monument PRM
2. Bearings shown hereon are based on the Southerly R/W line of Gas Line Road being S 49°12'00" E, Plat, Assumed.
3. Lands hereon lie in FEMA Flood Zone "X" as per Community Panel No. 120064-0345-E

Current Zoning RA
Current Land Use RF
Total Area 3.19 Ac.
Number of Lots 1

Permanent Reference Monument
Found 4"x4" Concrete Monument no I.D.
at the Northwest corner of Lot 13 of
Block 1 of "SUNNY ACRES ESTATES UNIT 1"
Plat Book 6, Page 42 of Clay County, Florida.

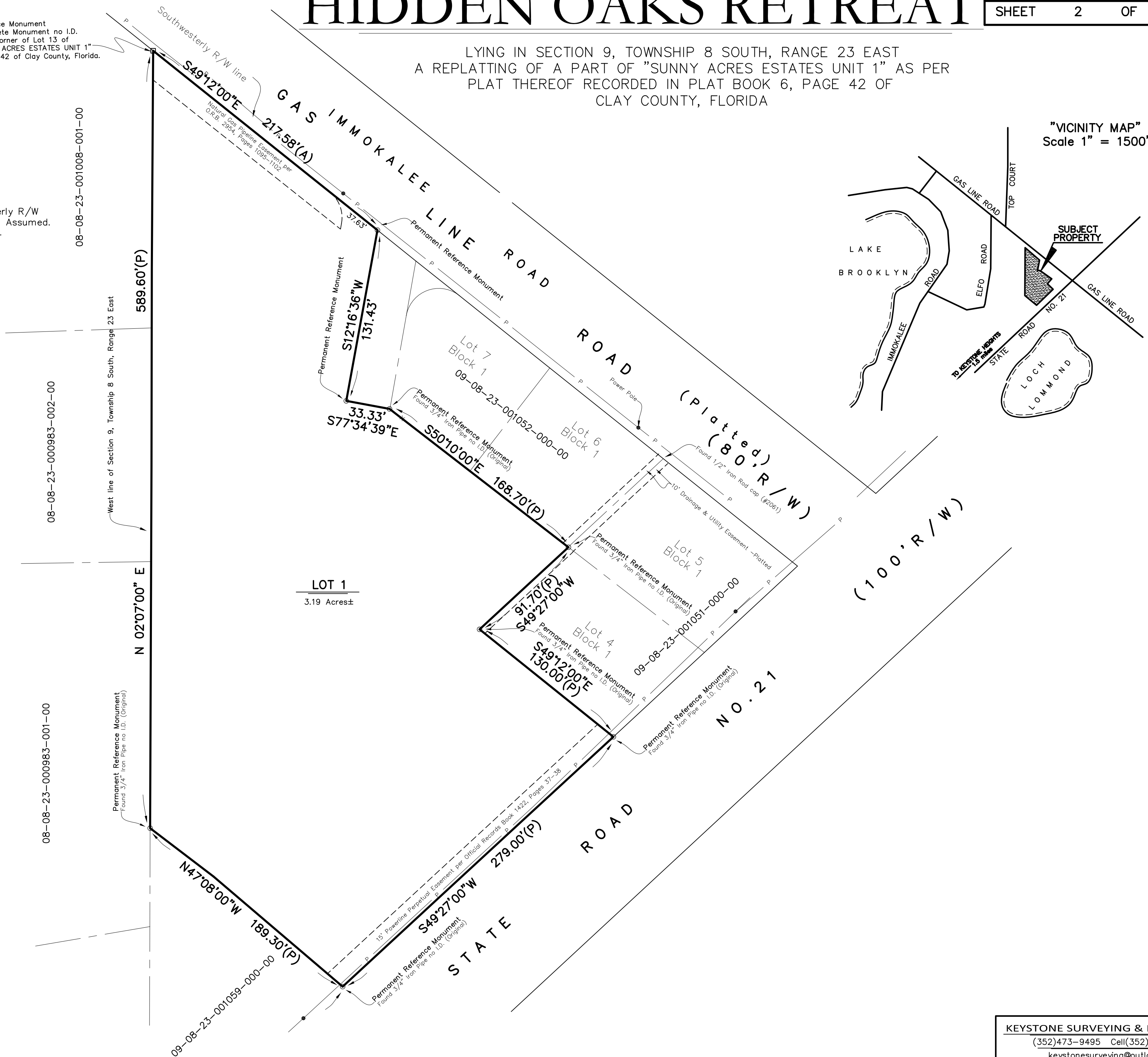


DENOTES:
Denotes Concrete Monument □
Denotes Iron Corner ○
Electric Service Provided by "Clay Electric Cooperative".
Water and Sewer provided by Individual Wells and Septics.

HIDDEN OAKS RETREAT

LYING IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 23 EAST
A REPLATTING OF A PART OF "SUNNY ACRES ESTATES UNIT 1" AS PER
PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 42 OF
CLAY COUNTY, FLORIDA

PLAT BOOK	PAGE
SHEET 2	OF 2



KEYSTONE SURVEYING & MAPPING, Inc.
(352)473-9495 Cell(352)478-1803
keystonesurveying@outlook.com
305 Sylvan Way
Keystone Heights, Florida 32656

C2224-25



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners

DATE: 4/10/2025

FROM: Tonya George

SUBJECT:

Case No. CE-20-082, 2326 North Street, Middleburg, Florida
Noel and Cheryl Starnes, property owners

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Code Enforcement	Stewart, Chereese	Approved	4/10/2025 - 12:56 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	4/13/2025 - 9:35 PM	AnswerNotes



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners

DATE: 4/10/2025

FROM: Tonya George

SUBJECT:

Case No. CE-23-069, 5573 Oregon Trail, Middleburg, Florida
Mark McClure, previous property owner
Meck Tech Corp., current property owner

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

N/A

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Code Enforcement	Stewart, Chereese	Approved	4/10/2025 - 1:01 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	4/13/2025 - 9:35 PM	AnswerNotes



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners

DATE:

FROM: Caroline Everill,
Operations Projects &
Reporting Coordinator

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ County Manager Report - March 2025	Backup Material	4/17/2025	County_Manager_Report- _March_2025.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/15/2025 - 12:36 PM	Item Pushed to Agenda

STRATEGIC PLAN UPDATE

YEAR 2-
MARCH



Table of Contents

Good Governance	1
GG1	2-3
GG2	4
GG3	5-6
GG4	7
GGBG	8
Community Health & Safety	9
CHS1	10-11
CHS3 & 4	12
CHS5	13
CHS6	14
CHS7	15
CHSBG	16
Economic & Community Dev	17
ECD1 & 2	18
ECD3	19
ECD4	20-21
ECD5	22
ECDBG	23
Infrastructure	24
IN1	25
IN2 & 3	26
IN4	27
IN5	28-29
INBG	30
Quality & Balance of Life	31
QBL1	32
QBL2 & 3 & 4	33
QBLBG	34

Good Governance

To create a governmental environment that is accountable, responsible, and transparent for the citizens of Clay County; engages in fair and thoughtful decision-making; is forward-thinking and innovative; fosters opportunities for citizen engagement; and ensures good financial stewardship.



GOALS

- GG1 - Inform Clay County citizens through multiple platforms to engage in consistent communication about important issues.
- GG2 - Work to ensure a financially responsible plan for both budget and purchasing of goods and services which includes looking for ways to diversify revenue to become less dependent on ad-valorem tax revenue.
- GG3 - Keep and attract a highly skilled Clay County employee workforce to provide the highest level of service to County residents and visitors. Ensure that the workforce is trained to perform their jobs at a high level.
- GG4 - Continue and build relationships with outside partner organizations' leadership (i.e., constitutionals, other elected bodies, economic development partners, and developers) to provide a connected approach to the issues facing the County.
- **Bold Goal: Generate \$100 million in grant revenues.**

TARGET - GG1.T1

Increase overall communication participation (i.e., social media, website, newsletter) by 50% in five years.*

*Goal accomplishment will be measured by average percentage of entire year for all categories.

March

Year 1 - 2024



Social Media:

- 1,571,800 people reached



GovDelivery:

- 31,928 total subscribers
- 195,107 total subscriptions
- 79.30% total engagement



Website:

- 51K general users
- 43K new users
- 190K website views

Social Media:

- 9,862,455 people reached

GovDelivery:

- 31,719 total subscribers Year 1 end
- 192,651 total subscriptions Year 1 end
- 76% engagement rate average

Website:

- 776,000 general users total
- 687K new users total
- 2,910,000 website views total

2023- Baseline

Social Media:

- 13,700,909 people reached

GovDelivery:

- 26,303 total subscribers
- 140,579 total subscriptions
- 74% total engagement

Website:

- 389K general users
- 388K new users
- 1M website views

TARGET - GG1.T2

Increase participation in the County emergency alerting systems (AlertClay) by 30% in five years.



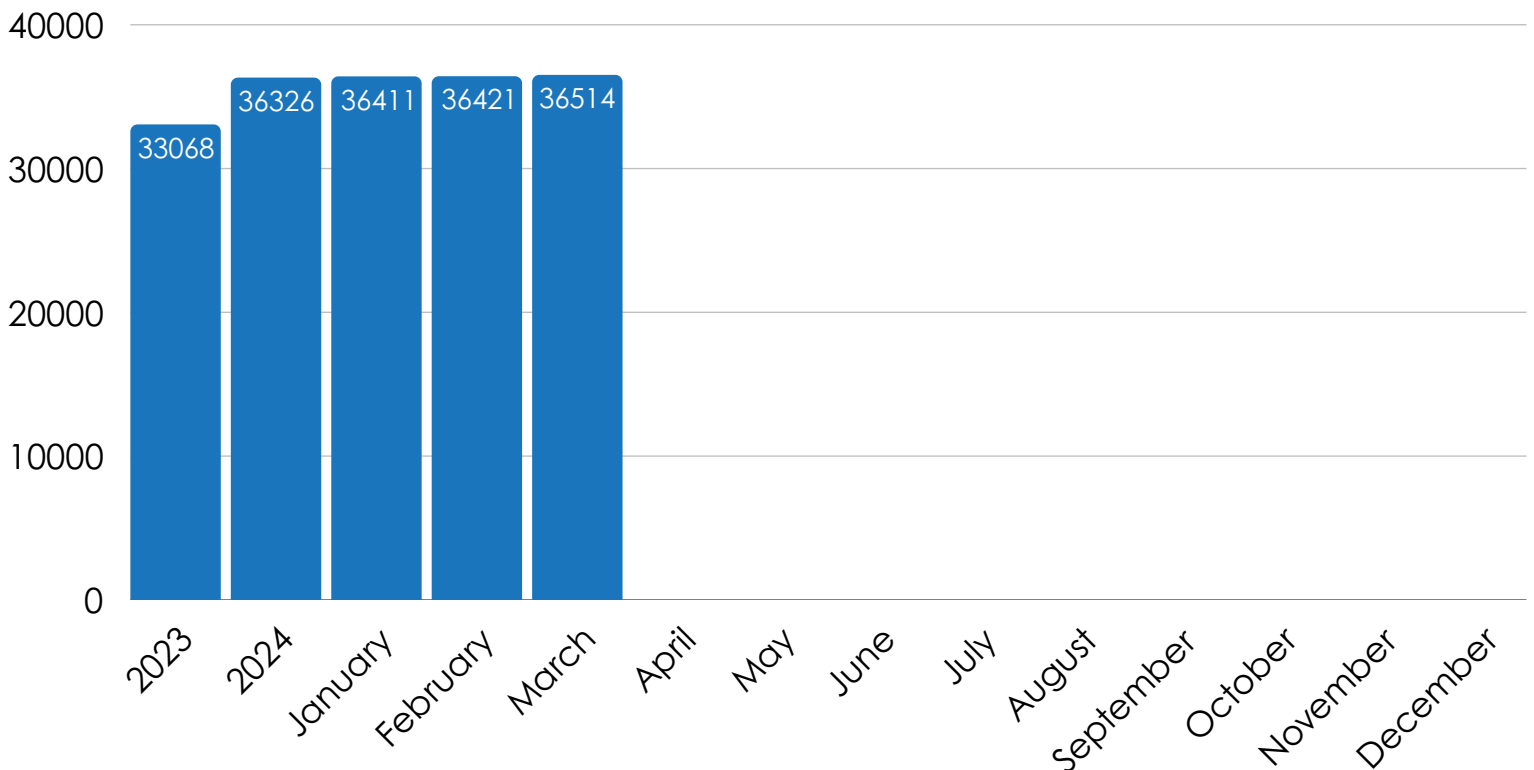
March: 36,514

Total AlertClay subscribers 2024: **36,326**

Percentage Accomplished in 2024: **10%**

Baseline:

33,068



TARGET - GG2.T3

Achieve 100% of procurements over \$20,000 being sourced through the County's procurement portal for fair bidding in five years.

Current Rate:

98%

Baseline from 2023: 89%

End of 2024: 91%

March Information:

40 Purchase Orders issued over \$20,000.00 that are comprised of:

6 Piggyback

13 Pre-Established Agreements

10 OpenGov (Consisting of solicitations, quotes, and TO's)

11 Owner Direct Purchases (related to agreement awarded via OpenGov)

TARGET - GG3.T4

Ensure that 95% of County employees receive at least 24 hours of training per year.

19%

2025 CURRENT STAFF TRAINING RATE

Baseline Current Staff Training Rate: 46%

2024 Ending Current Staff Training Rate: 53.90%



TARGET - GG3.T5

Maintain a 90% County employee retention rate yearly.



TARGET - GG4.T6

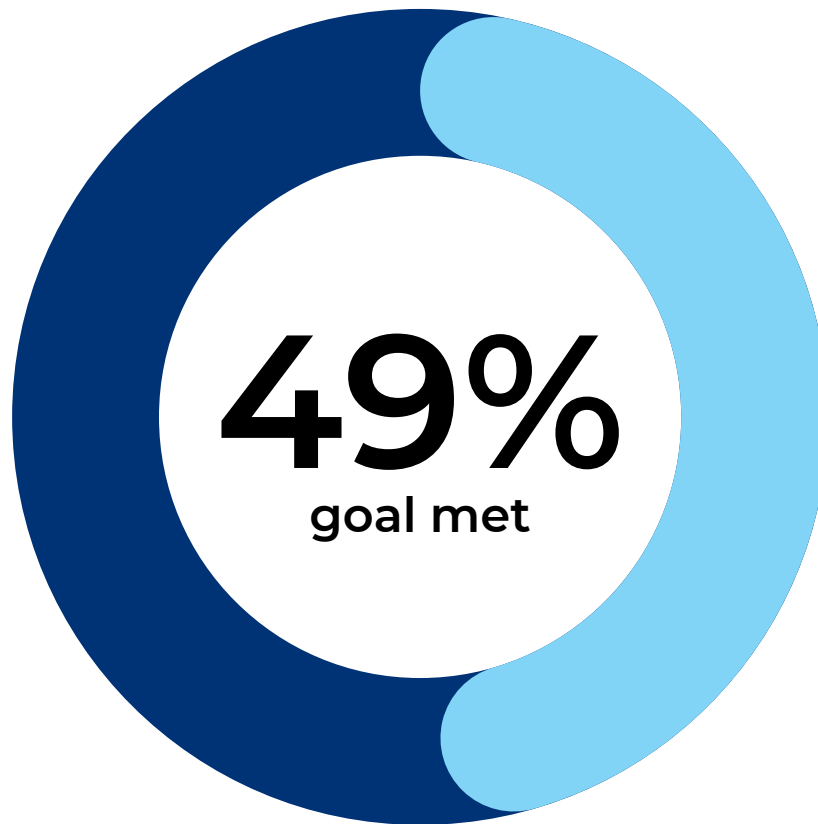
Host and facilitate 10 meetings with partner organizations.

This Goal is Ongoing



Bold Goal

Generate \$100 million in grant revenues in five years.



Total grant awards end of 2024:
\$48,883,785.00

Total grant awards to date:
\$49,763,490.00

Community Health and Safety

Provide for public safety and health of the citizens and visitors to the County through both our first responders and our County-led health and safety service programs.

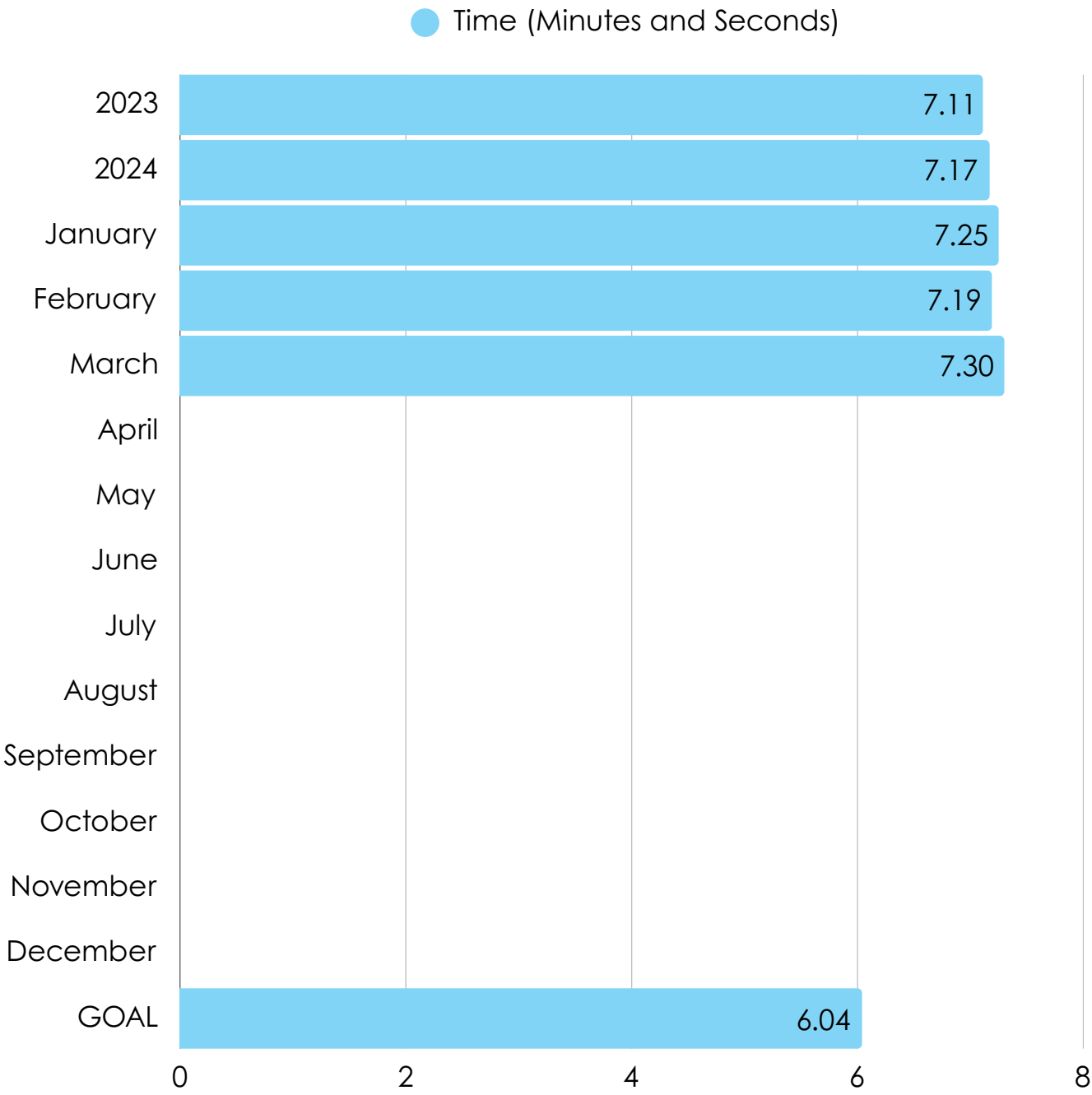


GOALS

- CHS1 - Reduce risks that would cause the loss of life and property by improving Fire Rescue services.
- CHS2 - Continue to enhance law enforcement best practices through accreditation and staffing. Continue to meet best practice standards demonstrated by maintaining law enforcement accreditation.
- CHS3 - Provide resources to respond to citizens who are experiencing substance abuse issues and to provide assistance through the recovery process.
- CHS4 - Coordinate public and private resources to provide access to basic healthcare, mental health resources, affordable housing, universal basic needs, and homelessness prevention for citizens in an effort to reduce mortality and morbidity.
- CHS5 - Continue to provide and improve the efforts to ensure proper management of household garbage, yard trash, and recycling.
- CHS6 - Maintain a plan to support our citizens and visitors during times of disaster. Ensure that the County is responsive to needs during disasters.
- CHS7 - Provide proactive and comprehensive Animal Services to the citizens.
- **Bold Goal: Increase the number of engagements through the County care referral system to 1,000.**

TARGET - CHS1.T1

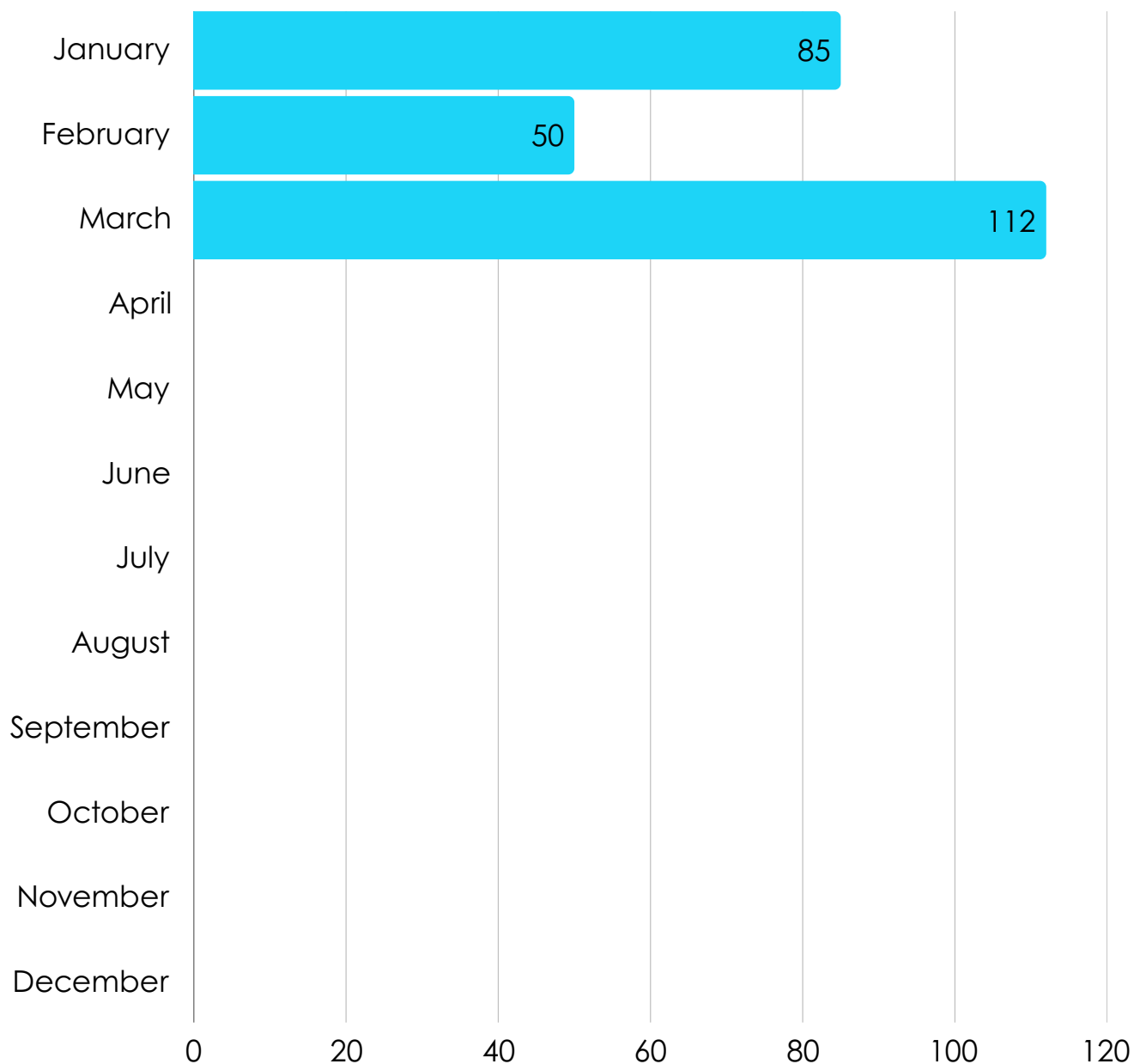
Decrease the Fire Rescue response time to emergency calls by 15% in five years.



Goal is to reduce overall response by 1:04
Average Fire Rescue response time in 2023 was 7:11
Average Fire Rescue response time in 2024 was 7:17

TARGET - CHS1.T2

Inspect 100% of all High-Risk Occupancy Buildings each year.



Total Inspected in 2024: **458**

Total Inspected to date: **705**

Total Number of High-Risk Occupancy Building in the county: **1151**

TARGET - CHS3.T5

Increase access to Automated External Defibrillators (AEDs) and Narcan around the County to 250 locations in five years.

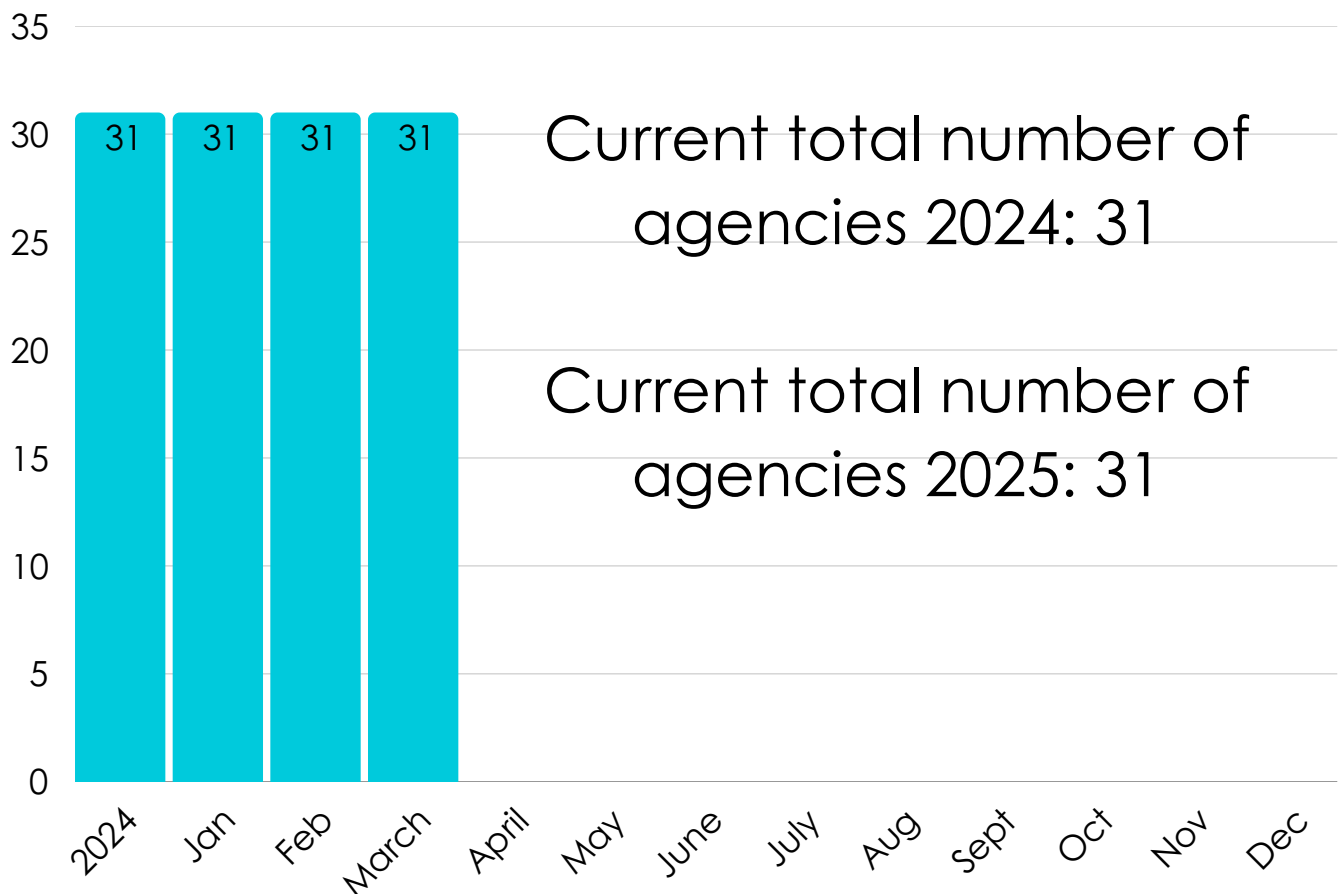
Current number of
AEDs in the County



TARGET - CHS4.T6

Register 100 private and non-profit agencies in the County care referral system in five years.

● Total Organizations



TARGET - CHS5.T7

Increase solid waste processing capacity to 1,500 average tons per day in five years.

1,000 TPD

Current Solid Waste Processing Capacity is 1000 tons per day.

This project is ongoing and will be updated once property has been purchased and a new transfer station has been established.



TARGET - CHS6.T8

Increase the number of participants in PulsePoint by 20% in five years.

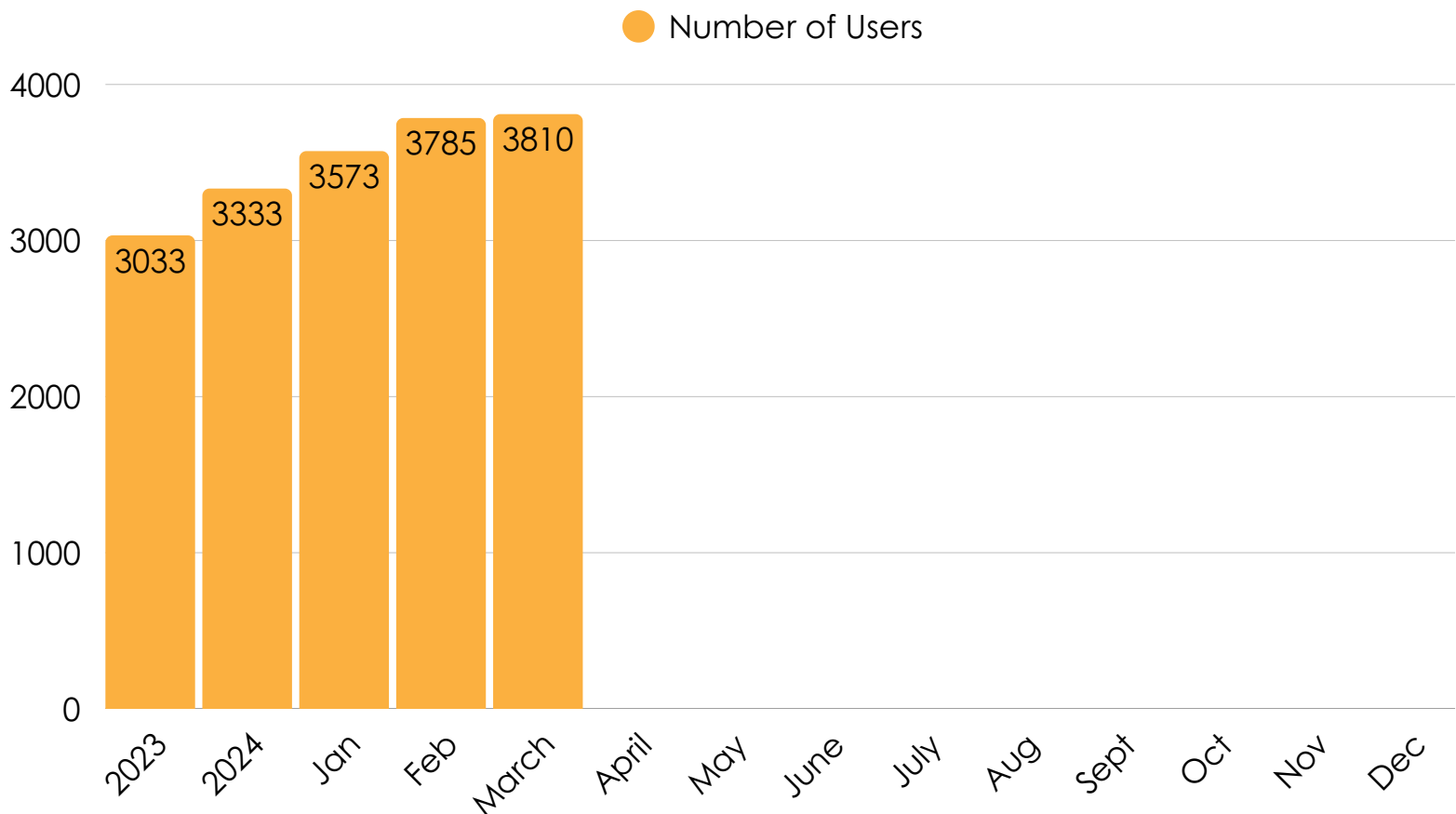
CURRENT INCREASE

26%

TOTAL PARTICIPANTS: 3810

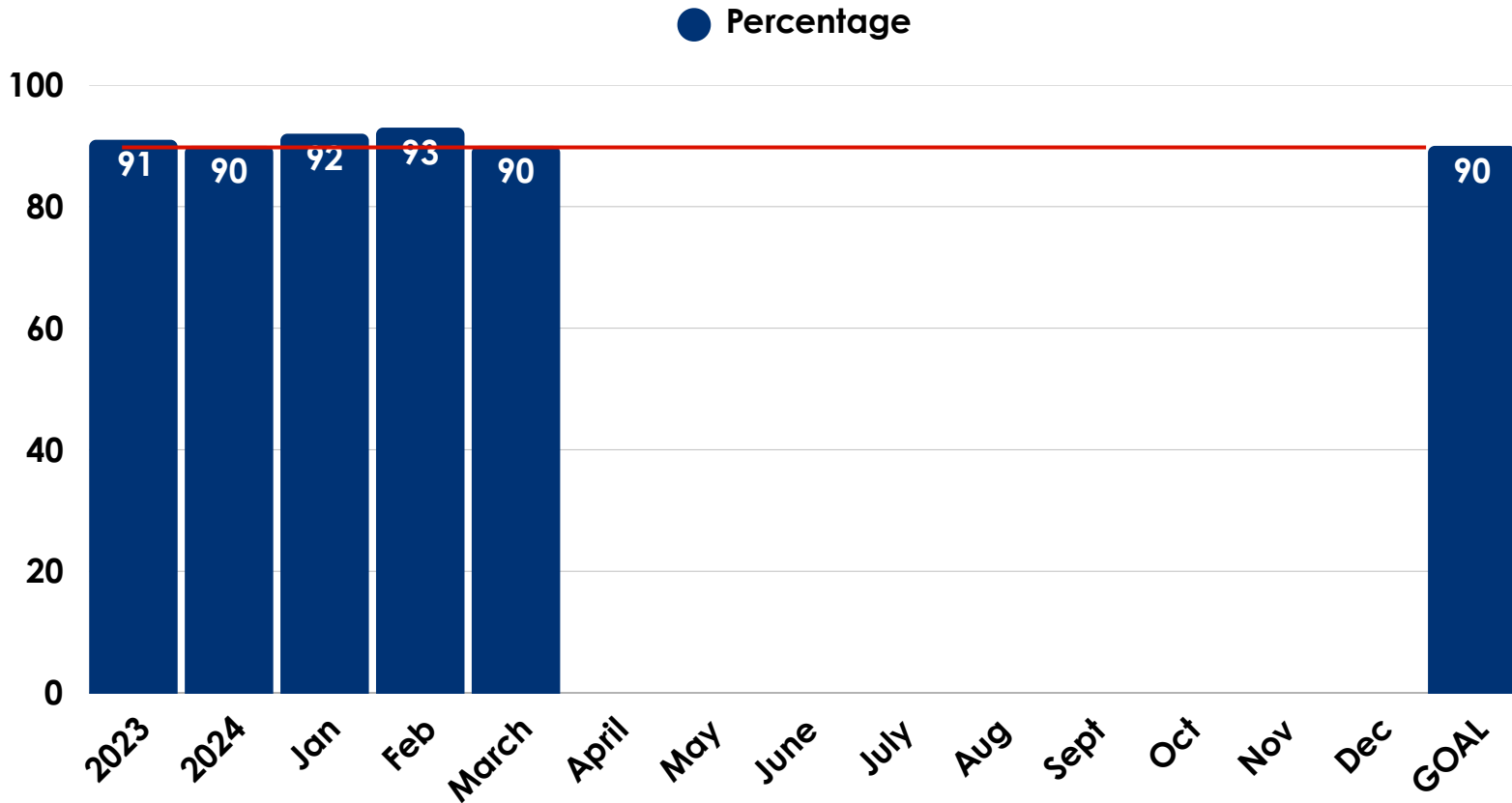
BEGINNING TOTAL: 3,033

2024 ENDING TOTAL: 3,333



TARGET - CHS7.T9

Maintain a 90% live release rate (i.e., no-kill animal shelter).



**Current Live
Release Rate:
90%**



Bold Goal

Increase the number of engagements through the County care referral system to 1,000 in one year.



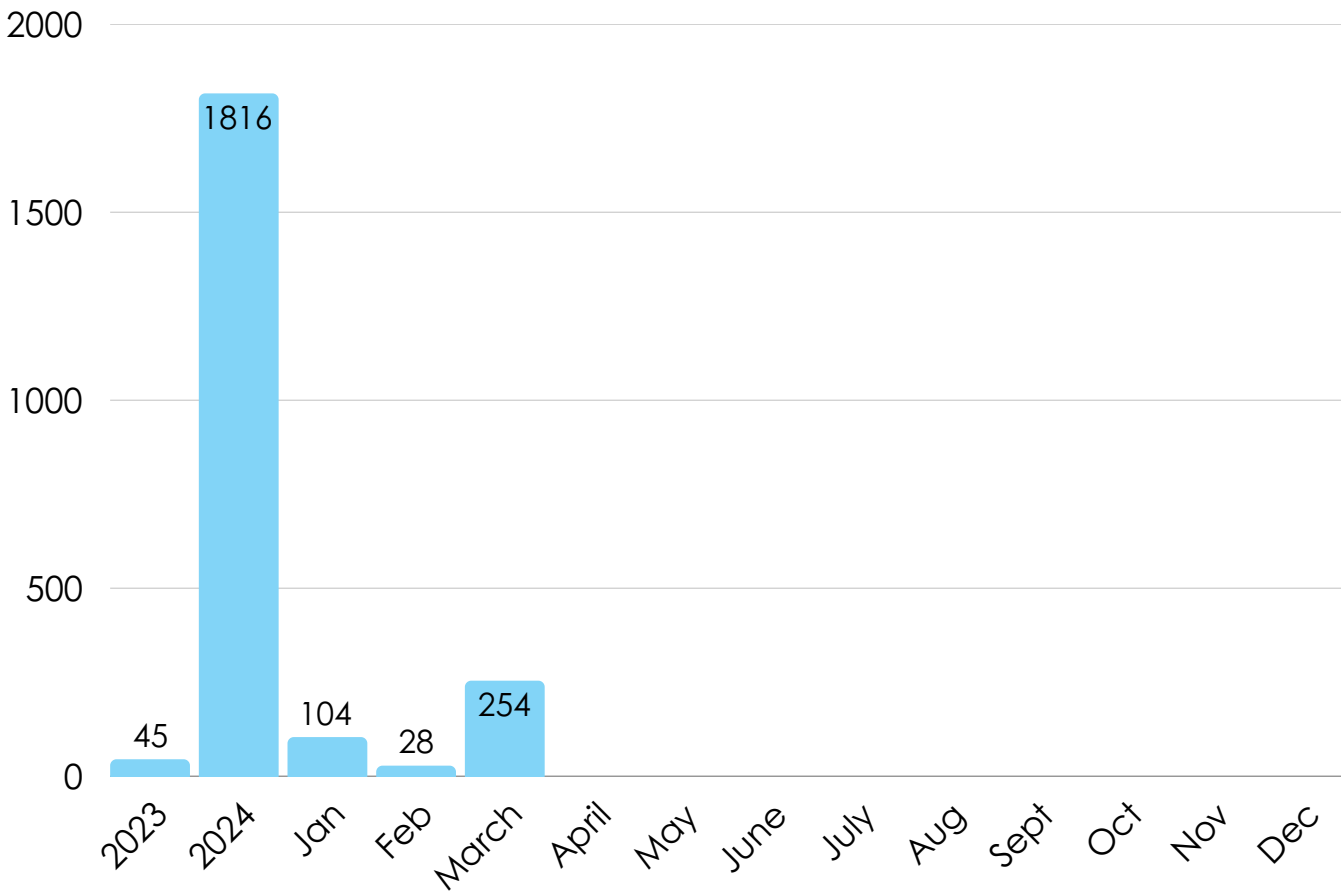
Current Total Number of Engagements 2024:

1816

Current Total Number of Engagements 2025:

2,247

● Total Number of Engagements



Economic and Community Development

Advance community development by making Clay County more attractive, economically stronger, socially diverse, and resilient while maintaining the character of the County and protecting the natural environment.



GOALS

- ECD1 - Support job and economic growth with a focus on bringing opportunities to the County that support higher-paying jobs.
- ECD2 - Enhance our tourism economy to attract a variety of cultural, dining, and entertainment opportunities.
- ECD3 - Clarify and streamline the residential and commercial development process to ensure that citizens, businesses, and future opportunities can quickly and efficiently operate in the County while maintaining our standards, expectations, and outcomes.
- ECD4 - Enhance ratings that allow the County to excel in all areas of local government, including housing, Public Safety, water resources, and mitigation.
- ECD5 – Promote the preservation of agricultural lands to support our local food production.
- **Bold Goal: Achieve a Class 3 ISO Public Protection Classification.**

TARGET - ECD1.T1

Attract 5 new types of businesses that are Targeted Economic Opportunities.

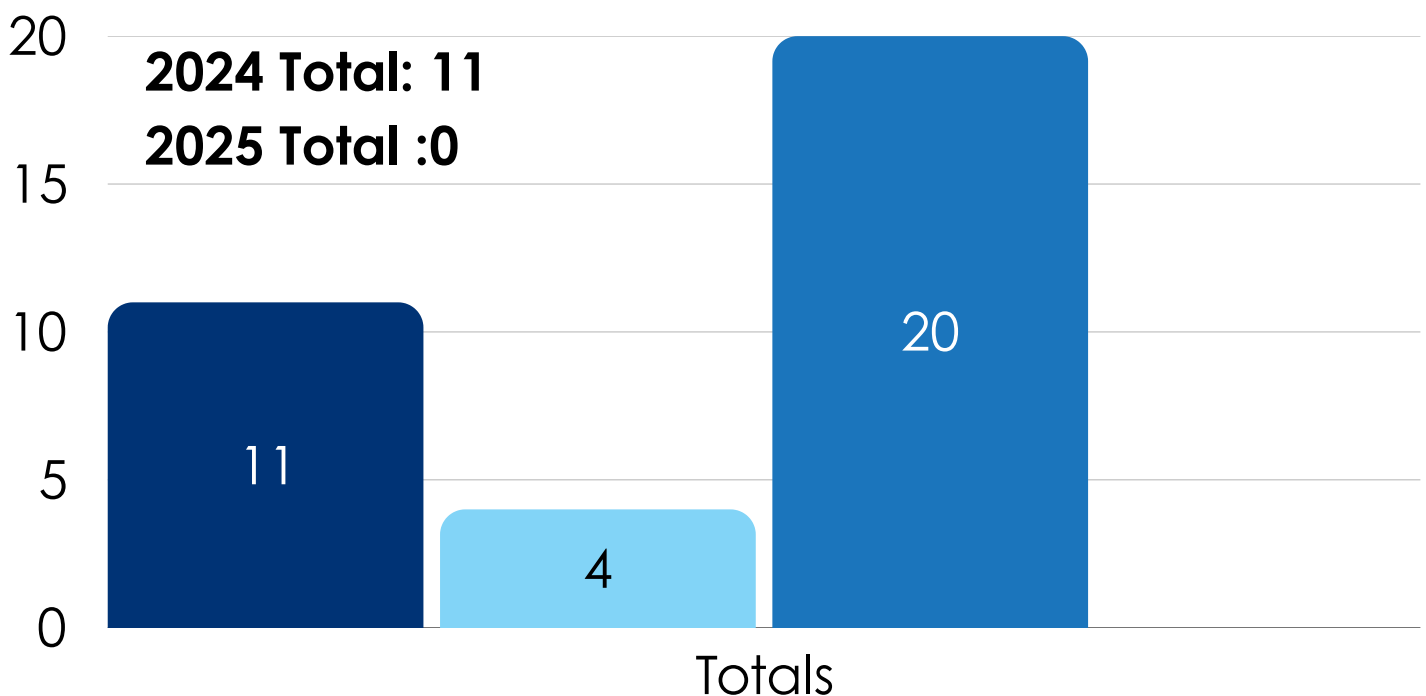
Baseline Information:
2 Businesses
in 2023



TARGET - ECD2.T2

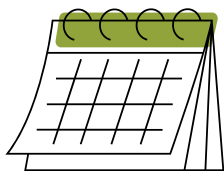
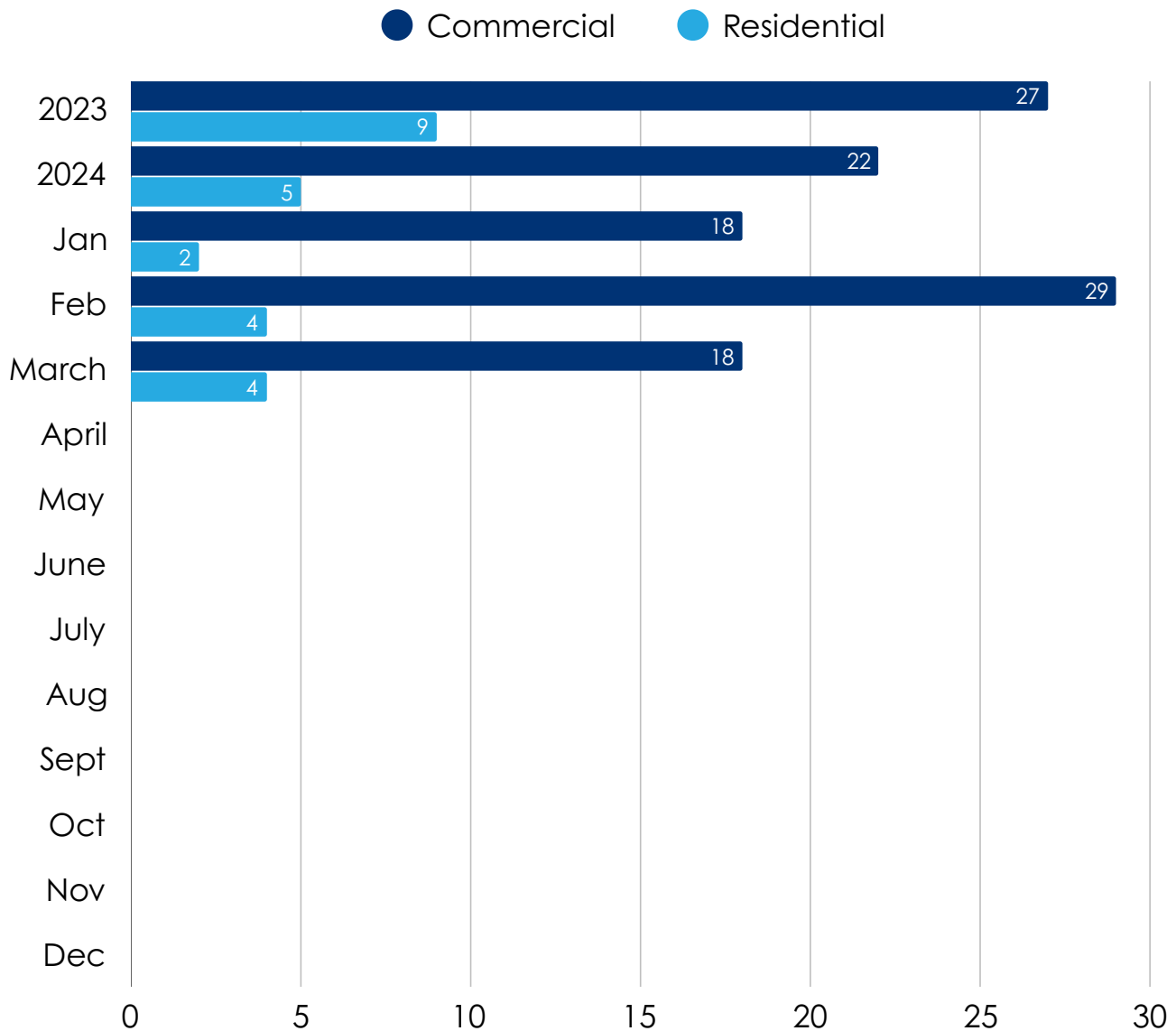
Attract 20 new multi-day tourism events within the County generating overnight stays in the next five years.

- Total to Date
- Year 1 Goal
- Year 5 Goal
- Year 2 Goal



TARGET - ECD3.T3

Reduce the average permit review time for residential review to 7 days and commercial review to 30 days.



Current Review Time:

Commercial - 18 Days

Residential - 4 Days

TARGET - ECD4.T4

Reduce the County classification for the Community Rating System (CRS) program to a 5.

The Community Rating System, or CRS, is a voluntary program under the Federal Emergency Management Agency that allows communities to earn flood insurance discounts for conducting eligible floodplain management activities above the minimum national flood insurance program requirements.

Current Rating: 6



TARGET - ECD4.T5

Improve Building Code Effectiveness Grading Schedule (BCEGS) score to a 4 for commercial and residential buildings in five years.



Current
BCEGS Score:
5

Specific steps we are taking to improve the score:

- Increase the number of licenses held by each inspector.
- Reduce the number of inspections/plans reviews done daily per inspector by increasing staffing.
- Increase the accuracy of our record-keeping through a new permitting system.

We are currently under review for BCEGS score. On track to update the informaton for 2026.

TARGET - 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.



Latest Update:
We have one agricultural property currently going through this process

Bold Goal

Achieve a Class 3 ISO Public Protection Classification.



Current Ranking: Class 4

What are we doing to achieve our goal?

- Continuing the design process on the Burn Building.
- Working with CCUA to secure up-to-date hydrant data.
- Continuing to hire new firefighters.*
- Adding additional apparatus'

**These items are critical to improve our score as we improve our assembly time (a certain number of firefighters on scene within a certain time).*

We are currently under review for our ISO score. On track to update information for 2026.

Infrastructure

Ensuring the County is maintaining its structures, facilities, and roads at the highest level while looking to grow and provide satisfactory resources and promote resiliency.



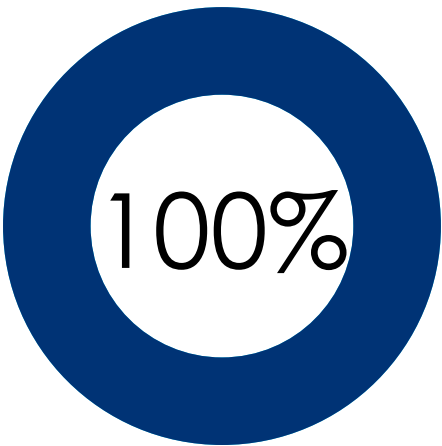
GOALS

- IN1 - Promote different forms of transportation to provide options to citizens. Examine ways to grow the existing transportation services that are offered in the County.
- IN2 - Maintain and grow our current road system, ensuring that the road system supports the changing needs of the County.
- IN3 - Develop community connectivity through the sidewalks and trails in the County to increase walkability and bikeability and create additional recreational opportunities.
- IN4 - Improve systems to prevent flooding, protect waterbodies, and prevent damage to property and wildlife habitat. Take into account the impacts of hurricanes and sea water rise on stormwater systems and promote County resiliency.
- IN5 - Maintain County facilities and technology systems to provide the highest level of service to the citizens of the County.
- **Bold Goal: Improve the overall County road rating for critical and deficient roads by 5%.**

TARGET - IN1.T1

Increase ridership for public transportation (i.e., Jacksonville Transit Authority) by 20% over five years.

Total Riders for 2023: 42,184
Total Riders for 2024: 44,835

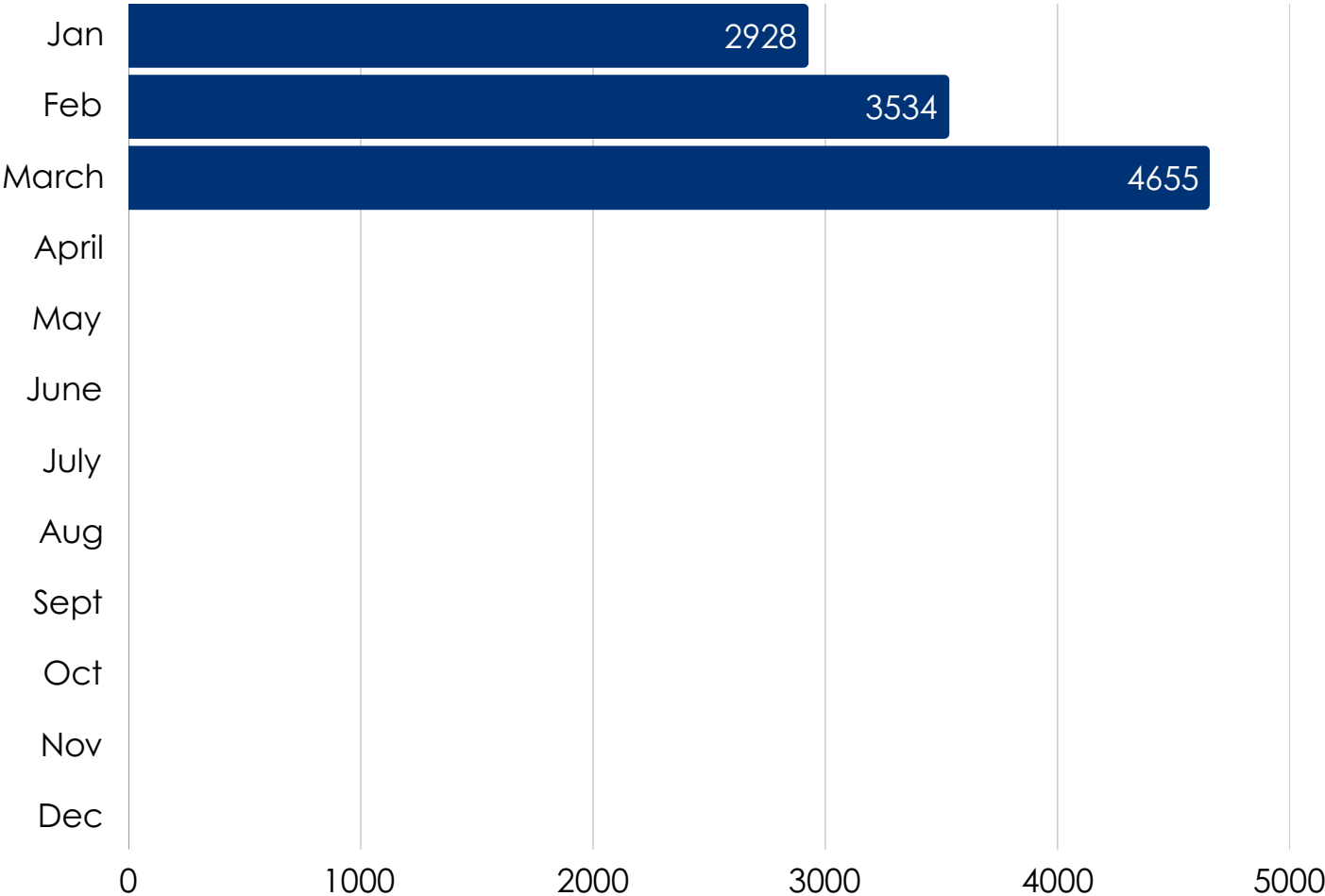


Total Riders for 2025:

11,117

Total Goal: 50,621

● Total Riders



TARGET - IN2.T2

Resurface 100 miles of roadways in five years.



CURRENT TOTAL

53.03
miles

TARGET - IN3.T3

Improve or add 20 miles of sidewalks and/or trails in five years.

CURRENT TOTAL

19.06
miles



TARGET - IN4.T4

Maintain and improve 10,000 feet of pipes and ditches to improve stormwater system in five years.

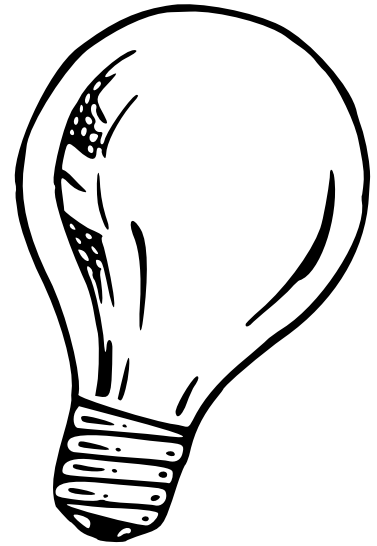
Current Total Feet Completed: 11,517



TARGET - IN5.T6

Reduce electricity and water consumption by 5% in five years.

What are we going to do to reach this goal?



- Develop policy and procedures to ensure staff are informed of the importance of turning off electric items before leaving their office.
- Install and replace bulbs with Light-Emitting Diode (LED).
- Work with departments to update outdated facilities to ensure better utility use, with less waste.

TARGET - IN5.T5

Update IT infrastructure to prevent IT equipment from being more than 12 months past end of life (EOL).

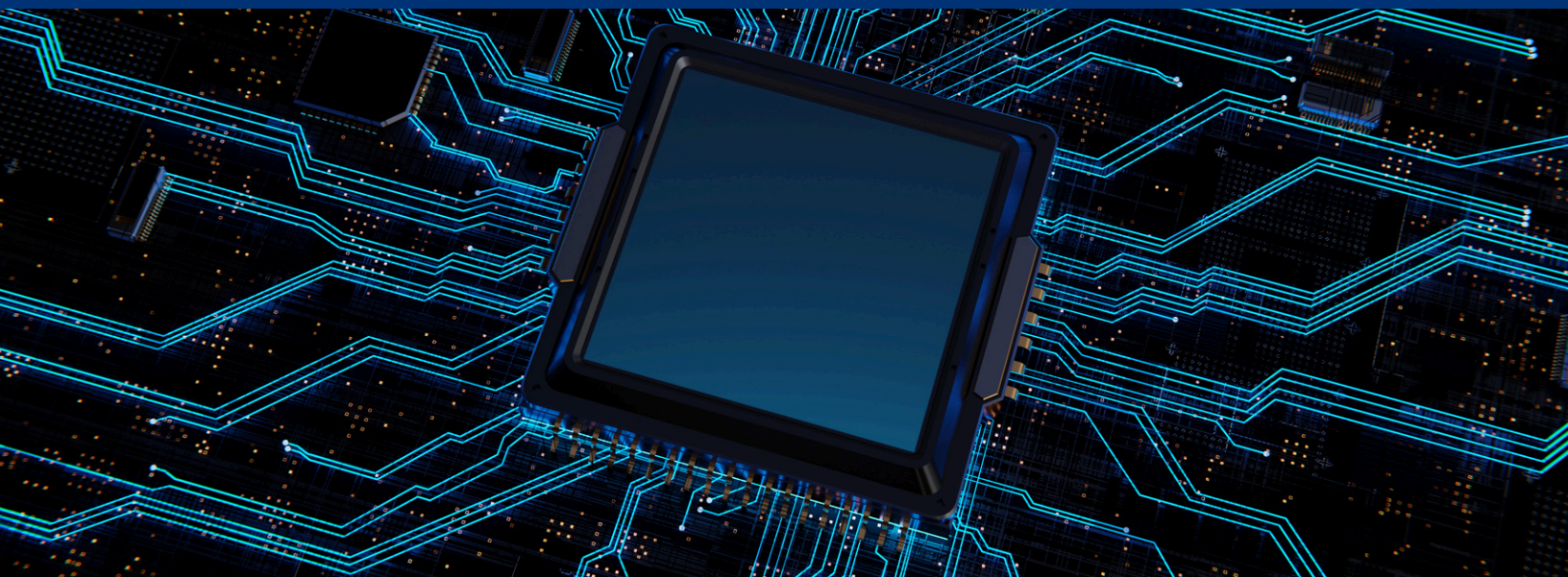
23 servers past EOL

40 network devices past EOL

70 devices past EOL

Additional Info:

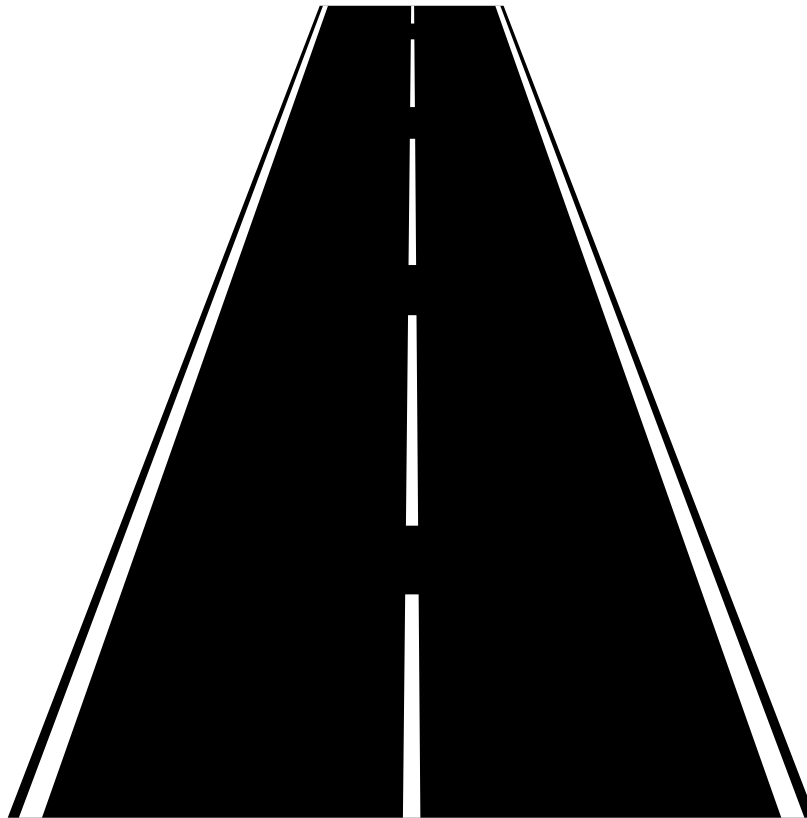
- Windows 10 goes EOL in October 2025, which will push the number of dated devices to 30%.
- More than 200 devices will reach EOL by October 2026.



Bold Goal

Improve the overall County road rating for critical and deficient roads by 5% in five years.

This goal is currently in progress



* New rating and evaluation is planned for the 25/26 fiscal year.

Quality and Balance Life

Provide services that improve citizens' comfort, health, and happiness while continuing to make the County an enjoyable place to live, work, and play.



GOALS

- QBL1 - Provide and promote opportunities for youth and adults to engage in educational programs and cultural experiences.
- QBL2 - Provide access to various types of water-based activities (e.g., boating, kayaking, skiing, fishing).
- QBL3 - Build and enhance the opportunities for recreational activities in the County by providing access to a wide range of recreational spaces. Facilities should include opportunities for exercise, access to nature, sports facilities and leagues, recreational programs, and health education programs.
- QBL4 - Promote and provide access to conservation land through partnerships and donations to ensure that the County maintains a desired rural feel.
- **Goal:** Increase the number of participants in County educational, recreational, and cultural programs by 35%.

TARGET - QBL1.T1

Increase the number of overall County-hosted programs by 20% in five years.

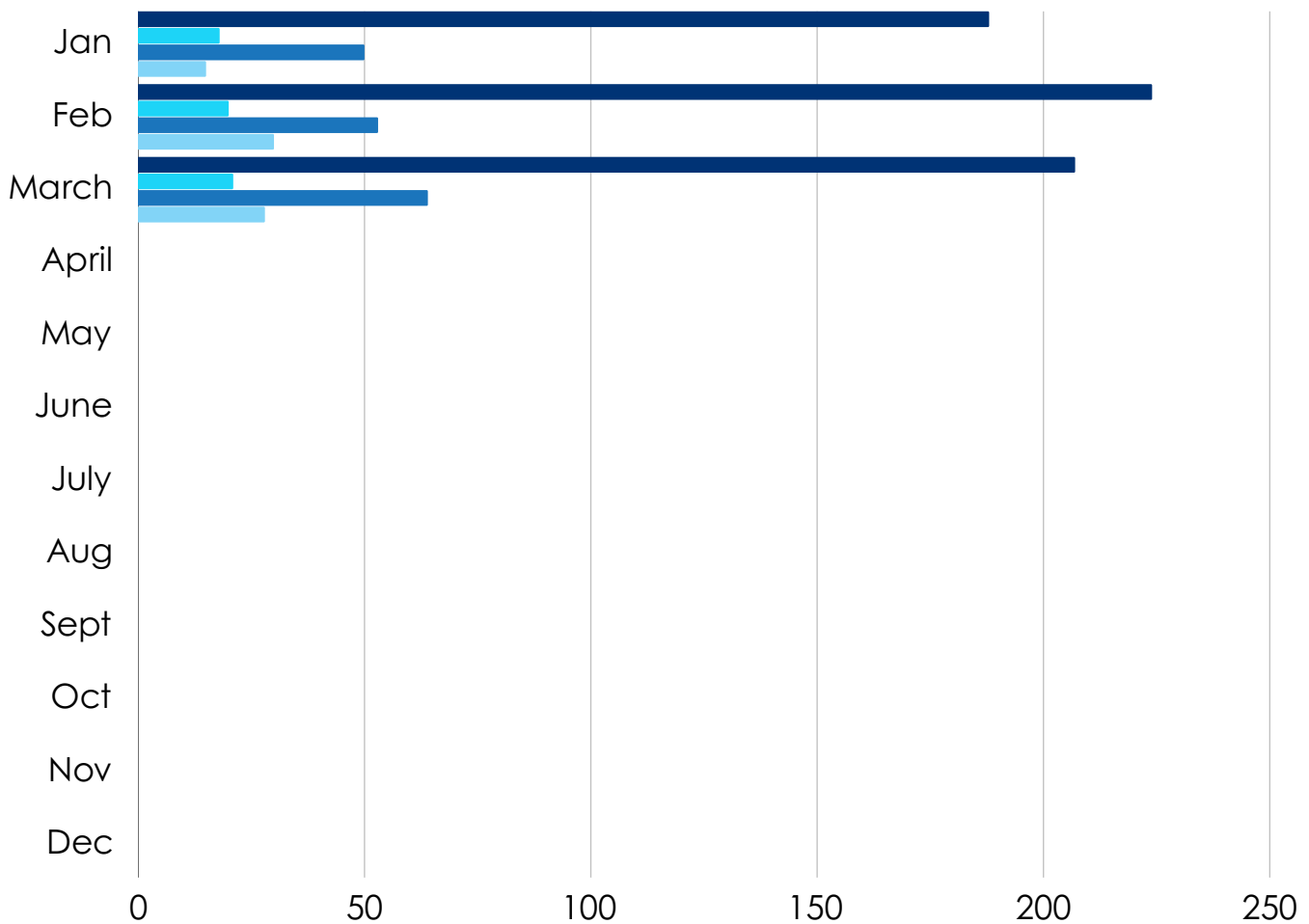


**TOTAL REPORTED
PROGRAMS FOR
2024:
3,332**

**TOTAL REPORTED
PROGRAMS FOR MARCH:**

320

● Library ● Parks & Rec ● IFAS ● Community Services



Overall Goal: 3,889

TARGET - QBL2.T2

Increase the number of recreational water access points (e.g., boat ramps, kayak launches) by 3 in five years.

Current Water Access Points



Kayak Launches:

Williams Park
Camp Chowenwaw

Boat Ramps:

Main Street Boat Ramp
Old Ferry Boat Ramp
Governors Creek Boat Ramp
Lakeshore Boat Ramp
Knight's Marina & Boat Ramp
Williams Park Boat Ramp
Lake Geneva Park
Lake Geneva Boat Ramp
Lake Brooklyn Boat Ramp
Shands Pier

TARGET - QBL3.T3

Increase recreation space by 10% in five years.

Current Acreage: 2136.9

TARGET - QBL4.T4

Increase the amount of conservation land by 10% in five years.

Current Acreage: 298.57

Bold Goal

Increase the number of participants in County educational, recreational, and cultural programs by 35% over five years.

Total Participants
Reported 2024:

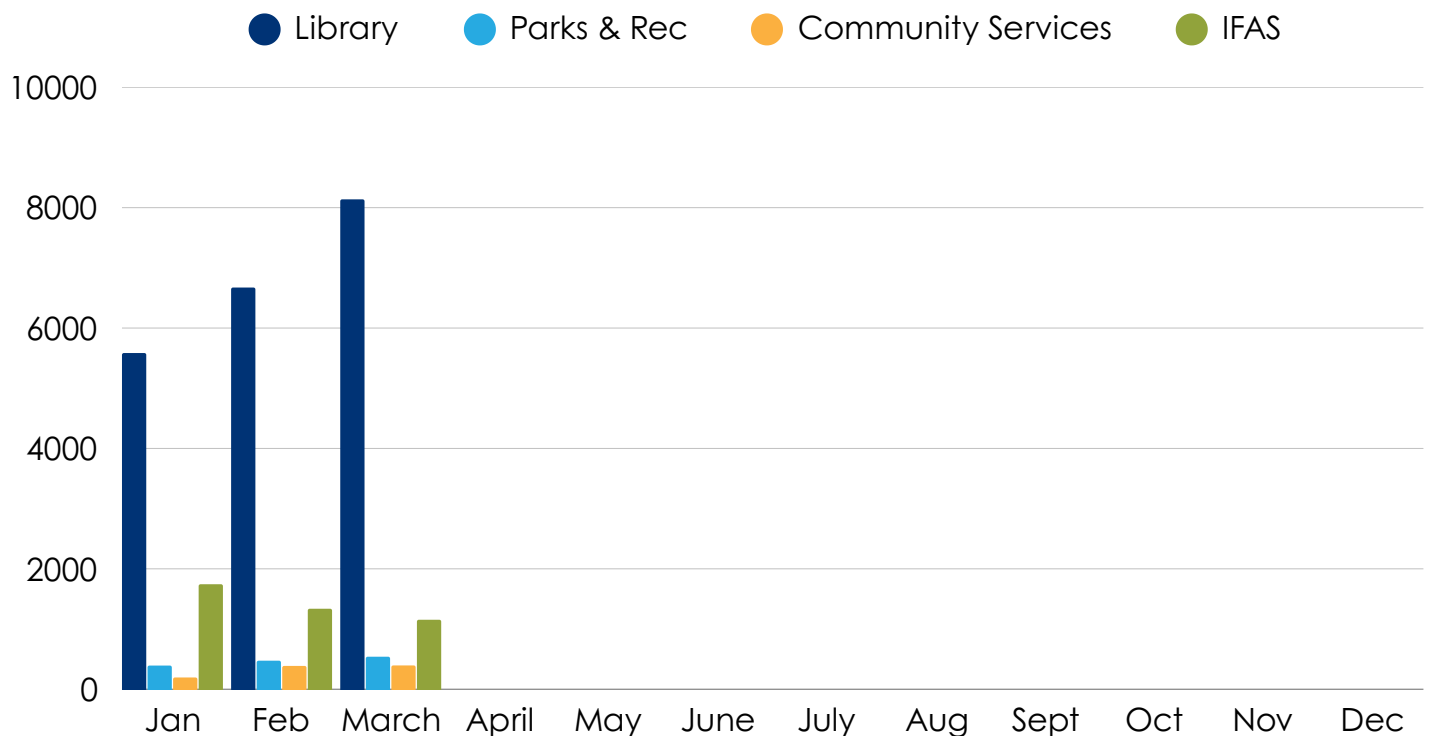
128,353



Total Participants
Reported 2025:

16,788

TOTAL PARTICIPANTS REPORTED:



Overall Goal: 133,373

County Manager Report

STRATEGIC PLAN UPDATE YEAR 2 - MARCH

CLAY COUNTY
ADMINISTRATION
BUILDING





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners


DATE:

FROM: Heather
Boucher,
Commission Auditor

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
 DOGE Memo 4.22.2025	Cover Memo	4/17/2025	DOGE_Memo_4.22.2025.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/15/2025 - 12:36 PM	Item Pushed to Agenda

April 22, 2025



Commission Auditor

PO Box 1366
Green Cove Springs, FL 32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL
32043

Phone: 904-278-3647
Mobile: 904-501-7754

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



To: Members of the Board of County Commissioners

CC: Howard Wanamaker, County Manager, Courtney Grimm, County Attorney

From: Heather Boucher, Commission Auditor

Subject: Department of Government Efficiency Update

BACKGROUND

At the April 8, 2025 Clay County Board of County Commissioners Meeting, the Board passed a resolution supporting the Executive Office of the Governor Department of Governmental Efficiency Team, or EOG DOGE Team. With this support, the Board also directed staff to explore and identify areas in County operations to create efficiencies and save taxpayer dollars.

EFFICIENCY EFFORTS

While Clay County staff have always kept taxpayers in mind in making decisions and consistently look for areas of improvement, a more focused effort to identify opportunities has been at the forefront of conversations in 2025. As a result of this focus, County staff have identified and implemented the following known cost saving and efficiency opportunities in FY 2024/2025:

- Substance Use Disorder Facility location
 - Estimated cost savings \$2-3M
- Fire Rescue Apparatus Purchase
 - Cost savings of \$700,000
- Project review under Engineering Department for traffic signals on Eagle Landing Parkway
 - Cost savings of \$669,843.66 from bid received
- Scope of work reduction under Parks and Rec and Facilities Department for Omega Park Lighting Project
 - Cost savings of \$208,000
- Robust review of scope of work and plans under Capital Projects Department
 - YTD savings of approximately \$75,000 over 3 projects
- Review and recalculation of change order under Facilities Department for Regional Park storage shed
 - Cost savings of \$21,131.14
- Eliminated license purchased through Tourism Department providing duplicative visitor tracking data
 - Cost savings of \$20,000

Florida DOGE

In collaboration with the Executive Office of the Governor Department of Governmental Efficiency Team, Clay County has been asked to provide additional information and data for their review. The requested information includes Budget and Spend reports, employee descriptions and compensation ranges, contract details, grants details, performance metrics by departments, and projects completed by department. Submittal of this information has been requested by May 2, 2025.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval to reject Bids received for Bid No. 24/25-055, Fire Station 18 Parking Lot. The one Bid received was over budget.

Staff will immediately re-evaluate and re-advertise the Bid in an attempt to receive more competitive Bid submittals.

Funding Source:

General Fund - Rescue Services - Fire Station 18 Front Parking Lot Replacement - Infrastructure

Fire Control MSTU Fund - Fire Control MSTU - Fire Station 18 Front Parking Lot Replacement - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County requested Bids for the removal and replacement of an existing asphalt parking lot, located at Fire Station 18, located in Orange Park. The project includes the demolition of approximately 4,525 SF of asphalt and base materials and the installation of a new concrete parking lot. The contractor must ensure that the new parking lot matches the existing layout. Fire Station 18 will remain fully operational during the construction period of the Project.

917 Suppliers were notified

28 Suppliers downloaded the Request for Bids

1 Bids was received

1 No-Bid was received

6 Contractors attended the Mandatory Pre-Bid

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

Funding Source:

General Fund - Rescue Services - Fire Station 18 Front Parking Lot Replacement - Infrastructure

Fire Control MSTU Fund - Fire Control MSTU - Fire Station 18 Front Parking Lot Replacement - Infrastructure

Account No.:

FD1000 - CC1169 - PRJ100810 - 563000

FD1030 - CC1154 - PRJ100810 - 563000

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

Planning Requirements:

Public Hearing Required (Yes\No):

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
Rejection Backup	Cover Memo	4/17/2025	Rejection_of_Bid_Received_for_Fire_Station_Parking_Lot_-_signedada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/16/2025 - 8:23 AM	Item Pushed to Agenda



BID RECOMMENDATION FORM

TITLE:

Bid No. 24/25-055, Fire Station 18 Parking Lot

DATE OF RECOMMENDATION:

4/16/2025

BIDDERS

GB21 Inc.

Sparks Concrete, LLC.

BID TOTAL

NO-BID

\$95,737.50

FUNDING SOURCE:

RECOMMENDATION:

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

Approval to reject Bids received for Bid No. 24/25-055, Fire Station 18 Parking Lot. The one Bid received was over budget.

Staff will immediately re-evaluate and re-advertise the Bid in an attempt to receive more competitive Bids.

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:

Daniel Loos, Facilities Construction Manager

Charles LeRoy, Public Safety Deputy Chief

SIGNATURE:


Daniel Loos (Apr 16, 2025 12:56 EDT)



BID TABULATION FORM

Bid: 24/25-055

Date: April 8, 2025

Proj: **Fire Station 18 Parking Lot**

Time Open: 9:00 AM

Ad: Clay Today, March 6, 2025

Time Close: 9:01 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	GB21, Inc.	NO BID		
2	Sparks Concrete, LLC	X	X	\$ 95,737.50

GB21 Inc. Response

Pricing unsealed at Apr 8, 2025 9:00 AM

⊘ No Bid

"No Bid" submitted on Apr 7, 2025 8:44 AM for the following reason:
We do not offer the products or services sought

CONTACT INFORMATION

Company

GB21 Inc.

Email

gb21jax@gmail.com

Contact

Naomi Gonzalez-Jones

Address

212 Industrial Loop S
Suite 139
Orange Park, FL 32073

Phone

N/A

Website

N/A

Submission Date

Apr 7, 2025 8:44 AM (Eastern Time)



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

[SPARKS CONCRETE LLC] RESPONSE DOCUMENT REPORT

RFB No. 24/25-055

Fire Station 18 Parking Lot

RESPONSE DEADLINE: April 7, 2025 at 4:00 pm

Report Generated: Wednesday, April 16, 2025

Sparks Concrete LLC Response

CONTACT INFORMATION

Company:

Sparks Concrete LLC

Email:

sparksconcrete@cfl.rr.com

Contact:

Billy Sparks

Address:

3060 Steel Rail Drive
Bunnell, FL 32110

Phone:

N/A

Website:

www.sparksconcreteandasphaltllc.com

Submission Date:

Apr 4, 2025 12:45 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 31, 2025 3:18 PM by Billy Sparks

1. Scope of Work

1.1. Purpose

The Clay County Board of County Commissioners (County) is requesting Bids for the removal and replacement of an existing asphalt parking lot, located at Fire Station 18, 207 Blanding Blvd, Orange Park, Florida. The project includes the demolition of approximately 4,525 SF of asphalt and base materials and the installation of a new concrete parking lot. The contractor must ensure that the new parking lot matches the existing layout. Fire Station 18 will remain fully operational during the construction period of the Project. All work must be performed with minimal disruption to Fire Station 18 operations.

Contractors must possess all required licenses and certifications to perform the work listed in this RFB.

1.2. Mandatory Pre-Bid Meeting

A Mandatory Pre-Bid Meeting will be held on March 18, 2025 at Fire Station 18, 207 Blanding Blvd, Orange Park, Florida with a start time of 10:00 AM. Attendees from the public are required to sign in upon arrival, with the sign-in sheet provided by a Purchasing Department representative. Once the sign-in sheet has been collected, the Pre-Bid Meeting will officially commence. Please note that no additional attendees will be allowed to sign in or participate in the meeting after the sign-in sheet has been collected.

Please park at the Business Complex adjacent to Fire Station 18 to ensure that Pre-Bid attendees do not block the Fire Station operations, including access for outgoing and incoming emergency vehicles.

1.3. Scope

Demolition and Site Preparation

- Develop and implement a Stormwater Pollution Prevention Plan (SWPPP) with Best Management Practices (BMPs) to control runoff. A copy is to be submitted to the Construction Manager for review.
- Locate, cap, or remove existing utilities as required.
- Remove and properly dispose of existing asphalt and base material to a minimum depth of 6 inches.
- Ensure proper grading and compaction of the subgrade before placing new material.

Concrete Installation

- Install 6" x 6" welded wire mesh per FDOT specifications.

- Pour 6-inch 4500 PSI fiber-reinforced concrete, meeting FDOT-approved specifications.
- Make relief cuts according to FDOT guidelines to control cracking.
- Ensure proper curing (wet cure method) and finishing of concrete to maximize durability and longevity.

Parking Lot Preservation and Striping

- Preserve all existing bollards around the perimeter.
- Replace parking lot striping using thermoplastic materials to match the existing layout.

Coordination and Communication

- A project schedule must be submitted to the Construction Manager for review.
- Provide regular updates to minimize disruptions at Fire Station 18, ensuring it remains fully operational.
- Coordinate with the Construction Manager to ensure demolition activities do not disrupt adjacent properties or pose safety risks.

Regulatory Compliance

- The project must conform to Florida Department of Transportation (FDOT) standards, including the use of FDOT-approved materials and construction methods for concrete paving and striping. Contractor must provide documentation of approval for a Maintenance of Traffic (MOT) plan from FDOT.

Protection of Completed Work

- Ensure all completed work is protected from damage during ongoing construction activities.

1.4. [Site Inspections](#)

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

1.5. [Work Hours](#)

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

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

1.6. Permit & Fees

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

For questions about Clay County permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

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

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

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

1.7. Clean up & Restoration of Site

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

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

1.8. Workmanship

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

1.9. Contractor and Subcontractor Requirements

1. The Contractor shall be licensed to perform all work listed in the Scope of Work provided.

2. Contractor shall obtain all permits to complete the project in accordance with the contract documents.
3. All work will be performed in accordance with the most applicable state and local regulations.
4. The Contractor shall own or have full access to the appropriate personnel and equipment to complete the project requested.
5. The Contractor and subcontractors may be requested to provide a list of equipment with identification (i.e. serial #, VIN, etc.), personnel with their position (e.g. foreman, laborer, etc.), and percentage of work performed.
6. Contractors must have been in business for a minimum of 5 years doing similar work.

1.10. Subcontractors and Major Material Suppliers

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

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

1.11. Self-Performed Work

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

1.12. Damage to Public or Private Property

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

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

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damages which occur as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the thirty (30) day period, the Contractor shall replace the materials continually until the area is re-established.

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

1.13. Compliance with Occupation Safety and Health Act

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

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

1.14. Unsatisfactory Equipment and/or Services

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

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

1.15. Payment

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

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

1.16. Warranty

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

1.17. Term

The Contractor shall achieve Final Completion of the Project no later than 60 days from Notice to Proceed.

1.18. Liquidated Damages

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

1.19. Performance Evaluation

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

1.20. Cancellation of Contract

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

1.21. [Additional Services](#)

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














Project View Count

741

Vendor Funnel

 Followers	18
 Downloaders	28
 Applicants	3
 No Bids	1
 Submissions	1

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
AP Construction Contractor LLC  <i>luis@apcc-fl.com</i>		✓			
BESCH AND SMITH CIVIL GROUP INC.  <i>hblanton@beschandsmith.com</i>	✓	✓			
BESCH AND SMITH CIVIL GROUP INC.  <i>estimating@beschandsmith.com</i>	✓	✓			
Baker Consulting & Engineering LLC, Baker Design Build  <i>kvojtech@bdbjax.com</i>	✓	✓			
CGC, Inc.  <i>office@cgccivil.com</i>	✓	✓			
ConstructConnect  <i>content@constructconnect.com</i>	✓	✓			
Construction Bid Source <i>tgephart@constructionbidsource.com</i>		✓			
DF Interactive LLC <i>david@davidfine.dev</i>		✓			
Dasher Hurst Architects, PA  <i>thurst@dasherhurst.com</i>		✓			
Dodge Data And Analytics  <i>jayalakshmil@construction.com</i>		✓			
Florida Surety Bonds, Inc.  <i>kim@floridasuretybonds.com</i>	✓				
Florida Surety Bonds, Inc.  <i>sarah@floridasuretybonds.com</i>	✓				
GB21 Inc. <i>gb21jax@gmail.com</i>			✓	✓	
Jax Utilities Management, Inc.  <i>amjames@jaxum.com</i>	✓	✓			
Jax Utilities Management, Inc.  <i>darby@jaxum.com</i>		✓			
Maloy Grading Corporation <i>maloygrading@outlook.com</i>	✓	✓			
McCall Construction Management, LLC  <i>kmccall@mccallcm.com</i>		✓			

Mile One Trucking LLC <i>mileonetruck@gmail.com</i>	✓		✓		
Modern Effect llc <i>salromeo@moderneffectllc.com</i>	✓	✓			
None <i>martin.larinas@gmail.com</i>		✓			
North America Procurement Council Inc., PBC No Reviews <i>notifications@napc.me</i>	✓	✓			
R. H. Moore & Associates, Inc. No Reviews <i>jadon@rhmooreassociates.com</i>		✓			
RevStar Consulting No Reviews <i>nastassia.barkouskaya@revstarconsulting.com</i>		✓			
Safety Step TD, Inc. No Reviews <i>suzanne@safetystepd.com</i>	✓	✓			
Scorpio. No Reviews <i>rtaylor@scorpioco.com</i>		✓			
Source Management No Reviews <i>sourcemanagement@deltek.com</i>	✓	✓			
Southeastern Surveying and Mapping Corporation No Reviews <i>marketing@ssmc.us</i>	✓				
Southeastern Surveying and Mapping Corporation <i>rtriplett@southeasternsurveying.com</i>	✓	✓			
Sparks Concrete LLC No Reviews <i>sparksconcrete@cfl.rr.com</i>	✓	✓	✓		✓
Thomas May Construction Company No Reviews <i>schandler@tmay.net</i>	✓				
Titan Construction & Consulting <i>andrew@titanconstructionandconsulting.com</i>		✓			
VendorLink, LLC No Reviews <i>bids@evendorlink.com</i>		✓			
Visual <i>visualbidalerts@gmail.com</i>		✓			
n/a <i>footbaall2000@gmail.com</i>		✓			

10AM



In Partnership With
OPENGOV
 PROCUREMENT

Mandatory Pre-Bid Meeting, March 18, 2025
 RFB No. 24/25-055, Fire Station 18 Parking Lot

Company	First Name	Last Name	Phone Number	Email Address
Cyclone Contracting Services FLORIDA East Coast Construction	EDUARDO	Martinez	(904) 752-0580	eduardom@cyclonecs.com
	JASON	Johns	(904) 445-0421	JJohns@FCC1.COM
BESCH AND SMITH CIVIL GROUP	BRYAN	GEMMILL	(904) 260-6393	estimating@beschandsmith.com
J.D. HINSON COMPANY	DAVID HINSON	Hinson	(904) 334-0066	DAVID@JDHINSON.COM
Sparks Concrete	Alec Sapsford	Sapsford	(386) 453-4194	Sparksconcrete@cfl.cc.com
Modern Effect LLC	Sal Romeo		(904) 252-1328	Salromeo@moderneffectLLC.com
			()	
			()	










Rejection of Bid Received for Fire Station Parking Lot

Final Audit Report

2025-04-17

Created:	2025-04-16
By:	Alyssa Pierson (Alyssa.Pierson@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6uRMmc5y2MkPOopKxdIFTgQ_8oWdMdH_

"Rejection of Bid Received for Fire Station Parking Lot" History

-  Document created by Alyssa Pierson (Alyssa.Pierson@claycountygov.com)
2025-04-16 - 12:45:02 PM GMT
-  Document emailed to Daniel Loos (daniel.loos@claycountygov.com) for signature
2025-04-16 - 12:46:38 PM GMT
-  Reminder sent to Daniel Loos (daniel.loos@claycountygov.com)
2025-04-16 - 4:52:47 PM GMT
-  Email viewed by Daniel Loos (daniel.loos@claycountygov.com)
2025-04-16 - 4:53:38 PM GMT
-  Document e-signed by Daniel Loos (daniel.loos@claycountygov.com)
Signature Date: 2025-04-16 - 4:56:38 PM GMT - Time Source: server
-  Document emailed to Charles LeRoy (charles.leroy@claycountygov.com) for signature
2025-04-16 - 4:56:40 PM GMT
-  Email viewed by Charles LeRoy (charles.leroy@claycountygov.com)
2025-04-17 - 10:29:55 AM GMT
-  Document e-signed by Charles LeRoy (charles.leroy@claycountygov.com)
Signature Date: 2025-04-17 - 10:30:28 AM GMT - Time Source: server
-  Agreement completed.
2025-04-17 - 10:30:28 AM GMT





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Foreclosure List	Backup Material	4/21/2025	Foreclosure_Listada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/16/2025 - 8:24 AM	Item Pushed to Agenda

Foreclosure List

CE-07-124	3929 CR 315, Green Cove Springs	\$150/day as of 9/2/07
CE-19-022	292 College Drive, Orange Park	\$75/day as of 3/22/19
CE-20-015	4180 Scenic Drive, Middleburg	\$50/day as of 8/21/20
CE-22-027	4648 Hedgehog Street, Middleburg	\$100/day as of 6/7/22
CE-24-086	5795 Bitterroot St, Keystone Heights	\$25/day as of 10/18/24

(we have an additional case going before the magistrate April 3, 2025 for compliance for the violations of junk vehicles, overgrown yard, dilapidated structures and non-permitted structures.)

Info sheet for BCC (potential foreclosure case)	
Property address	3929 CR 315, Green Cove Springs, FL 32043
Violations	Junk, trash, tree debris, junk vehicles, an occupied travel trailer, a non-permitted junk mobile home and non-permitted structures
Daily lien amount & start date	\$150.00 a day beginning 9/2/2007
Lien total	\$966,300.00 as of 4/21/25 – continues to accrue
Is property homesteaded	No; property is occupied
Just market value	\$36,611.00
Are taxes current	\$1971.90 due for 2023 & 2024 taxes

Info sheet for BCC (potential foreclosure case)	
Property address	292 College Drive, Orange Park, FL 32065
Violations	Tree debris, an overgrown yard and a non-permitted roof
Daily lien amount & start date	\$75.00 a day beginning 3/22/2019
Lien total	\$166,725.00 as of 4/21/25 – continues to accrue
Is property homesteaded	No; property vacant
Just market value	\$166,131.00
Are taxes current	Yes

Info sheet for BCC (potential foreclosure case)	
Property address	4180 Scenic Drive, Middleburg, FL 32068
Violations	Unlawful work without property documentation and approval in flood zone/floodway
Daily lien amount & start date	\$50.00 a day beginning 8/21/2020
Lien total	\$85,250.00 as of 4/21/25 – continues to accrue
Is property homesteaded	No; property is vacant
Just market value	\$35,000.00
Are taxes current	Yes

Info sheet for BCC (potential foreclosure case)	
Property address	4648 Hedgehog Street, Middleburg, FL 32068
Violations	Junk, junk vehicles, non-permitted structure and an overgrown yard
Daily lien amount & start date	\$100.00 a day beginning 6/7/2022
Lien total	\$105,000.00 as of 4/21/25 – continues to accrue
Is property homesteaded	No; property is vacant
Just market value	\$45,000.00
Are taxes current	\$553.76 due for 2024 taxes

Info sheet for BCC (potential foreclosure case)	
Property address	5795 Bitterroot Street, Keystone Heights, FL 32656
Violations	Junk, trash and debris
Daily lien amount & start date	\$25.00 a day beginning 10/18/2024
Lien total	\$4,650.00 as of 4/21/25 – continues to accrue
Is property homesteaded	No; property is vacant
Just market value	\$54,530.00
Are taxes current	\$35.67 due for 2024 taxes



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners

DATE: 4/10/2025

FROM: Courtney Grimm

SUBJECT: Property Address: 6413 Baylor Avenue, Keystone Heights, FL 32656

AGENDA ITEM TYPE:

ATTACHMENTS:

Description Type	Upload Date	File Name
□ Lien Reduction Memo Backup Material	4/16/2025	Lien_Reduction_Memo_6413_Baylor_Ave_20250415_ada.pdf
□ Lien Reduction Application Backup Material	4/16/2025	Lien_Reduction_Applicationada.pdf
□ Purchase & Sale Agreement Backup Material	4/16/2025	Purchase_and_Sale_Agreementada.pdf
□ Purchase & Sale Agreement Extension Backup Material	4/17/2025	Purchase_and_Sale_Agreement_Extensionadav1.pdf
□ Lien Reduction Agreement Backup Material	4/16/2025	Lien_Reduction_Agreement_20250415_Draft.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/16/2025 - 8:24 AM	Item Pushed to Agenda



Department of Economic
and Development Services

Address: PO Box 1366
Green Cove Springs, FL
32043

Phone: 904-541-3814

Fax: 904-278-3639

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



To: Board of County Commissioners
From: Chereese Stewart, Assistant County Manager
Date: April 22, 2025
Re: Request for Prospective Buyer Lien Reduction for Thaddius Lee

The Code Enforcement Division received a request for a lien reduction from Thaddius Lee for the property located at 6413 Baylor Ave, Keystone Heights, Florida. IGL Investments, LLC, the present owner of the property, obtained the property via tax deed sale on November 7, 2024, for \$8,600. IGL Investments, LLC and Lee subsequently entered into a Purchase and Sale Agreement for the subject property. The closing is set to occur on or before May 30, 2025. Lee's Lien Reduction Application, Purchase and Sale Agreement, and Extension Addendum to the Purchase and Sale Agreement are attached.

The property was first found to be in violation on August 17, 2006, for openly storing junk on the property, a non-permitted accessory structure, and a mobile home lacking skirting. An Order for Compliance was entered on March 2, 2007, providing a deadline of March 15, 2007. The property was not brought into compliance by the deadline and an Order Imposing Fine and Costs was entered on April 5, 2007, with a daily fine of \$50 per day dating back to March 16, 2007.

The property was brought into compliance on January 25, 2018. Thus, the accrued daily fine totals \$198,450 (3,969 days x \$50).

Additional fines of \$100 for the cost of prosecuting the violation and \$2,900 for staff costs are also applied resulting in a total code enforcement lien of \$201,450.

Lee has requested a reduction of the lien. Pursuant to Section 2-115(b) of the Clay County Code, a purchaser of property subject to a code enforcement lien may, upon presentation of a written contract for purchase and sale of property, submit a request for reduction of the lien directly to the Board without first seeking a recommendation from the special magistrate. Upon receipt of a request under subsection (b), Section 2-115(d) of the Code authorizes the Board to enter into a written agreement to reduce the lien to a specified amount determined in the discretion of the Board conditioned upon the purchaser's abatement of the violation or repeat violation giving rise to the lien, and such agreement shall include such terms and conditions for the reduction and abatement as the Board may deem necessary and appropriate. Subsection (b) further requires that no such lien reduction may take effect until such violation or repeat violation has been abated in accordance with such terms and conditions.

For consideration by the Board is the applicant's request for a lien reduction and if approved, the amount of such reduction and a corresponding time period for payment to be incorporated in the attached proposed Lien Reduction Agreement.

Clay County Florida - Code Enforcement Division
Lien Reduction Procedures for Prospective Buyers

Upon presenting a bona fide written contract for purchase and sale of property subject to a lien created under section 2-108 of the Clay County Code Enforcement Ordinance, the purchaser under contract may submit a request for reduction of the lien directly to the Board of County Commissioners (Board) without first seeking a recommendation from the assigned special magistrate. The Board shall be authorized to enter into a written agreement to reduce the lien to a specified amount determined in the discretion of the Board conditioned upon the purchaser's abatement of the violation or repeat violation giving rise to the lien, and such agreement shall include such terms and conditions for the reduction and abatement as the board may deem necessary and appropriate. No such lien reduction may take effect until such violation or repeat violation has been abated in accordance with such terms and conditions.

To be placed on the Board hearing agenda, an applicant must make a request by submitting the Application for Reduction of Code Enforcement Lien to the Special Magistrate Secretary (**Code Enforcement, P. O. Box 1366, Green Cove Springs, FL 32043**). A processing fee of \$25 must be paid at the time the application is submitted. Payment shall be in the form of cash, cashier's check or money order only, made payable to CCBOCC. The Special Magistrate secretary will mail a confirmation letter to the applicant confirming the meeting date and time. Staff will prepare a report outlining the obligations of the applicant and the time frame for which the violations must be cured. These items will be presented to the Board for review prior to the scheduled hearing.

Lien reduction applications should be submitted at least thirty days (30) days prior to the Board hearing at which the application will be considered. A letter will be mailed to the applicant confirming the meeting date.

Board Meeting: When the case is called, staff will read its report and summarize the prospective purchaser's obligations as provided in the written agreement. The applicant may speak for three (3) minutes and present information regarding the request to the Board. The applicant will need to be available to answer questions from staff or the Board. The Board will decide whether to reduce the lien or take no action, thus leaving the lien in place.

In accordance with the Americans with Disability Act, persons needing special accommodations or an interpreter to participate in either of the proceedings should contact the Clay County ADA Coordinator by mail at P. O. Box 1366, Green Cove Springs, FL 32043, or by telephone at (904) 269-6376, at least three (3) days prior to the date of the hearings. Hearing-impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).

For additional information, contact the Code Enforcement Special Magistrate secretary at (904) 269-6310 or 284-6310.

I have read and understand the policies and procedures for requesting a lien reduction.

Initials

Explain why you believe a lien reduction is appropriate:

This property had been neglected and the owners delinquent in maintaining and paying taxes. The property ended up being sold at tax auction. When searching the full address of 6413 Baylor Ave, Keystone Heights, FL 32656 only an old code violation could be found. IGL Investments LLC purchased the property at tax auction and quickly resolved the code case violations which included having the dilapidated mobile home removed (permitted) and hauling away truckloads of trash, debris, and a torn apart boat. Since the lien and other code violation documents were placed under 6413 Baylor Av, Keystone Heights, FL 32656 they were not seen. IGL Investments LLC would have never purchased/bid on the property with a lien 10 times the properties value. The property has been brought up to code quickly by IGL Investments LLC in an effort to maintain and beautify the area which is more than can be said for the previous 18 years of ownership.

Has the applicant applied for lien reduction for this property before? No
If yes, when? (month/year) NO

Has the applicant applied for lien reduction for another property before? No
If yes, what property and when? (month/year)
NO

A copy of the written contract for sale along with a copy of the recorded order of the lien to be considered in this Lien Reduction Request application must be provided with this application. To obtain information on liens, contact the Clay County Clerk of Court at 904-269-6302 or 284-6302, visit the Official Records Department, Room 101, 825 N. Orange Ave., Green Cove Springs, FL 32043 or go to www.clayclerk.com.

Note: The Code Enforcement Division does not perform title or lien searches but will try to identify any additional liens that may pertain to this request based on the case number(s) provided in this application. The Division is not responsible for outstanding liens omitted from this application.

Applicant is requesting the below lien(s) be reduced to: \$ 100

Under penalty of perjury, the undersigned:

- swears or affirms that the information provided on this Application for Reduction of Code Enforcement Lien(s) is true and correct;
- acknowledges that he/she has read the Lien Reduction Procedures;
- acknowledges that he/she was given an opportunity to ask questions regarding the procedures.

A processing fee of \$25 per lien is required at the time the application is submitted. Payment must be made in cash, by cashier's check or by money order. Each additional request on the same property with the same owner shall be an additional \$25 per request.

Reduction of Code Enforcement Lien(s) Request
Application

Case Number(s) 2024000156 CE-07-029	Lien Address (Property Subject to the Lien(s)) 6413 Baylor Ave, Keystone Heights, FL 32656
---	---

Applicant's name: Thaddius Lee	Phone number: 904-461-0081
-----------------------------------	-------------------------------

Mailing address: 6480 cr 218 - Jax FL 32234

Authorized representative's name (if different than applicant):	Written and notarized authorization from owner? Yes No
---	---

Name of owner of lien address when lien(s) was/were placed on the property: Paul N II & Rebeka L Boulet
--

Current owner of lien address IGL Investments LLC:

Current owner's relationship or affiliation with entity/person named in lien(s): NONE
--

Other property located in Clay County belonging to current owner – Parcel Numbers and Address: Attach a separate sheet if necessary 27-07-24-006919-010-00: 4515 Bondarenko Rd, Keystone Heights, FL 32656

What were the violations at lien address when lien(s) was/were placed? Assorted junk, a non-permitted accessory structure, and a mobile home lacking skirting.

<div style="text-align: right; margin-right: 100px;">201300004560</div>

Applicant must provide an initialed copy of the Lien Reduction Procedures as acknowledgement of the above for application to be accepted.

Applicant's signature: _____

Date: 4/1/2015

The foregoing was sworn and subscribed before me this 1st day of April 2015. He or she is personally to me or provided PLDL as identification at the time of notarization.

Stamp:



Notary Public:



Vacant Land Contract

1. Sale and Purchase ("Contract"): IGL INVESTMENTS LLC

("Seller") and _____ THADDIUS BRIAN LEE

(**"Buyer"**) (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 6413 BAYLOR AVE KEYSTONE HEIGHTS FL 32656-9082

Legal Description:

LOT 9 BLK 29 HIGHRIDGE ESTATESAS REC O R 1752 PG 1

SEC ___/TWP /___/ RNG ___ of **CLAY** County, Florida. Real Property ID No.: **20082300282400000**

including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) \$ **15,000.00**

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: LAND TITLE OF AMERICA, INC

Escrow Agent's Contact Person: **BRANDY MARTIN**

Escrow Agent's Address: 100 SOUTHPARK BLVD. SUITE 100, ST AUGUSTINE, FL 32086

Escrow Agent's Phone: 904-797-9600

Escrow Agent's Email: **BRANDY@GOLANDTITLE.COM**

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 0 days (3 days if left blank)

after Effective Date \$ 0.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)..... \$ _____

(d) Other: _____ \$ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds..... \$ 15,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):

prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a

calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in

accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the

calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 2/6/2025, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. **Closing Date:** This transaction will close on 2/14/2025 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (TL) (____) and Seller (II) (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.
VAC-14xxx Rev 8/24

©2024 Florida Realtors®

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☒ at least 10 days before Closing Date,

(Check one)

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer  (_____) and Seller  (_____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.
VAC-14xxx Rev 8/24

©2024 Florida Realtors®

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☐ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer (TL) and Seller (II) acknowledge receipt of a copy of this page, which is 3 of 8 pages.
VAC-14xxx Rev 8/24

©2024 Florida Realtors®

(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

~~Taxes on deed~~
~~Recording fees for documents needed to cure title~~
~~Title evidence (if applicable under Paragraph 8)~~
~~Estoppel Fee(s)~~
 Other: Compensation agreement

(b) Buyer Costs:

~~Taxes and recording fees on notes and mortgages~~
~~Recording fees on the deed and financing statements~~
~~Loan expenses~~
~~Title evidence (if applicable under Paragraph 8)~~
~~Lender's title policy at the simultaneous issue rate~~
~~Inspections~~
~~Survey~~
~~Insurance~~

Other: Buyer to pay all closing costs on buyer and seller side, plus broker fee of \$500.00 to REMI Realty, LLC

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer (IL) (____) and Seller (IL) (____) acknowledge receipt of a copy of this page, which is 4 of 8 pages.
 VAC-14xx Rev 8/24

©2024 Florida Realtors®

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer (IL) () and Seller (IL) () acknowledge receipt of a copy of this page, which is 5 of 8 pages.
VAC-14xxx Rev 8/24

©2024 Florida Realtors®

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.



19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

NELLI WILFORD
Seller's Sales Associate/License No.

NELLI WILFORD
Buyer's Sales Associate/License No.

Buyer  (____) and Seller  (____) acknowledge receipt of a copy of this page, which is 6 of 8 pages.
VAC-14xxx Rev 8/24

©2024 Florida Realtors®

329* Nelli@REMIRealty.com
 330 **Seller's Sales Associate Email Address**
 331
 332* (904) 334-4987
 333 **Seller's Sales Associate Phone Number**
 334
 335* REMI REALTY, LLC
 336 **Listing Brokerage**
 337
 338 503D CENTRE STREET FERNANDINA BEACH FL 32034
 339* **Listing Brokerage Address**

NELLI@REMIREALTY.COM
Buyer's Sales Associate Email Address
904-334-4987
Buyer's Sales Associate Phone Number
REMI REALTY, LLC
Buyer's Brokerage
503D CENTRE STREET, FERNANDINA BEACH, FL 32034
Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 **(Check if applicable):**
 342* ☐ A. Back-up Contract
 343* ☐ B. Kick Out Clause
 344* ☐ C. Other _____

345* **23. Additional Terms:**

346
347
348
349
350
351
352
353
354
355
356
357
358
359
360

COUNTER-OFFER/REJECTION

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364* ☐ Seller rejects Buyer's offer

365 **[The remainder of this page is intentionally left blank.]**
 366 **This Contract continues with Line 367 on Page 8 of 8.]**

Buyer (TL) and Seller (TL) acknowledge receipt of a copy of this page, which is 7 of 8 pages.
 VAC-14xxx Rev 8/24

©2024 Florida Realtors®

367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

378
379* **Buyer:** Thaddius Lee Date: 02/06/2025

380* Print name: _____

381* **Buyer:** _____ Date: _____

382* Print name: THADDIUS BRIAN LEE

383 **Buyer's address for purpose of notice:**

384* Address: 6480 COUNTY RD 218, JACKSONVILLE, FL 32234

385* Phone: 904-401-0081 Email: thadleeconstruction@gmail.com

386* **Seller:** IGL INVESTMENTS LLC Date: 02/06/2025

387* Print name: IGL INVESTMENTS LLC

388* **Seller:** _____ Date: _____

389* Print name: _____

390 **Seller's address for purpose of notice:**

391* Address: 6413 BAYLOR AVE KEYSTONE HEIGHTS FL 32656-9082

392* Phone: 724-840-4146 Fax: _____ Email: ianglabinvestments@gmail.com

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer (TL) (____) and Seller (II) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.
VAC-14xxx Rev 8/24

©2024 Florida Realtors®

**RECEIPT (REC-030171-2025)
FOR CLAY COUNTY**

BILLING CONTACT

Thaddius Lee
6480 COUNTY ROAD 218
MAXVILLE, FL 32234



Payment Date: 04/01/2025

Reference Number	Fee Name	Transaction Type	Payment Method	Amount Paid
CODE_ENF-20130004 56	Code Violation Fee	Fee Payment	Cash	\$25.00
SUB TOTAL				\$25.00
TOTAL				\$25.00



Extension Addendum to Contract

The following date and/or time period(s) of the Contract for Residential Sale and Purchase, Residential Contract for Sale and Purchase, Vacant Land Contract, or Commercial Contract with the Effective Date of 1/30/2025, between IGL INVESTMENTS LLC ("Seller") and Thaddius Brian Lee ("Buyer") concerning the Property located at 6413 BAYLOR AVE KEYSTONE HEIGHTS FL 32656-9082 is hereby extended. (check whichever apply)

☒ **Closing Date.** Seller and Buyer agree to extend the Closing Date until 05/30/25.

☐ **Financing Period.** Seller and Buyer agree to extend the Commitment Period, Loan Approval Date, or Financing Period for an additional _____ days or until _____.

☐ **Inspection Period.** Seller and Buyer agree to extend the Inspection Period for an additional _____ days or until _____.

☐ **Title Cure Period.** Seller and Buyer agree to extend the Curative Period or Cure Period for an additional _____ days or until _____.

☐ **Short Sale Approval Deadline.** Seller and Buyer agree to extend the Approval Deadline for an additional _____ days or until _____.

☐ **Sale/Lease of Buyer's Property Deadline.** Seller and Buyer agree to extend the Sale/Lease of Buyer's Property Deadline for an additional _____ days or until _____.

☐ **Due Diligence Period.** Seller and Buyer agree to extend the Due Diligence Period for an additional _____ days or until _____.

This extension will be on the same terms and conditions as stated in the original contract except:

All other non-conflicting terms of the contract remain in full force and effect.

Authentisign
IGL INVESTMENTS LLC
Seller **IGL INVESTMENTS LLC**

04/16/2025
Date

Authentisign
Thaddius Lee
Buyer **Thaddius Brian Lee**

04/16/2025
Date

Seller _____

_____ Date

Buyer _____

_____ Date

AGREEMENT #2025/2026- ____**LIEN REDUCTION AGREEMENT**

This Agreement is entered into this ____ day of April, 2025, by and between Clay County, a political subdivision of the State of Florida, with an address of 477 Houston Street, Green Cove Springs, Florida, 32043, and Thaddius Lee, with an address of 6480 CR 218, Jacksonville, Florida 32234.

RECITALS

WHEREAS, Thaddius Lee has entered into a purchase and sale agreement for the purchase of property located at 6413 Baylor Ave, Keystone Heights, Florida, 32656 (the "Property"); and

WHEREAS, the Property is subject to the following Clay County Code Enforcement Lien, created under Section 2-108 of the Clay County Code of Ordinances:

CE Case No. CE-07-029 OR Book 2879 Page 960 (the "Lien"); and

WHEREAS, the Lien resulted from the following violations:

1	Dilapidated structure/porch; tree debris; junk	Sections 307.4, Standard Housing Code
2	Accumulation of waste	Sections V and VI, Solid Waste
3	Land Development Code	Sections 20.3-3(d)(1) and 20.3-20

WHEREAS, due to the violations remaining non-compliant between March 16, 2007, and January 25, 2018, the daily fine assessed by the Lien accrued as follows:

Date of imposition	Fine amount	Lien Total	Cost of Prosecution	Staff costs	Total Lien Amount
3/16/2007	\$50/day	\$198,450	\$100	\$2,900	\$201,450

WHEREAS, the Property was brought into compliance as of January 25, 2018; and

WHEREAS, Lee has requested pursuant to Section 2-115(b) of the Clay County Code a lien reduction as the violations were abated; and

WHEREAS, the Board, pursuant to Section 2-115(d) of the Clay County Code, may agree to reduce a lien subject to terms and conditions for the reduction and abatement of a violation by a potential purchaser; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions for the reduction of the Lien.

WITNESSETH:

NOW THEREFORE in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. As the Property in compliance, the Lien shall be reduced to a total of \$ _____.
2. Lee shall have ten (10) days to remit payment in full to the Clay County Code Enforcement Division upon closing on the Property. Once the payment funds have cleared, a Satisfaction of Lien as to the Property will be prepared and provided to Lee for recording in the Clay County Public Records.
3. If the corrective actions are not maintained or if payment in full is not timely received, the Lien will remain in place as recorded.
4. This Agreement between the Parties may not be assigned and is non-transferrable.
5. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.
6. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

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

By: _____
Thaddius Lee

By: _____
Betsy Condon, Its Chairman

ATTEST:

Tara 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, April 22 4:00 PM

TO: Board of County Commissioners

DATE: 3/17/2025

FROM: Reginald Kantor, Budget
Manager

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

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

(C) Approval of Budget Resolution amending the FY24/25 Budget.

Various Funding Sources

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

(A) The Capital Improvement Element (CIE) is a five year schedule of capital improvements which are Comprehensive Plan (concurrency) related. Sections I of Tables 2 within each category (Exhibits A-F) of the ordinance lists the capital improvements related to the Comprehensive Plan which are to be accomplished by the County.

(B) The non-comprehensive plan related portion of the Capital Improvement Plan is presented for BCC consideration in the form of a Resolution. These improvements are listed in Sections II of Tables 2 within each category (Exhibits A-F).

Is Funding Required (Yes/No):
Yes

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

Funding Sources: Various

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ 04/22/25 CIP Ordinance	Ordinance	4/14/2025	Capital_Plan_Amendment_Ordinance_2025-04-22ada.pdf
▢ 04/22/25 CIP Resolution	Resolution Letter	4/14/2025	Capital_Plan_Amendment_Resolution_2025-04-22ada.pdf
▢ Resolution 24-25 True Up	Backup Material	4/21/2025	Resolution_-_24-25_True_UpUada.pdf
▢ 2025 CIP for Apr 22 2025 True Up FY24-25 Update	Backup Material	4/17/2025	2025_CIP_for_Apr_22_2025_True_Up_FY24-25_Update.ADA.pdf
▢ 4/22/25 Budget Amendment	Backup Material	4/21/2025	Budget_Amendment_FY24-25-Budget_on_04-22_2025_Amendment-00001709ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	4/16/2025 - 8:24 AM	Item Pushed to Agenda

ORDINANCE _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING TABLES 1 AND 2 OF THE CLAY COUNTY FIVE YEAR CAPITAL IMPROVEMENT PLAN; PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, the County's Capital Improvement Plan contains both CIE improvements and Non-CIE improvements, as well as revenue sources for each; and

WHEREAS, the County's Capital Improvement Plan (Plan) is comprised of five categories, with the five Plan Categories attached hereto and incorporated herein as Exhibits A-F; and

WHEREAS, within each Plan Category Table 1 specifies revenue sources for both CIE improvements and Non-CIE improvements; and

WHEREAS, within each Plan Category Table 2 contains CIE improvements in Section I and Non-CIE improvements in Section II thereof; and

WHEREAS, Section 129.06(2) of the Florida Statutes stipulates that the Board may at any time within a fiscal year amend a budget for the year as provided therein; and

WHEREAS, Section 163.3177 3(b) of the Florida Statutes stipulates that modifications to update the CIE improvements may be accomplished by ordinance; and

WHEREAS, amendments to the CIE improvements in the Capital Improvement Plan, specifically in Section I of Table 2 and related changes to the revenue sources in Table 1 of each Plan Category may be made by ordinance of the Board to provide for appropriation and expenditure as set forth herein.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1.

Section I of Table 2 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make necessary changes as directed by the Board.

Section 2.

Table 1 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make it consistent with Section I of Table 2 of each Plan Category.

Section 3.

With respect to the amendments referenced in Section 1 and Section 2 above, the legal effect of this Ordinance is that upon its effective date:

- (A) Funds for capital projects identified in the Exhibits shall only be expended consistent therewith; and,
- (B) To the extent that corrections, updates, and modifications concerning costs, revenue sources, and acceptance of facilities pursuant to dedications which are inconsistent with the Exhibits, or a change in the date of construction of the capital projects identified in the Exhibits are proposed, such may only be implemented by amendment hereto; and
- (C) Nothing in this Ordinance shall have any effect on the improvements listed in Section II of Table 2 within any of Exhibits A-F. This Ordinance shall be construed only to amend Section I of Table 2 within Exhibits A-F and the related revenue sources in Table 1 thereto.

Section 4.

Should any word, phrase, sentence, or subsection or section of this Ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections or sections shall remain in full force and effect.

Section 5.

This Ordinance shall take effect immediately upon its adoption as provided for by Florida law.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, on this 22nd day of April, 2025.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Betsy Condon, Chairman

ATTEST:

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

RESOLUTION 2024/2025-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY CAPITAL IMPROVEMENT PLAN NON-CAPITAL IMPROVEMENT ELEMENT IMPROVEMENTS IN SECTIONS II OF TABLES 2 AND THE REVENUE SOURCES RELATING THERETO IN TABLES 1; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County's Capital Improvement Plan contains both CIE improvements and Non-CIE improvements, as well as revenue sources for each; and

WHEREAS, the County's Capital Improvement Plan (Plan) is composed of five categories, with the five Plan Categories attached hereto and incorporated herein as Exhibits A-F; and

WHEREAS, within each Plan Category Table 1 specifies revenue sources for both CIE improvements and Non-CIE improvements; and

WHEREAS, within each Plan Category Table 2 contains CIE improvements in Section I and Non-CIE improvements in Section II thereof; and

WHEREAS, Section 129.06(2) of the Florida Statutes stipulates that the Board may at any time within a fiscal year amend a budget for the year as provided therein; and

WHEREAS, amendments to the Non-CIE improvements in the Capital Improvement Plan, specifically in Section II of Table 2 and related changes to the revenue sources in Table 1 of each Plan Category may be made by resolution of the Board to provide for appropriation and expenditure as set forth therein.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1.

Section II of Table 2 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make necessary changes as directed by the Board.

Section 2.

Table 1 within each of the Capital Improvement Plan Categories, Exhibits A-F hereto, is amended as set forth therein in order to make it consistent with Section II of Table 2 of each Plan Category.

Section 3.

With respect to the amendments referenced in Section 1 and Section 2 above, the legal effect of this Resolution is that upon its effective date:

- (A) Funds for capital projects identified in the Exhibits shall only be expended consistent therewith; and
- (B) To the extent that corrections, updates, and modifications concerning costs, revenue sources, and acceptance of facilities pursuant to dedications which are inconsistent with the Exhibits, or a change in the date of construction of the capital projects identified in the Exhibits are proposed, such may only be implemented by amendment hereto; and
- (C) Nothing in this Resolution shall have any effect on the improvements listed in Section I of Table 2 within any of Exhibits A-F. This Resolution shall be construed only to amend Section II of Table 2 within Exhibits A-F and the related revenue sources in Table 1 thereto.

Section 4.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED, by the Board of County Commissioners, Clay County, Florida, this 22nd day of April, 2025.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Betsy Condon, Chairman

ATTEST:

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

CLAY COUNTY RESOLUTION NO. 2024/2025-

**RESOLUTION OF THE CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
AMENDING THE BUDGET FOR FISCAL YEAR 2024-25; PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the budget for fiscal year 2024-2025 of the Board of County Commissioners was duly adopted on September 24, 2024, and

WHEREAS, Chapter 129.06(4) of the Florida Statutes stipulates that all unexpended balances of appropriations at the end of the fiscal year shall revert to the fund from which the appropriation was made, and

WHEREAS, revenues have been adjusted based on estimated actuals, and

WHEREAS, Chapter 129.06(2)(b) of the Florida Statutes stipulates that appropriations from the reserve for contingencies may be made to increase the appropriation for any particular expense in the same fund,

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, as follows:

The Clay County Board of County Commissioners hereby adopts the cash carry forward, revenues and appropriations for fiscal year 2024-2025 as identified in Attachment "A" (Budget Amendment-00001709) attached hereto, effective immediately upon adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 22nd day of April, 2025.

Board of County Commissioners Clay
County, Florida

Betsy Condon, Chairman

ATTEST:

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

Exhibit A

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
Capital Funds Revenues

Revenue Sources	Workday Fund #	Object #	Funding Code	FY19-20 Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Fund Level Revenues							1	2	3	4	5	6	7	8	9	10				
Prior Year Carry Forward - Capital Improvement Fund	FD3003	399002		43,646,472	53,506,692	66,195,918	70,642,000	74,828,291	29,914,080	15,849,952	8,675,811	1,449,686	(4,890,301)	383,924	696,131	(1,823,946)	199,910,134	195,725,626		Adjusts as plan changes are made from FY24-25 on
2nd Local Option Gas Tax Receipts	FD3003	312420		2,763,402	2,808,869	3,011,010	2,922,290	2,977,741	3,007,518	3,037,594	3,067,970	3,098,649	3,129,636	3,160,932	3,192,541	3,224,467	15,013,113	30,819,338	36,209,466	1% annual increases from FY25-26
Transfer In from Fund 1017- Discretionary Sales Surtax	FD3003	381120		11,904,141	23,196,367	24,343,430	25,409,228	20,622,790	21,241,474	21,878,718	22,535,079	23,211,132	23,907,466	24,624,690	25,363,430	26,124,333	111,687,289	234,918,340	265,869,473	3% increases from FY25-26
Transfer In from Fund 1028 - Building Fund	FD3003	381138						100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	400,000	900,000	900,000	Amount expected to increase with building activity
Interest Earnings - Capital Improvement Fund	FD3003	361000		262,358	193,333	1,807,666	2,440,099	2,244,849	897,422	475,499	260,274	43,491	(48,903)	3,839	6,961	(18,239)	6,318,143	6,305,292	6,792,650	Approximately 1% of carry forward amount
Interest Earnings - Capital Improvement Fund	FD3003	361100		186,561	144,283	838,720	1,019,271	1,122,424	448,711	237,749	65,069	10,873	(36,677)	2,879	5,221	(13,680)	2,893,224	2,861,841	3,048,402	
Disposition of Fixed Assets	FD3003	364000		133,367	140,779	8,098	51,789	60,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	261,789	511,789	645,156	About average amount over last 10 years
Developer Project/Contribution/Asset	FD3003	366000			2,529,841	65,000	28,335	900,000									928,335	928,335	2,037,127	FY24-25 \$900K CCUA on CR218; \$1M donation for Animal Srvc's bldg construct
Reversions - Constitutional Officers	FD3003	386400			990,368	160,066	97,832	100,000	100,000	100,000	100,000	100,000					497,832	597,832		Rounded conservative average of recent reversions
Less 5% Budgeted Revenues - Capital Improvement Fund	FD3003	399001						(261,129)	(195,247)	(175,655)	(166,412)	(157,107)	(154,037)	(158,239)	(159,975)	(160,311)				
Subtotal - Capital Improvement Fund	FD3003	305		58,896,301	83,510,532	96,429,908	102,610,844	102,694,966	55,563,958	41,553,857	34,687,791	27,906,723	22,057,184	28,168,026	29,254,310	27,482,623	337,111,416	277,842,766	314,602,273	

Revenue Sources	Workday Fund #	Object #	Funding Code	FY19-20 Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Project Specific Revenue																				
Interfund Transfer - Challenger	FD3003	381128			750	17,720	217,814	270,502	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	1,388,316	2,888,316	2,889,616	
Subtotal - Capital Improvement Fund	FD3003	305		0	750	17,720	217,814	270,502	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	1,388,316	2,888,316	2,888,316	

Exhibit A

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE)																					
Project Name	Workday Account #	Fund #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
CR218 Extension	PRJ100186	FD3003	DV, GT				0	2,000,000									2,000,000	2,000,000		2,000,000	Project on hold awaiting developer progress.
CR220 (Henley Rd to Knight Boxx)	PRJ100171	FD3003	SG, GT	1,555,631	229,978	33,518	11,515	41,980	350,000								403,495	403,495	12,935,408	14,894,534	Final Completion no later than Aug 13, 2026.
CR220 - Quadrant Intersection (East)	PRJ100221	FD3003	GT, ST				179,568	4,318,531	1,686,368								6,184,467	6,184,467		6,184,467	Final Completion no later than March 8, 2026.
Proj #2 CR209 - Peters Creek south to US17 4Ln.	PRJ100196	FD3003	GT, ST					4,415,000									4,415,000	4,415,000			Project is under construction.
Proj #3A CR209 - Peters Creek to Sandridge	PRJ100199	FD3003	GT, ST				0										-	-			PH3A complete, PH3B complete in fall of 2025.
Proj #4 CR739B - Henley to west of CR209	PRJ100200	FD3003	GT, ST														-	-			Scheduled for completion, spring 2025.
Proj #6B FCC from SR23 to Maryland Ave.	PRJ100203	FD3003	GT, ST														-	-			Scheduled for completion, summer 2025.
CR220 - SR21(Blanding Blvd) to Henley	PRJ100212	FD3003	GT, ST					1,866,250	1,324,600								3,190,850	3,190,850		3,190,850	Final Completion no later than March 8, 2026.
Subtotal - Capital Improvement Fund				1,555,631	229,978	33,518	191,083	12,641,761	3,360,968	0	0	0	0	0	0	0	16,193,812	16,193,812		23,079,001	

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section II Non-Comprehensive Plan Capital Improvements																					
Project Name	Workday Account #	Fund #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
TRANSPORTATION																					
Intersection Improvements-Minor Capacity	PRJ100572	FD3003	ST		27,039	500,000	359,052	2,169,600									2,528,652	2,528,652		3,055,691	Awaiting final scope.
Equipment - Transportation	PRJ100578	FD3003	ST	6,380,536	1,437,068	1,056,279	1,703,723	2,735,757	1,800,000	1,800,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	9,239,480	15,239,480		24,113,363	Heavy equipment replacement.
Ridaught Landing Drainage Improvements (Match)	PRJ100293	FD3003	FG, ST	6,240	4,975	1,201											0	0		12,416	Completed.
Knight Boxx & CR220 Drainage Improvements (Match)	PRJ100294	FD3003	FG, ST	11,998	11,778	22,511											0	0		46,287	Project in grant closeout.
Tumbleweed Dr.-Tanglewood Village Drainage (Match)	PRJ100295	FD3003	FG, ST	10,224	4,854	8,848											0	0		23,926	Project in grant closeout.
Homestead Rd Drainage - Tanglewood (Match)	PRJ100296	FD3003	FG, ST		2,941	5,037											0	0		7,978	Project in grant closeout.
Greenwood Drainage Improvements (Match)	PRJ100297	FD3003	FG, ST	40,059	5,982	28,617											0	0		74,658	Project in grant closeout.
Bridge Improvements	PRJ100575	FD3003	ST	855,705		500,000		500,000									500,000	500,000		1,855,705	Scope review for list of projects in priority.
Aquarius Concourse	PRJ100386	FD3003	ST, SP		122,011	2,862,683	410,530										410,530	410,530		3,395,224	Completed.
CR224 (College Dr) Component 1-Drainage Rehabilitation (D	PRJ100194	FD3003	ST	192,766	242,425	1,136,628	1,869,975										1,869,975	1,869,975		3,441,794	Completed.
CR220 Component 1, 5, 6-Access Rd, EW Pkwy Improvement	PRJ100197	FD3003	ST	407,869	89,320	80,102	862,488	1,262,795									2,125,283	2,125,283		2,702,574	Bids to BoCC in Feb 2025.
Oakleaf Plantation/Eagle Landing Signal	PRJ100209	FD3003	ST		4,058	2,357	183,471	310,114									493,585	493,585		500,000	Pulling POs for landscaping.
CR220 - Town Center Intersection	PRJ100299	FD3003				427,576	0										0	0		427,576	Completed.
Cheswick Oaks Road Connectors and Crossing	PRJ100187	FD3003	ST														0	0	24,000,000	24,000,000	Identifying funding for future start date.
Road Resurfacing	PRJ100570	FD3003	ST	19,475,665	4,564,976	7,500,000	5,429,318	0									5,429,318	5,429,318	50,000,000	86,969,959	Combined into Road Improvements project.
Dirt Road Paving	PRJ100571	FD3003	ST	7,216,740	531,644	750,000	616,442	0									616,442	616,442		9,114,826	Combined into Road Improvements project.
Road Improvements	PRJ100782	FD3003	ST					10,232,356	10,000,000	10,500,000	11,000,000	11,000,000	11,000,000	11,000,000	11,000,000	11,000,000	41,732,356	96,732,356	220,000,000	316,732,356	Project combines all previous road paving projects (dirt, milling etc.)
Drainage - Stormwater	PRJ100576	FD3003	ST	3,020,146	43,719				400,000	400,000							800,000	800,000		3,863,865	Scope review for list of projects in priority.
Infrastructure Studies	PRJ100287	FD3003	ST				0										0	0		0	Project being re-envisioned.
CR220 Int. Impr. - Lakeshore Drive to Old Hard Road	PRJ100414	FD3003	ST				0	543,166									543,166	543,166		543,166	Construction to begin in Jan 2025.
Storm Water Study	PRJ100288	FD3003	ST				0	100,000									100,000	100,000		100,000	No current agreement, PO issued.
Sidewalk - CR218-Clay Hill Elem to Taylor Rd.	PRJ100330	FD3003	SG				98,702	0									98,702	98,702		98,702	Project Complete, project in grant closeout.
Sidewalks - Construction	PRJ100574	FD3003	ST		0		412,481	500,000									912,481	912,481		912,481	Multiple PO's for Countywide Sidewalk replacements.
Sidewalk - Doctors Inlet Elementary School	PRJ100608	FD3003	ST, SG				0										0	0		0	Completed.
Live Oak Lane Construction	PRJ100559	FD3003	ST				400										400	400		400	Turtle mitigation. Compiling information to go out for bid
Clay County Greenways Expansion	PRJ100560	FD3003	ST					330,000									330,000	330,000		330,000	County match of Greenway Expansion grant.
Spencer Industrial Complex	PRJ100561	FD3003	ST,G				0	1,187,500	801,128								1,988,628	1,988,628		1,988,628	100% Engineer estimate = \$7,130,323. To bid Jan 2025.
Milling Roadways	PRJ100562	FD3003	ST				978,118										978,118	978,118		978,118	Multiple PO's; Place millings at various locations within County

Indigo Branch (HMPG)	PRJ100450	FD3003	ST				0	21,688									21,688	21,688		21,688
----------------------	-----------	--------	----	--	--	--	---	--------	--	--	--	--	--	--	--	--	--------	--------	--	--------

Undergoing departmental design review

Exhibit A

Clay County Capital Improvement Plan

TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section II Non-Comprehensive Plan Capital Improvements

Project Name	Workday Account #	Fund #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
Begonia Drive Drainage System Replacement	Future32	FD3003	ST														0	0	3,090,000	3,090,000	
Four Lining of CR218 - US301 to CR217	Future33	FD3003	ST														0	0	1,800,000	1,800,000	
Tanglewood Neighborhood Drainage Improvements	Future34	FD3003	ST														0	0	2,780,000	2,780,000	
Habitat Community Infrastructure Improvements	Future35	FD3003	ST														0	0	2,120,000	2,120,000	
Russell Road Culvert Replacement	Future36	FD3003	ST														0	0	4,210,000	4,210,000	
CR220 Component 2-Town Center Parkway Improvements	Future37	FD3003	ST														0	0	1,260,000	1,260,000	
CR220 Component 3-Business Center Drive Improvements	Future38	FD3003	ST														0	0	848,000	848,000	
CR220 Component 4-Doctors Inlet Road Improvements	Future39	FD3003	ST														0	0	329,000	329,000	
CR220 Component 7-Brookstone Drive Improvements	Future40	FD3003	ST														0	0	567,000	567,000	
CR220 Component 8-Lakeshore Drive West Improvements	Future41	FD3003	ST														0	0	417,000	417,000	
CR220 Component 9-Sidewalk, Driveway & ADA Improvements	Future42	FD3003	ST														0	0	407,000	407,000	
CR220 Component 10-Bridge Safety Improvements	Future43	FD3003	ST														0	0	397,000	397,000	
CR220 Component 11-Mainline Pavement Improvements	Future44	FD3003	ST														0	0	2,016,000	2,016,000	
CR224 (College Dr) Component 2-Sidewalk, Driveway & ADA	Future45	FD3003	ST														0	0	1,260,000	1,260,000	
CR224 (College Dr) Component 3-Pavement Improvements (Future46	FD3003	ST														0	0	1,974,000	1,974,000	
CR224 (College Dr) Component 4-Pavement Improvements (Future47	FD3003	ST														0	0	812,000	812,000	
CR224 (College Dr) Component 5-Old Jennings Intersection I	Future48	FD3003	ST														0	0	1,764,000	1,764,000	
CR224 (College Dr) Component 6-Peoria Intersection Improv	Future49	FD3003	ST														0	0	1,400,000	1,400,000	
CR224 (College Dr) Component 7-Jefferson Intersection Impr	Future50	FD3003	ST														0	0	679,000	679,000	
CR224 (College Dr) Component 8-CR220 Signalization and Lig	Future51	FD3003	ST														0	0	490,000	490,000	
Long Bay and Old Jennings Intersection Improvements	Future52	FD3003	ST														0	0	2,380,000	2,380,000	
CR217 Bridge Replacement and Safety Improvements	Future53	FD3003	ST														0	0	7,710,000	7,710,000	
Fire Station 14 Phase 2 Parking Lot	Future54	FD3003	ST														0	0	500,000	500,000	
Branscomb Road at Henley Road Traffic Study	Future55	FD3003	ST														0	0	750,000	750,000	
CR315 at SR16 Right Turn Lane onto WB SR16	Future56	FD3003	ST														0	0	500,000	500,000	
Additional Bridge Improvements	Future57	FD3003	ST														0	0	4,210,000	4,210,000	
Artemis Dr	Future65	FD3003	ST														0	0	4,210,000	4,210,000	
Atlantis Dr Extension	Future66	FD3003	ST														0	0	4,210,000	4,210,000	
Total Transportation				37,617,948	7,092,790	14,881,839	12,924,700	19,892,976	13,001,128	12,700,000	12,200,000	12,200,000	12,200,000	12,200,000	12,200,000	12,200,000	70,718,804	131,718,804	338,670,000	529,981,381	
PARKS & RECREATION																					
Fairgrounds Sewer Improvements	PRJ100173	FD3003	TT, ST	561,949	22,741		0	255,000									255,000	255,000		839,690	Project within scope.
Fairgrounds - FDACS Exhibit Hall Remodel	PRJ100301	FD3003	TT, ST	438,266	457,704												0	0	0	895,970	Completed.
Fairgrounds - FDACS Livestock Pavilion Infrastr	PRJ100302	FD3003	ST														0	0	811,403	811,403	Out for bid.
DEO Grant - NE Sports Complex	PRJ100304	FD3003	SG, TT, ST	5,750	1,271,840	280,360	780,049	32,178									812,227	812,227		2,370,177	PH1 completion scheduled for April 2025.
Fairgrounds Event Center	PRJ100284	FD3003	ST		56,550	28,708		1,971,293									1,971,293	1,971,293		2,056,551	Engineering plans/estimate at 60%
Moccasin Slough-Tower, Boardwalk	PRJ100391	FD3003	ST		39,444	170,948	89,894	312,886									402,780	402,780	9,500,000	10,113,172	Serves as grant match, extension to 4/30/25 waiting on SJWMD
Moccasin Slough-Classroom	PRJ100819	FD3003	ST					86,828									86,828				
Oakleaf Community Park Phase II	Future1	FD3003	ST														0	0	4,200,000	4,200,000	Expand parking, multi-field, ball fields, lights
Twin Lakes Park - Lighting	Future2	FD3003	ST														0	0	1,244,000	1,244,000	Identifying funding for future start date.
District 1 Project (Middleburg/West Clay)	PRJ100758	FD3003	ST						24,250	24,250	24,250	24,250	24,250	24,250	24,250	24,250	72,750	194,000		194,000	Projects within scope.
District 2 Project (OP/Lakeside/Fleming Island)	PRJ100759	FD3003	ST						48,500	48,500	48,500	48,500	48,500	48,500	48,500	48,500	145,500	388,000		388,000	Projects within scope.
District 7 Project (Keystone Heights/South Clay)	PRJ100760	FD3003	ST						24,250	24,250	24,250	24,250	24,250	24,250	24,250	24,250	72,750	194,000		194,000	Projects within scope.
District 4 Project (Lake Asbury/GCS/SouthEast Clay)	PRJ100761	FD3003	ST						1,000,000	1,100,000	1,300,000	1,500,000	1,700,000	1,700,000	3,100,000	3,800,000	3,400,000	15,200,000		15,200,000	Projects within scope.
District 5 Project (Branan Field/Oakleaf)	PRJ100762	FD3003	ST						72,750	72,750	72,750	72,750	72,750	72,750	72,750	72,750	218,250	582,000		582,000	Projects within scope.
Regional Park - Future Phases	Future25	FD3003	ST											4,000,000	4,000,000		0	8,000,000		8,000,000	Identifying funding for future start date.
Walter Odum Park - Lighting	Future3	FD3003	ST														0	0	1,632,300	1,632,300	Identifying funding for future start date.
Omega Park - Lighting	PRJ100765	FD3003	ST					1,538,000									1,538,000	1,538,000		1,538,000	Department awaiting vendor proposal.
Neptune Park Phase II	PRJ100355	FD3003	ST			241,464	900	9,758									10,658	10,658		252,122	Scheduled for completion end of Dec. 2024.
Pickleball Courts	PRJ100356	FD3003	ST		21,653	5,003	469,678										469,678	469,678		496,334	Completed.
Main St. Park Expansion & Boat Ramp Improve	PRJ100766	FD3003	ST					250,000									250,000	250,000		250,000	Soliciting consultant for site plan & design..
Parks & Recreation Office	Future59	FD3003	ST														0	0	1,050,000	1,050,000	Identifying funding for future start date.
Veterans Park	Future67	FD3003	ST														0	0		0	
Total Parks & Recreation		FD3003		1,005,965	1,024,932	726,483	1,340,521	4,455,942	1,169,750	1,269,750	1,469,750	1,669,750	1,869,750	5,869,750	7,269,750	3,969,750	9,705,713	30,354,463	17,387,703	51,257,718	
PUBLIC SAFETY																					
Public Safety/Sheriff Training Facility	PRJ100159	FD3003	ST	885,282													0	0	4,940,000	5,825,282	Completed.
Equipment - Public Safety - Replacement	PRJ100579	FD3003	ST	9,023,900	1,396,508	3,068,593	3,572,479	5,419,940	2,915,367	3,058,116	5,154,023	4,000,000	3,703,330	2,271,965	3,278,326	6,000,000	20,119,925	39,373,546	19,847,003	72,709,550	Multiple PO's; Equipment and vehicle replacement.
Equipment - Public Safety - Capacity	PRJ100764	FD3003	ST				0	458,745	3,135,377	3,500,000	314,152	677,094	800,000	1,500,000	1,000,000	424,730	7,408,274	11,810,098		11,810,098	Department identifying scope.
Equipment - Sheriff - Capital & Vehicles - Replacement	PRJ100580	FD3003	ST	6,723,578	2,466,413	2,999,972	3,080,578	2,100,000	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	9,171,118	15,822,018	11,967,181	39,979,162	Multiple PO's; Equipment and vehicle replacement.
Equipment - Sheriff - Capital & Vehicles - Capacity	PRJ100763	FD3003	ST				0										0	0		0	Funding from public safety impact fees.
Fire Station 24 - Virginia Village	PRJ100286	FD3003	ST			486,679	14,592										14,592	14,592		501,271	Under environmental evaluation; bid delayed up to 12 months.
Fire Station 20 - GCS	PRJ100190	FD3003	ST			248,807	204,826										204,826	204,826		453,633	Construction at 50%.
Fire Station 22 - Fleming Island	PRJ100357	FD3003	ST				145,471										145,471	145,471		145,471	At 90% IRC; Version 2 failed, requires resubmittal.
Fire Station 15 - Lake Asbury	PRJ100285	FD3003	ST														0	0		0	Awaiting land acquisition.
Fire Station 1 - Branan Field	PRJ100563	FD3003	ST				87,656										87,656	87,656		87,656	At 90% IRC; Version 2 failed, requires resubmittal.
Fire Station 21 - Green Cove North	Future11	FD3003	ST										2,000,000	1,800,000	1,500,000		0	5,300,000	6,000,000	11,300,000	Design FY29-30 and commence construction.
Fire Station 16 - Penney Farms	Future9	FD3003	ST											2,800,000	2,500,000		0	5,300,000	5,800,000	11,100,000	Design FY30-31 and commence construction.
Fire Station 17 - Peoria Rd	Future10	FD3003	ST												2,300,000	5,000,000	0	7,300,000	6,000,000	13,300,000	Design FY31-32 and commence construction.
Fire Station 13 - Clay Hill	Future8	FD3003	ST														0	0	4,500,000	4,500,000	Design, construction scheduled FY34-35
Fire Station 5 - Middleburg West	Future28	FD3003	ST														0	0		0	Identifying funding for future start date.
Gun Range	PRJ100204	FD3003	ST	205,062	1,022,779	2,540,007											0	0		3,767,848	Completed.

Exhibit A

Clay County Capital Improvement Plan

TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section II Non-Comprehensive Plan Capital Improvements																					
Project Name	Workday Account #	Fund #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
Gun Range Office	Future60	FD3003	ST									1,150,000					0	1,150,000		1,150,000	New facility for property operations
Burn Building	PRJ100366	FD3003	ST			24,937	202,685	2,772,378									2,975,063	2,975,063		3,000,000	Awaiting scope changes expected end of Feb. 2025.
Radio Tower Upgrades	PRJ100207	FD3003	ST	1,478,006			189,500	1,767,426									1,956,926	1,956,926		3,434,932	Multiple PO's; Keystone Tower and Sleepy Hollow Tower.
E911 Consolidation Bldg/Training Facility	PRJ100208	FD3003	ST	2,056,583					2,419,284		7,000,000	7,000,000					9,419,284	16,419,284		18,475,867	Completed. Identifying funding for future phases.
CCSO Building 500 Build Out	PRJ100609	FD3003	ST				159	800,000	604,736								1,404,895	1,404,895		1,404,895	Engineering design at 60%; full design expected early March 2025.
Jail Improvements/Conversion	PRJ100331	FD3003	ST					1,873,334									1,873,334	1,873,334		1,873,334	Delayed; moved from ARPA in Dec. 2024.
New Jail	Future13	FD3003	ST													3,000,000	0	3,000,000	610,000	3,610,000	Identifying funding for future start date.
Sheriff Office Building	Future14	FD3003	ST						2,000,000	5,000,000	6,000,000	4,500,000					13,000,000	17,500,000	38,000,000	55,500,000	100,000 sq ft @ \$400 sq. ft.
Total Public Safety				20,372,411	4,885,700	9,368,995	7,497,946	15,191,823	12,404,944	12,888,296	19,798,355	18,657,274	7,833,510	9,702,145	11,908,506	15,754,910	67,781,364	131,637,709	97,664,184	263,928,999	
PUBLIC WORKS																					
Knowles Pit Building	PRJ100184	FD3003	ST	617,408	57,848	120,464	1,435,737	3,550									1,439,287	1,439,287		2,235,007	Completed.
Dirt Road Rejuvenation	PRJ100566	FD3003	ST				262,989										262,989	262,989		262,989	Completed.
Total Public Works				110,704,659	57,848	120,464	1,698,726	3,550	0	0	0	0	0	0	0	0	1,702,276	1,702,276	0	2,497,996	
OTHER PROJECTS																					
Equipment - Supervisor of Elections	PRJ100277	FD3003	ST	945,650			0	957,800									957,800	957,800	35,000	1,938,450	Delivery in Jan '25, Voting equipment & machines replacement
Animal Services Building	PRJ100210	FD3003	ST		380,294	334,875	208,369	12,000,000	8,257,216								20,465,585	20,465,585		21,180,754	Construction contract signed.
GCS Senior Center Kitchen	PRJ100276	FD3003	ST		600,274	28,140											0	0	0	628,414	Completed.
Building Department Building	PRJ100387	FD3003	ST					6,450,058									6,450,058	6,450,058		6,450,058	CIP portion of construction costs. Construction begun.
Substance Use Disorder Recovery Center	PRJ100564	FD3003	ST					500,000									500,000	500,000		500,000	CIP portion project - Design
Property Appraiser Vehicles	PRJ100797	FD3003	ST						70,000	70,000	70,000	70,000	70,000				210,000	350,000		350,000	2 vehicles @ \$35K each for 5 years
JTA Bus\Shelter Improvements	PRJ100610	FD3003	ST							250,000							250,000	250,000	70,000	320,000	Project canceled.
Admin Building 3rd Floor	PRJ100611	FD3003	ST														0	0	3,000,000	3,000,000	In the proposal phase for design.
Multi-Agency Storage Warehouse	PRJ100612	FD3003	ST									500,000					0	500,000	3,000,000	3,500,000	Funds to initiate design phase.
Oakleaf Library	PRJ100526	FD3003	ST						1,750,000	6,000,000							7,750,000	7,750,000	3,000,000	10,750,000	Awaiting land acquisition, site plans and design.
Land Acquisition	PRJ100362	FD3003	ST		19,025	1,915,045	242,238	757,478									999,716	999,716		2,933,786	Flexibility for land opportunities
Keystone Lakes Projects	PRJ100291	FD3003	ST					200,000									200,000	200,000	0	200,000	Moved from ARPA
Total Other Projects				945,650	999,593	2,278,060	450,607	20,865,336	10,077,216	6,320,000	70,000	570,000	70,000	0	0	0	37,783,159	38,423,159	9,105,000	51,551,462	
Subtotal - Capital Improvement Fund (FD3003)																					
GRAND TOTAL				172,202,264	14,290,841	27,409,359	24,103,583	73,051,388	40,014,006	33,178,046	33,538,105	33,097,024	21,973,260	27,771,895	31,378,256	31,924,660	203,885,128	350,030,223	462,826,887	922,296,558	

Exhibit B

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
Capital Funds Revenues

Revenue Sources	Fund #	Workday Fund #	Object #	Funding Code	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Fund Level Revenues						1	2	3	4	5	6	7	8	9	10				
Regional Park Revenue (15%)	CC1269	FD3018			64,117	564,384	576,300	576,300	576,300	576,300	576,300	576,300	576,300	576,300	576,300	2,869,584	5,751,084		
Interest Earnings - Regional Park					-	6,145	18,209	35,153	52,579	70,502	88,936	17,896	34,830	52,247	70,161				
Prior Year Forward - Regional Park	IF_Reg				-	36,453	606,982	1,171,766	1,752,646	2,350,082	2,964,544	596,519	1,161,004	1,741,578	2,338,698				
Less 5% Budgeted Revenues - Regional Park							(29,725)	(30,573)	(31,444)	(32,340)	(33,262)	(29,710)	(30,557)	(31,427)	(32,323)				
Administrative\Constitutional\Jail Fund (49%)	CC1266	FD3015			100,998	915,736	907,800	907,800	907,800	907,800	907,800	907,800	907,800	907,800	907,800	4,546,936	9,085,936		
Interest Earnings - Administrative\Constitutional\Jail Fund					-	11,161	29,530	56,244	77,719	22,706	34,225	61,073	88,686	117,086	56,295				
Prior Year Forward - Administrative\Constitutional\Jail Fund	IF_Admin				-	57,424	984,321	1,874,784	2,590,625	756,868	1,140,849	2,035,773	2,956,203	3,902,865	1,876,506				
Less 5% Budgeted Revenues - Administrative\Constitutional\Jail Fund							(46,866)	(48,202)	(49,276)	(46,525)	(47,101)	(48,444)	(49,824)	(51,244)	(48,205)				
Fire\Rescue Fund (26%)	CC1267	FD3016			229,799	2,100,527	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	11,162,527	22,490,027		
Interest Earnings - Fire\Rescue Fund					-	29,475	67,821	108,539	122,199	112,249	125,590	136,736	94,200	21,951	19,643				
Prior Year Forward - Fire\Rescue Fund	IF_FR				-	130,683	2,260,685	3,617,967	4,073,304	3,741,618	4,186,327	4,557,862	3,139,986	731,701	654,780				
Less 5% Budgeted Revenues - Fire\Rescue Fund							(116,666)	(118,702)	(119,385)	(118,887)	(119,554)	(120,112)	(117,985)	(114,373)	(114,257)				
Law Enforcement Fund (25%)	CC1268	FD3017			174,193	1,567,462	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	7,830,262	15,658,762		
Interest Earnings - Law Enforcement Fund					-	22,402	50,669	55,335	95,535	43,880	11,753	2,711	35,410	69,042	103,632				
Prior Year Forward - Law Enforcement Fund	IF_CCISO				-	99,100	1,688,964	1,844,514	3,184,498	1,462,671	391,772	90,353	1,180,343	2,301,398	3,454,403				
Less 5% Budgeted Revenues - Law Enforcement Fund							(80,818)	(81,052)	(83,062)	(80,479)	(78,873)	(78,421)	(80,056)	(81,737)	(83,467)				
Libraries and Culture	CC1270	FD3019			63,549	559,212	571,200	571,200	571,200	571,200	571,200	571,200	571,200	571,200	571,200	2,844,012	5,700,012		
Interest Earnings - Libraries and Culture					-	6,121	18,043	34,837	22,109	39,018	56,409	74,296	92,693	111,614	131,074				
Prior Year Forward - Libraries and Culture	IF_LC				-	36,114	601,447	1,161,228	736,963	1,300,607	1,880,314	2,476,543	3,089,764	3,720,463	4,369,136				
Less 5% Budgeted Revenues - Libraries and Culture							(29,462)	(30,302)	(29,665)	(30,511)	(31,380)	(32,275)	(33,195)	(34,141)	(35,114)				
Community Park Fees - Middleburg and West Clay District 1 (45%)	CC1271	FD3020			5,753	85,411	82,700	82,700	82,700	82,700	82,700	82,700	82,700	82,700	82,700	416,211	829,711		
Interest Earnings - Community Park District 1					-	457	2,775	4,616	6,510	8,457	10,460	12,520	14,638	16,817	19,058				
Prior Year Forward - Community Park District 1	IF_P1				-	6,644	92,512	153,875	216,986	281,896	348,656	417,319	487,938	560,571	635,273				
Less 5% Budgeted Revenues - Community Park District 1							(4,274)	(4,366)	(4,460)	(4,558)	(4,658)	(4,761)	(4,867)	(4,976)	(5,088)				
Community Park Fees - Orange Park, Lakeside, Fleming Island District 2 (45%)	CC1272	FD3021			5,392	69,111	67,300	67,300	67,300	67,300	67,300	67,300	67,300	67,300	67,300	338,311	674,811		
Interest Earnings - Community Park District 2					-	170	2,122	2,910	3,721	4,555	5,412	6,294	7,201	8,134	9,094				
Prior Year Forward - Community Park District 2	IF_P2				-	1,458	70,739	97,012	124,034	151,826	180,410	209,809	240,045	271,143	303,128				
Less 5% Budgeted Revenues - Community Park District 2							(3,471)	(3,511)	(3,551)	(3,593)	(3,636)	(3,680)	(3,725)	(3,772)	(3,820)				
Community Park Fees - Keystone Heights, South Clay District 7 (45%)	CC1274	FD3023			1,619	110,772	84,600	84,600	84,600	84,600	84,600	84,600	84,600	84,600	84,600	449,172	872,172		
Interest Earnings - Community Park District 7					-	427	3,519	5,435	7,406	9,433	11,518	13,662	15,867	18,135	20,468				
Prior Year Forward - Community Park District 7	IF_P7				-	6,101	117,300	181,174	246,869	314,435	383,928	455,401	528,911	604,515	682,275				
Less 5% Budgeted Revenues - Community Park District 7							(4,406)	(4,502)	(4,600)	(4,702)	(4,806)	(4,913)	(5,023)	(5,137)	(5,253)				
Community Park Fees - Lake Asbury, Green Cove Springs District 4 (45%)	CC1273	FD3022			176,708	1,097,116	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	5,369,460	10,709,890		
Interest Earnings - Community Park District 4					-	12,973	34,336	33,713	33,071	32,412	31,734	31,036	30,318	29,580	28,821				
Prior Year Forward - Community Park District 4	IF_P4				-	34,456	1,144,545	1,123,760	1,102,383	1,080,397	1,057,784	1,034,526	1,010,606	986,004	960,701				
Less 5% Budgeted Revenues - Community Park District 4							(55,121)	(55,090)	(55,058)	(55,025)	(54,991)	(54,956)	(54,920)	(54,883)	(54,845)				
Community Park Fees - Branan Field, Oakleaf District 5 (45%)	CC1275	FD3024			31,249	558,125	529,517	529,517	529,517	529,517	529,517	529,517	529,517	529,517	529,517	2,676,193	5,323,778		
Interest Earnings - Community Park District 5						6,856	19,257	33,111	47,361	62,016	77,089	92,592	108,537	124,936	141,802				
Prior Year Forward - Community Park District 5	IF_P5				-	76,909	641,890	1,103,708	1,578,688	2,067,205	2,569,644	3,086,403	3,617,890	4,164,524	4,726,737				
Less 5% Budgeted Revenues - Community Park District 5							(27,439)	(28,131)	(28,844)	(29,577)	(30,330)	(31,105)	(31,903)	(32,723)	(33,566)				

Exhibit B

Clay County Capital Improvement Plan

TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE) - Expenditures

Project Name	Division #	Workday Account #	Object #	Funding Code	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total		Years 6-25	Total Project	Comments
																0	0		0	

Clay County Capital Improvement Plan

TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section II Non-Comprehensive Plan Capital Improvements

Project Name	Division #	Workday Account #	Fund #	Funding Code	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
																0	0			Project within scope. Project within scope. Project within scope. Project within scope. Project within scope. Construction at 50%. At 90% IRC; Version 2 failed, requires resubmittal. Awaiting land acquisition. At 90% IRC; Version 2 failed, requires resubmittal. Completed. Identifying funding for future phases. Removed as project not impact fee eligible. Funds to initiate design phase. Funds to initiate design phase. Funds to initiate design phase. For additional vehicle purchases expanding capacity. For additional vehicle purchases expanding capacity. Awaiting land acquisition, site plans and design.
																0	0			
District 1 Project (Middleburg/West Clay)	IF_P1	PRJ100758	IF_P1				19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	79,356	178,551			
District 2 Project (OP/Lakeside/Fleming Island)	IF_P2	PRJ100759	IF_P2				39,678	39,678	39,678	39,678	39,678	39,678	39,678	39,678	39,678	158,712	357,102			
District 7 Project (Keystone Heights/South Clay)	IF_P7	PRJ100760	IF_P7				19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	79,356	178,551			
District 4 Project (Lake Asbury/GCS/SouthEast Clay)	IF_P4	PRJ100761	IF_P4				1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	1,068,086	4,272,344	9,612,774			
District 5 Project (Branan Field/Oakleaf)	IF_P5	PRJ100762	IF_P5				59,517	59,517	59,517	59,517	59,517	59,517	59,517	59,517	59,517	238,068	535,653			
Regional Park - Future Phases	IF_Reg	Future25	IF_Reg								3,000,000					0	3,000,000			
Fire Fee Transfer to 2024 Bond Debt Service	IF_FR	FireXfer	IF_FR				600,628	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,000,000	1,000,000	1,000,000	5,100,628	11,100,628			
Fire Station 20 - GCS	IF_FR	PRJ100190	IF_FR													0	0			
Fire Station 22 - Fleming Island	IF_FR	PRJ100357	IF_FR													0	0			
Fire Station 15 - Lake Asbury	IF_FR	PRJ100285	IF_FR													0	0			
Fire Station 1 - Branan Field	IF_FR	PRJ100563	IF_FR													0	0			
Fire Station 21 - Green Cove North	IF_FR	Future11	IF_FR										1,500,000	500,000		0	2,000,000			
Fire Station 16 - Penney Farms	IF_FR	Future9	IF_FR									2,000,000				0	2,000,000			
Fire Station 17 - Peoria Rd	IF_FR	Future10	IF_FR										2,000,000			0	2,000,000			
Fire Station 13 - Clay Hill	IF_FR	Future8	IF_FR													0	0			
Fire Station 5 - Middleburg West	IF_FR	Future28	IF_FR													0	0			
E911 Consolidation Bldg/Training Facility	IF_Admin	PRJ100208	IF_Admin						1,500,000	500,000						2,000,000	2,000,000			
Sheriff Office Building	IF_CCISO	Future14	IF_CCISO						3,000,000	2,600,000	1,400,000					5,600,000	7,000,000			
New Jail	IF_Admin	Future13	IF_Admin											3,000,000	3,000,000	0	6,000,000			
Admin Building 3rd Floor	IF_Admin	PRJ100611	IF_Admin													0	0			
Multi Agency Warehouse	IF_Admin	PRJ100612	IF_Admin					200,000	1,270,000							1,470,000	1,470,000			
Multi Agency Warehouse	IF_FR	Future19A	IF_FR					200,000	300,000							500,000	500,000			
Multi Agency Warehouse	IF_CCISO	Future19B	IF_CCISO					200,000	300,000							500,000	500,000			
Equipment - Sheriff - Capital & Vehicles - Capacity	IF_CCISO	PRJ100763	IF_CCISO				1,380,000				400,000	400,000	400,000	400,000	400,000	1,380,000	3,380,000			
Equipment - Public Safety - Capacity	IF_FR	PRJ100764	IF_FR				258,745	100,000	800,000	314,152	400,000	200,000	150,000	750,000		1,472,897	2,972,897			
Oakleaf Library	IF_LC	PRJ100526	IF_LC					1,000,000								1,000,000	1,000,000			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			
																0	0			

Exhibit B

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
Capital Funds Revenues

Revenue Sources	Fund #	Workday Fund #	Object #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Fund Level Revenues						1	2	3	4	5	6	7	8	9	10				
Impact Fees Trans District 3	303	FD3001	324310	465,575	18,095	0	0	0	0	0	0	0	0	0	0	0	0	238,815	Impact fee continued collections before mobility fees
Interest Earnings - Impact Fee District 3 Fund	303	FD3001	361000	58,966	370,834	395,221	225,000	58,612	564	570	575	581	586	592	597	679,967	682,898	683,467	
Prior Year Forward - Impact Fee District 3 Fund & Contributions	303	FD3001	399002	7,320,838	8,885,182	7,450,425	7,502,538	5,861,205	56,431	56,968	57,509	58,055	58,607	59,163	59,725				Initial amount was transfer from Fund 305
Less 5% Budgeted Revenues - Impact Fees District 3 Fund	303	FD3001	399001				(11,250)	(2,931)	(28)	(28)	(29)	(29)	(29)	(30)	(30)				
																0	0		
Impact Fees Trans District 2	304	FD3002	324311	15,439	6,381	-	0	0	0	0	0	0	0	0	0	0	0	45,000	Impact fee continued collections before mobility fees
Interest Earnings - Impact Fee District 2 Fund	304	FD3002	361000	33,523	209,215	215,113	39,625	548	553	558	564	569	575	580	586	256,398	259,271	258,398	
Prior Year Forward - Impact Fee District 2 Fund & Contributions	304	FD3002	399002	4,440,958	4,409,354	3,762,050	3,962,504	54,803	55,323	55,849	56,380	56,915	57,456	58,002	58,553				Initial amount was transfer from Fund 305
Less 5% Budgeted Revenues - Impact Fees District 2 Fund	304	FD3002	399001				(1,981)	(27)	(28)	(28)	(28)	(28)	(29)	(29)	(29)				
Mobility Fees - Middleburg and West Clay District 1	312	FD3009	324301	164,200	318,406	375,704	350,000	325,000	189,020	189,020	189,020	189,020	189,020	189,020	189,020	1,428,744	2,373,844	7,961,744	Includes approximate cash collections
Interest Earnings - Mobility District 1				55	90,727	39,474	46,325	29,851	10,834	12,732	14,649	16,584	18,537	509	2,309	139,216	191,804		
Prior Year Forward - Mobility District 1	324321			127,812	314,366	742,955	1,158,133	746,264	1,083,372	1,273,233	1,464,898	1,658,383	1,853,707	50,886	230,939				
Less 5% Budgeted Revenues - Mobility District 1							(19,816)	(17,743)	(9,993)	(10,088)	(10,183)	(10,280)	(10,378)	(9,476)	(9,566)				
Mobility Fees - Orange Park, Lakeside, Fleming Island District 2	312	FD3011	324302	215,787	255,000	75,598	75,000	75,000	75,787	75,787	75,787	75,787	75,787	75,787	215,787	377,172	896,107		
Interest Earnings - Mobility District 2				35	1,004	37,063	34,071	38,216	42,518	47,014	51,680	56,524	61,552	(6,615)	(5,300)	198,883	356,725		
Prior Year Forward - Mobility District 2	324322			70,908	293,890	739,125	851,786	955,404	1,062,959	1,175,349	1,292,010	1,413,104	1,538,800	(330,728)	(265,014)				
Less 5% Budgeted Revenues - Mobility District 2							(5,454)	(5,661)	(5,915)	(6,140)	(6,373)	(6,616)	(6,867)	(3,459)	(10,524)				
Mobility Fees - Keystone Heights, South Clay District 7	312	FD3013	324303	49,951	55,000	89,101	65,000	65,000	61,510	61,510	61,510	61,510	61,510	61,510	61,510	342,121	649,671		
Interest Earnings - Mobility District 7				10	2,993	8,875	10,281	13,142	16,111	19,060	22,122	25,300	12,599	15,415	18,338	67,469	161,243		
Prior Year Forward - Mobility District 7	324324			19,557	87,926	159,045	257,021	328,538	402,772	476,512	553,054	632,505	314,974	385,378	458,457				
Less 5% Budgeted Revenues - Mobility District 7							(3,764)	(3,907)	(3,881)	(4,029)	(4,182)	(4,341)	(3,705)	(3,846)	(3,992)				
Mobility Fees - Lake Asbury, Green Cove Springs District 4	312	FD3012	324304	5,313,140	6,500,000	4,288,085	4,287,867	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	20,575,952	40,575,952		
Interest Earnings - Mobility District 4				270	328,246	759,023	687,965	3,548	79,615	157,128	236,113	316,599	398,615	482,188	567,350	1,687,278	3,688,143		
Prior Year Forward - Mobility District 4	324323			2,038,851	9,642,956	12,152,011	17,199,119	177,380	3,980,750	7,856,385	11,805,656	15,829,963	19,930,733	24,109,417	28,367,496				
Less 5% Budgeted Revenues - Mobility District 4							(248,792)	(200,177)	(203,981)	(207,856)	(211,806)	(215,830)	(219,931)	(224,109)	(228,367)				
Mobility Fees - Branan Field, Oakleaf District 5	312	FD3014	324305	1,618,818	2,300,000	1,656,694	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,656,694	15,156,694		
Interest Earnings - Mobility District 5				80	58,056	310,104	278,468	316,708	385,743	457,401	391,782	343,670	413,729	366,451	317,376	1,748,424	3,581,434	1,748,424	Adjusts as plan changes are made from FY21-22 on
Prior Year Forward - Mobility District 5	324325			1,373,631	1,705,524	5,181,567	6,961,712	7,917,698	9,643,571	11,435,026	9,794,557	8,591,750	10,343,237	9,161,280	7,934,409				
Less 5% Budgeted Revenues - Mobility District 5							(88,923)	(90,835)	(94,287)	(97,870)	(94,589)	(92,184)	(95,686)	(93,323)	(90,869)				
Revenue Sources	Fund #	Workday Fund #	Object #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Project Specific Revenue																			
Clay County Schoolboard	303	FD3001	399002		1,049,238	425,000													
Northeast Sector	306	FD3004	399002			789,928	-	-	-							789,928	789,928	789,928	Fair Share
West Sector	307	FD3005	399002			238,703	-	-	-							238,703	238,703	238,703	Fair Share
West Sector - Interest	307	FD3005	361000			8,500													
Branan Field APF Fund	309	FD3006	324220			1,869,175	-	-	-							1,869,175	1,869,175	1,869,175	Adequate Public Facility Fees
Lake Asbury APF Fund	311	FD3008	324210			637,378	-	-	-							637,378	637,378	637,378	Adequate Public Facility Fees
Sidewalk Fund	310	FD3007	324211	-		240,522	-	-	-							240,522	240,522	240,522	Sidewalk Fees
Subtotal - Other Revenue Funds				0	1,049,238	4,209,206	0	0	0	0						4,209,206	4,209,206	3,775,706	

Exhibit B

Clay County Capital Improvement Plan

TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE) - Expenditures																				
Project Name	Division #	Workday Account #	Object #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project	Comments
Radar Road US17 to Town Center Blvd	6132	PRJ100282	303		336,412	343,108	1,855,083	5,860,455								8,058,646	8,058,646		8,395,058	Awaiting Engineering 90% design.
CR315 Road Improvement - Willow Springs	6133	PRJ100283	303	9,435	438,037											0	0		447,472	Completed.
CR218 Cosmos Ave to Carter Spencer	6135	PRJ100381	304	80,565	191,139	14,659										14,659	14,659		286,363	Completed.
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln.	6107	PRJ100147	304		671,761		3,945,345									3,945,345	3,945,345		4,617,106	Scheduled completion fall 2025.
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln.	6107	PRJ100147B	324321				788,378									788,378	788,378		788,378	Scheduled completion fall 2025.
Proj #2 CR209 - Peters Creek south to US17 4Ln.	6108	PRJ100196	324323				2,528,634									2,528,634	2,528,634		2,528,634	Project is under construction.
Proj #3A CR209 - Peters Creek to Sandridge	6101	PRJ100199	324323				9,193,746									9,193,746	9,193,746		9,193,746	PH3A complete, PH3B complete in fall of 2025.
Proj #3B CR209 - Sandridge Intersection	6101	PRJ100199B	324323													0	0		0	
Proj #3B CR209 - Sandridge Intersection	6101	PRJ100199C	303																	
Proj #4 CR739B - Henley to west of CR209	6102	PRJ100200	324323				3,765,000									3,765,000	3,765,000		3,765,000	Scheduled for completion, spring 2025.
Proj #5 CR220 - Baxley Rd. to west of Henley Rd.	6103	PRJ100201	324325			186,653	733,559									920,212	920,212		920,212	Under environmental permit review - Army Corps of Engineers.
Proj #6A FCC from Maryland Ave. to US17	6104	PRJ100202	324323				1,261,399									1,261,399	1,261,399		1,261,399	Awaiting ROW acquisition and permitting .
Proj #6B FCC from SR23 to Maryland Ave.	6105	PRJ100203	324323				5,000,000									5,000,000	5,000,000			Scheduled for completion, summer 2025.
The Station at Radar Road Sidewalk		PRJ100394	FD3007			36,000										36,000	36,000		36,000	Completed.

Exhibit B

Clay County Capital Improvement Plan

TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section II Non-Comprehensive Plan Capital Improvements																				
Project Name	Division #	Workday Account #	Fund #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
Special Districts																				
Proj #5 CR220 - Baxley Rd. to west of Henley Rd. (NE Fair Share)	6046	PRJ100201A	FD3004													0	0		200,000	Under environmental permit review - Army Corps of Engineers.
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln. (W Fair Share)	6086	PRJ100147A	FD3005				247,000									247,000	247,000		247,000	Scheduled completion fall 2025.
Long Bay Rd Ext	6045	PRJ100279	FD3006													0	0		350,000	Adequate public facilities. Going to PRJ100279
EW 1 (NS3 to CR 209 - Block Island)	6022	PRJ100278	FD3008													0	0		4,500	Adequate public facilities, no specific project
Sidewalks - Developers	6019	PG1006	FD3007													0	0		9,222	List of projects in priority
State Road 100 - Bradford to Putnam (4 Lane)		FutureM1	324324	-	-	-	-	-	-	-		400,000				0	400,000	5,135,000	5,535,000	Putnam to Bradford
County Road 218 - Bluejay to Cosmos Av		FutureM2	324321	-	-	-	-	-	-	-			2,000,000			0	2,000,000	18,093,775	20,093,775	Blue Jay/Mallard Rd. to Cosmos Ave.
County Road 220 - College Dr to US 17		FutureM3	324322	-	-	-	-	-	-	-			2,000,000			0	2,000,000	34,825,903	36,825,903	C.R. 224 (College Dr) to U.S. 17
Verbena Parkway (4)		FutureM7		-	-	-	-	-	-	-						0	0	9,011,979	9,011,979	Henley Rd. to NS 3
NS 3 - County Road 209 to Sandridge		FutureM8		-	-	-	-	-	-	-						0	0	16,042,267	16,042,267	C.R. 209 to Sandridge
EW 1 - County Road 209 to NS3		FutureM9		-	-	-	-	-	-	-						0	0	10,734,356	10,734,356	C.R. 209 to NS 3
NS 1 (Feed Mill) - Sandridge to First Coast Connector		FutureM10		-	-	-	-	-	-	-						0	0	15,662,708	15,662,708	Sandridge to First Coast Connector
County Road 218 Extension		FutureM11		-	-	-	-	-	-	-						0	0	10,000,000	10,000,000	C.R. 218 to First Coast Connector
Green Cove Springs Bypass		FutureM13		-	-	-	-	-	-	-						0	0	77,763,560	77,763,560	U.S. 17 to S.R. 16
County Road 220 State Road 21 to Henley Rd		FutureM14	324325	-	-	-	-			3,500,000	3,000,000					3,500,000	6,500,000	24,665,953	31,165,953	S.R. 21 to Henley Rd.
Baxley Road		FutureM15	324325	-	-	-	-	-	-	-			3,000,000	3,000,000		0	6,000,000	8,333,176	14,333,176	C.R. 220 to S.R. 21
Cheswick Oaks Ave. Extension (Savannah Glen Blvd. to Challenger Dr.)		FutureM16		-	-	-	-	-	-	-						0	0	29,212,050	29,212,050	Savannah Glen Blvd. to Challenger Dr.
Branan Mill Road (aka Atlantis)		FutureM17		-	-	-	-	-	-	-						0	0	9,109,854	9,109,854	Old Jennings to Trail Ridge
Cheswick Oaks Ave. Extension (Wilford Preserve to Challenger Dr.)		FutureM18		-	-	-	-	-	-	-						0	0	4,337,123	4,337,123	Wilford Preserve to Challenger Dr.
State Road 16 Green Cove to First Coast Expressway		FutureM19		-	-	-	-	-	-	-						0	0	47,520,000	47,520,000	Green Cove Springs to FCC
State Road 16 Shands Bridge to Green Cove Springs		FutureM20		-	-	-	-	-	-	-						0	0	5,000,000	5,000,000	Green Cove Springs to Shands Bridge
State Road 21 State Road 16 to County Road 215 (Turn Lanes)		FutureM21		-	-	-	-	-	-	-						0	0	16,335,000	16,335,000	S.R. 16 to C.R. 215
County Road 315 - State Road 16 to County Road 315B		FutureM22		-	-	-	-	-	-	-						0	0	27,586,921	27,586,921	S.R. 16 to C.R. 315B
HWY 17 Multi-Use Trail (Future)		FutureM23		-	-	-	-	-	-	-						0	0	960,000	960,000	Leonard C Taylor Pkwy toward Clay-Putname county line
County Road 220 Multi-Use Trail		FutureM24		-	-	-	-	-	-	-						0	0	497,195	497,195	HWY 17 to Brookstone Dr
Leonard C Taylor Multi-Use Trail		FutureM25		-	-	-	-	-	-	-						0	0	632,833	632,833	Rio Vista Cir to Susan Dr
Cecil to Old Jennings Rd.		FutureM26		-	-	-	-	-	-	-						0	0	2,601,435	2,601,435	Duval-Clay county line to Blanding Blvd.
Middleburg & West Clay Walking and Biking Projects		FutureM27		-	-	-	-	-	-	-						0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Orange Park, Lakeside & Fleming Island Walking and Biking Projects		FutureM28		-	-	-	-	-	-	-						0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Lake Asbury & Green Cove Springs Walking and Biking Projects		FutureM29		-	-	-	-	-	-	-						0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Keystone Heights & Southwest Clay Walking and Biking Projects		FutureM30		-	-	-	-	-	-	-						0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Branan Field & Oak Leaf Walking and Biking Projects		FutureM31		-	-	-	-	-	-	-						0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Subtotal - Impact Fee Fund\Mobility\APF Funds				90,000	1,637,349	580,420	29,318,144	5,860,455	0	3,500,000	3,000,000	400,000	7,000,000	3,000,000	0	39,259,019	52,659,019	389,061,088	406,807,810	

* Mobility projects divisions are each district. 6124=Middleburg & West Clay, 6125=Orange Park, Lakeside, Fleming Island, 6126=Lake Asbury & Green Cove Springs, 6127=Keystone Heights & South Clay

6128=Branan Field & Oak Leaf

39,259,019 52,659,019

Developer Funded Projects																				
Verbena Parkway - Proj #7	6126	PRJ100222C	312D		831,085		8,110,781									8,110,781	8,110,781		8,941,866	Developer project, reimbursed with mobility fees
NS3 and EW1 Proj #8	6126	PRJ100223	312D		920,128											0	0	8,281,154	9,201,282	Developer project, reimbursed with mobility fees

Exhibit C

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
Capital Funds Revenues

Revenue Sources	Workday Fund #	Object #	Funding Code	FY19-20 Actuals	FY20-21 Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	Five Year Project Total	Revenue Totals	Comments
Fund Level Revenues														
Interest Earnings - 2020 Bond Fund	FD3010	361000		355,021	192,657	283,209	2,270,311	2,543,638	484,415			6,558,762		Interest
Prior Year Carry Forward - 2020 Bond Fund	FD3010	399002		0	129,249,192	124,790,635	108,601,935	85,796,202	32,294,325	(4,761,436)				Spend down of Fund Balance
Clay County Utility Authority Project Contributions	FD3010	366000					1,501,558	82,212	3,778,718			5,362,488		
Florida Department of Transportation	FD3010	334400										-		
Subtotal - 2020 Bond Fund	FD3010	320		129,363,402	129,441,849	125,073,844	112,373,804	88,422,052	36,557,458	(4,761,436)	0			

Exhibit C

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE) - Expenditures															
Project Name	Workday Account #	Workday Fund #	Funding Code	FY19-20 Actuals	FY20-21 Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	Five Year Project Total		Total Project	Comments
Proj #1 CR218 - Pinetree Ln. to Cosmos Ave. 4Ln.	PRJ100147	FD3010	BP	23,294	1,407,322	2,047,155	598,755	3,590,923	10,886,417	0		15,076,095		18,553,866	Scheduled completion fall 2025.
Proj #1 CR218 - Pinetree Ln. to Cosmos Ave. 4Ln. (CCUA)	PRJ100147B	FD3010	BP						2,006,879			2,006,879		2,006,879	Scheduled completion fall 2025.
Proj #2 CR209 - Peters Creek south to US17 4Ln.	PRJ100196	FD3010	BP	13,599	437,017	1,134,062	2,333,595	11,017,203	7,091,506	0		18,108,709		22,026,982	Project is under construction.
Proj #2 CR209 - Peters Creek south to US17 4Ln. (FDOT)	PRJ100196B	FD3010	BP					1,000,770	739,399			1,740,169		1,740,169	Project is under construction.
Proj #3A CR209 - Peters Creek to Sandridge	PRJ100199	FD3010	BP	23,193	582,474	1,865,579	2,461,744	2,877,663	10,486,400	0		13,364,063		18,297,053	PH3A complete, PH3B complete in fall of 2025.
Proj #3B CR209 - Sandridge Intersection	PRJ100199B	FD3010	BP					0		0	0	0		0	
Proj #4 CR739B - Henley to west of CR209	PRJ100200	FD3010	BP	23,261	656,920	1,801,469	9,289,890	14,663,562	2,128,154	0		16,791,716		28,563,256	Scheduled for completion, spring 2025.
Proj #4 CR739B - Henley to west of CR209 (CCUA)	PRJ100200B	FD3010	BP						1,501,558	0		1,501,558		1,501,558	Scheduled for completion, spring 2025.
Proj #5 CR220 - Baxley Rd. to west of Henley Rd.	PRJ100201	FD3010	BP	14,033	462,882	978,568	1,708,007	244,200	841,284	0		1,085,484		4,248,974	Under environmental permit review - Army Corps of Engineers.
Proj #6A FCC from Maryland Ave. to US17	PRJ100202	FD3010	BP	13,735	325,503	932,556	2,109,331	2,952,968	741,109	0		3,694,077		7,075,202	Awaiting ROW acquisition and permitting .
Proj #6A FCC from Maryland Ave. to US17 (CCUA)	PRJ100202B	FD3010	BP							0		0		0	
Proj #6A FCC from Maryland Ave. to US17 (FDOT)	PRJ100202C	FD3010	BP						0	0		0		0	
Proj #6B FCC from SR23 to Maryland Ave.	PRJ100203	FD3010	BP	3,095	799,259	3,598,271	9,672,349	19,780,438	4,896,188	0		24,676,626		38,749,600	Scheduled for completion, summer 2025.
Subtotal - 2020 Bond Fund				114,210	1,407,322	12,357,660	28,173,671	56,127,727	41,318,894	0		97,446,621	0	142,763,538	Includes proceeds, CCUA, interest earned

Exhibit D

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
Capital Funds Revenues

Revenue Sources	Workday Fund #	Object #	Funding Code	FY19-20 Actuals	FY20-21 Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	Five Year Project Total	Revenue Totals	Comments
Fund Level Revenues														
Interest Earnings - 2024 Bond Fund	FD3025	361000						252,363	1,591,973	1,130,171	577,575			Interest
Prior Year Carry Forward - 2024 Bond Fund	FD3025	399002							63,678,903	45,206,846	23,103,005			Spend down of Fund Balance
Bond Proceeds - 2024 Bond Fund	FD3025	384100						65,000,000						
Subtotal - 2024 Bond Fund	FD3025				0	0	0	65,252,363	65,270,876	46,337,017	23,680,580			

Exhibit D

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE) - Expenditures															
Project Name	Workday Account #	Workday Fund #	Funding Code	FY19-20 Actuals	FY20-21 Actuals	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY23/24 - End Project Total		Total Project	Comments
Fire Station 24 - Virginia Village	PRJ100286								100,000	4,898,082	2,796,861			7,794,943	Under environmental evaluation; bid delayed up to 12 months.
Fire Station 20 - GCS	PRJ100190							1,201,384	8,842,937					10,044,321	Construction at 75%.
Fire Station 22 - Fleming Island	PRJ100357							236,595	3,900,000	5,750,500	2,758,583			12,645,678	At 90% IRC; Version 2 failed, requires resubmittal.
Fire Station 15 - Lake Asbury	PRJ100285								400,000	7,050,000	3,900,000			11,350,000	Awaiting land acquisition.
Fire Station 1 - Branan Field	PRJ100563							135,481	3,900,000	5,535,430	2,767,715			12,338,626	At 90% IRC; Version 2 failed, requires resubmittal.
Radio Tower - Sleepy Hollow	PRJ100756								2,921,093					2,921,093	Contract signed, PO issued.
														0	
														0	
														0	
														0	
														0	
														0	
														0	
Subtotal - 2024 Bond Fund				0	0	0	0	1,573,460	20,064,030	23,234,012	12,223,159	57,094,661	0	57,094,661	

Exhibit E

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
Capital Funds Revenues

Revenue Sources	Workday Fund #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
				1	2	3	4	5	6	7	8	9	10				
Solid Waste Fund	FD4000	-		45,437	1,150,000	6,820,000	4,600,000	5,400,000						18,015,437	18,015,437	18,015,437	Charges for Service
Building Fund	FD1028	-	2,334,912	347,900	12,001,038	-	-							12,348,938	12,348,938	14,683,850	Building Fees
Public Safety \$12.50 Surcharge Expenses	FD3000	463,527												0	0	463,527	
Atlantis Drive (CCUA Funding)	PRJ100198	0												0	0	0	CCUA paying \$1,108,792 (Paid Feb FY20-21), State paying \$2,065,000
Fairgrounds Sewer Improvements	PRJ100173				645,000									645,000	645,000	645,000	
Animal Services Building (Sponsorship)	PRJ100210A				1,000,000									1,000,000	1,000,000	1,000,000	Sponsorship CC
DEO Grant - NE Sports Complex	PRJ100304		200,000											0	0	200,000	
Aquarius Concourse (CCUA Funding)	PRJ100386	620,451	1,484,997											0	0	2,105,448	CCUA paid \$2,105,447 July 2022
Pickleball Courts (City of GCS Funding)	PRJ100356		15,000											0	0	15,000	City of GCS paid \$15,000 Sept 2023
Subtotal Funds		1,083,978	4,034,909	393,337	14,796,038	6,820,000	4,600,000	5,400,000						32,009,375		37,128,262	

Exhibit E

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE)																		
Project Name	Workday Account #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
Subtotal Other Projects - Capital Improvement Element (CIE)		0	0	0	0	0	0	0						0	0	0		

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028

Section II Non-Comprehensive Plan Capital Improvements																		
Project Name	Workday Account #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
ENVIRONMENTAL																		
Solid Waste Materials Recovery Facility Improvements	PRJ100292			45,437	3,652,053									3,697,490	3,697,490		3,697,490	In bid process. Engineering firm JEA providing quotes. Identifying property site. Project on hold.
Leachate System Improvements	PRJ100732				75,000									75,000	75,000		75,000	
Solid Waste Transfer Station	PRJ100742				150,000	1,000,000	4,600,000	5,400,000						11,150,000	11,150,000		11,150,000	
Solid Waste Class I and C&D Building Improvements	PRJ100743				1,000,000	5,820,000								6,820,000	6,820,000		6,820,000	
Subtotal Solid Waste Fund		0	0	45,437	4,877,053	6,820,000	4,600,000	5,400,000	0	0	0	0	0	21,742,490	21,742,490		21,742,490	
OTHER PROJECTS																		
Building Department Building	PRJ100387		2,334,912	347,900	12,001,038									12,348,938	12,348,938		14,683,850	Under construction, scheduled completion Jan. 2026. Project within scope. School sponsorship through Sponsorship CC PH1 completion scheduled for April 2025. Completed. Completed.
Fairgrounds Sewer Improvements	PRJ100173				645,000									645,000	645,000		645,000	
Animal Services Building (Sponsorship)	PRJ100210A				1,000,000									1,000,000	1,000,000		1,000,000	
DEO Grant - NE Sports Complex	PRJ100304		200,000											0	0		200,000	
Aquarius Concourse (CCUA Funding)	PRJ100386	650,000	1,455,448											0	0		2,105,448	
Pickleball Courts (City of GCS Funding)	PRJ100356		15,000											0	0		15,000	
Subtotal Other Projects		650,000	4,005,360	347,900	13,646,038	0	0	0						13,993,938	13,993,938		18,649,298	

Exhibit F

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2023/2024 through 2027/2028
Capital Funds Revenues

Revenue Sources	Fund #	Workday Fund #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Project Total	Revenue Totals	Comments
Project Specific Revenue					1	2	3	4	5	6	7	8	9	10				
DEO Grant - NE Sports Complex (PRJ304)	305	FD3003	1,414,969	1,585,031											0	0	3,000,000	Received \$1,000,000 FY21-22
State Appropriation - Regional Sports Complex Phase II (PRJ304)		FD3003				500,000									500,000	500,000	500,000	State Appropriation - Sport Complex Phase II
State Grant - FDACS Fairgrounds Project (PRJ302)	305	FD3003	27,403	126,069		756,528									756,528	756,528	910,000	FDACS State grant agreement amounts
Fairgrounds - FDACS Exhibit Hall Remodel (PRJ301)	6067A	FD3003	75,871	424,129											0	0	500,000	FDACS State grant agreement amounts. Completed
State Grant - SR23 Frontage Trail Ridge (PRJ347)	305	FD3003		269,374		966,882	1,763,744								2,730,626	2,730,626	3,000,000	LAP agreement expires June 30, 2027
State Grant - CR220 - SR21 (Blanding Blvd) to Henley (PRJ212)	305	FD3003		173,342	144,696	3,165,098	516,864								3,826,658	3,826,658	4,000,000	LAP agreement expires June 30, 2027
State Grant - Greenway Trail (Design) (PRJ365)	305	FD3003		282,808	89,249	127,943									217,192	217,192	500,000	Grant agreement for trail design
State Grant - Greenway Trail Construction (PRJ407)		FD3003				1,500,000									1,500,000	1,500,000	1,500,000	Grant agreement for construction
St. Grant (LAP) - CR220 West of Lakeshore Dr to Old Hard Rd (PRJ395)	305	FD3003			35,000										35,000	35,000	35,000	LAP agreement amounts
St. Grant (LAP) - CR220 Int. Impr. - Lakeshore Dr to Old Hard Rd (PRJ414)		FD3003				1,783,983									1,783,983	1,783,983	1,783,983	LAP agreement amounts. BCC approved 12/13/22
Moccasin Slough Tower, Classroom Boardwalk (PRJ391)	305	FD3003				1,700,000									1,700,000	1,700,000	1,700,000	\$200K (GR010142)and \$1.5M agreements/appropriations
State Financial Assistance for Jail Expansion Grant (PRJ331)		FD3003				1,000,000									1,000,000	1,000,000	1,000,000	Public Safety Grant tied with ARPA Health Dept Reno
Federal Grant (LAP) - CR220-Town Center Intersection (PRJ299)	305	FD3003		413,180											0	0	413,180	LAP agreement amounts
Federal Grant (LAP) - Sidewalk-CR218 Clay Elem. to Taylor Rd (PRJ330)	305	FD3003			437,421	353,376									790,797	790,797	790,797	LAP agreement amounts
Federal Grant - Ridaught Landing Drainage (PRJ293)	305	FD3003	14,925	3,603	-										0	0	18,528	Agreement = \$23,523, fund 131 reimb \$16,022.75
Federal Grant - Knight Box CR220 Drainage Improvements (PRJ294)	305	FD3003	35,336	67,535	-										0	0	102,871	Agreement = \$111,868, fund 131 reimb \$16,277.72
Federal Grant - Tumbleweed Dr Tanglewood Drainage Improve (PRJ295)	305	FD3003	14,562	26,545	-										0	0	41,107	FEMA agreement amounts
Federal Grant - Homestead Rd Drainage Improvements (PRJ296)	305	FD3003	8,825	15,113											0	0	23,938	FEMA agreement amounts, Expires 8/31/21
Federal Grant - Greenwood Drainage Improvements (PRJ297)	305	FD3003	17,946	85,851	-										0	0	103,797	Agreement = \$119,381, fund 131 reimb \$17,171.25
State Grant - Fire Station #15 (PRJ285)		FD3003					750,000								750,000	750,000	750,000	Grant agreement for construction
State Grant - Fire Station #20 (PRJ190)		FD3003				750,000									750,000	750,000	750,000	Grant agreement for construction
State Grant - Fire Station #24 (PRJ286)		FD3003					750,000								750,000	750,000	750,000	Grant agreement for construction
Federal Grant - FEMA - Fire Station #24 (PRJ286)		FD3003				2,577,935									2,577,935	2,577,935	2,577,935	Shands Pier FEMA for Fire Station 24 construction
State Grant - Substance Use Disorder Recovery Center (PRJ564)		FD3003				2,000,000	1,000,000								3,000,000	3,000,000	3,000,000	FL. Dept Children & Families Expires June 30, 2028.
State Grant - Clay County Regional Sports Complex (PRJ304B)		FD3003			667,901	332,099									1,000,000	1,000,000	1,000,000	Grant agreement for construction
Turn Lanes - Regional Sports Complex (PRJ469)		FD3003		1,486,382											0	0	1,486,382	Grant agreement for design and construction
State Grant - Clay County Greenways Expansion (PRJ560)		FD3003				1,000,000									1,000,000	1,000,000	1,000,000	Grant agreement for construction
Spencer Industrial Complex (PRJ561)		FD3003			174,231	2,336,240	1,052,029								3,562,500	3,562,500	3,562,500	Design/Construction FY23-24. Grant pays \$4.75 mil. County pays 25%
Petco Love Animal Welfare Organizations (AWO) (PRJ210)		FD3003		50,000		50,000									50,000	50,000	100,000	Received Contribution \$50,000 in May FY22-23
State Appropriation - Oakleaf Library (PRJ526)		FD3003				750,000									750,000	750,000	750,000	State Appropriation - Oakleaf Library Design
Federal Grant-Indigo Branch (PRJ450)		FD3003				206,034									206,034	206,034	206,034	Hazard Mitigation Grant Program (90%)
State Grant (LAP) - CR220 (Henley Rd to Knight Boxx) (PRJ171)		FD3003				9,779,412	6,497,174								16,276,586	16,276,586	16,276,586	LAP Agreement amounts. Exp. 12/31/2027
State Grant (LAP) - SR15 (US17) (CR315 to CR209) (PRJ196)		FD3003				1,740,169									1,740,169	1,740,169	1,740,169	LAP Ageement expires Dec 31, 2027
State Grant - SUNTrail Long Bay-Old Jennings to Live Oak Lane (PRJ653)		FD3003				600,000	6,500,000	7,000,000	2,951,455						17,051,455	17,051,455	17,051,455	FDOT Agreement for Florida Shared-Use Nonmotorized Trail
Subtotal - Grants	305	FD3003	1,609,837	5,008,962	1,548,498	33,975,699	18,829,811	7,000,000	2,951,455	0	0	0	0	0	64,305,463	64,305,463	70,924,262	Grants agreement for consunruction

Exhibit F

TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028																			
Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE)																			
Project Name	Division #	Workday Account #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget						Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project	Comments
SR23 Frontage Trail Ridge	6096A	PRJ100347	1,805	265,134	65,350	966,882	1,700,829								2,733,061	2,733,061		3,000,000	LAP agreement expires June 30, 2027
CR220 - SR21(Blanding Blvd) to Henley (Quad West)	6115	PRJ100212		80,206	66,756	3,165,098	687,940								3,919,794	3,919,794		4,000,000	Carryover to completion, State paying \$4,000,000
CR220 (Henley Rd to Knight Boxx)		PRJ100171				9,779,412	6,497,174								16,276,586	16,276,586		16,276,586	LAP agreement
Subtotal - Grants - Capital Improvement Element (CIE)			1,805	345,340	132,106	13,911,392	8,885,943	0	0	0	0	0	0	0	22,929,441	22,929,441		23,276,586	
TABLE 2 - Summary Report Fiscal Years 2023/2024 through 2027/2028																			
Section II Non-Comprehensive Plan Capital Improvements																			
Project Name	Division #	Workday Account #	FY21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget						Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project	Comments
DEO Grant - NE Sports Complex	6120A	PRJ100304	1,414,969	1,585,031											0	0		3,000,000	PH1 completion scheduled for April 2025.
State Appropriation - Regional Sports Complex Phase II (PRJ304)		PRJ100304C				500,000									500,000	500,000		500,000	GR010175 State Appropriation - Sport Complex Phase II
Fairgrounds - FDACS Livestock Pavilion Infrastr	6067B	PRJ100302	27,403	126,029		756,568									756,568	756,568		910,000	Out for bid.
Fairgrounds - FDACS Exhibit Hall Remodel	6067A	PRJ100301	75,871	424,129											0	0		500,000	Completed.
Greenway Trail-Jennings Park (Design)	6159	PRJ100365		282,808	89,429	127,763									217,192	217,192		500,000	In bid process.
Greenway Trail Construction		PRJ100407				1,500,000									1,500,000	1,500,000		1,500,000	In bid process.
Moccasin Slough Tower, Boardwalk		PRJ100391				200,000	1,500,000								1,700,000	1,700,000		1,700,000	\$200K and \$1.5M agreements/appropriations
CR220 West of Lakeshore Drive to Old Hard Road		PRJ100395				35,000									35,000	35,000		35,000	Completed.
CR220 Int. Impr. - Lakeshore Drive to Old Hard Road		PRJ100414				1,783,983									1,783,983	1,783,983		1,783,983	Construction begins early Jan. 2025.
Sidewalk - Doctors Inlet Elementary School	Prop	PRJ100608													0	0		0	Completed.
CR220 - Town Center Intersection	6117A	PRJ100299		413,180											0	0		413,180	Completed.
Sidewalk - CR218-Clay Hill Elem to Taylor Rd.	6116A	PRJ100330			818,664	0									818,664	818,664		818,664	Grants has submitted for final reimbursement.
Ridaught Landing Drainage Improvements	6092A	PRJ100293	14,925	3,603											0	0		18,528	Completed.
Knight Boxx & CR220 Drainage Improvements	6092C	PRJ100294	35,336	67,535											0	0		102,871	Grants has in grant closeout process.
Tumbleweed Dr.-Tanglewood Village Drainage	6092D	PRJ100295	14,562	26,545											0	0		41,107	Grants has in grant closeout process.
Homestead Rd Drainage - Tanglewood	6092E	PRJ100296	8,825	15,113											0	0		23,938	Grants has in grant closeout process.
Greenwood Drainage Improvements	6092F	PRJ100297	17,946	85,851											0	0		103,797	Grants has in grant closeout process.
Fairgrounds Sewer Improvements	6067	PRJ100173	0												0	0		0	Project within scope.
State Financial Assistance for Jail Expansion		PRJ100331				1,000,000									1,000,000	1,000,000		1,000,000	Department engaged with architect for design.
Fire Station #15 (State Appropriation)		PRJ100285					750,000								750,000	750,000		750,000	Awaiting land acquisition.
Fire Station #20 (State Appropriation)		PRJ100190				750,000									750,000	750,000		750,000	Construction at 50%.
Fire Station #24 (State Appropriation)		PRJ100286					750,000								750,000	750,000		750,000	Under environmental evaluation; bid delayed up to 12 months.
Fire Station #24 (FEMA)		PRJ100286A				2,577,935									2,577,935	2,577,935		2,577,935	Under environmental evaluation; bid delayed up to 12 months.
Substance Use Disorder Recovery Center		PRJ100564				2,000,000	1,000,000								3,000,000	3,000,000		3,000,000	Project within scope.
Clay County Regional Sports Complex		PRJ100304B			667,901	332,099									1,000,000	1,000,000		1,000,000	GR010127 PH1 completion scheduled for April 2025.
Turn Lanes - Regional Sports Complexes		PRJ100469			1,450,229										1,450,229	1,450,229		1,450,229	Completed.
Oakleaf Library		PRJ100526A				750,000									750,000	750,000		750,000	Awaiting land acquisition, site plans and design.
Clay County Greenways Expansion		PRJ100560				1,000,000									1,000,000	1,000,000		1,000,000	In bid process.
Spencer Industrial Complex		PRJ100561			174,231	2,336,240	1,052,029								3,562,500	3,562,500		3,562,500	100% Engineer estimate = \$7,130,323. To bid Jan 2025.
Petco Love Animal Welfare Organizations (AWO)		PRJ100210		50,000	0	50,000									50,000	50,000		100,000	added to PRJ100210 Design. Construction contract signed.
Indigo Branch (HMPG)		PRJ100450			90,864	115,170									206,034	206,034		206,034	Dept in design review. Needs contract extension.
SUNTrail Long Bay-Old Jennings to Live Oak Lane		PRJ100653				600,000	6,500,000	7,000,000	2,951,455						17,051,455	17,051,455		17,051,455	Ageement to BoCC Jan 2025. FDOT agreement exp. 6/30/26.
Subtotal - Grants - Non-Comprehensive Capital Improvements			1,609,837	3,079,824	3,291,318	16,414,758	11,552,029	7,000,000	2,951,455	0	0	0	0	0	41,209,560	41,209,560		45,899,221	

Exhibit F

American Rescue Plan Act (ARPA) Spending Plan
EXPENDITURES FY21-22 THROUGH FY24-25

American Rescue Plan Revenues									
Revenue Sources	ARPA Code	Workday Account #	Fund #	FY21-22 Audited Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget		Comments
Subtotal American Rescue Plan Fund			FD1054	42,500,000	37,574,795	24,557,635	7,731,144	0	Fund Balance Adjustments
Interest Earning - American Rescue Plan Fund				82,229	1,494,162	957,407			
Subtotal - American Rescue Plan Fund				42,582,229	39,068,957	25,515,042	7,731,144		
American Rescue Plan Expenditures									
Project Name	ARPA Code	Workday Account #	Fund #	FY 21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	Total Project	Comments
Constitutional Requests	ARPA12	ARPA12	FD1054		79,802			79,802	Project Complete
Clerk's Office - Workday	ARPA13	ARPA13	FD1054	656,889	468,258			1,125,147	Project Complete
Clerk's Office - VPN	ARPA15	ARPA15	FD1054					0	
Clerk's Office - Ipad's for Check In	ARPA21	ARPA21	FD1054					0	
Clerk's Office - Laptops and Cameras	ARPA22	ARPA22	FD1054					0	Waiting on quotes
Community Programs - SBDC until 2024	ARPA28	ARPA28	FD1054	150,000				150,000	Fully executed.
Community Programs - Workforce Housing Subsidy	ARPA29	ARPA29	FD1054	600,000	80,000			680,000	Fully executed. Urban Land Institute
Timberline Drive	ARPA35	ARPA35	FD1054					0	
Robert Paine Street and William Ellery Street	ARPA36	ARPA36	FD1054					0	
Silverado Stormwater Improvements	ARPA37	ARPA37	FD1054					0	
Laurel Drive Stormwater Improvements	ARPA38	ARPA38	FD1054					0	
CR220 (Henley Rd to Knight Boxx)	PRJ100171A	PRJ100171A	FD1054				3,102,637	3,102,637	Final Completion no later than Aug 13, 2026.
Fire Station 20 Green Cove Springs	PRJ100190A	PRJ100190	FD1054			1,000,000		1,000,000	Construction at 50%.
Proj #3B CR209 - Sandridge Intersection	PRJ100199A	PRJ100199	FD1054			1,847,999		1,847,999	PH3A complete, PH3B complete in fall of 2025.
DEO Grant - NE Sports Complex	PRJ100304A	PRJ100304	FD1054		1,977,442	1,099,291	22,520	3,099,253	PH1 completion scheduled for April 2025.
Purchase Of Rescue Units	PRJ100319	PRJ100319	FD1054		1,165,060			1,165,060	Near completion Dec 2024; balance early 2025.
Pediatric Simulator ARPA projects (M&E Cap)	PRJ100319A	PRJ100319	FD1054			9,739		9,739	Near completion Dec 2024; balance early 2025.
Keystone Lakes Projects	PRJ100319B	PRJ100319	FD1054					0	
Courthouse Camera and Security	PRJ100319C	PRJ100319	FD1054		814,576	444,765	6,234	1,265,575	Near completion Dec 2024; balance early 2025.
Administrative Expenses/Rentals-Leases	PRJ100319D	PRJ100319	FD1054	279,693	363,550	21,271		664,514	Near completion Dec 2024; balance early 2025.
Smart North Florida	PRJ100319E	PRJ100319	FD1054		130,780		15,000	145,780	Near completion Dec 2024; balance early 2025.
Jail Improvements/Conversion	PRJ100331	PRJ100331	FD1054	248,400	19,310	821,948		1,089,658	To be completed with CIP dollars
Countywide Storm Water Improvements	PRJ100332	PRJ100332	FD1054			-		0	Distributing to drainage
Drainage - Hagans Court	PRJ100332A		FD1054		62,088			62,088	Completed.
Drainage - Hibernia Forest Drive	PRJ100332B		FD1054		106,035			106,035	Completed.
Drainage - Live Oak Lane	PRJ100332C		FD1054		77,022			77,022	Completed.
Drainage - Honeysuckle Circle	PRJ100332D		FD1054		105,830			105,830	Completed.
Drainage - Morningside at Aletha	PRJ100332E	PRJ100332	FD1054		58,387			58,387	Completed.
Broadband Project	PRJ100333	PRJ100333	FD1054	1,000,000		1,000,000		2,000,000	Completed.
Health Department Renovation	PRJ100334	PRJ100334	FD1054	102,005	3,214,851	2,760,237		6,077,093	Awaiting warranty.
Refund County Based Health Plan	PRJ100336	PRJ100336	FD1054	1,954,907	534,607			2,489,514	Completed.
Neptune Park - Phase II - Multipurpose Fields	PRJ100355A	PRJ100355	FD1054				77,402	77,402	Awaiting permit; scheduled completion 2025.
Storm Water/Infrastructure Study	PRJ100368	PRJ100368	FD1054	15,540	196,047	662,563	404,509	1,278,659	Awaiting deliverables.

CR220 Int. Impr. - Lakeshore Drive to Old Hard Road	PRJ100414A	PRJ100414	FD1054				1,049,276	1,049,276	Construction begins early Jan. 2025.
Park - Twin Lakes Pickleball	PRJ100419	PRJ100419	FD1054		159,022			159,022	Completed.
Park - Island Forest Playground	PRJ100420	PRJ100420	FD1054			47,728		47,728	Awaiting warranty.
Park - WE Varnes - Playground	PRJ100421	PRJ100421	FD1054			118,828		118,828	Completed.
Indigo Branch Drainage	PRJ100369	PRJ100369	FD1054					0	
Pine Ridge Project	PRJ100370	PRJ100370	FD1054		665,871			665,871	Completed.
American Rescue Plan Expenditures									
Project Name	ARPA Code	Workday Account #	Fund #	FY 21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	Total Project	Comments
Park - WE Varnes - Pickleball	PRJ100422	PRJ100422	FD1054		174,422			174,422	Completed.
Park - Walter Odum Park Drainage Improvements	PRJ100423	PRJ100423	FD1054			1,034,260	341,835	1,376,095	Scheduled completion Jan 2025.
Park - Eagle Harbor Drainage Improvements	PRJ100424	PRJ100424	FD1054				509,950	509,950	Awaiting permits - SOP or MS4 (constraints)
Park - Carl Pugh Drainage Improvements	PRJ100425	PRJ100425	FD1054					0	Project closed.
Park - Ronnie Van Zant Erosion Control & Stabilization	PRJ100426	PRJ100426	FD1054			583,840		583,840	Awaiting warranty.
Park - Ronnie Van Zant Dock Replacement	PRJ100427	PRJ100427	FD1054					0	Project closed.
Storm Water Improvements-Grove Park Dr E & Grove Park Lane	PRJ100428	PRJ100428	FD1054		484,595			484,595	Completed.
Habitat Drainage	PRJ100429	PRJ100429	FD1054		85,925			85,925	Completed.
Care Connect Information Network	PRJ100430	PRJ100430	FD1054		50,000	50,000		100,000	Completed.
Drainage - Botany Street	PRJ100431	PRJ100431	FD1054		162,739			162,739	Completed.
Community Programs	PRJ100432	PRJ100432	FD1054		207,142	501,866	78,296	787,304	Not getting contract extensions.
Drainage - Olde Sutton Parke Drive	PRJ100434	PRJ100434	FD1054		111,520			111,520	Completed.
Drainage - Scorpio Lane	PRJ100435	PRJ100435	FD1054		181,016			181,016	Completed.
Drainage - Morningside Drive and Acorn Manor	PRJ100436	PRJ100436	FD1054		75,909			75,909	Completed.
Drainage - Henley Road	PRJ100437	PRJ100437	FD1054		454,178			454,178	Completed.
Drainage - Oak Drive South	PRJ100438	PRJ100438	FD1054		183,654			183,654	Completed.
Drainage - Industrial Loop	PRJ100439	PRJ100439	FD1054		317,525			317,525	Completed.
Network Infrastructure Replacement	PRJ100441	PRJ100441	FD1054		191,899	292,671	165,151	649,721	Cyber Security Enhancements
Drainage - Acorn Chase Drive	PRJ100442	PRJ100442	FD1054		178,093			178,093	Completed.
CCSO Jail Air Handlers Replacement	PRJ100443	PRJ100443	FD1054		321,833	375,835		697,668	Completed.
Mental Health Counselor	PRJ100446	PRJ100446	FD1054		52,673			52,673	Completed.
Filmore Street Drainage Improvements	PRJ100448	PRJ100448	FD1054		305,449			305,449	Completed.
Clerk's Office - Office 365	PRJ100451	PRJ100451	FD1054		80,309			80,309	Completed.
Physical Security Enhancements	PRJ100452	PRJ100452	FD1054		53,500	81,656		135,156	Completed.
Drainage - 620 Arthur Moore Drive	PRJ100453	PRJ100453	FD1054		133,624			133,624	Completed.
Clerk's Office - Network Switches	PRJ100454	PRJ100454	FD1054		289,855	18,890		308,745	Completed.
Drainage - Kiowa Avenue	PRJ100455	PRJ100455	FD1054		82	192,870		192,952	Completed.
Drainage - Mesquite Avenue	PRJ100456	PRJ100456	FD1054		82	354,960		355,042	Completed.
Drainage - Tanglewood Boulevard (ARPA)	PRJ100457	PRJ100457	FD1054		82	188,439		188,521	Completed.
Acorn Chase Lining Improvements	PRJ100461	PRJ100461	FD1054			117,565		117,565	Completed.
Harbor Island DR and Starboard Ct Stormwater Improvements	PRJ100462	PRJ100462	FD1054			607,935		607,935	Completed.
Panda Ave Stormwater Improvements	PRJ100463	PRJ100463	FD1054		85,773	256,501		342,274	Completed.
Multi Factor Authentication Implementation	PRJ100464	PRJ100464	FD1054		4,193	33,031	74,113	111,337	Scheduled completion end of Jan 2025.
Clerk's Office - Server Room UPS	PRJ100467	PRJ100467	FD1054		46,711			46,711	Completed.
Video Storage and Camera System Upgrades	PRJ100484	PRJ100484	FD1054			316,512	39,233	355,745	Scheduled completion during 2025.
Firewatch	PRJ100518	PRJ100518	FD1054				20,000	20,000	Scheduled completion during 2025.
Way Free Clinic - Mobile Medical	PRJ100567	PRJ100567	FD1054			62,109	71,360	133,469	Waiting on trailer and wrapping.
Clay County Development Authority (CCDA) College Drive Property	PRJ100584	PRJ100584	FD1054			0		0	Moved to way free
Studio Setup at EOC	PRJ100585	PRJ100585	FD1054			22,457		22,457	Completed.
Crosswalk at Thunderbolt School - 4 way stop	PRJ100586	PRJ100586	FD1054			26,969		26,969	Completed.

Fire Station 15 (partial property)	PRJ100587	PRJ100587	FD1054					0	
Library on the Go	PRJ100588	PRJ100588	FD1054					0	
Park on the Go	PRJ100589	PRJ100589	FD1054					0	
Williams Park Boat Ramp	PRJ100590	PRJ100590	FD1054					0	Project canceled.
Veterans Park (Feasibility Study and Site Plan)	PRJ100591	PRJ100591	FD1054			85,000		85,000	Completed.
Septic to Sewer Plan - County Wide	PRJ100592	PRJ100592	FD1054			134,562	165,439	300,001	Awaiting deliverables.
Drainage - Silverado Circle	PRJ100596	PRJ100596	FD1054			147,624		147,624	Completed.
Drainage - Sandy Hollow	PRJ100618	PRJ100618	FD1054			574,457		574,457	Completed.
Way Free Clinic	PRJ100630	PRJ100630	FD1054			256,311		256,311	Completed.
Apopka Drive Stormwater Improvements	PRJ100644	PRJ100644	FD1054			121,782		121,782	Completed.
Clerk's Office - Email Security Upgrade	PRJ100655	PRJ100655	FD1054			37,266		37,266	Completed.
Clerk's Office - Cohesity Backup	PRJ100656	PRJ100656	FD1054			157,065		157,065	Completed.
Clerk's Office - Fortinet AP Co-term	PRJ100657	PRJ100657	FD1054			5,939		5,939	Completed.
American Rescue Plan Expenditures									
Project Name	ARPA Code	Workday Account #	Fund #	FY 21-22 Actuals	FY22-23 Audited Actuals	FY23-24 Unaudited Actuals	FY24-25 Proposed Budget	Total Project	Comments
Henley Road Drainage - ARPA	PRJ100658	PRJ100658	FD1054			159,762		159,762	Completed.
Richards Road-part of Indigo Branch	PRJ100725	PRJ100725	FD1054			459,770	4,994	464,764	Completed.
Clerk's Office - HR Program	PRJ100728	PRJ100728	FD1054					0	Project canceled.
Drainage - Robert Paine Street	PRJ100735	PRJ100735	FD1054			140,739		140,739	Completed.
Clerk's Office - Scanning Project	PRJ100746	PRJ100746	FD1054			183,000		183,000	Completed. Last invoice being processed.
Drainage - Aquarius Concourse and Centura Dr Intersection	PRJ100747	PRJ100747	FD1054			97,127		97,127	Completed.
Drainage - Gay Road	PRJ100748	PRJ100748	FD1054			270,759	1,889	272,648	Completed.
Drainage - Richard Lee Street	PRJ100771A	PRJ100771	FD1054				801,096	801,096	Under construction.
Drainage - Robin Road	PRJ100772A	PRJ100772	FD1054				182,187	182,187	Under construction.
Drainage - Laurel Drive	PRJ100773A	PRJ100773	FD1054				223,524	223,524	Under construction.
Drainage - Timberline	PRJ100774A	PRJ100774	FD1054					0	Under construction.
Moody Ave. Emergency Repair	PRJ100790	PRJ100790	FD1054					0	Completed.
Drainage - Breckenridge Drive	PRJ100799	PRJ100799	FD1054				28,466	28,466	Under construction.
Drainage - Marquis Drive	PRJ100798	PRJ100798	FD1054				86,698	86,698	Under construction.
Drainage - Loch Rane Boulevard	PRJ100801	PRJ100801	FD1054					0	Under construction.
Drainage - Halperns Way	PRJ100811	PRJ100801	FD1054				62,972	62,972	
Drainage - Capella Road	PRJ100812	PRJ100801	FD1054				196,363	196,363	
GRAND TOTAL				5,007,434	14,511,321	17,783,898	7,731,144	45,033,797	

ATTACHMENT A

Budget Amendment: FY24-25 - Clay County Annual Operational Budget on 04/22/2025 : Amendment-00001709

Description **Adjusts CIP budgets and operating budgets including adjusting revenue and expenditures to update on a quarterly basis.**

Period	*Ledger Account/Summary	*Fund	*Cost Center	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo
FY24-25 Year (FY 24-25 Budget)	322900:Permits - Other	FD1000 General Fund	CC1106 Management Information Systems Department		Permits - Other (322900)		\$0.00	\$4,000.00	Provides budget to recognize permit revenue.
FY24-25 Year (FY 24-25 Budget)	341100:General Government Not Court Related	FD1000 General Fund	CC1119 Purchasing		Administrative Fees (341300)		\$0.00	\$9,000.00	Provides budget to recognize administrative fees.
FY24-25 Year (FY 24-25 Budget)	523000:Insurance Payments	FD1000 General Fund	CC1122 Tax Collector	Health Insurance (523000)			\$1,000,000.00	\$0.00	Adjustment to bring budget to proper amount.
FY24-25 Year (FY 24-25 Budget)	562000:Buildings - Expense	FD1000 General Fund	CC1150 Building Maintenance	Buildings (562000)		Project: PRJ100474 Tax Collector Office - Orange Park	\$0.00	\$1,342,596.00	Adjustment provides proper budget for project bid.
FY24-25 Year (FY 24-25 Budget)	581000:Grants and Aids	FD1000 General Fund	CC1165 Economic Development	Economic Development Incentive (583200)		Project: PRJ100741 IKO Mobility Fee Mitigation	\$0.00	\$340,462.00	Moving budget to transfer to Middleburg-Clay Hill Mobility Fund 3009
FY24-25 Year (FY 24-25 Budget)	562000:Buildings - Expense	FD1000 General Fund	CC1190 Libraries Administration	Buildings (562000)		Project: PRJ100526 Oakleaf Library	\$0.00	\$85,000.00	Project fully moved to the CIP fund.
FY24-25 Year (FY 24-25 Budget)	552000:Operating Supplies	FD1000 General Fund	CC1206 Fleet / Fuel Management	Fuels and Lubricants (552032)			\$4,700.00	\$0.00	Replenishes budget transferred to complete GCS fuel canopy project.
FY24-25 Year (FY 24-25 Budget)	343000:Physical Environment	FD1000 General Fund	CC1220 Interlocal Agreements		JEA Water Utility Charge (343302)		\$0.00	\$4,621.00	Recognizes additional revenue from JEA water agreement.
FY24-25 Year (FY 24-25 Budget)	366000:Contributions - Private Sources And Donations	FD1000 General Fund	CC1233 All Grants Organization		Contributions/Donations (366000)	Grant: GR010184 Florida Talks - 2 Project: PRJ100791 Florida Talks Grant	\$0.00	\$900.00	Florida Talks 2 grant revenue from Florida Humanities per agreement.
FY24-25 Year (FY 24-25 Budget)	366000:Contributions - Private Sources And Donations	FD1000 General Fund	CC1233 All Grants Organization		Contributions/Donations (366000)	Grant: GR010186 Bissell Pet Foundation - Empty the Shelters Project: PRJ100823 Bissell Pet Foundation - Empty the Shelters	\$0.00	\$1,100.00	Per grant agreement with Bissell Pet Foundation.
FY24-25 Year (FY 24-25 Budget)	366000:Contributions - Private Sources And Donations	FD1000 General Fund	CC1233 All Grants Organization		Contributions/Donations (366000)	Grant: GR010188 2025 Kia Pet Adoption Grant Project: PRJ100824 2025 KIA Pet Adoption Grant	\$0.00	\$1,000.00	Per grant agreement with 2025 KIA Petfinder Foundation.
FY24-25 Year (FY 24-25 Budget)	331200:Federal Grant - Public Safety	FD1000 General Fund	CC1233 All Grants Organization		Federal Grants - Public Safety (331200)	Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$0.00	\$181,538.00	Per grant agreement with SAMHSA carrying over unspent funds.
FY24-25 Year (FY 24-25 Budget)	564200:Machinery and Equipment - Non-Capitalized	FD1000 General Fund	CC1233 All Grants Organization	Machinery and Equipment - Non-Capitalized (564200)		Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$14,280.00	\$0.00	Per grant agreement with SAMHSA carrying over unspent funds.
FY24-25 Year (FY 24-25 Budget)	552000:Operating Supplies	FD1000 General Fund	CC1233 All Grants Organization	Operating Supplies (552000)		Grant: GR010188 2025 Kia Pet Adoption Grant Project: PRJ100824 2025 KIA Pet Adoption Grant	\$1,000.00	\$0.00	Per grant agreement with 2025 KIA Petfinder Foundation.
FY24-25 Year (FY 24-25 Budget)	552000:Operating Supplies	FD1000 General Fund	CC1233 All Grants Organization	Operating Supplies (552000)		Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$159,800.00	\$0.00	Per grant agreement with SAMHSA carrying over unspent funds.
FY24-25 Year (FY 24-25 Budget)	552000:Operating Supplies	FD1000 General Fund	CC1233 All Grants Organization	Operating Supplies (552000)		Grant: GR010186 Bissell Pet Foundation - Empty the Shelters Project: PRJ100823 Bissell Pet Foundation - Empty the Shelters	\$1,100.00	\$0.00	Per grant agreement with Bissell Pet Foundation.

Period	*Ledger Account/Summary	*Fund	*Cost Center	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo
FY24-25 Year (FY 24-25 Budget)	548000:Promotional Activities	FD1000 General Fund	CC1233 All Grants Organization	Promotional Activities (548000)		Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$7,458.00	\$0.00	Per grant agreement with SAMHSA carrying over unspent funds.
FY24-25 Year (FY 24-25 Budget)	366000:Contributions - Private Sources And Donations	FD1000 General Fund	CC1248 Camp Chowenwaw		Contributions/Donations (366000)	Project: PRJ100739 Parks and Recreation Donations	\$0.00	\$250.00	Provides budget to recognize additional revenue from donations.
FY24-25 Year (FY 24-25 Budget)	347000:Culture/Recreation	FD1000 General Fund	CC1250 Gun Range		Annual Membership - Clay County Non-Resident, Retired Law Enforcement, Active Duty Military, Veteran (347280)		\$0.00	\$2,250.00	Provides budget to recognize membership fees.
FY24-25 Year (FY 24-25 Budget)	347000:Culture/Recreation	FD1000 General Fund	CC1250 Gun Range		Daily – Retired Law Enforcement, Active Duty Military, Veteran (347240)		\$0.00	\$5,000.00	Provides additional budget to recognize revenue from membership fees.
FY24-25 Year (FY 24-25 Budget)	369900:Miscellaneous Revenues	FD1000 General Fund	CC1250 Gun Range		Other Miscellaneous Revenues (369900)		\$0.00	\$50.00	Provides budget to recognize miscellaneous revenue.
FY24-25 Year (FY 24-25 Budget)	362000:Rents And Royalties	FD1000 General Fund	CC1250 Gun Range		Rents And Royalties (362000)		\$0.00	\$1,000.00	Provides budget to recognize rents & royalties revenue.
FY24-25 Year (FY 24-25 Budget)	369900:Miscellaneous Revenues	FD1000 General Fund	CC1251 Fairgrounds		Other Miscellaneous Revenues (369900)		\$0.00	\$100.00	Provides budget to recognize miscellaneous revenue.
FY24-25 Year (FY 24-25 Budget)	335100:State Shared Revenues - General Government	FD1000 General Fund	CC1257 Fund Level Activity		Alcoholic Beverage License (335150)		\$0.00	\$10,000.00	Provides additional budget to recognize revenue from alcoholic beverages licenses.
FY24-25 Year (FY 24-25 Budget)	369900:Miscellaneous Revenues	FD1000 General Fund	CC1257 Fund Level Activity		Other Miscellaneous Revenues (369900)		\$0.00	\$39,744.00	Provides budget to recognize additional miscellaneous revenue.
FY24-25 Year (FY 24-25 Budget)	341500:County Officer Fees Remitted To The County	FD1000 General Fund	CC1257 Fund Level Activity		Records Copies (341522)		\$0.00	\$130.00	Provides budget to recognize records copies revenue.
FY24-25 Year (FY 24-25 Budget)	366000:Contributions - Private Sources And Donations	FD1000 General Fund	CC1289 Sponsorship		Contributions/Donations (366000)		\$2,750.00	\$0.00	Moves budget to have the Baby Bookworm project tag.
FY24-25 Year (FY 24-25 Budget)	366000:Contributions - Private Sources And Donations	FD1000 General Fund	CC1289 Sponsorship		Contributions/Donations (366000)	Project: PRJ100787 Baby Bookworms Sponsorship - Carlton Foundation for Kids Inc.	\$0.00	\$2,750.00	Recognizes additional contribution for Baby Bookworm project.
FY24-25 Year (FY 24-25 Budget)	591900:Transfers To	FD1000 General Fund	CC9998 All Transfer Roll Up	Transfer to Impact Fees District 2 (591303)			\$0.00	\$20,952.00	Provides budget for impact fee subsidies.
FY24-25 Year (FY 24-25 Budget)	591900:Transfers To	FD1000 General Fund	CC9998 All Transfer Roll Up	Transfer to Impact Fees District 3 Fund 304 (591304)			\$80,495.00	\$0.00	Provides budget for impact fee subsidies.
FY24-25 Year (FY 24-25 Budget)	591900:Transfers To	FD1000 General Fund	CC9998 All Transfer Roll Up	Transfer to Mobility - Middleburg - West Clay Fund (591309)			\$340,462.00	\$0.00	Provides budget for impact fee credit subsidies.
FY24-25 Year (FY 24-25 Budget)	591900:Transfers To	FD1000 General Fund	CC9998 All Transfer Roll Up	Transfer to Mobility - Orange Park – Lakeside - Fleming Island Fund (591311)			\$26,817.00	\$0.00	Provides budget for impact fee subsidies.
FY24-25 Year (FY 24-25 Budget)	591900:Transfers To	FD1000 General Fund	CC9998 All Transfer Roll Up	Transfer to Mobility Fund – Branan Field -Oakleaf (591314)			\$23,918.00	\$0.00	Provides budget for impact fee subsidies.
FY24-25 Year (FY 24-25 Budget)	599200:Reserve - Cash Balance	FD1000 General Fund	CC9999 All Reserve Roll Up	Reserve - Cash Balance (599200)			\$389,663.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$2,052,443.00	\$2,052,443.00	
FY24-25 Year (FY 24-25 Budget)	335400:State Shared Revenues - Transportation	FD1001 Transportation Trust Fund	CC1205 Traffic Division		State Revenue Sharing - Other Transportation (335480)		\$0.00	\$231,028.00	Addition of expected revenue for streetlight maintenance per agreement with State.
FY24-25 Year (FY 24-25 Budget)	331400:Federal Grant - Transportation	FD1001 Transportation Trust Fund	CC1233 All Grants Organization		Federal Grants - Transportation (331400)	Grant: GR010176 Evergreen Lane - Construction & CEI Project: PRJ100413 Pedestrian Improvements on Evergreen Lane	\$1,487.00	\$0.00	Award reduced due to under utilized funding.

Period	*Ledger Account/Summary	*Fund	*Cost Center	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD1001 Transportation Trust Fund	CC1233 All Grants Organization	Infrastructure (563000)		Grant: GR010176 Evergreen Lane - Construction & CEI Project: PRJ100413 Pedestrian Improvements on Evergreen Lane	\$0.00	\$1,487.00	Award reduced due to under utilized funding.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD1001 Transportation Trust Fund	CC1233 All Grants Organization	Infrastructure (563000)		Grant: GR010099 LAP Agreement - Design of Pedestrian improvements on Evergreen Lane Project: PRJ100413 Pedestrian Improvements on Evergreen Lane	\$0.00	\$2,119.00	Grant audit concluded this budget amount be reduced to align with reimbursement.
FY24-25 Year (FY 24-25 Budget)	599100:Reserve - Contingency	FD1001 Transportation Trust Fund	CC9999 All Reserve Roll Up	Reserve - Contingency (599100)			\$233,147.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$234,634.00	\$234,634.00	
FY24-25 Year (FY 24-25 Budget)	549000:Other Current Charges	FD1002 Sheriff - Countywide Fund	CC1211 Sheriff	Expense Other Than Salaries - Constitutional Officers (549900)			\$167,383.00	\$0.00	Carryover from FY23-24 budget.
FY24-25 Year (FY 24-25 Budget)	342900:Service Charge - Other Public Safety Charges and Fees	FD1002 Sheriff - Countywide Fund	CC1215 Detention		Off Duty Officer (342901)		\$43,000.00	\$0.00	Adjusts budget to reflect revised projections.
FY24-25 Year (FY 24-25 Budget)	549000:Other Current Charges	FD1002 Sheriff - Countywide Fund	CC1215 Detention	Expense Other Than Salaries - Constitutional Officers (549900)			\$13,441.00	\$0.00	Carryover from FY23-24 budget.
FY24-25 Year (FY 24-25 Budget)	331600:Federal Grant - Human Services	FD1002 Sheriff - Countywide Fund	CC1216 Judicial		Child Support Enforcement (331651)		\$0.00	\$14,000.00	Provides budget to recognize child support enforcement revenue.
FY24-25 Year (FY 24-25 Budget)	511000:Salaries and Pay	FD1002 Sheriff - Countywide Fund	CC1216 Judicial	Personnel Services - BCC Security Constitutional Officer (516200)			\$728.00	\$0.00	Provides additional budget for providing security.
FY24-25 Year (FY 24-25 Budget)	369900:Miscellaneous Revenues	FD1002 Sheriff - Countywide Fund	CC1292 Fund Level Activity - Sheriff Countywide		Other Miscellaneous Revenues (369900)		\$0.00	\$29,000.00	Provides budget to recognize additional miscellaneous revenue.
FY24-25 Year (FY 24-25 Budget)	599100:Reserve - Contingency	FD1002 Sheriff - Countywide Fund	CC9999 All Reserve Roll Up	Reserve - Contingency (599100)			\$0.00	\$181,552.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$224,552.00	\$224,552.00	
FY24-25 Year (FY 24-25 Budget)	399000:Proprietary Non - Operating Sources	FD1007 Law Enforcement Trust Fund	CC1214 Contraband Forfeiture		Cash Carry Forward (399002)		\$0.00	\$114,595.00	Fund balance adjustment which covers carryover from FY23-24.
FY24-25 Year (FY 24-25 Budget)	549000:Other Current Charges	FD1007 Law Enforcement Trust Fund	CC1214 Contraband Forfeiture	Expense Other Than Salaries - Constitutional Officers (549900)			\$114,595.00	\$0.00	Carryover from FY23-24 budget.
						FUND TOTALS	\$114,595.00	\$114,595.00	
FY24-25 Year (FY 24-25 Budget)	369900:Miscellaneous Revenues	FD1010 Health Insurance Trust Fund	CC1221 Self Insurance - Health		Medication Pharmaceutical Rebates (369922)		\$0.00	\$3,000,000.00	Provides a specific budget in a new revenue category
FY24-25 Year (FY 24-25 Budget)	369900:Miscellaneous Revenues	FD1010 Health Insurance Trust Fund	CC1221 Self Insurance - Health		Other Miscellaneous Revenues (369900)		\$3,000,000.00	\$0.00	Shifts budget to a new revenue category.
						FUND TOTALS	\$3,000,000.00	\$3,000,000.00	
FY24-25 Year (FY 24-25 Budget)	549000:Other Current Charges	FD1011 2nd Dollar Sheriff Education Fund	CC1212 Sheriff Educational and Training	Expense Other Than Salaries - Constitutional Officers (549900)			\$89,808.00	\$0.00	Carryover from FY23-24 budget.
FY24-25 Year (FY 24-25 Budget)	599300:Reserve - Unassigned	FD1011 2nd Dollar Sheriff Education Fund	CC9999 All Reserve Roll Up	Reserve - Unassigned (599300)			\$0.00	\$89,808.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$89,808.00	\$89,808.00	
FY24-25 Year (FY 24-25 Budget)	366000:Contributions - Private Sources And Donations	FD1012 Free Library Fund	CC1195 Library Activities		Contributions/Donations (366000)	Project: PRJ100738 Library Donations	\$0.00	\$40.00	Provides budget to recognize additional donations.
FY24-25 Year (FY 24-25 Budget)	599300:Reserve - Unassigned	FD1012 Free Library Fund	CC9999 All Reserve Roll Up	Reserve - Unassigned (599300)			\$40.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$40.00	\$40.00	
FY24-25 Year (FY 24-25 Budget)	399000:Proprietary Non - Operating Sources	FD1013 Investigative Drug Fund	CC1213 Drug Law Enforcement		Cash Carry Forward (399002)		\$0.00	\$1,728.00	Fund balance adjustment which partially covers carryover from FY23-24.
FY24-25 Year (FY 24-25 Budget)	549000:Other Current Charges	FD1013 Investigative Drug Fund	CC1213 Drug Law Enforcement	Expense Other Than Salaries - Constitutional Officers (549900)			\$6,728.00	\$0.00	Carryover from FY23-24 budget.
FY24-25 Year (FY 24-25 Budget)	599300:Reserve - Unassigned	FD1013 Investigative Drug Fund	CC9999 All Reserve Roll Up	Reserve - Unassigned (599300)			\$0.00	\$5,000.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$6,728.00	\$6,728.00	
FY24-25 Year (FY 24-25 Budget)	335500:State Shared Revenues - Economic Environment	FD1015 SHIP Program Fund	CC1108 SHIP Program Activities		Local Housing Assistance (335501)		\$0.00	\$50,146.00	Additional disbursement from Florida Housing announced February 2025.
FY24-25 Year (FY 24-25 Budget)	549000:Other Current Charges	FD1015 SHIP Program Fund	CC1108 SHIP Program Activities	Program Services (549800)			\$750,146.00	\$0.00	Additional budget for contractual obligations.
FY24-25 Year (FY 24-25 Budget)	599300:Reserve - Unassigned	FD1015 SHIP Program Fund	CC9999 All Reserve Roll Up	Reserve - Unassigned (599300)			\$0.00	\$700,000.00	Reserve adjustment to balance fund.

Period	*Ledger Account/Summary	*Fund	*Cost Center	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo
						FUND TOTALS	\$750,146.00	\$750,146.00	
FY24-25 Year (FY 24-25 Budget)	399000:Proprietary Non - Operating Sources	FD1017 2020 Bond Revenue Fund	CC1198 2020 Revenue Bonds		5% Of Budgeted Revenues (399001)		\$300,526.00	\$0.00	2024 Bond revenue stream coming through FD1017.
FY24-25 Year (FY 24-25 Budget)	312600:Discretionary Services Taxes	FD1017 2020 Bond Revenue Fund	CC1198 2020 Revenue Bonds		Discretionary Sales Surtaxes (312600)		\$0.00	\$6,007,526.00	2024 Bond revenue stream coming through FD1017.
FY24-25 Year (FY 24-25 Budget)	591900:Transfers To	FD1017 2020 Bond Revenue Fund	CC9998 All Transfer Roll Up	Transfer to 2024 Bond Debt Service Fund (591201)			\$5,707,000.00	\$0.00	Transfer for 2024 Bond debt service.
						FUND TOTALS	\$6,007,526.00	\$6,007,526.00	
FY24-25 Year (FY 24-25 Budget)	329500:Other Permits, Fees And Special Assessments	FD1022 Unincorporated Municipal Services MSTU Fund	CC1278 Tree Mitigation		Fees For Alarm Permits (329500)		\$0.00	\$1,500.00	Provides budget to recognize additional tree permit fees.
FY24-25 Year (FY 24-25 Budget)	599100:Reserve - Contingency	FD1022 Unincorporated Municipal Services MSTU Fund	CC9999 All Reserve Roll Up	Reserve - Contingency (599100)			\$1,500.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$1,500.00	\$1,500.00	
FY24-25 Year (FY 24-25 Budget)	335200:State Shared Revenues - Public Safety	FD1023 911 - Wireless Fund	CC1173 911-Wireless		E911 Special Distribution (335222)		\$0.00	\$3,000.00	Provides budget to recognize special distribution revenue.
FY24-25 Year (FY 24-25 Budget)	546000:Repair and Maintenance Services	FD1023 911 - Wireless Fund	CC1173 911-Wireless	Software Maintenance (546110)			\$0.00	\$100,000.00	Adjusts budget to reflect revised projections.
FY24-25 Year (FY 24-25 Budget)	599300:Reserve - Unassigned	FD1023 911 - Wireless Fund	CC9999 All Reserve Roll Up	Reserve - Unassigned (599300)			\$103,000.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$103,000.00	\$103,000.00	
FY24-25 Year (FY 24-25 Budget)	549000:Other Current Charges	FD1026 Crime Prevention Program Fund	CC1177 Public Safety - Crime Prevention Program	Expense Other Than Salaries - Constitutional Officers (549900)			\$3,133.00	\$0.00	Carryover from FY23-24 budget.
FY24-25 Year (FY 24-25 Budget)	599300:Reserve - Unassigned	FD1026 Crime Prevention Program Fund	CC9999 All Reserve Roll Up	Reserve - Unassigned (599300)			\$0.00	\$3,133.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$3,133.00	\$3,133.00	
FY24-25 Year (FY 24-25 Budget)	549000:Other Current Charges	FD1029 Law Enforcement MSTU Fund	CC1218 Sheriff MSTU	Expense Other Than Salaries - Constitutional Officers (549900)			\$306,460.00	\$0.00	Carryover from FY23-24 budget.
FY24-25 Year (FY 24-25 Budget)	599100:Reserve - Contingency	FD1029 Law Enforcement MSTU Fund	CC9999 All Reserve Roll Up	Reserve - Contingency (599100)			\$0.00	\$306,460.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$306,460.00	\$306,460.00	
FY24-25 Year (FY 24-25 Budget)	342500:Service Charge - Protective Inspection Fees	FD1031 Fire Inspection Fund	CC1155 Fire Inspections		Protective Inspection Fees (342500)		\$0.00	\$17,000.00	Provides budget to recognize additional protective inspection fees.
FY24-25 Year (FY 24-25 Budget)	599100:Reserve - Contingency	FD1031 Fire Inspection Fund	CC9999 All Reserve Roll Up	Reserve - Contingency (599100)			\$17,000.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$17,000.00	\$17,000.00	
FY24-25 Year (FY 24-25 Budget)	399000:Proprietary Non - Operating Sources	FD1034 Federal Department of Justice (DOJ) - Contriband Forfeiture Fund	CC1219 Federal Department of Justice Forfeiture		Cash Carry Forward (399002)		\$0.00	\$105,301.00	Fund balance adjustment which partially covers carryover from FY23-24.
FY24-25 Year (FY 24-25 Budget)	358200:Sale Of Contraband Property Seized By Law Enforcement	FD1034 Federal Department of Justice (DOJ) - Contriband Forfeiture Fund	CC1219 Federal Department of Justice Forfeiture		Contraband Property (358200)		\$0.00	\$30,000.00	Provides budget to recognize additional contraband seizure revenue.
FY24-25 Year (FY 24-25 Budget)	549000:Other Current Charges	FD1034 Federal Department of Justice (DOJ) - Contriband Forfeiture Fund	CC1219 Federal Department of Justice Forfeiture	Expense Other Than Salaries - Constitutional Officers (549900)			\$195,301.00	\$0.00	Carryover from FY23-24 budget.
FY24-25 Year (FY 24-25 Budget)	599300:Reserve - Unassigned	FD1034 Federal Department of Justice (DOJ) - Contriband Forfeiture Fund	CC9999 All Reserve Roll Up	Reserve - Unassigned (599300)			\$0.00	\$60,000.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$195,301.00	\$195,301.00	
FY24-25 Year (FY 24-25 Budget)	361000:Interest And Other Earnings	FD1066 Opioid Settlement Fund	CC1287 Opioid Settlement		Interest Earnings (361000)		\$0.00	\$6,000.00	Provides budget to recognize additional earned interest.
FY24-25 Year (FY 24-25 Budget)	369900:Miscellaneous Revenues	FD1066 Opioid Settlement Fund	CC1287 Opioid Settlement		Settlements (369300)		\$0.00	\$51,500.00	Provides budget to recognize additional settlement revenue.
FY24-25 Year (FY 24-25 Budget)	531000:Professional Services	FD1066 Opioid Settlement Fund	CC1287 Opioid Settlement	Professional Services (531000)		Project: PRJ100809 Direct Opioid Settlement Funds	\$12,000.00	\$0.00	Provides budget for SUD committee coordination at NE FL Regional Council.
FY24-25 Year (FY 24-25 Budget)	599300:Reserve - Unassigned	FD1066 Opioid Settlement Fund	CC9999 All Reserve Roll Up	Reserve - Unassigned (599300)			\$45,500.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$57,500.00	\$57,500.00	
FY24-25 Year (FY 24-25 Budget)	399000:Proprietary Non - Operating Sources	FD1082 2024 Bond Revenue Fund	CC1304 2024 Revenue Bonds		5% Of Budgeted Revenues (399001)		\$0.00	\$300,526.00	Fund to close, activity shifts to FD1017 Bond Revenue Fund.
FY24-25 Year (FY 24-25 Budget)	312600:Discretionary Services Taxes	FD1082 2024 Bond Revenue Fund	CC1304 2024 Revenue Bonds		Discretionary Sales Surtaxes (312600)		\$6,010,526.00	\$0.00	Fund to close, activity shifts to FD1017 Bond Revenue Fund.
FY24-25 Year (FY 24-25 Budget)	591900:Transfers To	FD1082 2024 Bond Revenue Fund	CC9998 All Transfer Roll Up	Transfer to 2024 Bond Debt Service Fund (591201)			\$0.00	\$5,710,000.00	Fund to close, activity shifts to FD1017 Bond Revenue Fund.

Period	*Ledger Account/Summary	*Fund	*Cost Center	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo
						FUND TOTALS	\$6,010,526.00	\$6,010,526.00	
FY24-25 Year (FY 24-25 Budget)	573000:Other Debt Services	FD2001 2024 Bond Debt Service Fund	CC1305 2024 Bond Debt Payment	Other Debt Services Cost (573000)			\$0.00	\$3,000.00	Debt service costs paid from FD2000.
FY24-25 Year (FY 24-25 Budget)	381100:Transfers	FD2001 2024 Bond Debt Service Fund	CC9998 All Transfer Roll Up		Transfer from 2020 Bond Revenue Fund (381120)		\$0.00	\$5,707,000.00	Places budget to proper fund source for revenue category.
FY24-25 Year (FY 24-25 Budget)	381100:Transfers	FD2001 2024 Bond Debt Service Fund	CC9998 All Transfer Roll Up		Transfer from 2024 Bond Revenue Fund (381182)		\$5,710,000.00	\$0.00	Transfer to come from Discretionary Sales Tax Fund (FD1017)
						FUND TOTALS	\$5,710,000.00	\$5,710,000.00	
FY24-25 Year (FY 24-25 Budget)	381100:Transfers	FD3001 Impact Fee District 3 Fund	CC9998 All Transfer Roll Up		Transfer From General Fund (381001)		\$0.00	\$146,645.00	Provides budget for impact fee subsidies.
FY24-25 Year (FY 24-25 Budget)	599800:Reserve For Capital Improvements	FD3001 Impact Fee District 3 Fund	CC9999 All Reserve Roll Up	Reserve For Capital Improvements (599800)			\$146,645.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$146,645.00	\$146,645.00	
FY24-25 Year (FY 24-25 Budget)	381100:Transfers	FD3002 Impact Fee District 2 Fund	CC9998 All Transfer Roll Up		Transfer From General Fund (381001)		\$0.00	\$362,898.00	Provides budget for impact fee subsidies.
FY24-25 Year (FY 24-25 Budget)	599800:Reserve For Capital Improvements	FD3002 Impact Fee District 2 Fund	CC9999 All Reserve Roll Up	Reserve For Capital Improvements (599800)			\$362,898.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$362,898.00	\$362,898.00	
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100196 CR209 - US17 To CR315 B	\$0.00	\$85,000.00	Aligns Project Budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100203 First Coast Connector CR315 To First Coast Expressway	\$0.00	\$49,279.00	This project funding will be absorbed into the FD3012 Mobility Impact Fee.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100200 Sandridge - Henley - CR209	\$0.00	\$100,000.00	Aligns Project Budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	332100:Other Financial Assistance - State Source	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element		State Appropriation (332110)	Project: PRJ100190 Station 20 Green Cove Springs	\$0.00	\$750,000.00	State Appropriation for Fire Station Construction.
FY24-25 Year (FY 24-25 Budget)	562000:Buildings - Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Buildings (562000)		Project: PRJ100819 Moccasin Slough Classroom	\$86,828.00	\$0.00	Moccasin Slough project has been split out. This provides budget for new project for the classroom portion.
FY24-25 Year (FY 24-25 Budget)	562000:Buildings - Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Buildings (562000)		Project: PRJ100190 Station 20 Green Cove Springs	\$750,000.00	\$0.00	State Appropriation for Fire Station Construction.
FY24-25 Year (FY 24-25 Budget)	564000:Capital Outlay - Constitutional Officers	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Capital Outlay - Constitutional Officers (564000)		Project: PRJ100580 Equipment - Sheriff	\$46,990.00	\$0.00	Carryover from FY23-24 budget.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Infrastructure (563000)		Project: PRJ100391 Moccasin Slough Tower Boardwalk	\$0.00	\$86,828.00	Moving budget from this original project to the newly created project for the classroom portion.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Infrastructure (563000)		Project: PRJ100414 LAP - CR220 Intersection Improvements - Lakeshore Dr. to Old Hard Rd.	\$4,005.00	\$0.00	Provides budget for project CEI costs that are not grant eligible.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Infrastructure (563000)		Project: PRJ100572 Intersection Improvements	\$1,669,600.00	\$0.00	Provides budget for the Long Bay/Jennings intersection improvement and signal.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Infrastructure (563000)		Project: PRJ100559 Live Oak Construction	\$0.00	\$999,600.00	Moves out spending for this project to provide budget for Long Bay/Jennings intersection improvements and signal.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Infrastructure (563000)		Project: PRJ100560 Clay County Greenways Expansion	\$0.00	\$484,600.00	Moves out spending for this project to provide budget for Long Bay/Jennings intersection improvements and signal.
FY24-25 Year (FY 24-25 Budget)	561000:Land - Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Land (561000)		Grant: GR010133 Greenway Expansion Project: PRJ100560 Clay County Greenways Expansion	\$601.00	\$0.00	Provides budget for closing costs associated with project land purchase.
FY24-25 Year (FY 24-25 Budget)	334400:State Grant - Transportation	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1233 All Grants Organization		State Grants - Transportation (334400)	Grant: GR010134 Florida Job Growth - Spencer Industrial Complex Project: PRJ100561 Spencer Industrial Complex	\$0.00	\$1,773,740.00	Aligns grant budget with grant award total in CIP.

Period	*Ledger Account/Summary	*Fund	*Cost Center	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo
FY24-25 Year (FY 24-25 Budget)	334400:State Grant - Transportation	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1233 All Grants Organization		State Grants - Transportation (334400)	Grant: GR010098 FDOT State Grant - Greenway Trail Construction Project: PRJ100407 Greenway Trail Construction Grant (FDOT)	\$0.00	\$1,450,000.00	Moves grant revenue originally scheduled for next fiscal year to this fiscal year.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1233 All Grants Organization	Infrastructure (563000)		Grant: GR010123 Sports Complex Turn Lanes Project: PRJ100469 Turn Lanes - Regional Sports Complex	\$0.00	\$104,803.00	Project complete, moves budget to reserves.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1233 All Grants Organization	Infrastructure (563000)		Grant: GR010098 FDOT State Grant - Greenway Trail Construction Project: PRJ100407 Greenway Trail Construction Grant (FDOT)	\$1,450,000.00	\$0.00	Moves to this fiscal year grant budget for contract award.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1233 All Grants Organization	Infrastructure (563000)		Grant: GR010127 Florida Regional Sports Complex Project: PRJ100304 Regional Sports Complex	\$0.00	\$230,462.00	Revised carryover amount.
FY24-25 Year (FY 24-25 Budget)	599800:Reserve For Capital Improvements	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC9999 All Reserve Roll Up	Reserve For Capital Improvements (599800)			\$2,106,288.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$6,114,312.00	\$6,114,312.00	
FY24-25 Year (FY 24-25 Budget)	324300:Impact Fees	FD3008 Lake Asbury Adequate Public Facility (APF) Fund	CC1280 Lake Asbury Adequate Public Facility		Impact Fees - Commercial - Physical Environment (324220)		\$0.00	\$25,000.00	Aligns revenue budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	324300:Impact Fees	FD3008 Lake Asbury Adequate Public Facility (APF) Fund	CC1280 Lake Asbury Adequate Public Facility		Impact Fees - Residential - Physical Environment (324210)		\$0.00	\$40,000.00	Aligns revenue budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	599800:Reserve For Capital Improvements	FD3008 Lake Asbury Adequate Public Facility (APF) Fund	CC9999 All Reserve Roll Up	Reserve For Capital Improvements (599800)			\$65,000.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$65,000.00	\$65,000.00	
FY24-25 Year (FY 24-25 Budget)	381100:Transfers	FD3009 Mobility - Middleburg - West Clay Fund	CC9998 All Transfer Roll Up		Transfer From General Fund (381001)		\$0.00	\$340,462.00	Provides budget for IKO mobility fee mitigation.
FY24-25 Year (FY 24-25 Budget)	599800:Reserve For Capital Improvements	FD3009 Mobility - Middleburg - West Clay Fund	CC9999 All Reserve Roll Up	Reserve For Capital Improvements (599800)			\$340,462.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$340,462.00	\$340,462.00	
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3010 2020 Bond Construction Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100199 CR209 - CR315 B - Sandridge	\$64,202.00	\$0.00	Aligns project budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3010 2020 Bond Construction Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100147 CR218 Wide Pinetree Cosmo	\$0.00	\$10,000.00	Aligns project budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	561000:Land - Expense	FD3010 2020 Bond Construction Fund	CC1231 Capital Improvement Element	Land (561000)		Project: PRJ100196 CR209 - US17 To CR315 B	\$0.00	\$5,478.00	Aligns budget with actual spend.
FY24-25 Year (FY 24-25 Budget)	561000:Land - Expense	FD3010 2020 Bond Construction Fund	CC1231 Capital Improvement Element	Land (561000)		Project: PRJ100147 CR218 Wide Pinetree Cosmo	\$10,000.00	\$0.00	Aligns project budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	361000:Interest And Other Earnings	FD3010 2020 Bond Construction Fund	CC1301 Fund Level Activity Bond Construction		Interest Earnings (361000)		\$0.00	\$58,724.00	Increases interest earned to reflect updated projections.
						FUND TOTALS	\$74,202.00	\$74,202.00	
FY24-25 Year (FY 24-25 Budget)	324300:Impact Fees	FD3011 Mobility - Orange Park - Lakeside - Fleming Island Fund	CC1262 Mobility - Orange Park - Lakeside - Fleming Island		Mobility Fees - Orange Park - Lakeside - Fleming Island District (324322)		\$0.00	\$92,472.00	Aligns revenue budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	381100:Transfers	FD3011 Mobility - Orange Park - Lakeside - Fleming Island Fund	CC9998 All Transfer Roll Up		Transfer From General Fund (381001)		\$0.00	\$26,817.00	Provides budget for impact fee subsidies.
FY24-25 Year (FY 24-25 Budget)	599800:Reserve For Capital Improvements	FD3011 Mobility - Orange Park - Lakeside - Fleming Island Fund	CC9999 All Reserve Roll Up	Reserve For Capital Improvements (599800)			\$119,289.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$119,289.00	\$119,289.00	
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3012 Mobility - Lake Asbury - Green Cove Springs Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100200 Sandridge - Henley - CR209	\$0.00	\$135,000.00	Aligns project budget with revised projections.

Period	*Ledger Account/Summary	*Fund	*Cost Center	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3012 Mobility – Lake Asbury – Green Cove Springs Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100203 First Coast Connector CR315 To First Coast Expressway	\$1,049,279.00	\$0.00	Aligns project budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3012 Mobility – Lake Asbury – Green Cove Springs Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100202 First Coast Connector From US17 To CR315	\$0.00	\$3,038,601.00	Aligns project budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3012 Mobility – Lake Asbury – Green Cove Springs Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100199 CR209 - CR315 B - Sandridge	\$1,493,185.00	\$0.00	Aligns project budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3012 Mobility – Lake Asbury – Green Cove Springs Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100196 CR209 - US17 To CR315 B	\$528,634.00	\$0.00	Aligns project budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	599800:Reserve For Capital Improvements	FD3012 Mobility – Lake Asbury – Green Cove Springs Fund	CC9999 All Reserve Roll Up	Reserve For Capital Improvements (599800)			\$102,503.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$3,173,601.00	\$3,173,601.00	
FY24-25 Year (FY 24-25 Budget)	563000:Infrastructure Expense	FD3014 Mobility – Branan Field – Oakleaf Fund	CC1231 Capital Improvement Element	Infrastructure (563000)		Project: PRJ100201 CR220 Baxley To Henley	\$0.00	\$122,408.00	Aligns project budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	381100:Transfers	FD3014 Mobility – Branan Field – Oakleaf Fund	CC9999 All Transfer Roll Up		Transfer From General Fund (381001)		\$0.00	\$23,918.00	Provides budget for impact fee subsidies.
FY24-25 Year (FY 24-25 Budget)	599800:Reserve For Capital Improvements	FD3014 Mobility – Branan Field – Oakleaf Fund	CC9999 All Reserve Roll Up	Reserve For Capital Improvements (599800)			\$146,326.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$146,326.00	\$146,326.00	
FY24-25 Year (FY 24-25 Budget)	324300:Impact Fees	FD3015 Impact Fees – Government – Jails – Constitutional Facilities Fund	CC1266 Impact Fees – Government – Jails – Constitutional Facilities		Impact Fees - Commercial - Physical Environment (324220)		\$0.00	\$30,000.00	Aligns revenue budget with revised projections.
FY24-25 Year (FY 24-25 Budget)	324300:Impact Fees	FD3015 Impact Fees – Government – Jails – Constitutional Facilities Fund	CC1266 Impact Fees – Government – Jails – Constitutional Facilities		Impact Fees - Residential - Physical Environment (324210)		\$30,000.00	\$0.00	Aligns revenue budget with revised projections.
						FUND TOTALS	\$30,000.00	\$30,000.00	
FY24-25 Year (FY 24-25 Budget)	562000:Buildings - Expense	FD3025 2024 Bond Construction Fund	CC1232 Non Capital Improvement Element	Buildings (562000)		Project: PRJ100285 Fire Station 15 - Lake Asbury	\$0.00	\$4,850,000.00	Aligns current year budget with latest spend projections.
FY24-25 Year (FY 24-25 Budget)	562000:Buildings - Expense	FD3025 2024 Bond Construction Fund	CC1232 Non Capital Improvement Element	Buildings (562000)		Project: PRJ100357 Fire Station 22 - Fleming Island	\$0.00	\$9,726,505.00	Aligns current year budget with latest spend projections.
FY24-25 Year (FY 24-25 Budget)	562000:Buildings - Expense	FD3025 2024 Bond Construction Fund	CC1232 Non Capital Improvement Element	Buildings (562000)		Project: PRJ100286 Fire Station 24 - Virginia Village	\$0.00	\$8,270,433.00	Aligns current year budget with latest spend projections.
FY24-25 Year (FY 24-25 Budget)	562000:Buildings - Expense	FD3025 2024 Bond Construction Fund	CC1232 Non Capital Improvement Element	Buildings (562000)		Project: PRJ100563 Fire Station 1 - Branan Field	\$0.00	\$7,376,863.00	Aligns current year budget with latest spend projections.
FY24-25 Year (FY 24-25 Budget)	562000:Buildings - Expense	FD3025 2024 Bond Construction Fund	CC1232 Non Capital Improvement Element	Buildings (562000)		Project: PRJ100190 Station 20 Green Cove Springs	\$0.00	\$500,000.00	Aligns current year budget with latest spend projections.
FY24-25 Year (FY 24-25 Budget)	561000:Land - Expense	FD3025 2024 Bond Construction Fund	CC1232 Non Capital Improvement Element	Land (561000)		Project: PRJ100825 Fire Station 5 - CR218 and Blue Jay	\$950,000.00	\$0.00	Provides budget for purchase of land for fire station 5.
FY24-25 Year (FY 24-25 Budget)	599800:Reserve For Capital Improvements	FD3025 2024 Bond Construction Fund	CC9999 All Reserve Roll Up	Reserve For Capital Improvements (599800)			\$29,773,801.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$30,723,801.00	\$30,723,801.00	
FY24-25 Year (FY 24-25 Budget)	361000:Interest And Other Earnings	FD4000 Solid Waste Fund	CC1257 Fund Level Activity		Interest Earnings (361000)		\$1,600,000.00	\$0.00	Interest budgeted in CC1208.
FY24-25 Year (FY 24-25 Budget)	599300:Reserve - Unassigned	FD4000 Solid Waste Fund	CC9999 All Reserve Roll Up	Reserve - Unassigned (599300)			\$0.00	\$1,600,000.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$1,600,000.00	\$1,600,000.00	
FY24-25 Year (FY 24-25 Budget)	325200:Special Assessments	FD4001 Universal Collection Fund	CC1209 Universal Collection		Special Assessments (325200)		\$0.00	\$1,600,000.00	Revised projection based on additional collection.
FY24-25 Year (FY 24-25 Budget)	343400:Service Charge - Garbage/Solid Waste	FD4001 Universal Collection Fund	CC1209 Universal Collection		Universal Collection Carts Leasing Fees (343451)		\$0.00	\$275,000.00	Revised projection based on additional collection.
FY24-25 Year (FY 24-25 Budget)	534000:Other Services	FD4001 Universal Collection Fund	CC1209 Universal Collection	Temporary Labor - Billing, Collection, and Management (534600)			\$410,475.00	\$0.00	Reimburses line-item transferred from to purchase additional carts.
FY24-25 Year (FY 24-25 Budget)	599200:Reserve - Cash Balance	FD4001 Universal Collection Fund	CC9999 All Reserve Roll Up	Reserve - Cash Balance (599200)			\$1,464,525.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTALS	\$1,875,000.00	\$1,875,000.00	
						GRAND TOTAL	69,656,428.00	69,656,428.00	



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the Fifteenth Amendment to Agreement No. 2020/2021-213 for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management at Risk Group #2 with Jacobs Engineering Group Inc. to include amendments to Projects #2 and #5 in the amount of \$220,887.03.

Funding Source:

2020 Bond Construction Fund
Mobility - Branan Field-Oakleaf Fund

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Amends Project 2 (CR 209 from Highway 17 to CR 315B) to include anticipated post design services, address guardrail and pavement marking changes due to modifications to Project 3, address signal and widening modifications at US 17 due to modifications requested by FDOT and address Dynamic Envelope pavement markings to all temporary traffic control phases requested by CSX in the total amount of \$49,459.84. Amends Project 5 (CR 220 Baxley Road to Henley Road) to provide for the redesign of Pond 2A in the amount of \$171,427.19.

Funding for this amendment is included in the Budget Resolution Public Hearing.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes\No\N/A):

No

Funding Source:

2020 Bond Construction Fund
Mobility - Branan Field-Oakleaf Fund

Account No(s):

FD3010 - PRJ100201-563000

FD3014 - PRJ100201-563000

Sole Source (Yes\No):

No

Advanced Payment

(Yes\No):

No

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_Jacobs BTP	Cover Memo	4/15/2025	2021-213_AM15_Jacobs_BTP_Projects_2_and_5ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	4/16/2025 - 8:24 AM	Item Pushed to Agenda

Clay County Agreement/Contract No. 2020/2021-213 AM15

**FIFTEENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL
ENGINEERING DESIGN CONSULTANT SERVICES FOR THE BONDED
TRANSPORTATION PROGRAM CONSTRUCTION
MANAGEMENT AT RISK GROUP #2
[Jacobs Engineering Group Inc.]**

This Fifteenth Amendment to Agreement for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management At Risk Group #2 (“Fifteenth Amendment”) is entered into on this ____ day of April, 2025 between Clay County, a political subdivision of the State of Florida (the “County”) and Jacobs Engineering Group Inc., a Delaware Corporation (“Consultant”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the County sold Sales Surtax Revenue Bonds, Series 2020 to finance the costs of the acquisition and construction of certain roadway improvements in the County referred to by the County as the Bonded Transportation Program (“BTP”); and

WHEREAS, on September 8, 2020, the County entered into an Agreement with WGI, Inc. (“Owner Rep”) wherein the Owner Rep agreed to serve as the County’s representative to oversee the design and construction (by others) in relation to the BTP; and

WHEREAS, on June 22, 2021, the County and the Consultant entered into an Agreement for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management At Risk Group #2, Clay County Agreement/Contract No. 2020/2021-213 (“Agreement”), incorporated herein by reference, wherein the Consultant agreed to provide Engineering Design Consultant Services for the design of CMAR Group #2, Project 2 (CR 209 from Highway 17 to CR 315B), Project 5 (CR 220 from Baxley Road to Henley Road), and Project 6A (First Coast Connector from Maryland Avenue to Highway 17); and

WHEREAS, on August 10, 2021, the County entered into Phase 1 Preconstruction Agreement with Superior Construction Company Southeast, LLC (“Contractor”) for CMAR Group #2, Projects 2, 5, and 6A, Clay County Agreement/Contract No.: 2020/2021-234, wherein the Contractor agreed to provide Phase 1 preconstruction design phase assistance, to collaborate with the Owner Rep, the Consultant, and the County (Project Team), to develop an open book Guaranteed Maximum Price (“GMP”) proposal tied to a final completion date for the construction of the three roadway projects, and to complete Phase 2 construction if the GMP for Project 2, Project 5, and/or Project 6A is accepted by the County; and

WHEREAS, on March 8, 2022, the parties entered into the First Amendment to the Agreement, incorporated herein by reference, to add roundabout final design services listed as an optional service under CR 315 to be performed by the Consultant in relation to Project 6A in the lump sum amount of \$9,827.14; and

WHEREAS, on July 12, 2022, the parties entered into the Second Amendment to the Agreement, incorporated herein by reference, to provide for value engineering services to be performed by the Consultant in relation to Project 2, which includes a design scope change to incorporate alignment and typical section changes to minimize right of way impacts in the total lump sum amount of \$205,889.85; to modify the geotechnical scope in relation to Project 6A to account for the additional borings required due to pond size increases in the lump sum amount of \$13,167.01; to reduce the limiting amount tasks under Project 6A in the amount of (-\$42,522.00) due to the replacement of the signalized intersection with a roundabout, and to amend the construction design document completion dates and the Incentives-Disincentives Completion Dates for Projects 2, 5, and 6A, which resulted in a net increase of \$176,534.86 to the total contract price; and

WHEREAS, on September 28, 2022, the parties entered into the Third Amendment to the Agreement, incorporated herein by reference, to provide for value engineering services to be performed by the Consultant in relation to Project 5, which eliminates the 3' grassed utility strip and provides for a 6' sidewalk adjacent to curb in the total lump sum amount of \$31,779.56; and

WHEREAS, on November 17, 2022, the parties entered into the Fourth Amendment to the Agreement, incorporated herein by reference, to amend the scope of services to provide for a Geotechnical pond analysis for Project 5 and Geotechnical pond borings for Project 6A in the total lump sum amount of \$24,612.18; and

WHEREAS, on January 10, 2023, the parties entered into the Fifth Amendment to the Agreement, incorporated herein by reference, to amend the scope of services to add the connection at US 17 and tie to the proposed FDOT intersection at the Right of Way line and add Geotechnical analysis to include pond liners for ponds 2 & 3 for Project 2 in the total lump sum amount of \$76,236.30 and amend the construction design document completion dates for Projects 2 and 5; and

WHEREAS, on February 14, 2023, the parties entered into the Sixth Amendment to the Agreement, incorporated herein by reference, to amend the scope of services to include the optional services for additional MOT for SUE work for Project 2 and the design to move the signal pole north to avoid right of way impact for Project 5 in the total lump sum amount of \$25,863.86, amend the Incentive-Disincentive Payment Chart to reduce the incentives amount by (-\$270,000.00), resulting in a total net reduction to the total contract sum in the amount of (-\$244,136.14), and amend the construction design document completion dates for Projects 2 and 6A; and

WHEREAS, on February 23, 2023, the parties entered into the Seventh Amendment to the Agreement, incorporated herein by reference, to amend the scope of services to include the Geotechnical pond borings for Project 5 in the total lump sum amount of \$10,992.01; and

WHEREAS, on March 28, 2023, the parties entered into the Eighth Amendment to the Agreement, incorporated herein by reference, to amend the scope of services to include the implementation of the value engineering and the FDOT intersection modifications at US 17 for Project 6A as well as CR 315 pond liners design and multiple new gravity walls design to reduce

right of way impacts and eliminate impacts to the conservation easement for Project 6A in the total amount of \$250,373.64; and

WHEREAS, on April 11, 2023, the parties entered into the Ninth Amendment to the Agreement, incorporated herein by reference, to amend the scope to include the redesign of Pond 1C for Project 5 in the total amount of \$89,947.40; and

WHEREAS, on May 23, 2023, the parties entered into the Tenth Amendment to the Agreement, incorporated herein by reference, to amend the scope to include design and post-design Services necessary to construct the Utility Work in relation to a portion of CR 315 associated with Project 6A in accordance with the Consultant's Scope of Work for the Utility Work attached to the Agreement as Attachment G for Clay County Utility Authority (CCUA) in the amount of \$265,390.34; and

WHEREAS, on November 14, 2023, the parties entered into the Eleventh Amendment to the Agreement, incorporated herein by reference, to amend the scope related to Project 2 to include adding a fence and gate at the access to Pond 3, revising drainage pipes/structures near Pond 2, revising the signal at CR209 at US 17, addressing CSX railroad revisions, revising the cutoff wall for Pond 2, and minimizing/removing the chevron striping for the westbound direction of CR209 at US 17 in the total amount of \$38,549.24; and

WHEREAS, on November 28, 2023, the parties entered into the Twelfth Amendment to the Agreement, incorporated herein by reference, to amend the scope related to Project 6A to include the design and preparation of Phase III plans for the operational improvements for Project 6A in the total amount of \$499,970.09 and amend the construction design document completion date for Project 6A; and

WHEREAS, on June 11, 2024, the parties entered into the Thirteenth Amendment to the Agreement, incorporated herein by reference, to amend the scope related to Project 6A to provide for the development of construction plans to add the right-turn lane and transition on CR 315B at the CR 315 intersection as part of the operational improvements for Project 6A in the total amount of \$25,345.16 and amend the construction design document completion date for Project 6A; and

WHEREAS, on November 12, 2024, the parties entered into the Fourteenth Amendment to the Agreement, incorporated herein by reference, to amend the scope of services for Project 5 to include design Services necessary to construct the Utility Work for CCUA in the amount of \$116,704.13, amend provisions 7.1 and 7.2 of the Agreement, amend Attachment F (Consultant's Estimate of Work Effort) to address both the design for the Utility Work for Project 5 and the transfer/re-allocation of funds from two subconsultants to the Consultant for post design services for Project 2, and add a new Attachment H (Consultant's Scope of Work for the Utility Work for Project 5); and

WHEREAS, the modifications listed below for Project 2 are necessary to accommodate changes in project requirements related in large part to FDOT and CSX requirement changes:

- Modifications to Russell Road (CR 209) at Peters Creek to replace existing guardrail on the southbound travel lanes and revised plans to tie proposed travel

lanes to the existing lane configuration on the southern end of the bridge over Peters Creek.

- Existing Pedestrian Pole/pull box relocation in the north west quadrant of the CR 209/US 17 intersection.
- Add Dynamic Railroad Markings to all phases of the traffic control plans.
- Prepare one revision package to address the changes associated with this amendment; and

WHEREAS, such modifications to Project 2 will result in a total increase to the Contract Price in the amount of \$49,459.84 (\$30,000 limiting amount and \$19,459.84 lump sum fee); and

WHEREAS, the modifications addressed in the Consultant's Clarifications attached hereto as Attachment D and incorporated herein for Project 5 are necessary to accommodate the redesign of Pond 2A as a result of the relocation of the Pond; and

WHEREAS, such modifications to Project 5 will result in a total increase to the Contract Price in the amount of \$ 171,427.19 (\$62,660.14 limiting amount and \$108,767.05 lump sum fee); and

WHEREAS, the modifications to Projects 2 and 5 have been reviewed and agreed upon by the Owners Rep, the County's Program Administrator, and the Consultant; and

WHEREAS, the Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant; and

WHEREAS, the parties desire to enter into this Fifteenth Amendment to amend the Scope of Services related to Projects 2 and 5, amend provision 7.1 of the Agreement, amend Attachment D (Consultant's Clarifications to RFQ Scope of Services), and amend Attachment F (Consultant's Estimate of Work Effort) as set forth herein.

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

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Scope of Services Modifications. The Scope of Services to be performed by the Consultant pursuant to the Agreement, as previously amended, are hereby amended to include the modifications to Project 2 as set forth above in the total amount of \$49,459.84 and the modifications to Project 5 as set forth in the Consultant's Clarifications attached hereto as Attachment D in the total amount of \$171,427.19.

3. Contract Price Adjustment. The total sum for the Services is hereby increased by \$220,887.03 to include the modifications to the Scope of Services for Projects 2 and 5 as

addressed herein. Accordingly, provision 7.1 in Section 7 of the Agreement, as previously amended, is hereby amended and replaced in its entirety with the following:

7.1. The County agrees to pay the Consultant for the Services performed for CMAR Group #2 Projects in accordance with the terms of this Agreement on a lump sum for design services and cost reimbursement basis for post-design services in an amount that **shall not exceed the total sum of \$4,528,575.70**. This amount includes the Services performed by the Consultant and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Consultant's performance of the Services.

4. Attachment D Adjustment. Attachment D (Consultant's Clarifications to RFQ Scope of Services) to the Agreement, as previously amended, is hereby amended to include the clarifications related to the scope of services for Project 5 that is attached to this Fifteenth Amendment as Attachment D (Consultant's Clarifications to RFQ Scope of Services). Except as expressly provided herein, the remainder of Attachment D to the Agreement, as previously amended, remains in full force and effect.

5. Attachment F Adjustment. The one page CMAR #2 Project Summary of Lump Sum and Limiting Amount Tasks/cover sheet to Attachment F (Consultant's Estimate of Work Effort) to the Agreement, as previously amended, is hereby removed and replaced with the amended one page CMAR #2 Project Summary of Lump Sum and Limiting Amount Tasks/cover sheet attached to this Fifteenth Amendment as Attachment F (Consultant's Estimate of Work Effort). Additionally, Attachment F is amended to include the estimated work effort attached to this Fifteenth Amendment for the modifications to the Scope of Services addressed herein for Project 2 and Project 5. Except as expressly provided herein, the remainder of Attachment F to the Agreement, as previously amended, remains in full force and effect.

6. Conforming Changes. All provisions in the Agreement and any amendments, attachments, schedules or exhibits thereto in conflict with this Fifteenth Amendment shall be and hereby are changed to conform to this Fifteenth Amendment.

7. Ratification of Agreement. Except as expressly provided herein, all other terms and conditions of the Agreement, as amended, not affected by this Fifteenth Amendment are incorporated herein and shall remain in full force and effect.

8. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Fifteenth Amendment 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 Fifteenth Amendment on behalf of such party and that the Fifteenth Amendment will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Fifteenth Amendment to the Agreement as of the date and year first written above.

JACOBS ENGINEERING GROUP INC.

By: _____

Print Name: _____

Print Title: _____

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

By: _____

Betsy Condon
Its Chairman

ATTEST:

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

Total Amount	\$2,935,562.76
AM1	\$ 9,827.14
AM2	\$ 176,534.86
AM3	\$ 31,779.56
AM4	\$ 24,612.18
AM5	\$ 76,236.30
AM6	\$(-244,136.14)
AM7	\$ 10,992.01
AM8	\$ 250,373.64
AM9	\$ 89,947.40
AM10	\$ 265,390.34
AM11	\$ 38,549.24
AM12	\$ 499,970.09
AM13	\$ 25,345.16
AM14	\$ 116,704.13
AM15	\$ 220,887.03
Adjusted Total Amount	\$4,528,575.70

ATTACHMENT D
CONSULTANT'S
CLARIFICATION
TO RFQ SCOPE
OF SERVICES

**SCOPE OF SERVICES FOR
FIFTEENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL
ENGINEERING DESIGN CONSULTANT SERVICES FOR THE BONDED
TRANSPORTATION PROGRAM CONSTRUCTION MANAGEMENT AT RISK
(CMAR) GROUP #2**

1 INTRODUCTION

While working on the appraisals for Project 5 - CR 220 from Baxley Road to Shamrock Dr., for the property on the South side of CR 220 between Station 2047+00 to 2050+18 (Pond 2A), it was determined proceed on moving pond 2A to the two properties on the north side of CR 220 just east of Lago Del Sur Dr between Station 2052+00 to 2060+00.

2 PROJECT DESCRIPTION - PLAN CHANGE RECOMMENDATIONS

1) Pond 2A Redesign

- Redesign Pond 2A. Location to be moved to approximate station 2052+00 to 2060+00 LT.

2) Modify Plans

- Revise roadway and drainage plan sheets for approximately 3,800' (Sta 2024+00 to Sta 2062+00) to modify the pond location, pond design, stormwater collection system, and pond outfall system as required.
- The Pond 2A trunk line to remain on the south side of CR 220, crossing CR 220 to the new pond location. 20 drainage structures will require re-designing for re-routing to/from new pond location.
- It is anticipated pond lining will be required for the new pond location.
- Geotechnical SPTs will be obtained to provide soil parameters for the analysis of the pond. The field exploration will consist of 5 SPT borings spaced throughout the pond (3 SPTs at 30' depth and 2 SPTs at 40' depth). One Soil Percolation Tests / Cased Borehole Permeability Test will be performed

2.01 Project Schedule

A revised schedule to be provided after contract approval.

2.02 Plans Submittals

In-Progress Phase III 90% Submittal showing new pond location.
Phase III 90% Submittal (Sign and Seal plans)

8 UTILITIES

8.01 Subsurface Utility Exploration/SUE Survey

Provide Designating-Horizontal marking (paint/ flags) of existing utilities within the area of revised Pond 2A site, along the north side of CR 220 between Lago Del Sur Drive & Hollars Pl., Along Lago Del Sur Drive going north for the distance of Property/ Parcel and Along the Easement going north for the distance of Property/ Parcel; easement is between Property Parcel & Hollars Pl.

Provide up to 18 additional test holes at conflict locations due to the revised stormwater collection system and outfall pipe to and from the new pond configuration.

This includes the survey of the additional designating and the test hole data and the required maintenance of traffic to access the test hole locations.

Utility Coordination: Collect, review, update project information database, and any UAO provided information/markups. Acquire and review utility markups/RGB's, contact forms, and assist UAO's with any documentation needed to achieve preparation of the final Utility Certification package in timely manner. Assist with drafting UWS's and forwarding as required all UAO signed UWS's to the EOR for review/edit and / or concurrence and signing. Compile the Utility Certification Letter for EOR and Owner Rep/Clay County review and signature, send out Utililty Certification to all parties. Prepare Notice letters for EOR and Owner Rep/Clay County review, signature, and subsequent send out UWS's/Notice Forms to all UAO's with a Utility Work Schedule involved.

9 ENVIRONMENTAL SERVICES AND PERMITS

9.01 Preliminary Project Research.

Clay County to provide topographic survey, Right of Way/Easement information and existing wetland information and any wetland reservation letters as has been done throughout this project.

Submit SJRWMD/USACE permit modification for changes to the original permit. Permitting fees to be paid by Clay County.

ATTACHMENT F CONSULTANT'S ESTIMATE OF WORK EFFORT

CMAR 2 Summary of Lump Sum and Limiting Amount tasks through AM15

03/27/2025

Lump Sum Tasks		
CR 209	Jacobs	\$932,887.54
	Subconsultant: Peters & Yaffee	\$0.00
	Subconsultant: CSI-Geo	\$0.00
	Subconsultant: T2 UES	\$0.00
	Subconsultant: Peggy Malone	\$0.00
	TOTAL ESTIMATED FEE:	\$932,887.54

Limiting Amount Tasks		
CR 209	Jacobs	\$79,898.49
	Subconsultant: Peters & Yaffee	\$0.00
	Subconsultant: CSI-Geo	\$133,263.52
	Subconsultant: T2 UES	\$108,759.30
	Subconsultant: Peggy Malone	\$2,658.00
	TOTAL ESTIMATED FEE:	\$324,579.31

Incentives		
CR 209	Jacobs	\$30,000.00
	GRAND TOTAL ESTIMATED FEE CR 209:	\$1,287,466.85

Total CMAR2	Jacobs	\$3,340,580.95
	Subconsultant: Peters & Yaffee	\$128,637.52
	Subconsultant: CSI-Geo	\$439,122.56
	Subconsultant: T2 UES	\$521,941.67
	Subconsultant: Peggy Malone	\$8,293.00
	Incentives	\$90,000.00
	*GRAND TOTAL LS & LA ESTIMATED FEE	\$4,528,575.70

Optional Services		
CR 209		
	Modeling Services	\$56,034.06
	Roundabout Final Design Services	\$0.00
	Gravity Wall Design Services	\$33,215.82
	Additional MOT for SUE work Services in AM6	\$0.00
	90%-100% Design Services	\$12,514.57
	US 17/CR 315 Signal Services	\$0.00
	TOTAL ESTIMATED FEE:	\$101,764.45

Lump Sum Tasks		
CR 220	Jacobs	\$763,951.57
	Subconsultant: Peters & Yaffee	\$105,408.04
	Subconsultant: CSI-Geo	\$0.00
	Subconsultant: T2 UES	\$0.00
	Subconsultant: Peggy Malone	\$0.00
	TOTAL ESTIMATED FEE:	\$869,359.61

Limiting Amount Tasks		
CR 220	Jacobs	\$33,110.55
	Subconsultant: Peters & Yaffee	\$0.00
	Subconsultant: CSI-Geo	\$144,515.08
	Subconsultant: T2 UES	\$209,374.22
	Subconsultant: Peggy Malone	\$1,867.00
	TOTAL ESTIMATED FEE:	\$388,866.85

Incentives		
CR 220	Jacobs	\$30,000.00
	GRAND TOTAL ESTIMATED FEE CR 220:	\$1,288,226.46

* Grand Total includes Optional Services for: CR 315 Roundabout Final Design Services per AM1 in the amount of \$9,827.14 and CR 209 Additional MOT for SUE work services per AM6 in the amount of \$14,261.76.

Optional Services		
CR 220		
	Modeling Services	\$43,589.47
	Roundabout Final Design Services	\$0.00
	Gravity Wall Design Services	\$33,225.50
	Additional MOT for SUE work Services	\$14,261.76
	90%-100% Design Services	\$3,961.49
	US 17/CR 315 Signal Services	\$0.00
	TOTAL ESTIMATED FEE:	\$95,038.22

Lump Sum Tasks		
CR 315	Jacobs	\$1,429,904.60
	Subconsultant: Peters & Yaffee	\$23,229.48
	Subconsultant: CSI-Geo	\$0.00
	Subconsultant: T2 UES	\$0.00
	Subconsultant: Peggy Malone	\$0.00
	TOTAL ESTIMATED FEE:	\$1,453,134.08

Limiting Amount Tasks		
CR 315	Jacobs	\$100,828.20
	Subconsultant: Peters & Yaffee	\$0.00
	Subconsultant: CSI-Geo	\$161,343.96
	Subconsultant: T2 UES	\$203,808.15
	Subconsultant: Peggy Malone	\$3,768.00
	TOTAL ESTIMATED FEE:	\$469,748.31

Incentives		
CR 315	Jacobs	\$30,000.00
	GRAND TOTAL ESTIMATED FEE CR 315:	\$1,952,882.39

Optional Services		
CR 315		
	Modeling Services	\$61,058.31
	Roundabout Final Design Services in AM1	\$0.00
	Gravity Wall Design Services in AM8	\$0.00
	Additional MOT for SUE work Services	\$12,479.04
	90%-100% Design Services	\$12,558.28
	US 17/CR 315 Signal Services	\$50,012.16
	TOTAL ESTIMATED FEE:	\$136,107.79

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: LA CR 209 - US 17 to Peters Creek Bridge
County: Clay
FPN: N/A
FAP No.:

Consultant Name: Jacobs Engineering Group
Consultant No.: enter consultants proj. number
Date: 3/17/2025
Estimator: Mike Roland

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal	Project Manager	Chief Engineer	Sr. Engineer	Engineer	Engineer Intern	Engineering Technician	Sr Designer	Designer	Contract Coordinator	Chief Scientist	Secretary/Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$108.13	\$82.55	\$84.58	\$67.28	\$55.59	\$33.25	\$29.91	\$44.98	\$43.28	\$35.04	\$70.68	\$27.07			
3. Project General and Project Common Tasks	102	0	20	8	47	15	10	0	0	0	0	0	2	102	\$6,710	\$65.79
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	102	0	20	8	47	15	10	0	0	0	0	0	2	102		
Total Staff Cost		\$0.00	\$1,651.00	\$676.64	\$3,162.16	\$833.85	\$332.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.14		\$6,710.29	\$65.79

Survey Field Days by Subconsultant
4 - Person Crew:

- Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

MULTIPLIER		2.90	Check =	\$6,710.29	\$19,459.84
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ - / day		\$0.00
SUBTOTAL ESTIMATED FEE:					\$19,459.84
Jacobs Additional Post Design Services					\$30,000.00
Subconsultant:	CSI-Geo				\$0.00
Subconsultant:	T2 UES				\$0.00
Subconsultant:	Peggy Malone				\$0.00
Subconsultant:	Sub 5				\$0.00
Subconsultant:	Sub 6				\$0.00
Subconsultant:	Sub 7				\$0.00
Subconsultant:	Sub 8				\$0.00
Subconsultant:	Sub 9				\$0.00
Subconsultant:	Sub 10				\$0.00
Subconsultant:	Sub 11				\$0.00
Subconsultant:	Sub 12				\$0.00
SUBTOTAL ESTIMATED FEE:					\$49,459.84
Permit Application Fees					\$0.00
SUBTOTAL ESTIMATED FEE:					\$49,459.84
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$49,459.84

3. Project General Tasks

Estimator: Mike Roland

LA CR 209 - US 17 to Peters Creek Bridge
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Preparing Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Follow-up	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	

3. Project General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	102	102	Additional Post Design Services : 1. Russell Road (CR 209) change at Peters Creek. 44 hours 2. US 17 Signal change for dual left during MOT phases 3 & 4 = Removed from Scope 3. Exiting Pedestrian Pole /Pull Boxes Relocation at US 17 = 20 hours 4. Dynamic Railroad Markings during MOT = 10 hours 5. Prepare One Plan Revision for all 4 changes including quantites = 28 hours
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					102	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		0		0	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 220 Sandridge Pond Relocation
County: Clay
FPN: N/A
FAP No.:

Consultant Name: Jacobs Engineering Group
Consultant No.: enter consultants proj. number
Date: 3/25/2025
Estimator: Mike Roland

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal	Project Manager	Chief Engineer	Sr. Engineer	Engineer	Engineer Intern	Engineering Technician	Sr Designer	Designer	Contract Coordinator	Chief Scientist	Secretary/Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$108.13	\$82.55	\$84.58	\$67.28	\$55.59	\$33.25	\$29.91	\$44.98	\$43.28	\$35.04	\$70.68	\$27.07			
3. Project General and Project Common Tasks	44	0	37	0	2	0	0	0	0	0	0	0	5	44	\$3,324	\$75.55
4. Roadway Analysis	70	0	7	7	14	18	16	0	4	4	0	0	0	70	\$3,997	\$57.11
5. Roadway Plans	62	0	3	3	16	13	9	0	6	12	0	0	0	62	\$3,389	\$54.66
6a. Drainage Analysis	192	0	10	19	48	47	38	0	20	10	0	0	0	192	\$10,871	\$56.62
6b. Drainage Plans	119	0	6	6	18	24	23	0	18	24	0	0	0	119	\$6,161	\$51.77
7. Utilities	44	0	4	4	15	14	7	0	0	0	0	0	0	44	\$2,689	\$61.11
8. Environmental Permits, and Env. Clearances	113	0	11	11	23	17	23	0	0	0	0	28	0	113	\$7,075	\$62.61
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	644	0	78	50	136	133	116	0	48	50	0	28	5	644		
Total Staff Cost		\$0.00	\$6,438.90	\$4,229.00	\$9,150.08	\$7,393.47	\$3,857.00	\$0.00	\$2,159.04	\$2,164.00	\$0.00	\$1,979.04	\$135.35		\$37,505.88	\$58.24

Survey Field Days by Subconsultant
4 - Person Crew:

- Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

MULTIPLIER			2.90	Check =	\$37,505.88	\$108,767.05
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ -	/ day		\$0.00
SUBTOTAL ESTIMATED FEE:						\$108,767.05
Subconsultant: Peters & Yaffee						\$0.00
Subconsultant: CSI-Geo						\$17,206.22
Subconsultant: T2 UES						\$45,453.92
Subconsultant: Peggy Malone						\$0.00
Subconsultant: Sub 5						\$0.00
Subconsultant: Sub 6						\$0.00
Subconsultant: Sub 7						\$0.00
Subconsultant: Sub 8						\$0.00
Subconsultant: Sub 9						\$0.00
Subconsultant: Sub 10						\$0.00
Subconsultant: Sub 11						\$0.00
Subconsultant: Sub 12						\$0.00
SUBTOTAL ESTIMATED FEE:						\$171,427.19
Permit Application Fees						\$0.00
SUBTOTAL ESTIMATED FEE:						\$171,427.19
Optional Services						\$0.00
GRAND TOTAL ESTIMATED FEE:						\$171,427.19

3. Project General Tasks

Estimator: Mike Roland

CR 220 Sandridge Pond Relocation

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	N/A By Owners Rep.
3.1.2	Notifications	LS	1	0	0	N/A By Owners Rep.
3.1.3	Preparing Mailing Lists	LS	1	0	0	N/A By Owners Rep.
3.1.4	Median Modification Letters	LS	1	0	0	N/A By Owners Rep.
3.1.5	Driveway Modification Letters	LS	1	0	0	In Original
3.1.6	Newsletters	LS	1	0	0	N/A By Owners Rep.
3.1.7	Renderings and Fly Throughs	LS	1	0	0	N/A By Owners Rep.
3.1.8	PowerPoint Presentation	LS	1	0	0	N/A By Owners Rep.
3.1.9	Public Meeting Preparations	LS	1	0	0	In Original
3.1.10	Public Meeting Attendance/Follow-up	LS	1	0	0	In Original
3.1.11	Other Agency Meetings	LS	1	0	0	N/A By Owners Rep.
3.1.12	Web Site	LS	1	0	0	N/A By Owners Rep.
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	N/A
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	32	32	Extend Contract 8 months 4 hours per month = 32 hours
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	12	12	See listing below
3.7	Plans Update	LS	1	0	0	N/A

3. Project General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	Part of Reimbursable tasks
3.9	Digital Delivery	LS	1	0	0	In Original
3.10	Risk Assessment Workshop	LS	1	0	0	N/A
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	N/A By Owners Rep.
3.11.1	Aeronautical Evaluation	LS	1	0	0	N/A
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	N/A
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					44	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	2	3	6	
Drainage	EA	2	3	6	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		4		12	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

4. Roadway Analysis

Estimator: Mike Roland

CR 220 Sandridge Pond Relocation

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5	Horizontal /Vertical Master Design Files	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Roundabout Evaluation	LS	1	0	0	
4.8	Roundabout Final Design Analysis	LS	1	0	0	
4.9	Cross Section Design Files	LS	1	4	4	Layout 1 new pond driveway section(4 hours) .
4.10	Temporary Traffic Control Plan Analysis	LS	1	16	16	Alternative MOT for trunk line crossing CR 220.
4.11	Master TTCP Design Files	LS	1	24	24	Update Master File 8 hours per phase (3 phases) Trunk line stays on South side of CR 220.
4.12a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	
4.12b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	
4.12c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	
4.13	Tree Disposition Plan	LS	1	0	0	

4. Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.14	Design Variations and Exceptions	LS	1	0	0	
4.15	Design Report	LS	1	0	0	
4.16	Quantities	LS	1	10	10	Update TTCP Quantities based on crossing CR 220.Add new driveway
4.17	Cost Estimate	LS	1	0	0	
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
4.19	Other Roadway Analyses	LS	1	0	0	
Roadway Analysis Technical Subtotal					54	

4. Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	0	0	
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	8	8	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	5%	3	5% Max
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	5%	3	5% Max
Roadway Analysis Nontechnical Subtotal					14	
4.26	Coordination	LS	%	3%	2	
4. Roadway Analysis Total					70	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0			0
Pavement	EA	0	0	0			0
Access Management	EA	0	0	0			0
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	0	0	0			0
Work Zone Traffic Control	EA	2	4	8		yes	2
30/60/90 Comment Review Meetings	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				8	Subtotal Project Manager Meetings		2
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				8	Total Project Manager Meetings (carries to Tab 3)		2

Carries to 4.17

Carries to Tab 3

5. Roadway Plans

Estimator: Mike Roland

CR 220 Sandridge Pond Relocation

N/A

Representing		Print Name	Signature / Date
FDOT District			
Consultant Name			

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	0	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	0	0	
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	0	0	0	
5.3.2	Typical Section Details		EA	0	0	0	
5.4	General Notes/Pay Item Notes		Sheet	0	0	0	
5.5	Summary of Quantities Sheets		Sheet	0	0	0	
5.6	Project Layout		Sheet	0	0	0	
5.7	Plan/Profile Sheet		Sheet	7	3	21	Update Sheet labels based on revised drainage.
5.8	Profile Sheet		Sheet	0	0	0	
5.9	Plan Sheet		Sheet	0	0	0	
5.10	Special Profile		Sheet	0	0	0	
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.12	Interchange Layout Sheet		Sheet	0	0	0	
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.14	Intersection Layout Details		Sheet	0	0	0	
5.15	Special Details		EA	0	0	0	

5. Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.16	Cross-Section Pattern Sheet(s)		Sheet	0	0	0	N/A
5.17	Roadway Soil Survey Sheet(s)		Sheet	0	0	0	From Geotech
5.18	Cross Sections		EA	21	0.15	3	Update Sheet labels based on revised drainage (20 sections) . Plus add 1 new driveway section.
5.19	Temporary Traffic Control Plan Sheets		Sheet	6	3	18	Updated Plan sheets Trunk Line Crossing CR 220 (2 phases 3 sheers each phase)
5.20	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.21	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	
5.22	Utility Adjustment Sheets		Sheet	2	4	8	Update Sheet based on new VVH's
5.23	Selective Clearing and Grubbing Sheet(s)						
5.23.1	Selective Clearing and Grubbing		Sheet	0	0	0	N/A
5.23.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	N/A
5.24	Tree Disposition Sheet(s)						
5.24.1	Tree Disposition Plan Sheet(s)		Sheet	0	0	0	N/A
5.24.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	N/A
5.25	Project Control Sheet(s)		Sheet	0	0	0	
5.26	Environmental Detail Sheets		Sheet	0	0	0	N/A
5.27	Utility Verification Sheet(s) (SUE Data)		Sheet	1	4	4	Update Sheet based on new VVH's
Roadway Plans Technical Subtotal						54	
5.28	Quality Assurance/Quality Control		LS	%	5%	4	
5.29	Supervision		LS	%	5%	4	
5. Roadway Plans Total						62	

Estimator: Danh Lee

CR 220 Sandridge Pond Relocation

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	1	16	16	Add'l updates to system hydrology (12 hr), onsite/offsite shifts, pond location changes (4 hr)
6a.2	Base Clearance Calculations	Per Location	0	0	0	N/A
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	N/A by others
6a.4	Design of Cross Drains	EA	0	0	0	
6a.5	Design of Ditches	Per Ditch Mile	1	0	0	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	1	60	60	1 new pond - current guidance is 40 to 80 hrs/pond. Include high level initial analysis of pond location.
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	
6a.9	Design of Storm Drains	EA	20	2	40	Pond 2A System 200 (begin system to STA 2053+40), 20 structures re-designed or added for re-routing to/from new pond. 8 new structures associated with new pond outfall. (20x2= 40 hrs)
6a.10	Optional Culvert Material	EA	20	0.1	2	Update based on total of new/revised storm drains
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.11.a	Existing French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	16	16	Includes: Narrative 2A (3 hrs), Table updates (3 hrs), No pre map update, post map (6 hrs, also included in Drainage Map), updating appendices (4 hrs) = 16 hrs.
6a.14	Bridge Hydraulic Report	EA	0	0	0	

6a. Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	
6a.16	Cost Estimate	LS	1	16	16	Update for Revised Phase III submittal. Includes Quantities
6a.17	Technical Special Provisions / Modified Special Provisions	LS	1	0	0	
6a.18	Hydroplaning Analysis	LS	1	0	0	
6a.19	Existing Permit Analysis	LS	1	0	0	
6a.20	Other Drainage Analysis	LS	1	0	0	
6a.21	Noise Barrier Evaluation	LS	1	0	0	
Drainage Analysis Technical Subtotal					150	
6a.22	Field Reviews	LS	1	8	8	2 people (4 hrs each) 1 trip
6a.23	Technical Meetings	LS	1	12	12	Meetings are listed below
6a.24	Environmental Look-Around (ELA) Meeting	LS	1	0	0	N/A
6a.25	Quality Assurance/Quality Control	LS	%	5%	8	
6a.26	Independent Peer Review	LS	%	0%	0	
6a.27	Supervision	LS	%	5%	8	
Drainage Analysis Nontechnical Subtotal					36	
6a.28	Coordination	LS	%	3%	6	
6a. Drainage Analysis Total					192	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	2	6	12	SJRWMD & USACE	yes	2
Local Governments (cities, counties)	EA	0	0	0			0
FDOT Drainage	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				12			2
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings				12	Total Project Manager Meetings (carries to Tab 3)		2

Carries to 6.19

Carries to Tab 3

6b. Drainage Plans

Estimator: Danh Lee

CR 220 Sandridge Pond Relocation
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	2	2	4	Modify 2 sheets @ 2 hours each
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	
6b.3	Summary of Drainage Structures		Sheet	2	4	8	Drainage Tabular Information 2 sheets @ 4 hours each Trunk line not changing location.
6b.4	Optional Pipe/Culvert Material		Sheet	1	1	1	
6b.5	Drainage Structure Sheet(s) (Per Structure)		EA	20	2	40	Pond 2A System 200 (begin system to STA 2053+40), 20 structures re-designed for re-routing to/from new pond (20x2 = 40 hrs)
6b.6	Miscellaneous Drainage Detail Sheets		Sheet	1	4	4	pond control structure details
6b.7	Lateral Ditch Plan/Profile		Sheet	0	0	0	
6b.8	Lateral Ditch Cross Sections		EA	0	0	0	
6b.9	Retention/Detention Ponds Detail Sheet(s)		Sheet	2	14	28	Guidance is 24 hours for typical pond and 32 hours for complex pond
6b.10	Retention Pond Cross Sections		EA	16	0.35	6	Use 50' sections 20 sections
6b.11	Erosion Control Plan Sheet(s)		Sheet	4	4	16	1 new pond sheet required, revise 2 current sheets. = 4 sheets x 4 hours = 16
6b.12	SWPPP Sheet(s)		Sheet	2	1	2	Revised based on new pond
Drainage Plans Technical Subtotal						109	
6b.13	Quality Assurance/Quality Control		LS	%	5%	5	
6b.14	Supervision		LS	%	5%	5	
6. Drainage Plans Total						119	

7. Utilities

Estimator: Mike Roland

CR 220 Sandridge Pond Relocation
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours		Comments
7.1	Utility Kickoff Meeting	LS	1	0	0		Meeting is listed below
7.2	Identify Existing Utility Agency Owner(s)	LS	1	0	0		N/A- By others (subconsultant)
7.3	Make Utility Contacts	LS	1	0	0		N/A- By others (subconsultant)
7.4	Exception Processing	LS	1	0	0		N/A- By others (subconsultant)
7.5	Preliminary Utility Meeting	LS	1	0	0		Meeting is listed below
7.6	Individual/Field Meetings	LS	1	0	0		Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0		N/A- By others (subconsultant)
7.8	Subordination of Easements Coordination	LS	1	0	0		N/A- By others (subconsultant)
7.9	Utility Design Meeting	LS	1	0	0		Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	44	44		New UWS's 11 utilities * 4 hrs each
7.11	Utility Coordination/Followup	LS	1	0	0		N/A- By others (subconsultant)
7.12	Utility Constructability Review	LS	1	0	0		N/A- By others (subconsultant)
7.13	Additional Utility Services	LS	1	0	0		N/A- By others (subconsultant)
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0		N/A- By others (subconsultant)
7.15	Contract Plans to UAO(s)	LS	1	0	0		N/A- By others (subconsultant)
7.16	Certification/Close-Out	LS	1	0	0		N/A- By others (subconsultant)
7.17	Other Utilities	LS	1	0	0		N/A
7. Utilities Total					44		

7. Utilities

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	0	0	0			0
Preliminary Meeting (see 7.5)	EA	0	0	0			0
Individual UAO Meetings (see 7.6)	EA	0	0	0			0
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	0	0	0			0
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0			0
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to Tab 3

Estimator: Mike Roland

CR 220 Sandridge Pond Relocation

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits and Environmental Clearances					
8.1	Preliminary Project Research	LS	1	0	0	By Owners Rep
	Permits					
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	By Owners Rep
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	By Owners Rep
8.2.3	Species Surveys	LS	1	0	0	By Owners Rep
8.3	Agency Verification of Wetland Data	LS	1	0	0	By Owners Rep
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	60	60	Submit Permit Modification to SJRWMD and USACE and address RAIs
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	16	16	Revised Data provided by Owners Rep for inclusion into permits
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	24	24	New Pond 2A location
8.6	Prepare USCG Permit Application	LS	1	0	0	N/A
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	By Owners Rep
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	N/A
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	N/A
8.10	Compensatory Mitigation Plan	LS	1	0	0	N/A
8.11	Mitigation Coordination and Meetings	LS	1	0	0	N/A
8.12	Other Environmental Permits	LS	1	0	0	
	Environmental Clearances/Reevaluations					
8.13	Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	By Owners Rep

8. Env. Permits and Clearances

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.13.2	Archaeological and Historical Resources	LS	1	0	0	By Owners Rep
8.13.3	Wetland Impact Analysis	LS	1	0	0	By Owners Rep
8.13.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	By Owners Rep
8.13.5	Protected Speices and Habitat Impact Analysis	LS	1	0	0	By Owners Rep
8.14	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	By Owners Rep
8.14.2	Archaeological and Historical Resources	LS	1	0	0	By Owners Rep
8.14.3	Wetland Impact Analysis	LS	1	0	0	By Owners Rep
8.14.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	By Owners Rep
8.14.5	Protected Species and Habitat Impact Analysis	LS	1	0	0	By Owners Rep
8.15	Contamination Impact Analysis	LS	1	0	0	By Owners Rep
8.16	Asbestos Survey	LS	1	0	0	By Owners Rep
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					100	
8.17	Technical Meetings	LS	1	0	0	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	5%	5	
8.19	Supervision	LS	%	5%	5	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					10	
8.20	Coordination	LS	%	3%	3	
8. Environmental Permits and Environmental Clearances Total					113	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0	Meetings in Drainage Analysis	no	0
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				0	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 8.18

Carries to Tab 3



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners

DATE: 4/11/2025

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
PSA-Rock	Cover Memo	4/16/2025	615808708_PSA_Rockrs1ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/16/2025 - 10:44 AM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. _____
(PROJECT #6A CR 315 (Maryland to US 17))

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (“Agreement”) is made this 10th day of April, 2025, by and between **CLAY COUNTY**, a political subdivision of the State of Florida, with an address of P. O. Box 1366, Green Cove Springs, Florida 32043 (the “County”), and **Tammy Rock, a married woman**, whose address is 1513 County Road 315, Green Cove Springs, FL 32043 (the “Seller”). (County and the Seller are sometimes hereinafter individually referred to as a “Party” or collectively as the “Parties”).

RECITALS:

Seller is the owner of a certain parcel of real property located in Clay County, Florida. The County desires a portion of the parcel which is particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, “Parcel 615”). The County desires Parcel 615 for roadway widening purposes. The County is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell Parcel 615 to the County and the County desires to purchase Parcel 615 from Seller upon the terms and conditions hereinbelow set forth. Additionally, the County desires a Permanent Easement, Parcel 808, for drainage purposes, and a Temporary Construction Easement, Parcel 708, to allow for a harmonious tie-in for Seller’s driveway to the new roadway limits.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the County and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to the County and the County agrees to purchase from Seller Parcel 615 and to compensate for a Permanent Easement, Parcel 808, and a Temporary Construction Easement, Parcel 708, in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Purchase Price.** The purchase price to be paid by the County at Closing and only in the event of Closing for Parcel 615, a Permanent Easement, Parcel 808, and a Temporary Construction Easement, Parcel 708, is a total of **\$106,000.00** (\$88,900 for Parcel 615, \$15,700 for Parcel 808, and \$1,400 for Parcel 708).

At Closing, the County shall also pay: (i) the costs of recording the Deed, Permanent Easement, and Temporary Construction Easement delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by the County; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner’s title commitment.

At Closing, the Seller shall pay all costs to prepare and record any documents necessary to cure any title defect and any property taxes for Parcel 615, prorated to date of Closing. The Deed shall be

executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax.

Except as provided above, each Party shall pay its own attorneys or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Clay County, Florida.

3. **Conditions and Limitations.**

a. This Agreement is subject to the final approval of the Clay County Board of County Commissioners after a public hearing held five (5) days after public notice. Through the date of such hearing on or before April 22, 2025, this Agreement shall be binding upon the Seller upon its due execution by Seller and delivery to the County as an irrevocable offer. If the County fails to hold such hearing on or before such date, or if the County elects not to approve this Agreement at such hearing for whatever reason in its sole discretion, then the County shall have no obligations to the Seller, and the Seller shall have no recourse against the County and each party shall go hence without day, and the offer shall be deemed revoked. If the Board of County Commissioners of the County shall approve this Agreement at such hearing, then this Agreement shall become effective and binding on the County upon the date thereof, which date shall be deemed the effective date of this Agreement.

b. Closing shall occur within sixty (60) days after Board approval, on a date specified by the County upon not less than ten (10) days' written notice to Seller, unless extended by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the County's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

c. Seller is responsible for all taxes due on Parcel 615 up to, but not including the day of Closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata share of all taxes, assessments and charges as determined by the Clay County Property Appraiser, the Clay County Tax Collector and/or other applicable governmental authority.

d. Seller is responsible for delivering marketable title to the County. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to the County ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after Closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of Parcel 615 to the County at Closing free of any tenancies, occupants, or personal property.

e. At the Closing, Seller shall execute and deliver to the County a Warranty Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit "B"** and incorporated herein by reference, conveying marketable record title to Parcel 615 to the County, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers such Parcel 615 at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the County's election, be satisfied and paid with the proceeds of the Purchase Price. Additionally, Seller shall execute a Permanent Easement for Parcel 808 and a Temporary Construction Easement for Parcel 708 in substantially the form and content attached hereto as part of Exhibit "B" and incorporated herein by reference.

f. If ownership of Parcel 615 is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23, Florida Statutes**, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents as needed to convey marketable record title as provided.

g. Seller expressly represents and warrants, to Seller's knowledge, that no Hazardous Substances have been released, stored, disposed of or discharged upon Parcel 615 or upon any immediately adjacent property owned at any time by the Seller. For purposes hereof, "Hazardous Substances" includes any and all materials or substances which are regulated by, or the presence of which could give rise to liability for an owner of property for removal or cleanup, under any federal, state, or local law, statute, rule, regulation or ordinance. Except as otherwise set forth herein, to the best of Seller's knowledge, there previously have been and presently are no above-ground or underground tanks or lines for the storage or transmission of toxic or hazardous wastes, materials or substances, or petroleum products or waste oils upon Parcel 615 or upon any immediately adjacent property owned at any time by the Seller. The Seller has neither used nor permitted the use of Parcel 615 for any such purposes. Furthermore, Seller expressly represents and warrants, to Seller's knowledge: (a) compliance of Parcel 615 with "Environmental Laws" as that term is hereinafter defined, and (b) the absence on Parcel 615 of any materials, waste, contaminants, pollutants, mold, fungus, bacteria or other substances or conditions which are toxic, dangerous, radioactive, disease causing, carcinogenic, infectious, caustic, or contain petroleum products or by-products, asbestos, heavy metals, or are defined as toxic, dangerous to health or otherwise hazardous by reference to any Environmental Laws. As used in this Agreement, "Environmental Laws" means collectively Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendments and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), and any other federal, state or local environmental legislation or ordinances applicable to Parcel 615. In the event Hazardous Materials are discovered or other conditions which would impair the ability of the County to use Parcel 615 for the intended purpose, Seller shall remain obligated hereunder, with such obligation to survive the Closing and delivery and recording of the warranty deed, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense. Further, Seller shall indemnify and save harmless and defend the County, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on Parcel 615 prior to Closing whether the Hazardous Materials are discovered prior to or after Closing, except to the extent exacerbated by the County. Seller shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the County as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on Parcel 615 prior to Closing are alleged to be a contributing legal cause, except to the extent placed on Parcel 615 by the County or otherwise exacerbated by the County. Seller shall save the County harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

h. Seller and County agree that this Agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this Agreement, shall be binding on the Parties.

4. **County's Entry on Property:** For as long as this Agreement is in effect and provided that Parcel 615 is not damaged and is left in a clean and safe condition, the Seller hereby gives permission to the County or its agents to enter upon any portion of Parcel 615 to conduct, at the County's sole expense, such tests as the County may choose to perform including, but not limited to, environmental testing, topographic surveys, core borings, soil test pits and load bearing tests as may be required by the County to determine the physical characteristics of the substrata of Parcel 615. The County shall not be required to restore Parcel 615 substantially to its condition immediately prior to such tests unless the Closing does not occur in which case, the County will restore Parcel 615 substantially to its condition immediately prior to such tests. In the event any of the referenced testing reveals that Parcel 615 is not suitable for the purposes of building the proposed improvements on it or there exists the possible existence of Hazardous Substances related to Parcel 615, then the County may terminate this Agreement.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **General Provisions.**

a. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

b. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

c. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the County.

d. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

e. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

f. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

g. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

h. Seller and the County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing.

i. This Agreement shall be interpreted under the laws of the State of Florida.

j. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Clay County, Florida.

k. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

l. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations.

m. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

n. The parties agree that electronic signatures may be utilized and that a digital signature of the party or witness set forth below is intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to Parcel 615.

8. **Waiver of Jury Trial.** SELLER AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon County's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date that the Board of County Commissioners approves this Agreement.

11. **Release of County.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the County of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause

or thing whatsoever, arising out of or in any way connected with Seller's conveyance of Parcel 615 to the County, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release County from its obligations or liabilities under this Agreement nor serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

12. **Broker**. The Seller represents to the County that a real estate broker or agent has not assisted the Seller, nor is there a real estate commission owed with regard to the sale of Parcel 615 nor the compensation for a Permanent Easement, Parcel 808, and a Temporary Construction Easement, Parcel 708, to the County. Regardless of whether the Closing occurs, the Seller shall hold the County harmless and fully indemnify and defend the County from and against any and all claims, causes or actions asserted against the County by any real estate broker for any costs, expenses, commissions or other fees arising out of or related to the transaction contemplated under this Agreement. The covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph shall survive the Closing in perpetuity. In the event the Closing does not occur, then the covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph shall survive any termination of this Agreement in perpetuity. The covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph to defend the County shall include the duty to retain competent counsel acceptable to the County, and to pay all attorneys' fees and costs related to said counsel's representation of the County through and including any and all appeals.

“Remainder of page intentionally left blank”

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

Witnesses:

Melina R. Ross
Print Name: Melina Ross
Address: 4830 W Kennedy Blvd, Ste. 400
Tampa, FL 33609

Tracy Glansen
Print Name: Tracy Glansen
Address: 76 Laura Street
Jacksonville, FL 32202

SELLER: Tammy Rock

By: Tammy Rock
Print: Tammy Rock
Date: 4/10/2025

COUNTY:

CLAY COUNTY, a political subdivision of
the State of Florida

By: _____
Betsy Condon, Its Chairman

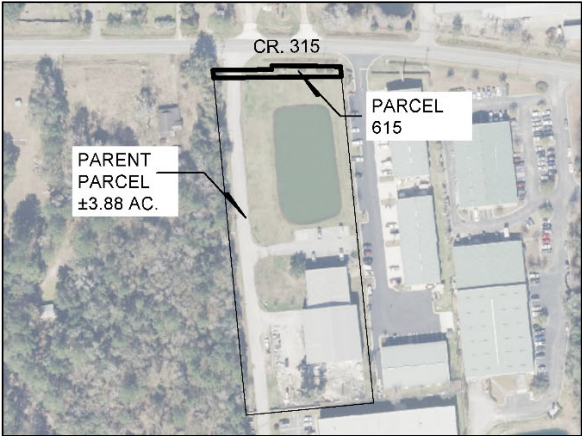
ATTEST:

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

EXHIBIT A

LEGAL DESCRIPTION
PARCEL 615

A PORTION OF LAND LYING IN PARCEL ID: 39-05-26-015113-006-00
AS PER OFFICIAL RECORD BOOK 1918, PAGE 62
SECTION 39 TOWNSHIP 5 SOUTH, RANGE 26 EAST
CLAY COUNTY, FLORIDA.



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN SECTION 39 , TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, STATE OF FLORIDA, AND LYING IN OFFICIAL RECORD BOOK 1918, PAGE 62. CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORD BOOK 1918, PAGE 62, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION No. 71507-2601); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 05°36'58" EAST ALONG EAST LINE OF SAID PARCEL A DISTANCE OF 18.28 FEET; THENCE SOUTH 89°28'04" WEST A DISTANCE OF 234.11 FEET TO WEST LINE OF SAID PARCEL; THENCE NORTH 05°30'21" WEST A DISTANCE OF 14.05 FEET TO SOUTHERLY RIGHT OF WAY; THENCE DEPARTING OF SAID RIGHT OF WAY NORTH 89°28'04" EAST A DISTANCE OF 107.70 FEET; THENCE NORTH 00°31'56" WEST A DISTANCE OF 7.00 FEET TO A POINT OF CURVE RIGHT, THENCE RUN SOUTHERLY ALONG SAID RIGHT OF WAY AND ALONG SAID CURVE WITH A RADIUS OF 2845.46 FEET; THROUGH A CENTRAL ANGLE 02°32'17"; ARC DISTANCE OF 126.05 FEET; CHORD BEARING SOUTH 89°15'47" EAST; CHORD DISTANCE OF 126.04 FEET TO THE **POINT OF BEGINNING**.

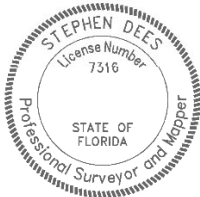
SAID PARCEL OF LAND CONTAINING ± 4043 SQ. FT.

PREPARED FOR/
CERTIFIED TO:

CLAY COUNTY, FL.

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2024 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH.
 - OFFICIAL RECORDS BOOK 1918, PG. 62
 - FDOT MAP SECTION NO. 71507-2601ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315.



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

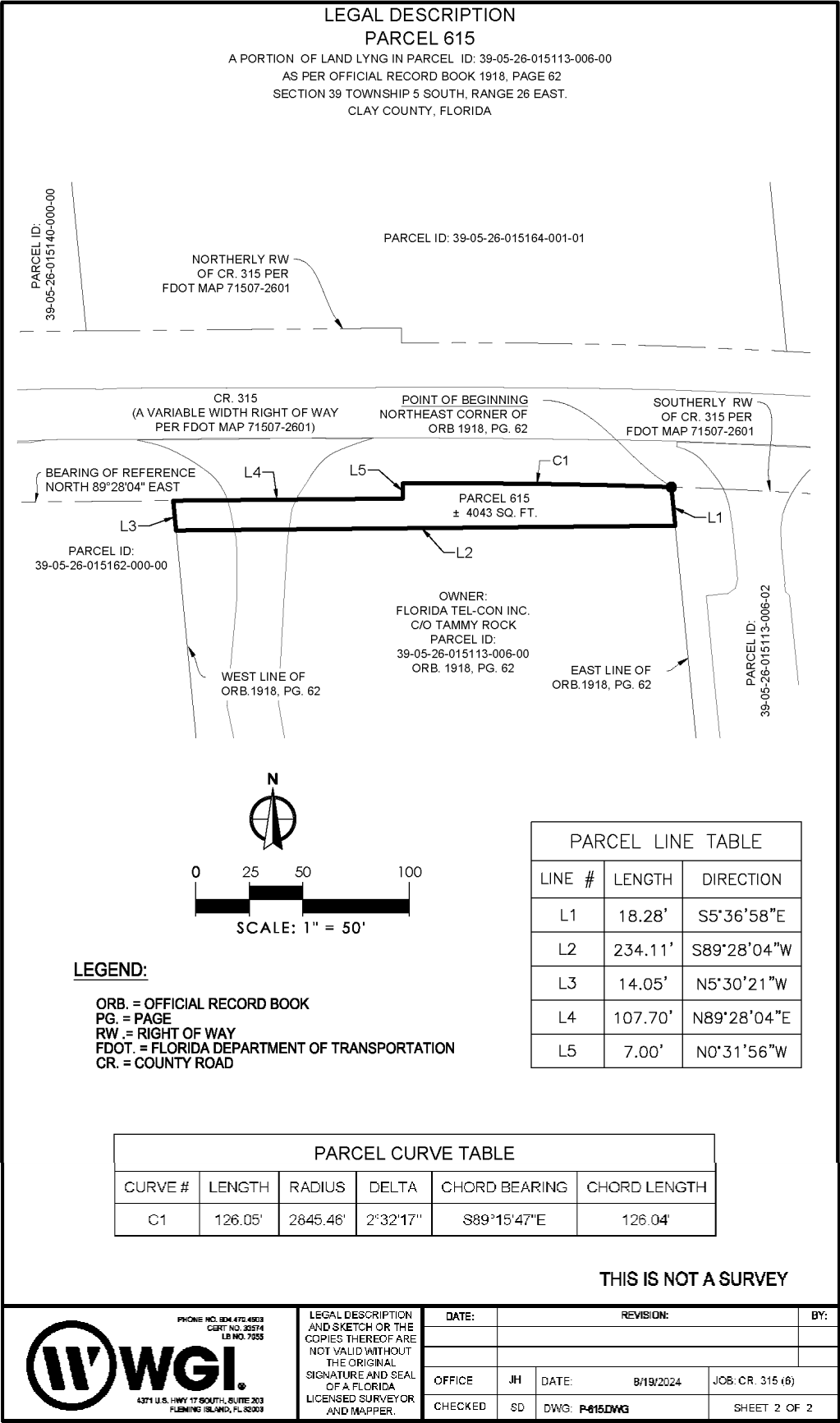
BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY



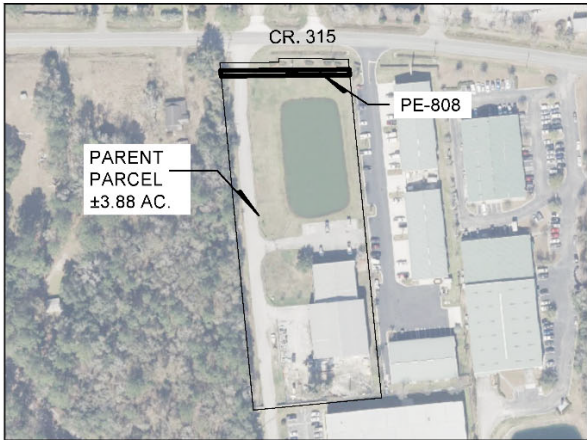
LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:		REVISION:		BY:
OFFICE	JH	DATE:	8/19/2024	JOB: CR. 315 (6)
CHECKED	SD	DWG:	P615.DWG	SHEET 1 OF 2



LEGAL DESCRIPTION
PE-808

A PERPETUAL EASEMENT LYING IN PARCEL ID: 39-05-26-015113-006-00
AS PER OFFICIAL RECORD BOOK 1918, PAGE 62
SECTION 39 TOWNSHIP 5 SOUTH, RANGE 26 EAST
CLAY COUNTY, FLORIDA.



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PERPETUAL EASEMENT LOCATED IN SECTION 39 , TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, STATE OF FLORIDA, AND LYING IN 39-05-26-015113-006-00, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORD BOOK 1918, PAGE 62, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION No. 71507-2601); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 05°36'58" EAST ALONG EAST LINE A DISTANCE OF 18.28 FEET TO A POINT OF BEGINNING; THENCE CONTINUE ALONG EAST LINE OF SAID PARCEL SOUTH 05°36'58" EAST A DISTANCE OF 10.04 FEET; THENCE SOUTH 89°28'04" WEST A DISTANCE OF 234.13 FEET TO WEST LINE OF SAID PARCEL; THENCE CONTINUE ALONG WEST LINE NORTH 05°30'21" WEST A DISTANCE OF 10.04 FEET; THENCE NORTH 89°28'04" EAST A DISTANCE OF 234.11 FEET TO A POINT OF BEGINNING.

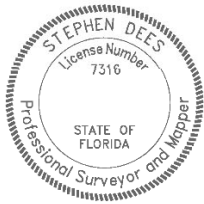
SAID PARCEL OF LAND CONTAINING ± 2341 SQ. FT.

PREPARED FOR/
CERTIFIED TO:

CLAY COUNTY, FL.

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2024 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORDS BOOK 1918, PG. 62.
 - FDOT MAP SECTION NO. 71507-2601.ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315.



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

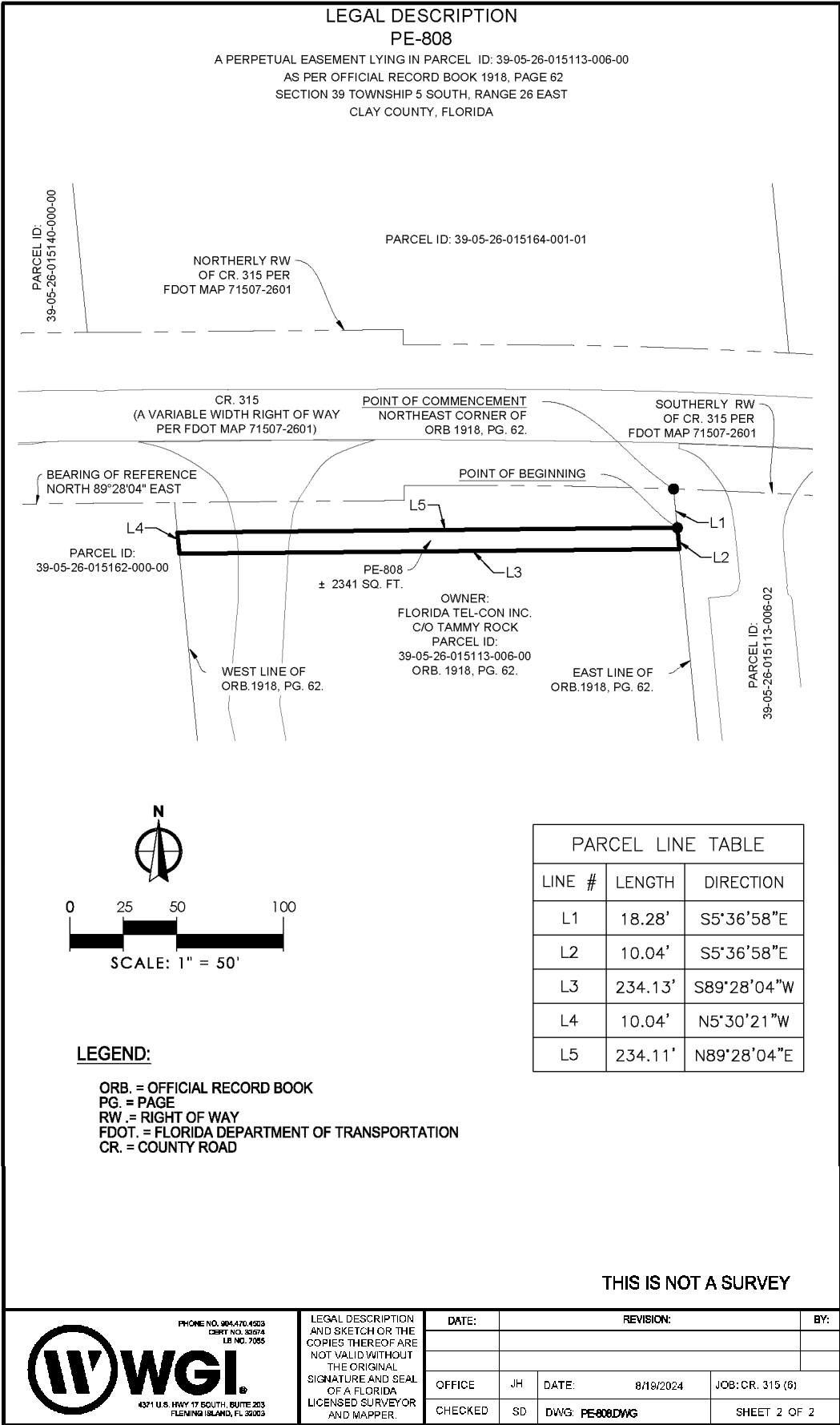
BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY



LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:		REVISION:		BY:
OFFICE	JH	DATE:	8/19/2024	JOB: CR. 315 (6)
CHECKED	SD	DWG:	PE-808.DWG	SHEET 1 OF 2



LEGAL DESCRIPTION

TCE 6-708

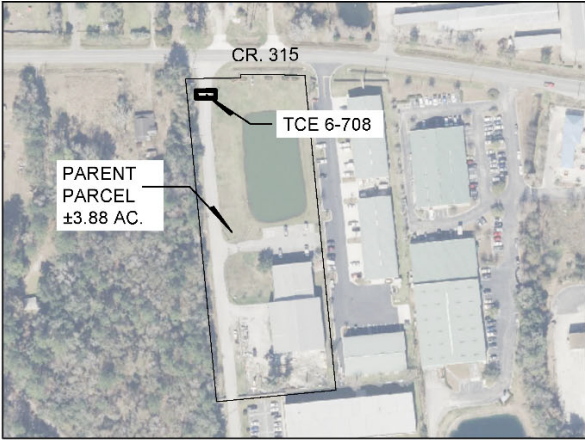
A TEMPORARY CONSTRUCTION EASEMENT LYING IN PARCEL

ID: 39-05-26-015113-006-00

AS PER OFFICIAL RECORD BOOK 1918, PAGE 62

SECTION 39 TOWNSHIP 5 SOUTH., RANGE 26 EAST

CLAY COUNTY, FLORIDA.



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, STATE OF FLORIDA, AND LYING IN OFFICIAL RECORD BOOK 1918, PAGE 62, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORD BOOK 1918, PAGE 62 LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION No. 71507-2601); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 05°36'58" EAST ALONG EAST LINE A DISTANCE OF 28.32 FEET; THENCE SOUTH 89°28'04" WEST A DISTANCE OF 177.60 FEET TO A POINT OF BEGINNING; THENCE SOUTH 00°31'56" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°28'04" WEST A DISTANCE OF 38.00 FEET; THENCE NORTH 00°31'56" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 89°28'04" EAST A DISTANCE OF 38.00 FEET TO A POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING ± 570 SQ. FT.

PREPARED FOR/

CERTIFIED TO:

CLAY COUNTY, FL.

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.

2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

3. COPYRIGHT © 2024 BY WGI, INC.

4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.

5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:

5.1. OFFICIAL RECORDS BOOK 1918, PAGE 62

5.2. FOOT MAP SECTION NO. 71507-2601

6. ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.

7. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.

8. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.

9. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315

STEPHEN DEES

License Number

7316

STATE OF FLORIDA

Professional Surveyor and Mapper

FOR THE FIRM

WGI, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY:

STEPHEN DEES,

PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY

PHONE NO. 904.470.4503

CERT NO. 38674

LB NO. 7055

WGI.

4371 U.S. HWY 17 SOUTH, SUITE 203

FLEMING ISLAND, FL 32003

LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE:

REVISION:

BY:

OFFICE

JH

DATE:

8/19/2024

JOB:

CR. 315 (6)

CHECKED

SD

DWG:

TCE 6-708.DWG

SHEET

1 OF 2

Page 628 of 660

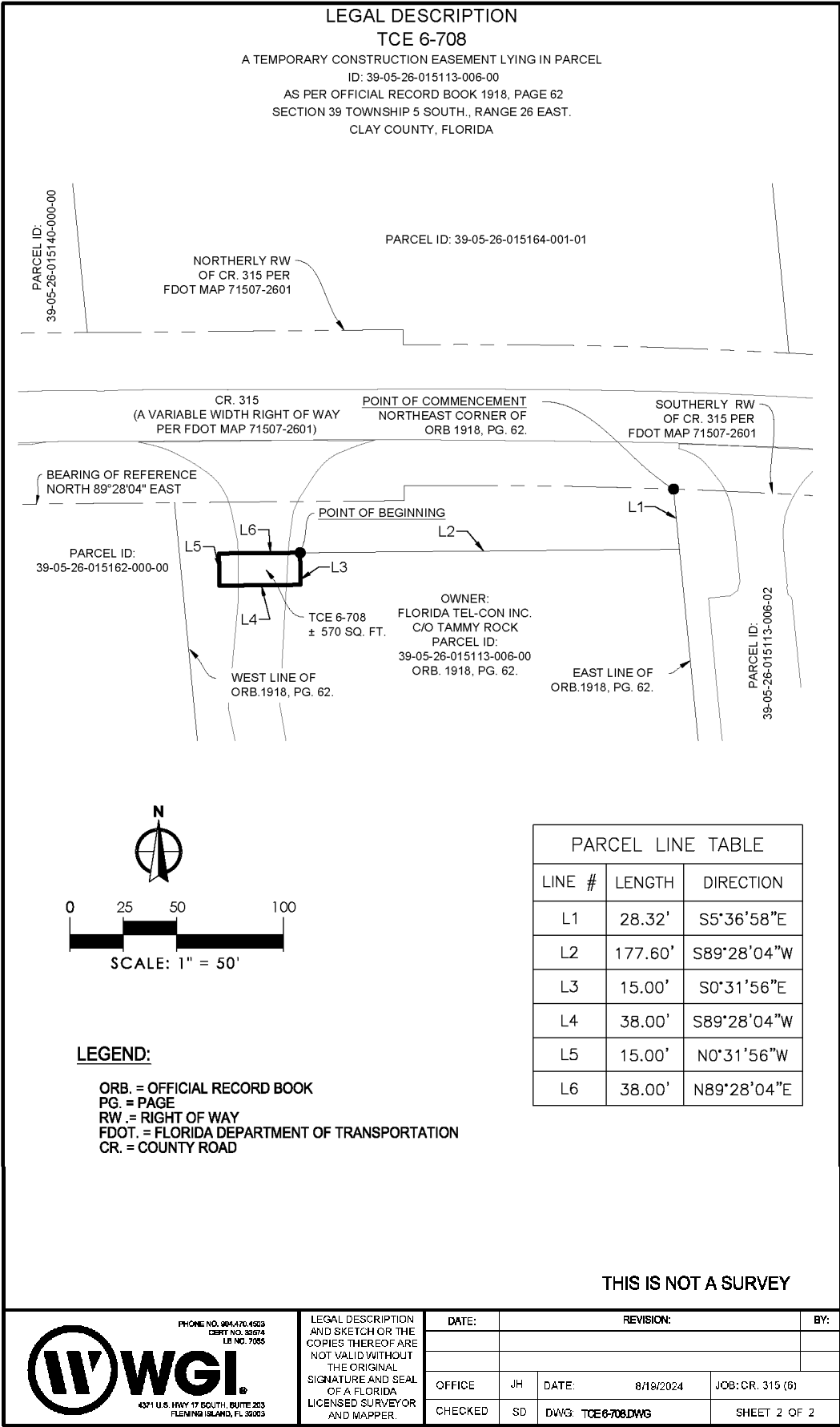


EXHIBIT B

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

Portion of R. E. Parcel No.: 39-05-26-015113-006-00

[Reserved for Recording Department]

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

WARRANTY DEED

THIS WARRANTY DEED made effective as of the ___ day of _____, 20__, by
Tammy Rock, a married woman, whose address is 1513 County Road 315, Green Cove Springs, FL
32043, conveying property which is not homestead (hereinafter "Grantor"), to **CLAY COUNTY, A
POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** whose address is P. O. Box 1366,
Green Cove Springs, Florida 32043, hereafter called the "Grantee". (Whenever used herein the terms
"Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives
and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in
CLAY COUNTY, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto
belonging to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes accruing subsequent to December 31, 2024; and that Grantor releases and discharges
Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in
law or in equity, which Grantor ever had, then has, or which any personal representative,
successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for,
upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected

with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND
DELIVERED IN OUR PRESENCE:**

Tammy Rock, a married woman

Print name: _____
Address: _____

By: _____

Print name: _____
Address: _____

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of (__) physical presence or (__) online notarization, this __ day of _____, 20__, by **Tammy Rock, a married woman**, who is personally known to me or (__) who has produced _____ as identification.

(Notary Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

Exhibit A

A PORTION OF LAND LYING IN PARCEL 1J; 39-05-26-0151113-00S-00
AS PER OFFICIAL RECORD BOOK 1918 PAGE 62
SECTION 39 TOWNSHIP 5 SOUTH, RANGE 26 EAST
CLAY COUNTY, FLORIDA.

VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN SECTION 39 , TOWNSHIP 5 SOUTH, RANGE 26 EAST CLAY COUNTY, STATE OF FLORIDA, AND L YING IN OFFICIAL RECORD BOOK 1918, PAGE 62 CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH-EAST CORNER OF SAID OFFICIAL RECORD BOOK 1918, PAGE 62, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION No. 71507-260); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 05°36'58" EAST ALONG EAST LINE OF SAID PARCEL A DISTANCE OF 18.28 FEET ; THENCE SOUTH 89°28'04" WEST A DISTANCE OF 234.11 FEET TO WEST LINE OF SAID PARCEL; THENCE NORTH 05°30'21" WEST A DISTANCE OF 14.05 FEET TO SOLTHERLY RIG-HT OF W AY; THENCE DEPAR-TING OF SAID RI-GHT CF W AY NORT H 89°23'04" E AST A D I ST AN CE CF 107.70 FEET; THENCE NORTH- 00°3'-56" WEST A DISTANCE O F 7.00 FEET TO A POINT OF CURVE R G-H; THENCE RUN SOUTHERLY ALONG SAID RIGHT OF WAY AND ALONG SAID C URV E WITH A RADIIUS OF 2849.46 FE ET : THROUGH A CENTRAL ANGLE 02°32'17"; ARC DI STAN CE OF 126.05 FE ET ; CHORD BEARING SOU TH 89°15'47" EAST; CHORD DI STAN CE OF 26.04 FEET TO THE P OI NT OF BEGINN ING.

SAID PARCEL OF LAND CONTAINING ± 4043 SQ. FT.

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH TITLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6, 17.060 THROUGH 617.063, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2024 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A REOP-PAR TITLE COMMISSIONER'S OPINION, OR ABS-RAC-I OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORDS BOOK 1918, PG 62
 - FDOT MAP SECTION NO 71507-260C1
- ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EARS - ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH+89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315.

**PREPARED FOR/
CERTIFIED TO:**

CLAY COUNTY, FL.

STEPHEN DES,
License Number
7316
STATE OF
FLORIDA
Professional Surveyor and Mapper

FOR THE FIR V
WG, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

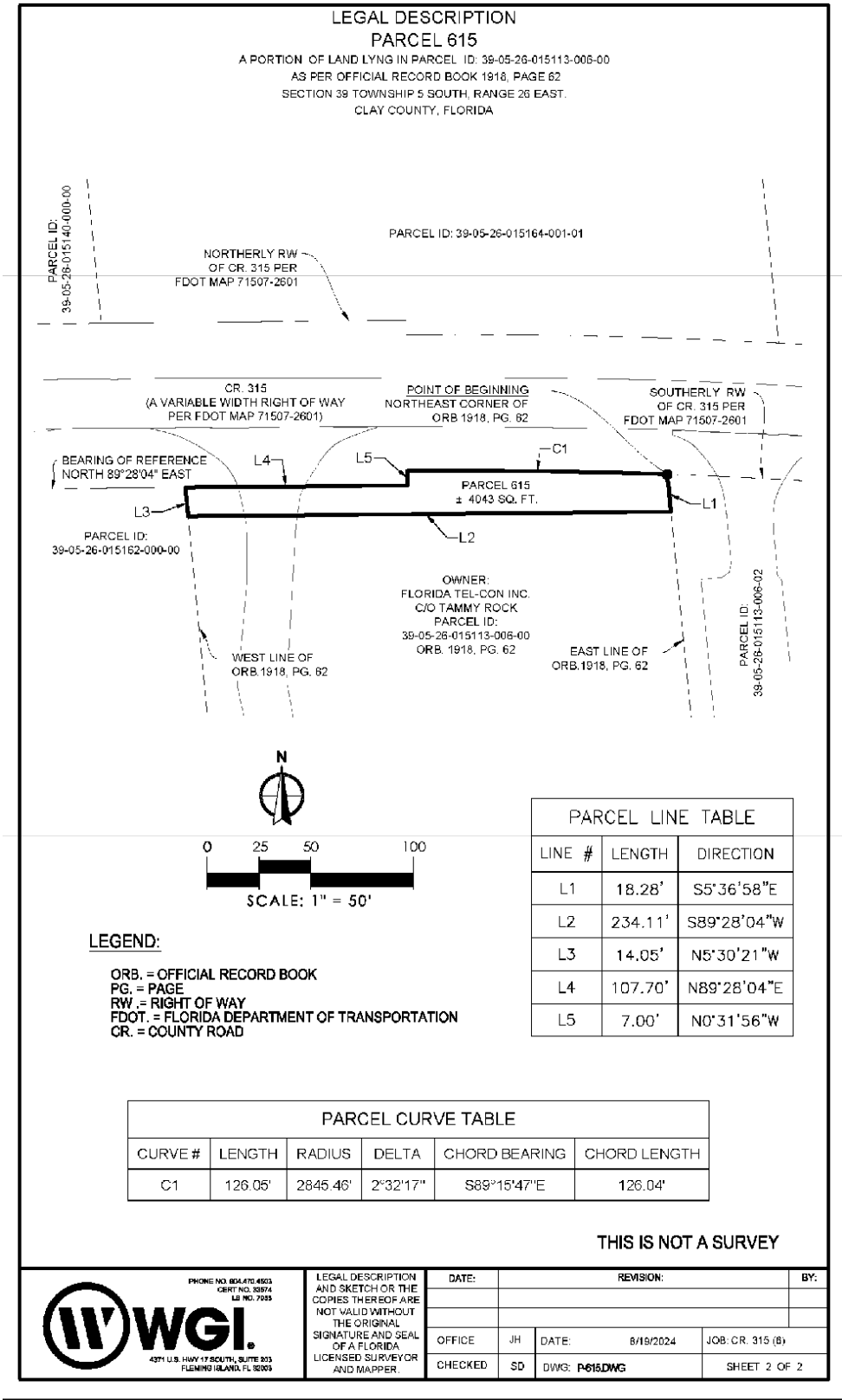
THIS IS NOT A SURVEY

PHONE NO. 352.417.4282
CERT #NO. 25574
LS#NJ. 7102

4371 U.S. HWY 7 SOUTH, SUITE 202
FLEMING ISLAND, FL 32003

LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND/or MAP-MAKER

DATE:	REVISION:		BY:
OFFICE	JH	DATE: 8/19/2024	JOB: CR. 315 (B)
CHECKED	SD	DWG: P-015.D/WG	SHEET 1 OF 2



This instrument prepared by and
Record and Return to:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

Portion of R. E. Parcel No.:
39-05-26-015113-006-00

GRANT OF PERMANENT EASEMENT FOR DRAINAGE

This Grant of Permanent Easement made this ____ day of _____, 20__, by **Tammy Rock, a married woman**, whose address is 1513 County Road 315, Green Cove Springs, FL 32043 (the "Grantor"), unto **CLAY COUNTY, a political subdivision of the State of Florida**, whose mailing address is P.O. Box 1366, Green Cove Springs, Florida 32043 (the "County").

IN CONSIDERATION of the sum of one dollar (\$1.00) in hand paid by the County to the Grantor, the receipt of which is hereby acknowledged by the Grantor and all objections to the sufficiency and adequacy of which are hereby waived by the Grantor, the Grantor does hereby grant, convey, assign, remise, release, and quitclaim unto the County a permanent easement (the "Easement") as described in attached Exhibit A, for the purposes of drainage upon, over, under, and across the lands of the Grantor.

The Easement is perpetual in duration and is exclusive to the County.

The County shall have the right at any and all reasonable times to enter upon the Easement for the purposes of constructing, or installing in or under the ground within the Easement, and thereafter to maintain or remove the same, as well as temporary, fixed or permanent facilities for stormwater, groundwater or any other water drainage purposes, including but not limited to open ditches, underground pipes or culverts, swales, inlets, storm drains, and the like. The County shall maintain any facilities which it may have constructed or installed within the Easement in a reasonable condition and shall not be restricted hereby with respect to the quantity or source of stormwater, groundwater or other water entering within the Easement so long as said water is contained entirely within.

The Grantor reserves the right to cross over, pave over, and traverse the easement so long as it does not interfere with or impede the County's stated use of said easement.

The Easement and any access easement granted hereby, and the covenants contained herein, are binding upon Grantor and Grantor's heirs, successors and assigns and shall run with the land of the Grantor adjacent to the Easement with respect to any drainage and access easement granted hereby. The Grantor releases and discharges the County of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against the County,

for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor's conveyance of the Permanent Easement to the County, including, without limitation, any claim for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESSES

Tammy Rock

Print name: _____
Address: _____

Grantor

Print name: _____
Address: _____

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 20__, by **Tammy Rock, a married woman**, who is () personally known to me or () who has produced _____ as identification.

(Notary Seal)

Notary Public
Print Name: _____
My Commission Expires: _____

Exhibit A

LEGAL DESCRIPTION

PE-808

A PERPETUAL EASEMENT LYING IN PARCEL ID: 39-05-26-015113-006-00
AS PER OFFICIAL RECORD BOOK 1918, PAGE 62
SECTION 39 TOWNSHIP 5 SOUTH, RANGE 26 EAST
CLAY COUNTY, FLORIDA.

CR. 315

PE-808

PARENT
PARCEL
±3.88 AC.

NOT TO SCALE

VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PERPETUAL EASEMENT LOCATED IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, STATE OF FLORIDA, AND LYING IN 39-05-26-015113-006-00, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORD BOOK 1918, PAGE 62, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION No. 71507-2601); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 05°36'58" EAST ALONG EAST LINE A DISTANCE OF 18.28 FEET TO A POINT OF BEGINNING; THENCE CONTINUE ALONG EAST LINE OF SAID PARCEL SOUTH 05°36'58" EAST A DISTANCE OF 10.04 FEET; THENCE SOUTH 89°28'04" WEST A DISTANCE OF 234.13 FEET TO WEST LINE OF SAID PARCEL; THENCE CONTINUE ALONG WEST LINE NORTH 05°30'21" WEST A DISTANCE OF 10.04 FEET; THENCE NORTH 89°28'04" EAST A DISTANCE OF 234.11 FEET TO A POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING ± 2341 SQ. FT.

PREPARED FOR/
CERTIFIED TO:

CLAY COUNTY, FL

STEPHEN DEES
License Number
7316
STATE OF
FLORIDA
Professional Surveyor and Mapper

FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.

2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

3. COPYRIGHT © 2024 BY WGI, INC.

4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.

5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
5.1. OFFICIAL RECORDS BOOK 1918, PG. 62.
5.2. FDOT MAP SECTION NO. 71507-2601
ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.

6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.

7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.

8. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315

THIS IS NOT A SURVEY

PHONE NO. 904-470-4503
CERT NO. 33574
LB NO. 7055

WGI.

4371 U.S. HWY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE:

REVISION:

BY:

OFFICE

JH

DATE:

8/19/2024

JOB: CR. 315 (6)

CHECKED

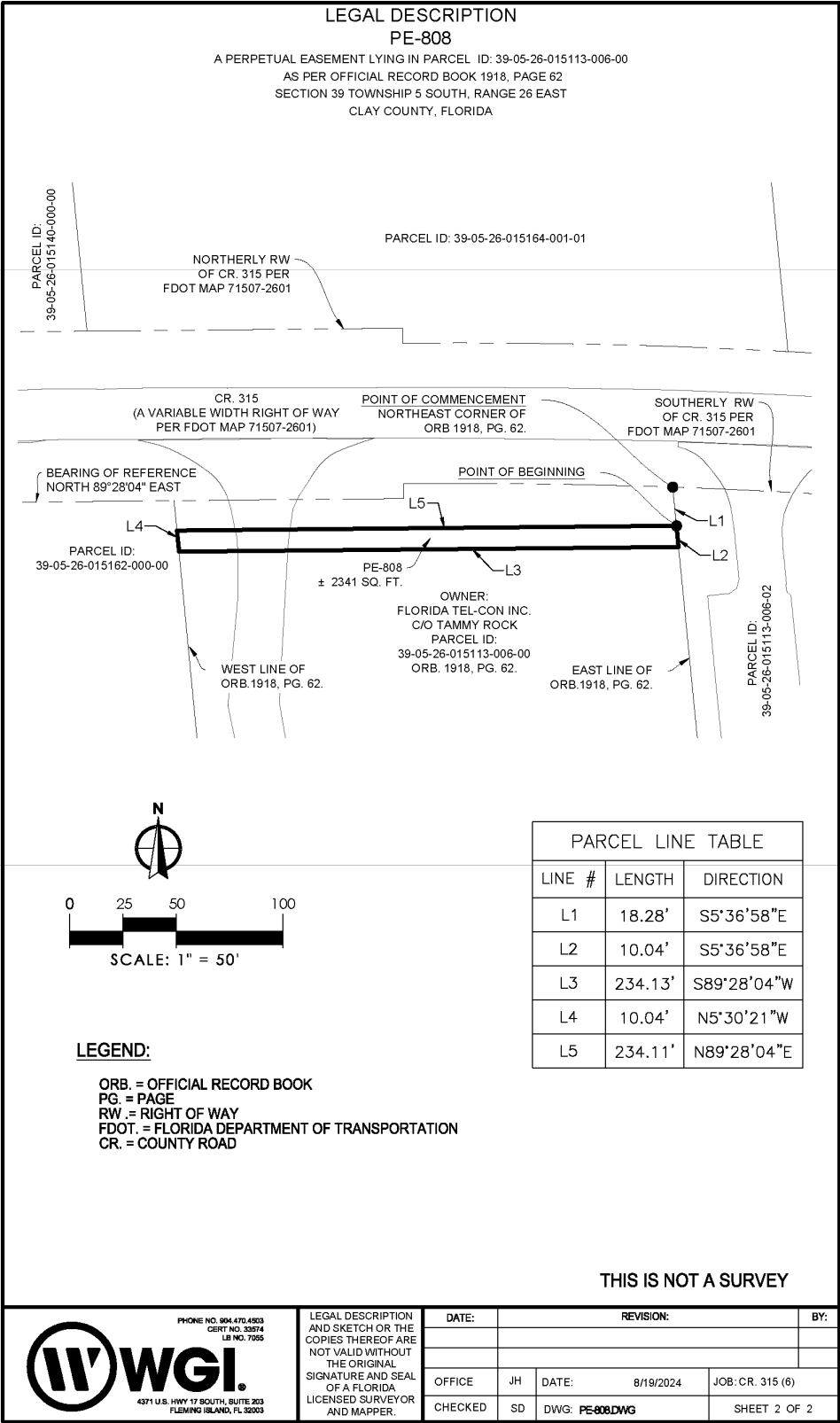
SD

DWG: PE-808.DWG

SHEET 1 OF 2

24

Page 639 of 660



Prepared by:
Clay County Attorney's Office

After Recording Return to:
Clay County
P.O. Box 1366
Green Cove Springs, FL 32043

Project: Roadway Improvements
PROJECT #6A - CR 315 (Maryland to US 17)

Tax Parcel ID No.: 32-05-26-015113-006-00

Address: 1513 County Road 315
Green Cove Springs, FL 32043

TEMPORARY CONSTRUCTION EASEMENT
(Parcel 708)

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement Agreement") is made this ____ day of _____ 20__, by and between **Tammy Rock, a married woman**, whose address is 1513 County Road 315, Green Cove Springs, FL 32043 ("Grantor"), and **CLAY COUNTY**, a political subdivision of the State of Florida, the address of which is P.O. Box 1366, Green Cove Springs, FL 32043 its successors and assigns, ("Grantee").

RECITALS:

Grantor is the owner of certain real property in Clay County, Florida ("Grantor's Property") which abuts certain roadway improvements on CR 315 (Maryland to US 17), (the "Project"). In conjunction with the Project, the Grantee desires to acquire and the Grantor desires to grant an easement, right and privilege to enter upon that portion of the Grantor's Property as more particularly described on ***Exhibit "A"*** attached hereto and incorporated herein (the "Easement Area") for construction purposes.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. The foregoing recitals are true and correct and hereby incorporated into and made a part of this Easement Agreement.
2. Grantor hereby grants to the Grantee, its employees, agents, engineers, contractors and other representatives ("Grantee's User's") the right and easement to enter upon the Easement Area with equipment, vehicles and materials and to perform all construction work related to the Project as Grantee deems necessary or prudent, including, without limitation, clearing, grubbing, excavation, sloping, grading, storage of materials and equipment and materials, relocation of utilities, reconfiguration of sidewalks, driveways and drainage and all other work to conform and harmonize the Easement Area and improvements thereon with Grantor's adjoining property (the "Work").
3. The easement granted herein shall be for a term beginning upon the commencement date of the Project and ending upon completion of the Project.

4. Grantor covenants that Grantor is the true and lawful owner in fee title of the Grantor's Property, has authority and control over the Grantor's Property and has good right and full power to enter this Easement Agreement and grant this Easement without consent or approval of any other person or party.

5. Grantor acknowledges and agrees that as of the date of Grantor execution and delivery of this Easement Agreement, Grantor hereby remises, releases, and forever discharges the Grantee, of and from all, and all manner of action and actions, cause and causes of action for any claim for loss relating to Grantor's affected interest, severance damages, business damages or any other similar damages; provided, such release shall not release Grantee from any damages caused by the negligence or intentional wrongdoing of Grantee or Grantee's Users.

IN WITNESS WHEREOF, this Easement has been executed this _____ day of _____ 20__.

Signed, sealed and delivered in
Our presence as Witnesses

Tammy Rock

Grantor _____

Print Name: _____
Address: _____

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this __ day of _____, 20__ by **Tammy Rock, a married woman**, who () is/are personally known to me or () who has/have produced _____ as identification.

Notary Public, State and County Aforesaid
Printed Name: _____
My Commission Expires: _____
Commission No.: _____
() Online Notary (Check if acknowledgment
done by Online Notarization).

Exhibit A

LEGAL DESCRIPTION

TCE 6-708

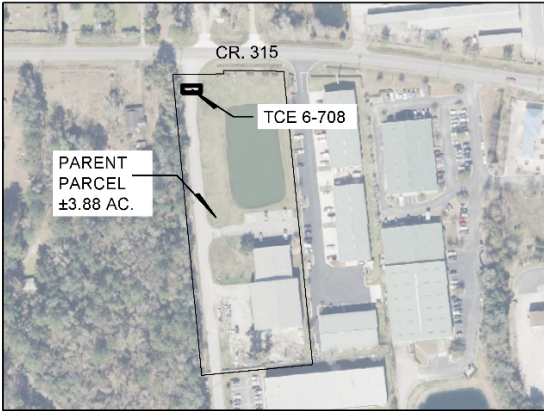
A TEMPORARY CONSTRUCTION EASEMENT LYING IN PARCEL

ID: 39-05-26-015113-006-00

AS PER OFFICIAL RECORD BOOK 1918, PAGE 62

SECTION 39 TOWNSHIP 5 SOUTH., RANGE 26 EAST

CLAY COUNTY, FLORIDA.



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN SECTION 39 , TOWNSHIP 5 SOUTH. , RANGE 26 EAST, CLAY COUNTY, STATE OF FLORIDA, AND LYING IN OFFICIAL RECORD BOOK 1918, PAGE 62, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORD BOOK 1918, PAGE 62 LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 05°36'58" EAST ALONG EAST LINE A DISTANCE OF 28.32 FEET; THENCE SOUTH 89°28'04" WEST A DISTANCE OF 177.60 FEET TO A POINT OF BEGINNING; THENCE SOUTH 00°31'56" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°28'04" WEST A DISTANCE OF 38.00 FEET; THENCE NORTH 00°31'56" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 89°28'04" EAST A DISTANCE OF 38.00 FEET TO A POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING ± 570 SQ. FT.

PREPARED FOR/

CERTIFIED TO:

CLAY COUNTY, FL

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.

2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

3. COPYRIGHT © 2024 BY WGI, INC.

4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.

5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:

5.1. OFFICIAL RECORDS BOOK 1918, PAGE 62

5.2. FDOT MAP SECTION NO. 71507-2601

6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.

7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.

8. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT); BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315

FOR THE FIRM

WGI, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY:

STEPHEN DEES,

PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

STEPHEN DEES

License Number

7316

STATE OF

FLORIDA


Professional Surveyor and Mapper

THIS IS NOT A SURVEY

PHONE NO. 904-470-4523

CERT NO. 33574

LB NO. 7055



4371 U.S. HWY 17 SOUTH, SUITE 203

FLEMING ISLAND, FL 32003

LEGAL DESCRIPTION

AND SKETCH OR THE

COPIES THEREOF ARE

NOT VALID WITHOUT

THE ORIGINAL

SIGNATURE AND SEAL

OF A FLORIDA

LICENSED SURVEYOR

AND MAPPER.

DATE:

REVISION:

BY:

OFFICE

JH

DATE:

8/19/2024

JOB: CR. 315 (6)

CHECKED

SD

DWG: TCE6-708.DWG

SHEET 1 OF 2

29

Page 644 of 660

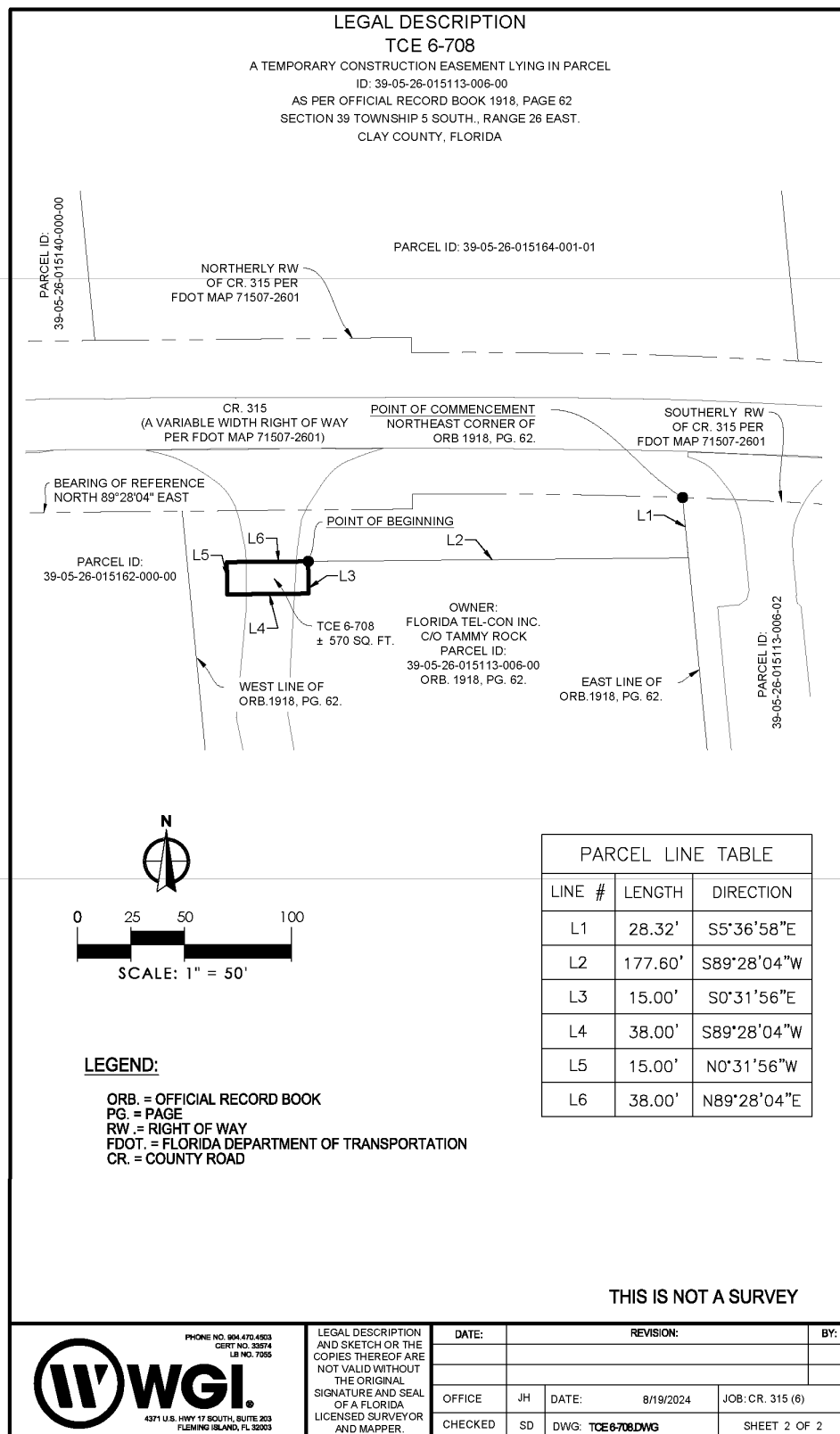


EXHIBIT C

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared **Tammy Rock, a married woman** "Seller", ("Seller" refers to singular or plural as context requires) who, first being duly sworn, depose and say:

A. OWNER'S AFFIDAVIT

1. Seller is the owner of the property described on Exhibit A attached hereto.
2. There is no outstanding contract for the sale of the property to any person or persons whomsoever, nor any unrecorded deed, mortgage or other conveyances affecting the title to the Property.
3. The property is free and clear of all liens, taxes, encumbrances and claims of any kind, nature and description of record whatsoever, except for real estate taxes for the current year.
4. There have been no improvements made upon the Property within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens might be claimed by anyone.
5. There are no matters pending against Seller which could give rise to a lien that would attach to the Property during the period of time between the effective date of the title insurance commitment and the time of recording of the instruments evidencing the Buyer's fee simple or other interests in the Property; and that the Seller has not executed and will not execute any instrument that would adversely affect the title to the Property from the date of this Affidavit forward.
6. There are no judgments, claims, disputes, demands or other matters pending against Seller that could attach to the Property. Seller has complied with the Florida Sales Tax laws where applicable. Seller acknowledges responsibility for water, sewer and electrical consumption charges through date of closing or occupancy by Buyer, whichever first occurs.
7. Seller is in sole constructive or actual possession of the Property and no other person has any right to possession of the Property or asserts any claim of title or other interests in it.
8. Seller represents there are no violations of governmental laws, regulations or ordinances pertaining to the use of the Property.

B. NON-FOREIGN CERTIFICATE AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a U.S. real property interest must withhold tax if the transferor ("Seller") is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the Seller of the property and not the disregarded entity. To inform the Buyer that withholding of tax is not required upon the disposition of a U.S. real property interest by Seller, the undersigned hereby certifies the following on behalf of Seller:

1. Seller's address is: 1513 County Road 315, Green Cove Springs, FL 32043.
2. **Tammy Rock's** US Taxpayer Identification Number is:
_____.
3. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
4. Seller is not a disregarded entity as defined by §1.1445-2(b)(2)(iii).

In connection with the sale or exchange of the Property you are required by law to provide a W-9 with your taxpayer identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.

5. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-S, the property is Seller's (check one):

_____ Principal Residence
_____ Other

This taxpayer identification number is being provided in connection with a real estate transaction.

The undersigned understand that this Certificate may be disclosed to the Internal Revenue Service by the Buyer and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document as or on behalf of the Seller, and that the number shown on this statement is Seller's correct TIN.

Seller states that this instrument is given for the express purpose of inducing CLAY COUNTY, a political subdivision of the State of Florida, "Buyer", to purchase the property with the knowledge that the Buyer is relying upon the statements set forth herein. This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

DATED this ____ day of _____, 20__.

Tammy Rock

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of [☐] physical presence or [☐] online notarization,
____ day of _____, 20__ by Tammy Rock, a married woman, who has executed this instrument
and [☐] who is personally known to me or [☐] who has produced _____ as
identification.

Signature

Print Name

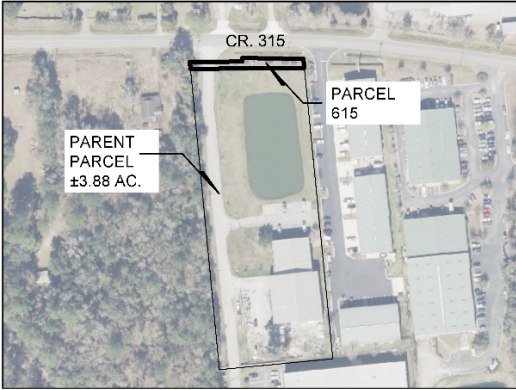
(NOTARY SEAL)

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 615

A PORTION OF LAND LYING IN PARCEL ID: 39-05-26-015113-006-00
AS PER OFFICIAL RECORD BOOK 1918, PAGE 62
SECTION 39 TOWNSHIP 5 SOUTH, RANGE 26 EAST
CLAY COUNTY, FLORIDA.



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LOCATED IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, STATE OF FLORIDA, AND LYING IN OFFICIAL RECORD BOOK 1918, PAGE 62, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORD BOOK 1918, PAGE 62, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 315 (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 05°36'58" EAST ALONG EAST LINE OF SAID PARCEL A DISTANCE OF 18.28 FEET; THENCE SOUTH 89°28'04" WEST A DISTANCE OF 234.11 FEET TO WEST LINE OF SAID PARCEL; THENCE NORTH 05°30'21" WEST A DISTANCE OF 14.05 FEET TO SOUTHERLY RIGHT OF WAY; THENCE DEPARTING OF SAID RIGHT OF WAY NORTH 89°28'04" EAST A DISTANCE OF 107.70 FEET; THENCE NORTH 00°31'56" WEST A DISTANCE OF 7.00 FEET TO A POINT OF CURVE RIGHT; THENCE RUN SOUTHERLY ALONG SAID RIGHT OF WAY AND ALONG SAID CURVE WITH A RADIUS OF 2845.46 FEET, THROUGH A CENTRAL ANGLE 02°32'17"; ARC DISTANCE OF 126.06 FEET; CHORD BEARING SOUTH 89°15'47" EAST; CHORD DISTANCE OF 126.04 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINING ± 4043 SQ. FT.

PREPARED FOR/
CERTIFIED TO:

CLAY COUNTY, FL.

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE SJ-17.050 THROUGH SJ-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.

2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

3. COPYRIGHT © 2024 BY WGI, INC.

4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.

5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
5.1. OFFICIAL RECORDS BOOK 1918, PG. 62
5.2. FDOT MAP SECTION NO. 71507-2601
ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.

6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.

7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.

8. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°28'04" EAST ON THE SOUTH RIGHT OF WAY LINE OF CR. 315.

STEPHEN DEES

License Number
7316

STATE OF
FLORIDA

Professional Surveyor and Mapper


FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____

STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY

PHONE NO. 804.472.4023
CERT NO. 33524
LB NO. 7055



WGI.

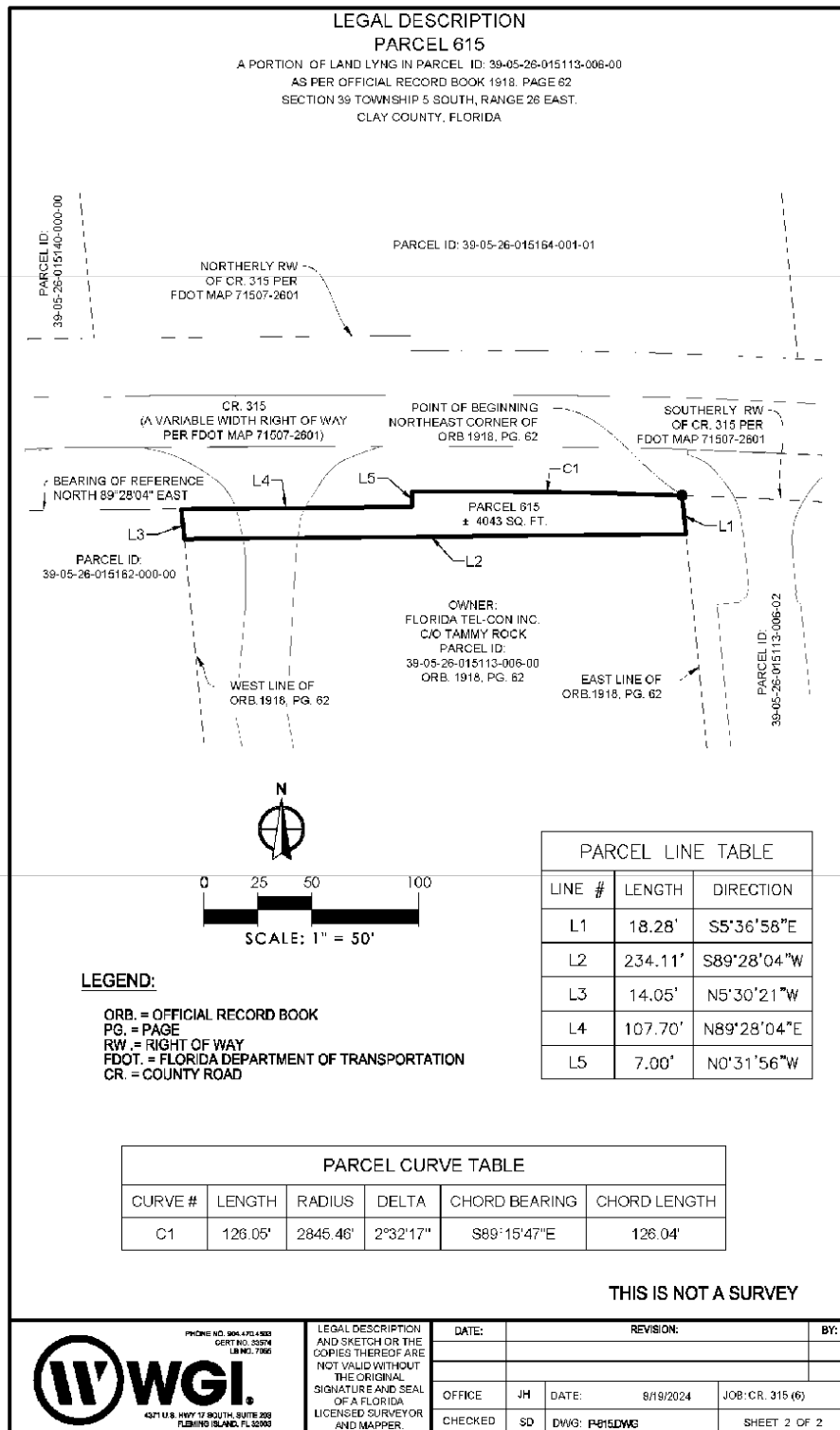
4311 U.S. HWY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:	REVISION:			BY:
OFFICE:	JH	DATE:	8/19/2024	JOB: CR. 315 (6)
CHECKED:	SD	DWG:	P615.DWG	SHEET 1 OF 2

36

Page 651 of 660





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: BCC

DATE: 4/4/2025

FROM: Teresa Capo

SUBJECT: District 4 member, Deirdre Murphy, submitted her resignation from the Historic Preservation Board effective April 3, 2025.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

In her email to staff Ms. Murphy stated that she thoroughly enjoyed her time with the Board and that she was grateful for the opportunity to serve.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Murphy Resignation Ltr	Backup Material	4/14/2025	Murphy_Resignationada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	4/4/2025 - 9:47 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	4/4/2025 - 2:17 PM	AnswerNotes

From: [Beth Carson](#)
To: [Teresa Capo](#)
Subject: FW: Clay county preservation board
Date: Thursday, April 3, 2025 2:44:40 PM

From: Deirdre Murphy <dmurphyrealtor460@gmail.com>
Sent: Thursday, April 3, 2025 2:37 PM
To: Beth Carson <Elizabeth.Carson@claycountygov.com>
Cc: Deirdre Murphy <dmurphyrealtor460@gmail.com>
Subject: Clay county preservation board

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 Beth ,

I am writing to inform you of my decision to resign from my volunteer position as cochair of the Clay County Preservation Board effective today, April 3, 2025. I have thoroughly enjoyed my time with the organization, and I am grateful for the opportunity to contribute to its mission.

I would like to express my sincere gratitude to you, the board and all the dedicated volunteers for their unwavering commitment and support.

Warm regards,
Deirdre

Deirdre Murphy, CRS
Florida Homes Realty & Mortgage
352 281-3026
DMurphyrealtor460@gmail.com



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Board of County
Commissioners

DATE: 4/7/2025

FROM: Megan
Covey, Grants
Director

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ Letter of Support	Cover Memo	4/21/2025	Letter_of_Support_CVlay_County_Rescue_Missionada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/15/2025 - 12:36 PM	Item Pushed to Agenda



Board of County
Commissioners

Address:
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL
32043

Phone: (904) 269-6352

Fax: 904-278-4731

County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



April 22, 2025

Florida Blue Foundation
4899 Deerwood Campus Parkway, DC202
Jacksonville, FL 32246

RE: Clay County Rescue Mission Grant Application

To Whom It May Concern:

On behalf of the Clay County Board of County Commissioners, I am writing to express our support for the Clay County Rescue Mission's application for a Florida Blue Mental Well-being Grant. The award of this grant to the Rescue Mission will assist with addressing one of the most pressing needs within our community—accessible and compassionate mental health care for those who are most vulnerable.

By supporting solutions that promote mental health and well-being of families, children, and individuals, this grant will directly impact individuals struggling with homelessness, addiction, trauma, and other challenges that so often go unaddressed due to lack of resources. The Clay County Rescue Mission is uniquely positioned to implement this initiative with deep-rooted experience and a proven track record of serving Clay County with dignity and care.

Sincerely,

Betsy Condon
Chair, Board of County Commissioners
District 4 Commissioner



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 22 4:00 PM

TO: Clay County Board of
Commissioners

DATE: 4/8/2025

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT:

Bid Opening Tabulation for April 4, 2025:

A. RFP No. 24/25-065, Camp Chowenwaw Park Swimming Pool Management, Lifeguard
Staffing, and Swim Instruction

Bid Opening Tabulation for April 8, 2025:

A. Bid No. 24/25-055, Fire Station 18 Parking Lot

Bid Opening Tabulation for April 15, 2025:

A. Bid No. 24/25-045, Black Creek Trail Boardwalk Rehabilitation

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Bid Tabs	Cover Memo	4/17/2025	Bid_Tabs_BCC_bid_openings_042225ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/11/2025 - 2:25 PM	Item Pushed to Agenda

BID TABULATION FORM

RFP: 24/25-065

Date:

April 4, 2025

**Camp Chowenwaw Park Swimming Pool
Management, Lifeguard Staffing, and Swim**

Proj: **Instruction**

Time Open:

9:00 AM

Ad: Clay Today, March 13, 2025

Time Close:

9:03 AM

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

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

Bidder		Addendum	Bid Bond	Total
1	Elite Amenities NE FL, LLC	X	N/A	TBD
2	One Stop Aquatic Safety LLC	X	N/A	TBD
3	Pool Management LLC	X	N/A	TBD
4	Ring Power Corp - WCC	No Bid		
5	USA Management	X	N/A	TBD
6	YMCA of First Coast	X	N/A	TBD
7				
8				
9				
10				
11				
12				

BID TABULATION FORM

Bid: 24/25-055

Date: April 8, 2025

Proj: **Fire Station 18 Parking Lot**

Time Open: 9:00 AM

Ad: Clay Today, March 6, 2025

Time Close: 9:01 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	GB21, Inc.	NO BID		
2	Sparks Concrete, LLC	X	X	\$ 95,737.50

BID TABULATION FORM

Bid: 24/25-045

Date:

April 15, 2025Proj: **Black Creek Trail Boardwalk Rehabilitation**

Time Open:

9:00 AM

Ad: Clay Today, March 13, 2025

Time Close:

9:06 AM

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

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

Bidder		Bid Bond	Base Bid Total	Alternate Bid #1	Alternate Bid #2
1	Brothers Marine Construction, Inc.	No	\$ 1,315,149.20	\$ 1,680,776.00	\$ 1,899,071.00
2	Gregori Construction	No Bid			
3	JT Ruby Contracting, Inc.	Yes	\$ 2,184,400.00	\$ 2,887,750.00	\$ 2,887,750.00
4	KPT Contracting Corp.	Yes	\$ 791,896.00	\$ 1,921,536.70	\$ 2,003,280.00
5	Legacy Dock and Marine Construction, LLC	Yes	\$ 506,749.00	\$ 1,319,382.55	\$ 925,458.35
6	Thomas May Construction Company	Yes	\$ 2,796,624.00	\$ 4,088,988.00	\$ 4,042,430.50
7	Titan Construction Management, LLC	No Bid			
8					
9					
10					
11					
12					